



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 23, 2021
Open Session 7:30 p.m.

TASHA CERDA, *Mayor*

MARK E. HENDERSON, *Mayor Pro Tem*

PAULETTE C. FRANCIS, *Council Member*

ART KASKANIAN, *Council Member*

RODNEY G. TANAKA, *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 issued Executive Orders that temporarily suspend requirements of the Brown Act. 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 bromero@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line. Comments will be read into the record up to the time limit of three (3) minutes.
3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
 - Join Zoom Meeting Via the Internet or Via Phone Conference
 - <https://us02web.zoom.us/j/83360776021>
Phone number: US: +1 669 900 9128, Meeting ID: 833 6077 6021
 - 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**

3. **PLEDGE OF ALLEGIANCE**

Arrian Rodriguez Salgado and Nas'zier Smith
153rd Street Elementary School

4. **INVOCATION**

Presented by Council Member Rodney Tanaka

5. **PRESENTATIONS**

6. **PROCLAMATIONS**

6.A Fair Housing Month
[Proclamation - Fair Housing Month-PDF.pdf](#)

6.B DMV / Donate Life California Month
[Proclamation - DMV.Donate Life.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.

Waiver of Reading in Full of All Ordinances Listed on This Agenda and That They Be Read by Title Only

- 8.A Approve Minutes: Special Meeting of the City Council and Planning Environmental Quality Commission, February 4, 2021
CONTACT: CITY CLERK
[2021 02-04 SPECIAL Meeting Minutes - FINAL.pdf](#)
- 8.B Approve Minutes: Regular Meeting of the City Council, February 9, 2021
CONTACT: CITY CLERK
[2021 02-09 REGULAR Minutes Gardena CC Meeting - FINAL.doc](#)
- 8.C RESOLUTION NO. 6503, Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency
CONTACT: CITY MANAGER
[Reso No. 6503- Reaffirming Local Emergency.pdf](#)
- 8.D Approval of Contract with Bartel Associates for the Other Post-Employment Benefits (OPEB) Actuarial Valuations
CONTACT: ADMINISTRATIVE SERVICES
[Exhibit A - Bartel Associates.pdf](#)
[Bartel Associates PSA.pdf](#)
- 8.E Single Audit Report required for Federally Funded Programs for Fiscal Year ended June 30, 2020
CONTACT: ADMINISTRATIVE SERVICES
[2020_Gardena_Single Audit FINAL.pdf](#)
- 8.F RESOLUTION NO. 6502, Authorizing the Application for the Federal Transit Administration's FY2021 Low or No Emission Grant Program
CONTACT: TRANSPORTATION
[Resolution 6502.pdf](#)
- 8.G Approval of Warrants/Payroll Register, March 23, 2021
CONTACT: CITY TREASURER
[Warrants-Payroll Register Memo 3-23-21.pdf](#)
- 8.H Personnel Report No. P-2021-06
CONTACT: HUMAN RESOURCES
[PERS RPT P-2021-6 03-23-21.doc](#)

9. **EXCLUDED CONSENT CALENDAR**

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

- 10.A March 16, 2021 - ***Meeting Cancelled***

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

12. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

12.A Introduction of Ordinance No. 1825

ORDINANCE NO. 1825, Amending the Zoning code making change to Title 18 of the Gardena Municipal Code primarily relating to amenity hotels, but making other changes as well.

Staff Recommendation: Introduce Ordinance No. 1825

[Staff Report](#)

[Attachment A: Ordinance No. 1825 \(as amended, v. 3\)](#)

[Attachment B: Council Staff Report 03-09-21](#)

[Attachment C: PC Staff Report 02-16-21 with Attachments A-D](#)

13. DEPARTMENTAL ITEMS - ELECTED & ADMINISTRATIVE OFFICES

13.A COVID-19 Update

14. DEPARTMENTAL ITEMS - POLICE

14.A Execution of One-Year Agreement with JL Group, LLC for Background Investigation Services Not To Exceed \$77,000

Staff Recommendation: Authorize and execute contract

[Staff Report](#)

[Contract](#)

[Request for Proposals \(RFP\)](#)

[JL Group RFP Response](#)

[JL Group Best & Final Offer Pricing](#)

15. DEPARTMENTAL ITEMS - PUBLIC WORKS

15.A Approve Award of Construction Management and Inspection Services Contract to Wallace and Associates Consulting, Inc. in the amount of \$124,322.00 for the Traffic Signal Reconstruction on Vermont Avenue at Redondo Beach Boulevard and Rosecrans Avenue, JN 930.

Staff Recommendation: Approve Award of Construction Management and Inspection Services Contract to Wallace and Associates Consulting, Inc.

[JN 930 Vermont Ave TS Upgrade ProjectMapImages.pdf](#)

[Wallace & Associates - On Call Agreement_ExAB.pdf](#)

16. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**
17. **DEPARTMENTAL ITEMS - TRANSPORTATION**
18. **COUNCIL ITEMS**
19. **COUNCIL DIRECTIVES**
20. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**
21. **COUNCIL REMARKS**
 1. COUNCIL MEMBER TANAKA
 2. COUNCIL MEMBER FRANCIS
 3. MAYOR PRO TEM HENDERSON
 4. MAYOR CERDA
 5. COUNCIL MEMBER KASKANIAN
22. **ANNOUNCEMENT(S)**
23. **REMEMBRANCES**

Mr. Tom H. Parks, 88 years of age. Mr. Parks was dubbed "Mr. Gardena" for his numerous contributions to its history and culture. Mr. Parks was a Navy veteran and served aboard the USS Pittsburgh during the Korean War. Mr. Parks was a reporter for the LA Examiner and editor of the Gardena Tribune, he was Director of Public Relations at Horseshoe & Gardena Clubs, and General Partner of Horseshoe Club from 1975 to 1983. Mr. Parks was also the Executive VP of the Gardena Chamber of Commerce for 13 years into retirement and was on the Board of Trustees of Gardena Memoria Hospital. In 1997, his name was placed on the Gardena Wall of Fame. He was also on the Board of Directors of the Gardena-Carson YMCA for fifteen years and was co-founder of the South Bay Lions Club. He also penned the column "Ramblings" for the Gardena Valley News for 21 years. He is survived by his longtime partner Jacquie Ponder, his six children and seven grandchildren.

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 13, 2021.

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 19th day of March, 2021

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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, 2021 marks the 53rd 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 2021**, 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.



MAYOR

Dated: 23rd day of March, 2021

PROCLAMATION

Whereas, organ, eye, tissue, marrow, and blood donations are life-giving acts recognized worldwide as expressions of compassion to those in need; and millions of lives are saved and healed each year because of these donations; and

Whereas, more than 108,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list and, on average, 17 people die each day while waiting due to the shortage of donated organs; and

Whereas, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities, and a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and

Whereas, donations of tissue can save and heal the lives of more than 75 people, and deceased organ donors saved more than 33,000 lives last year, the most ever; and

Whereas, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions, and over seventeen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye, and tissue donors are honored; and

Whereas, California residents can sign up with the Donate Life California Donor Registry online, or when applying for or renewing their driver's licenses or I.D. cards at the California Department of Motor Vehicles.

Now, Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **APRIL 2021**, to be

DMV/Donate Life California Month

in the City of Gardena and encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFeCalifornia.org or www.doneVIDAcalifornia.org



MAYOR

Dated: 23rd day of March, 2021

MINUTES
Special Meeting
City of Gardena City Council and Planning Environmental
Quality Commission
Thursday, February 4, 2021

In order to minimize the spread of the COVID 19 virus, Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. 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 Special meeting of the City Council of the City of Gardena, California, was held via Zoom and was called to order at 6:00 p.m. on Thursday, February 4, 2021, in the Council Chamber of City Hall, 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Art Kaskanian; Council Member Rodney G. Tanaka; and Council Member Paulette C. Francis; Chair Brenda Jackson; Vice-Chair Steve Sherman; Commissioner Deryl Henderson; Commissioner Dale Pierce; and Commissioner Stephen Langley. Other City officials and employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; Assistant City Attorney Lisa Kranitz; Acting Community Development Director Ray Barragan; Senior Planner Amanda Acuna; Senior Planner John F. Signo; and City Clerk Mina Semenza.

2. WORKSHOP

A. CITY OF GARDENA VIRTUAL WORKSHOP ON THE 6TH CYCLE 2021 – 2029 HOUSING ELEMENT

The City of Gardena held a virtual workshop on the 6th Cycle 2021 – 2029 Housing Element. The public workshop was held via Zoom for those interested in learning more about and participating in the process.

The Housing Element is a required part of the City's General Plan. State law requires the City to adopt its Housing Element by October 15, 2021. The Housing Element is part of the City's General Plan and provides goals, policies, programs, and strategies for addressing local housing needs.

The workshop is designed to:

- Present and overview of the Housing Element process and the legal requirements.
- Provide information regarding the Regional Housing Needs Assessment (RHNA) assigned to the City by the Southern California Association of Governments (SCAG).
- Review likely housing sites.
- Discuss zoning options.

Community participation is an important part of the Housing Element Process and the City welcomes our community members to provide input. Public Hearings before the Planning Commission and the City Council will be scheduled later in the year.

Questions regarding the workshop should be directed to Amanda Acuna, Senior Planner, at 310/217-9524 or aacuna@cityofgardena.org. Information on the workshop will be posted on the City's website at <https://www.cityofgardena.org/community-development/planning-projects/>.

3. PUBLIC COMMENT

The following members of the public spoke at the virtual workshop in regard to the City's future housing needs and development: Graham Jenkins, Wanda Love, Ken Feuer, Manuel Bouza, and Angela Q.

4. ADJOURNMENT

At 8:24 p.m., Mayor Cerda and Planning Environmental Quality Commission 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, February 9, 2021.

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

APPROVED:

Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, February 9, 2021

In order to minimize the spread of the COVID-19 virus Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. 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 of the City Council of the City of Gardena, California, was called to order at 7:31 p.m. on Tuesday, February 9, 2021, in the Council Chamber of City Hall, 1700 West 162nd Street, Gardena, California: Mayor Tasha Cerda presiding

1. ROLL CALL

Present via teleconference: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Art Kaskanian; and Council Member Paulette C. Francis. Other City officials and employees present via teleconference: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not present.

2. CLOSED SESSION – No Items

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Nickolas Escobar and Cherish Reese, led the Pledge of Allegiance. Nickolas and Cherish both attend Robert E. Peary Middle School. Nickolas Escobar demonstrates outstanding leadership skills, and his 8th grade peers elected him as President of the Eight Grade Student Body Association. Cherish Reese demonstrates outstanding leadership skills as well, and her 7th grade peers elected her as the Vice-President of the Seventh Grade Student Body Association.

B. INVOCATION

Council Member Rodney G. Tanaka led the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS – No Items

B. PROCLAMATIONS

- (1) “BLACK HISTORY MONTH,” February 2021
- *was proclaimed by Mayor Cerda*

C. APPOINTMENTS – *No Appointments were made*

- (1) Council Appointments to Commissions, Committees, Councils, and Boards
(Appointees to be Ratified and Sworn In)
- (a) Human Services Commission
 - (b) Planning and Environmental Quality Commission
 - (c) Recreation and Parks Commission
 - (d) Senior Citizens Commission
 - (e) Gardena Youth Commission
 - (f) Gardena Beautification Committee

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)

C. APPOINTMENTS (Continued)

- (g) Gardena Economic Business Advisory Council
- (h) Gardena Rent Mediation Board, Owner Representative
- (i) Gardena Rent Mediation Board, Tenant Representative
- (j) Gardena Rent Mediation Board, At-Large Representative

5. CONSENT CALENDAR

A. WAIVER OF READING IN FULL OF ALL ORDINANCES LISTED ON THIS AGENDA AND THAT THEY BE READ BY TITLE ONLY

B. CITY CLERK

- (1) Minutes of
 - (a) **Approved:** Regular Meeting of the City Council, December 15, 2020
- (2) **Approved:** Affidavit of Posting Agenda on February 5, 2021

C. CITY TREASURER

- (1) **Approved:** Warrants / Payroll Register
 - (a) February 9, 2021: Wire Transfer: 11962-11963, 11965-11973; Prepay: 161949-161954; Check Nos. 161955-162116 - for a total Warrants issued in the amount of \$3,808,958.74; Total Payroll Issued for January 29, 2021: \$1,814,511.20.
- (2) **Approved:** Monthly Portfolio
 - (a) November 2020
 - (b) December 2020

D. CITY MANAGER

- (1) **Approved:** Personnel Report No. P-2021-03
- (2) **Approved:** RESOLUTION NO. 6495 - Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of Local Emergency

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

- (3) **Approved:** REC - Revisions of the Seniors Citizens Commission "Guidelines & Procedures" Booklet

It was moved by Council Member Kaskanian, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve all Items on the Consent Calendar:

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

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. FEBRUARY 2, 2021, MEETING – *Meeting Cancelled*

ORAL COMMUNICATIONS

- (1) Wendy Lee, Mayme Dear Library Manager: the library will continue to offer sidewalk services, residents can pick up their holds in a safe and convenient way. All eight of our laptop and hotspot kits, mentioned on the previous meeting, are currently checked out but patrons can put them on hold for when they become available. Lastly, I would like to highlight one of our upcoming virtual programs on Saturday, February 20, 2021 at 1:00 p.m. there will be an African American Genealogy Workshop and you can find more information on www.lacountylibrary.org.

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – No Items

B. COMMUNITY DEVELOPMENT – No Items

C. ELECTED & ADMINISTRATIVE OFFICES

(1) COVID-19 Update

City Manager Osorio presented the update.

There was a discussion which included the Mayor and Council; Mayor Cerda asked to her understanding when a person gets their first vaccination, they will receive an email to register for the second dosage? Also, stated that it is important for people to know that the email does not automatically schedule the appointment, they have to re-register for the second dosage. City Manager Osorio confirmed that the information was correct, and the LA County website lists three different second dose areas – megapods not counting the pharmacies and whatnot, it's easier to go back to the same location where the first dose was received. Mayor Pro Tem Henderson asked, regarding our MOU and when we enact our MPOD; how much lead time will we need to make sure we are ready to go, where we need to provide the space and the county will take care of the rest? City Manager Osorio replied we need a few days of lead time just to get our people ready to facilitate the type of infrastructure needed for an MPOD, obviously if you have seen the megapod it is a lot bigger, bigger scale operations you know it will operate like a megapod but on a smaller scale, but we would need a few days obviously for us to activate our pods. We are just waiting for LA County to give us the word to activate it, obviously it's all dependent on the supply of the vaccine because they do not want to activate an MPOD where they are just going to be shutting it down a couple of days because of lack of availability of the vaccine. Mayor Cerda and Council thanked City Manager Osorio for the update.

D. PUBLIC WORKS – No Items

E. POLICE – No Items

F. RECREATION & HUMAN SERVICES – No Items

8. DEPARTMENTAL ITEMS (Continued)

G. TRANSPORTATION

- (1) Approve Memorandum of Understanding by and between City of Gardena and the Los Angeles County Metropolitan Transportation Authority for Measure R Clean Fuel Bus Capital Facilities and Rolling Stock Program

City Manager Osorio presented the Staff Report.

Mayor Pro Tem Henderson explained that now that he is getting intimate with the Air Quality Management District, regarding all the things that we are doing to reduce our greenhouse and gas emissions. Are we getting close to some good numbers, regarding our waste haulers as well as our buses? They are having a good lower carbon footprint. City Manager Osorio replied, obviously rolling stock is defined as you know buses. The last time our Transportation Director explained to us the allocation or the split between hybrid versus full electric buses, I believe its 80/20, so until we get to a comfortable base where you are moving more and more into full electric buses, it's going to take some time before we get to know a much lower carbon footprint now obviously we have some natural gas buses that we're going to procure over the years that improves it, but it doesn't completely eliminate the greenhouse gas effect.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve MOU:

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

- (2) Approve Purchase of up to Nineteen (19) BigBelly Receptacles from Waxie in the amount of \$210,735.20.

City Manager Osorio presented the Staff Report.

Transportation Director Ernie Crespo gave a Power Point presentation.

There was discussion which included Mayor and Council; Mayor Cerda asked Director Crespo, on the map you showed 14 locations for the trash cans, but we are purchasing 19, where will the other five be located? Director Crespo showed a list of the 19 locations that are being recommended based on ridership, proximity to busy traffic areas, pedestrian traffic areas, bus stops and activity centers. They are prioritized by which ones are maintained by the city, which ones were maintained by WRG and then all the others are maintained by G-Trans. Mayor Cerda also wanted confirmation that all trash cans are located within the City of Gardena and not in other cities or anywhere else we have bus stops. Mayor Cerda asked a second question; on one of the slides shown, she noticed where they had some graphics on the trash cans, are we going to have the Gardena and G-Trans graphics on ours? Director Crespo replied, our intention was that we were going to deploy them the way Santa Monica picture looked - without the graphics, for cost reasons and then figure out if we can get a better price by working with some of our local vendors who can do wraps or other designs. Mayor Cerda stated, just so I understand, for instance when we pick up the trash from the receptacles and take it back to G-Trans we are putting them in a bigger bin and then WRG will come there and pick-up the trash like they would normally? Director Crespo explained the new difference will be that WRG is going to put; just for illustration purposes, a new blue bin in the bus yard and a new blue bin at Public Works yard, so we'll grab that trash put it into the blue bin not the black bin and then they will send a blue truck in essence to pick up the recycling.

Council Member Tanaka asked if somebody is going to separate out the site recyclables from the trash, because not everybody is going to conform and put recyclables in recyclables. Director Crespo replied that it will be WRG's job, and the cans and bottles will all be in the blue recycling bin assuming they put them in there and then they will get transported to WRG, and then WRG is required to sort it at their facility so if there is ever, bottles in the black trash can they are required to sort out at their facility.

8. DEPARTMENTAL ITEMS (Continued)

G. TRANSPORTATION (Continued)

- (2) Approve Purchase of up to Nineteen (19) BigBelly Receptacles from Waxie in the amount of \$210,735.20
(Continued)

Council Member Kaskanian asked, how heavy are the bins? Director Crespo replied that the bin with trash can be up to 150 pounds and was unsure of the total weight of the bin itself. Council Member Kaskanian asked this question because he has seen several trash cans tumbled onto the street or on the sidewalk. On several occasions he had to remove the trash bins from the street and put it back onto the sidewalk. He is also worried about people vandalizing the trash bins. Director Crespo replied that the bins are bolted down and cannot be tampered with. Also added that we cannot prevent graffiti from happening but tipping over, that should not happen. Council Member Kaskanian suggested that our local Gardena school students should design something, and we can wrap the trash cans with the students designs, as other cities have done. City Manager Osorio added that at the very least we're going to be placing our city seal on them.

Mayor Pro Tem Henderson, thanked Director Crespo for the thorough presentation and is very excited for the City to get modernize to this degree. Mayor Pro Tem Henderson directed his question to City Manager Osorio, Since G-Trans cannot carry Public Works, have they researched getting grant funding regarding expanding this capability to some of the other places where we have receptacles? City Manager Osorio replied, this is a Pilot Program, that is going to be led by G-Trans. Obviously, if there's grants out there that we can utilize; lets say from Cal Recycle or any other grants, absolutely, we would be taking full advantage of them and utilizing these modern ways of making sure our facilities are clean and reducing the amount of times that we pick up the trash, because Director Crespo has noted it's a lot better if you're compacting and reducing the number of times you actually empty the trash, so yes, we will be looking at this Pilot Program and then hopefully we can expand to our facility. Mayor Pro Tem Henderson asked, if we have a log for the asset and total number of remaining receptacles in the city? City Manager Osorio replied that the information will need to be obtained and we have a mixture of receptacles; WRG supplied, and city owned.

Council Member Francis asked, Director Crespo you mentioned that there is a software involved that triggers when the trash needs to be emptied; is there some type of service agreement to maintain the software and any upgrades? Director Crespo replied yes there is, it is part of our five-year plan that we're entering, a contract with a licensing agreement that maintains all the licenses every year and any updates and there is a one-year warranty on any malfunctions. Secondly, Council Member Francis asked, if the exterior of the trash bins are graffiti resistant or are they coated in some type of paint that will prevent graffiti and make it easier to clean? Director Crespo replied, honestly that is what the wrap is for, to add an extra layer of protection and we are going to research. They are tough and can withhold some tampering, but I cannot say they are 100% graffiti proof because that is just the reality. Council Member Francis also asked, you say it can compact up to 150 gallons of waste; at what point or at what percentage do the big belly receptacles need to be emptied? Director Crespo replied that is something we are going to evaluate. We do not believe we are going to let it go to 150 because now we have the technology that will alert us, and the system allows for a threshold to be set up. Lastly, Council Member Francis asked, how tall are the receptacles and or what are the measurement dimensions? Director Crespo replied, so I believe they are 49.8 inches so about 50 inches almost 5 feet; City Manager Osorio added they're about four feet or a little bit over four feet; like a large capacity mailbox. Council Member Francis continued with her question; so, the opening is it at the top or the side? How does the opening work since they are about four feet? Director Crespo stated that the opening is like a mailbox and there is a foot pedal at the bottom that somebody can step on in case they do not want to hold the handle. City Manager Osorio requested to go back to the presentation – the picture of the big belly receptacle with pedals was shown. There is a handle on the top and then there is a foot pedal on the bottom. A previous discussion took place about adding graphics on the bottom that shows patrons how to use the petal and encourage them to use the pedals more often for sanitary purposes. Director Crespo added that this picture shows the messaging panels that will be added to our cans, that is another area that we will be able to put messaging for the community or our city logo or any other information we might want to share. Council Member Francis thanked Director Crespo for his presentation and is happy to see some improvements, because our trash receptacles at the bus stops are a problem (not at every bus stop). She is happy to see this.

8. DEPARTMENTAL ITEMS (Continued)

G. TRANSPORTATION (Continued)

- (2) Approve Purchase of up to Nineteen (19) BigBelly Receptacles from Waxie in the amount of \$210,735.20 (Continued)

Mayor Cerda asked Director Crespo, would the company place the “use this foot pedal here” stickers on the receptacles, so that we do not have to purchase it? Director Crespo replied that we will follow-up and believes our staff internally was already working on sticker design from a local dealer decal. Mayor Cerda added this is great for Gardena, we are moving towards the more modern era with alerts that will send us a text to “take out the trash”.

It was moved by Council Member Francis, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve Purchase:

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

- (3) Authorization to Purchase One Patrol Vehicle from National Auto Fleet Group for GTrans’ 8 Metro Service in the amount of \$41,616 and Expend Build-Out Costs in the amount of \$13,187.36.

City Manager Osorio presented the Staff Report.

It was moved by Council Member Kaskanian, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Purchase:

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

9. COUNCIL ITEMS, DIRECTIVES & REMARKS

A. COUNCIL ITEMS – No Items

B. COUNCIL DIRECTIVES

Council Member Kaskanian

- (1) Asked for the memo regarding updates to Banning of Flavored Tobacco in the City, from the previous year. (Mayor Pro Tem Henderson gave a second).

Mayor Cerda and Council Member Tanaka commented that the city did “banned it”. City Attorney Vasquez added, that the State of California passed a bill that banned it, however the referendum there was sufficient signatures that were collected, what I can do is prepare a memo as to the current state of the law and what happened with that state bill that banned flavor tobacco and then provide Council some options that it has moving forward until that ballot measure comes to the constituents, which will be in November of 2022.

Mayor Pro Tem Henderson

- (1) Requested for a City comparative study for Centinela Youth Services and our Gardena Juvenile Justice Intervention Program (Council Member Tanaka gave a second).

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

B. COUNCIL DIRECTIVES (Continued)

Council Member Tanaka

- (1) Reported that on Western Ave. at 166th Street, on the number two lane right at the intersection, the asphalt is starting to sink (Directive not required).

Council Member Francis

- (1) Asked for an update of the COVID Rental Relief Program (Directive not required).

City Manager Osorio replied we are currently in the middle of the process of dispersing the COVID-19 relief. Once the program is complete a report will be provided including the number of participants; how much funds are left. The report will be like the first COVID relief funding. There is no need for a directive, information will be provided anyways.

- (2) Asked for an update of the Business COVID Relief Program (Directive not required).

City Manager Osorio replied that the program had to reopen for a second time, and we had some money left over because there were not too many participants. Once the program is complete, a report and follow up will be provided.

C. 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) Annual Report of Statistics for our Gardena Juvenile Justice and Intervention Program, also known as GJJIP, that covers from January to December 2020;
- (2) Sophos Information Report and Cyber Insurance Provider;
- (3) Memo for Illegal RV parking between 177th and 182nd Street;
- (4) Acknowledge the Gardena Memorial Hospital, Gardena Senior Bureau and Gardena Special Transit; and
- (5) City 90th Anniversary Video.

D. COUNCIL REMARKS

- (1) COUNCIL MEMBER KASKANIAN – Since the last meeting, he volunteered for about four to five hours in the valley area driving seniors to get vaccinated; he helped a total of 50 seniors. Today, he donated blood and said he hopes he can save some lives; he asked about the process after donating blood and he was told that it goes through filters and whatever is needed to separate. Since he did have COVID, he is hoping the antibody test comes back positive so it can really help others.
- (2) COUNCIL MEMBER TANAKA – Since the last meeting, he attended the SBCCOG Board meeting; some highlights are that a lot of people are interested in the Los Angeles World Airport (LAWA) new construction and remodeling; their target date is 2028. They are trying to have it completed for the Olympics but the public needs to know that the LAWA will be accepting comments on this project up until March 15th, so if anyone has something to ask or complain about now is the time to ask.

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

D. COUNCIL REMARKS (Continued)

(2) COUNCIL MEMBER TANAKA (Continued)

Rex Richardson, President of SCAG told them a few things about the plan; one was to address critical issues like digital divide. Tell everything on repurposing land and talked a lot about housing and that there is a forecast up to 2045. He said they are talking about 10 million jobs and 7.6 million households and a population of about 22.5 million. He also talked about transportation needs, modernization all with the transportation infrastructures and the greenhouse gasses. There is an annual general assembly of the COG coming up and that is going to be March 18th so anyone wishing to view please go to the South Bay Council of Governments website and anyone can register and go online to see what is happening in the South Bay Cities. South Bay fiber network is moving along and had a conversation with Mayor Pro Tem Henderson that there is money available for fiber cites and they will be seeking what else they can ask for. Lastly, the CERT serving areas are still discussing the possibility of getting their own health department within the South Bay, but his committee is working on getting it done. He also attended the city's Housing Element Workshop, he thanked everyone for the update. Monday was the South Bay COG's Steering Committee meeting, and they will be getting ready for the next board meeting. He also attended the blood drive and thanked Stephany and UCLA for planning the event and reiterated that donating blood can save at least one if not three lives. He encourages everyone to donate blood. Then, he wanted to apologize to the GTrans family he stopped by the memorial yesterday, but he got an emergency call that one of his great friends was at Peninsula in San Pedro Little Company and is blessed he was able to see him because by the time he saw him and came home he had passed away, again he wanted to apologize to GTrans, but he knows they will understand.

- (3) MAYOR PRO TEM HENDERSON – He wanted to give a shout out to the GTrans family for the event they held for the fallen operator and was not able to make it, he had a work obligation and could not get away from that. He does send his prayers and condolences on his behalf as well on behalf of the Council. Since the last meeting, he has been doing a lot of SCAG work and he is now the alternate on the mobile source air pollution reduction review committee. As he attended the regional Council Meeting, they are putting together a broadband action plan as they start addressing the digital divide which has been highlighted due to the pandemic and he talked about the South Bay fiber network and the things that the City of Gardena is doing to position itself to start creating a bridge over that digital divide for the community. He was also at the SCAG race equity and they had a discussion of other things related to what the pandemic has shown in the income inequality, social injustices and that some of the things that are happening can be considered a public health issue, especially as they look into who is getting access to the COVID vaccine. He was also on a call with LA County Public Health, and they are just waiting for supply and they hope they can really roll out the vaccine so that everyone can get back to whatever the new society will be. He participated in the youth event at New Mount Calvary Baptist Church here in Los Angeles County and he would like to thank Yvette Benjamin for inviting him, Reverend Sonia Dawson for having him talk to the youth regarding being politically engaged and active and believes there's good leaders that are coming up behind us. He attended the Gardena Housing Workshop; it was great and very informative, he wanted to thank staff for the information they provided. He also mentioned there is going to be an 8064 memorial for those that have lost a loved one to COVID-19, Assembly Member Mike Gibson will have a memorial and will forward the information to the Mayor, City Manager. He commented that the video was great and that six minutes was not long enough and believes that we all can watch that forever and ever, he wanted to share a fun fact and said that when he got his first apartment, he got his furniture from Nader's. He wanted to remind everyone that it is Black History Month and to celebrate, Black History is American History and we all have contributed to the fabric of American society.

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

E. COUNCIL REMARKS (Continued)

- (4) MAYOR CERDA – She attended a virtual Zoom Indigenous Municipal official meeting, where other Native American elected officials from all different states got together to talk about different issues as it relates to Native Americans in our community, she mentioned that we have a very small Native American Community in Gardena, so she did not have that much to report for our City, and it was a great meeting with other elected officials who were Native American. She also attended the Housing Element Workshop as it was said earlier, had a lot of good information and staff did an amazing job presenting; we all constantly learn something every time you attend one of these meetings. She would like to send a special thank you to the police, Senior Bureau, and Gardena Memorial Hospital as a couple of weeks ago they had some seniors call and asked if they would be able to get the vaccine here in Gardena. Chief Saffell and Stephany Santin both got on it right away with Gardena Memorial Hospital. They were able to get a couple of dates together so that our seniors would be able to get in there and get their vaccines. She appreciated how quickly and how thoroughly they went about getting that done because our seniors were concerned of how far they would have had to get transported. She wanted to talk more about Mike Gibson's Virtual COVID-19 Memorial Ceremony and would be Friday, March 5, 2021 and will forward the flyer to the City and all the Councilmembers; anyone can submit the person's name and their name will be read off during the service and it will be at Roosevelt Memorial Park, they have time to submit their information and would like everyone to let people know and this is a nice way of us being able to recognize those that we've lost during the COVID pandemic. Lastly, she would like to let everyone know that one of the committees she sits on is the LA Sanitation Board and they're going to have a virtual tour of a food waste facility in January of 2022. Assembly Bill 1826 and Senate Bill 1383 will require us to all divert our food waste into separate trash cans and to watch the process of what's going to look like once we separated our food into these trash bins there will be a virtual tour and she will submit the information over to City Hall and it will take place Thursday, February 18 at 10 a.m. and Saturday, February 20 at 9 a.m. and hopefully they can post on the website.
- (5) COUNCIL MEMBER FRANCIS – Since the last meeting, she attended the Los Angeles Business Journal and Economic forecast and trends virtual conference; during the conference we talked about COVID impacts on children on the new business models and how it is changing what we normally think of as the regular business model, how we approach business and help force business to be more efficient and that is what they do. She then mentioned that, along with Mayor Pro Tem Henderson, she attended the Calvary Youth Adult Speak Up event where the youth get involved with political action to activity and engagement, which she enjoyed. She believes it is a good opportunity to talk to our young adults about becoming more involved and active in our process, she also participated in the Housing Element Workshop and she learned a lot as well and shared this is a different process for her being a Councilmember as opposed to being a regular resident and it was a good experience and staff did a phenomenal job. She then said that before we meet the next time, we will be celebrating Happy Valentine's Day and because of the pandemic everyone will have to get creative in celebrating this holiday and would like to encourage everyone if they have children to make it a little special for them this year because normally, they bring all their Valentine cards, exchange gifts and because of the pandemic they are not able to do that. She would like to encourage everyone to do something small for the children since school is their social network and unfortunately because of the pandemic they do not have that; she suggested that everyone go the extra mile this year because it's different and challenging. She would also like to celebrate the contributions of Black Americans to our history this Black History Month and it is expressed significantly because of our newly elected Vice-President Kamala Harris. Lastly, she would like to encourage everyone to hang in there and that she knows everyone is getting tired of the pandemic but encourages everyone to wear their mask, wash their hands, keep their distance and that we all will get through this.

10. ANNOUNCEMENTS – No Items

11. REMEMBRANCES

Gerald Gottwala, 88 years of age, beloved Father-in-Law of Richard Gray, Home Improvement Maintenance Helper in the Public Works Department.

12. ADJOURNMENT

At 9:06 p.m., Mayor Cerda 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, February 23, 2021.

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

APPROVED:

Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.C
Section: CONSENT CALENDAR
Meeting Date: March 23, 2021

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

AGENDA TITLE: RESOLUTION NO. 6503, 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.

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:

[Reso No. 6503- Reaffirming Local Emergency.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

Clint Osorio, City Manager

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 _____ day of March, 2021.

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:

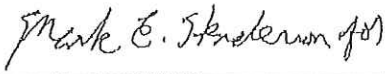
SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

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

fr 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)



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.D
Section: CONSENT CALENDAR
Meeting Date: March 23, 2021

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

AGENDA TITLE: APPROVAL OF CONTRACT WITH BARTEL ASSOCIATES FOR THE OTHER POST-EMPLOYMENT BENEFITS (OPEB) ACTUARIAL VALUATIONS

CONTACT: ADMINISTRATIVE SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

In addition to pensions, many state and local governmental employers provide Other Post-Employment Benefits (OPEB) as part of the total compensation offered to attract and retain the services of qualified employees. An actuarial valuation is required every two years for an OPEB plan the size of Gardena's, and the actuarial methods and assumptions must be acceptable for financial reporting.

In June 2016, the Governmental Accounting Standards Board (GASB) approved revised OPEB accounting rules under Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. The June 30, 2020 valuation will provide the City GASB 75 reporting information for the 2020/2021 Comprehensive Annual Financial Report (CAFR), and the 2021/2022 CAFR. Therefore, this purchase is being made following Gardena Municipal Code § 2.60.130 which specifies that contracts for specialized services shall be made subject to either the formal contract procedure or the open market procedure, except that there shall be no requirement to solicit bids. Contracts for professional services shall take into consideration the experience of the professional, the quality of work the professional has done and the ability of the professional to complete the project in a timely manner. Bartel Associates, LLC have provided first-rate actuarial services to the City since July 2009.

The valuation will cover fiscal years 2020/2021 and 2021/2022. The preliminary results of the valuation will be ready in August 2021, with the final report completed and presented to the City in September 2021. The financial impact is shown below for the two-year contract period:

Staff recommends that the City Council approve the attached Consultant Agreement for Bartel Associates, LLC.

FINANCIAL IMPACT/COST:

- Amounts in table below are budgeted expenses in the FY 20/21 and 21/22 Two-Year Budget

FEES	GENERAL FUND	GTRANS	SEWER FUND	TOTAL
Report Date 2020/21	\$15,500	\$11,000	\$4,000	\$30,500
Report Date 2021/22	\$2,500	\$2,500	\$1,500	\$6,500
TOTAL FOR TWO YEARS	\$18,000	\$13,500	\$5,500	\$37,000

ATTACHMENTS:

[Exhibit A - Bartel Associates.pdf](#)

[Bartel Associates PSA.pdf](#)

APPROVED:



Clint Osorio, City Manager



February 5, 2021

Raymond Beeman
Chief Fiscal Officer
City of Gardena
1700 West 162nd Street
Gardena, CA 90247-3778

Re: OPEB Actuarial Valuation Fee Estimate and Data Request

Dear Mr. Beeman:

Bartel Associates would be pleased to provide the City of Gardena actuarial consulting services. This letter summarizes the project background, our fees/timing, and data requirements for the June 30, 2020 actuarial valuations of the City of Gardena Retiree Healthcare Plan and Transportation Enterprise Retiree Healthcare Plan (Transportation Enterprise Plan).

Background

Bartel Associates prepared the June 30, 2018 valuations for funded status and actuarially determined contributions (ADC) for fiscal years 2018/19 and 2019/20, and the basis for the GASBS 75 accounting information for fiscal year 2018/19 and 2019/20. Both plans are pre-funded with the CERBT.

The June 30, 2020 valuation will provide the Plans' June 30, 2020 funded status and actuarially determined contributions (ADC) for fiscal years 2020/21 and 2021/22 and the basis for the GASBS 75 accounting information for fiscal years 2020/21 and 2021/22. We understand that for the 2020 valuations, the City would like GASBS 75 results separately for Sewer and Non-Sewer operations.

The valuations will include a video (zoom) meeting with the City to review plan provisions, census data, actuarial methods and assumptions, and valuation results. Our discussion outline for the meeting will include:

- Historical valuation results, asset information including returns and demographic information
- Gain and loss analysis with changes in the Actuarial Accrued Liability since the prior valuation
- 10-year projection of funding rates and benefit payments
- Results provided separately for Safety and Miscellaneous groups and Sewer and non-Sewer
- Statistical comparison of City results with other Bartel Associates OPEB valuations
- Detailed participant statistics, including summary of healthcare plan and coverage elections and
- Summary of upcoming OPEB and CalPERS issues.



Fees/Timing

Information provided, timing, and fees are as follows:

Project	Approximate Start/ Completion	Fees			
		City Plan		Transportation Enterprise Plan	Total
		Non-Sewer	Sewer		
Valuation funding report and meeting, including: ▪ 6/30/2020 funded status ▪ 2020/21 and 2021/22 recommended contributions	May 2021/ July 2021	\$ 13,000	\$ 2,500	\$ 8,500	\$ 24,000
Draft GASBS 75 accounting report for 2020/21 (final will be issued in July 2021)	August 2021/ September 2021	2,500	1,500	2,500	6,500
GASBS 75 accounting report for 2021/22	August 2021/ September 2022	2,500	1,500	2,500	6,500
Total for 2 years:		\$ 18,000	\$ 5,500	\$13,500	\$37,000

Bartel Associates will provide the City:

- 2 full June 30, 2020 actuarial valuation reports (City and Transportation), including recommended contributions
- 3 accounting reports (City Sewer, City Non-Sewer, and Transportation) for each of fiscal years 2020/21 and 2021/22.

Please note that our fee estimate assumes:

- We will bill the City monthly at the following hourly rates up to the amounts listed above; they include expenses (travel, phone, copying, etc.). In order to help our clients in these difficult times, we've not increased our hourly rates for 2021.

Position	2021 Hourly Rates
Partner & Vice President	\$ 300
Assistant Vice President	270
Associate Actuary	220
Senior Actuarial Analyst	200
Actuarial Analyst	160

- The City has made no changes to its retiree healthcare plan or healthcare providers since the last actuarial valuation as of June 30, 2018.
- No substantial changes occur between the valuation date and the GASBS 75 measurement dates that would require revised actuarial assumptions and/or plan provisions.
- Participant census data requested will be provided completely and accurately in an Excel workbook with 1 record per participant and all requested plan, financial, and census information will be internally consistent.
- Claims for the self-insured City plan will be provided completely and accurately in an Excel workbook as requested.
- Costs and liabilities will be provided using 1 funding method and 1 set of assumptions.



Please note that our fee estimate will be higher if:

- Claims are not provided in the format requested, or need to be significantly manipulated to obtain the required format, or the City would like 2 separate claim analyses for the City and Transportation Enterprise Plans.
- Results are needed separately for additional employee groups.
- Results are needed for alternative plan designs.
- The City requests additional meetings. We will base our fee for additional meetings on our billing rates and the time needed for the meetings and preparation.
- Assistance with footnotes under GASBS 75 beyond our GASBS 75 reports (which will contain all actuarial related information needed for footnotes).

Timing

Normally, the valuation results meeting is set about 6 to 8 weeks after we receive all the requested information and the City replies to any questions we may have after our initial review of the requested data.

Data Requirements

To begin the OPEB valuation, we will need the following information:

General Information

- Summary of OPEB plan provisions and copies of the most recent MOUs for bargained employee groups and agreements for unrepresented groups if they have changed from those provided for the June 30, 2018 valuation.
- City's monthly medical, dental, and vision Kaiser premium rates for active employees, retirees eligible for Medicare, and retirees not eligible for Medicare
- 2020 and 2021 when available funding rates (2019: \$1,167 City paid plus \$494 employee paid for family coverage)
- City paid total premiums for retiree benefits in 2019/20 separately for City Sewer, City Non- Sewer, and Transportation (2018/19 was \$0 for City Sewer, \$2.407 million for City Non-Sewer, and \$0.532 million for Transportation)
- Claims for the following period (attached is a spreadsheet summarizing the information needed):
 - February 2019 to January 2020
 - February 2020 to January 2021 when available
- All quarterly and annual trust statements received from CalPERS CERBT since June 30, 2018 including contributions and dates made.

Participant Census Data

- Active and retired participant data as of June 30, 2020 in an Excel workbook format. This should be a snapshot of active employees and retirees as of the valuation date. We ask that you not include Social Security numbers to maintain confidentiality; we'll delete any file that contains Social Security numbers and request a revised file.
 - Active Data - name, employee number, gender, birth date, hire date, medical plan, medical/dental/vision coverage (single/2-party/family/waived), CalPERS pension plan (Misc. 2%@55, Misc. 2%@62, Safety 3%@50, Safety 2.7%@57), total CalPERS service including service at other agencies (if available), bargaining or employee group (City Sewer, City Non-Sewer, and Transportation), and annual PERSable compensation. Indicate the pay period for the



compensation reported. For PERSable compensation, the City can provide the current average PERSable pay rate. Include any active employees who have waived healthcare coverage. Provide data for all employees whether or not eligible for retiree healthcare plan.

- Retiree Data - name, employee number, gender, birth date, hire date, retirement type (service retirement, disability retirement, surviving spouse), retirement date, medical plan, medical/dental/vision coverage (single/2-party/family/waived), CalPERS pension plan (Miscellaneous, Police, Fire), bargaining or employee group (City Sewer, City Non-Sewer, and Transportation), spouse's birth date (if available), Medicare eligibility (if over age 65), and portion of premium paid by the City. Include any retirees or surviving spouses of retirees who have waived coverage if they are entitled to return to coverage under the City's plans.

GASBS 75 Accounting Report Information

- Fiscal year end June 30, 2021 GASBS 75 Accounting Report Information
 - Covered employee payroll for fiscal year 2020/21 – the total payroll (gross W-2 Medicare wages) for all employees who could be eligible for OPEB benefits (including those terminated during the fiscal year) separately for City Sewer, City Non-Sewer and Transportation.
 - Benefits paid for retirees during 2020/21 separately by City Sewer, City Non-Sewer, and Transportation. Indicate portion of payments, if any, that were reimbursed by the trust.
 - Employer contribution made to the trust during fiscal year 2019/20 separately by City Sewer, City Non-Sewer, and Transportation.
- Fiscal year end June 30, 2022 GASBS 75 Accounting Report Information
 - Covered employee payroll for fiscal year 2021/22 – the total payroll (gross W-2 Medicare wages) for all employees who could be eligible for OPEB benefits (including those terminated during the fiscal year) separately for City Sewer, City Non-Sewer and Transportation.
 - Benefits paid for retirees during 2021/22 separately by City Sewer, City Non-Sewer, and Transportation. Indicate portion of payments, if any, that were reimbursed by the trust.
 - All CERBT quarterly statements for 2020/21.
 - Employer contribution made to the trust during fiscal year 2021/22 separately for City Sewer, City Non-Sewer, and Transportation.
 - Participant head counts (actives, retirees, and waived retirees) as of June 30, 2021 (measurement date) separately for City Sewer, City Non-Sewer, and Transportation.

We may need additional data depending on our review of the City's retiree medical plan design. We are available to assist or answer any questions.

We look forward to continue working with you and the City. Please call me (650-377-1602) if you need more details.

Sincerely,

A handwritten signature in blue ink that reads 'Doug Pryor'.

Doug Pryor
Vice President

enclosure

AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
BARTEL ASSOCIATES, LLC FOR CONSULTING SERVICES

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and BARTEL ASSOCIATES, a LLC ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

A. City is desirous of obtaining services necessary to provide an OPEB Actuarial Valuation Fee Estimate & Data Request.

B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.

C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

A. The services to be performed by Consultant shall consist of the following ("Services"): As specified in Exhibit "A", attached hereto and incorporated herein by reference, unless otherwise instructed by City.

B. The Services shall be performed in accordance with the Project Schedule set forth in Exhibit A. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Ray Beeman as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

5. Consultant's Proposal. This Agreement shall include Consultant's proposal or bid which is incorporated herein as Exhibit A. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement as set forth in Exhibit A. City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as specified in Exhibit A. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges, unless otherwise noted.

8. Term of Agreement/Termination.

A. This Agreement shall be effect for one year as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

C. Unless for cause, Consultant may not terminate this Agreement. If Consultant is terminating this Agreement for cause, it must provide the City with thirty (30) days written notice.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of

termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a

specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

15. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City.

Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

17. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

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

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

19. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re-perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

20. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Consultant agrees to defend, indemnify, hold free and harmless the City,

its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

21. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

22. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

23. Notices. Any notice or communication given under this Agreement shall be

effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Ray Beeman
Telephone Number: (310) 217-9502
E-mail: rbeeman@cityofgardena.org

Bartel Associates, LLC
Consultant: Doug Pryor
Telephone Number: (650) 377-1602
Facsimile Number:
E-mail: dpryor@bartel-associates.com

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this

Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

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

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

31. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

32. Section Headings. The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By _____
Clint D. Osorio, MPA
City Manager

Date _____

ACCEPTED: Bartel Associates, LLC

By _____
Doug Pryor, Vice President

Date _____

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.E
Section: CONSENT CALENDAR
Meeting Date: March 23, 2021

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

AGENDA TITLE: SINGLE AUDIT REPORT REQUIRED FOR FEDERALLY FUNDED PROGRAMS FOR FISCAL YEAR ENDED JUNE 30, 2020

CONTACT: ADMINISTRATIVE SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Presented for City Council to receive and file is the City of Gardena Single Audit Report for the Fiscal Year ended June 30, 2020, as prepared by the City's contracted auditing firm, The Pun Group, LLP, Certified Public Accountants. The City is required to have a Single Audit performed annually on its major federal funds pursuant to the Office of Management and Budget (OMB) Circular A-133.

The major program determination for the federal grants for Fiscal Year 2019-2020 resulted in two (2) major programs being tested:

Federal Transit Cluster- Gtrans Formula Grants and Capital Investment Grants

Federal Expenditures audited for Fiscal Year 2019-2020 of \$2,979,818.

Disaster Grants- Public Assistance (Presidentially Declared Disasters)

Federal Expenditures audited for Fiscal Year 2019-2020 of \$481,708.

The audit was conducted in accordance with generally accepted auditing standards in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Single Audit is conducted to review the internal controls and adequacy of procedures carried out in the City's financial reporting. The auditors found no instances of non-compliance material to the basic financial statements of the City. The auditors identified no instances of procedural deficiency or material weaknesses in any of the federal grant programs. The auditors did not identify any current year findings in the financial statement.

FINANCIAL IMPACT/COST:

None - budgeted expense

ATTACHMENTS:

[2020_Gardena_Single Audit FINAL.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is written over a light gray rectangular background.

Clint Osorio, City Manager

City of Gardena

Gardena, California

Single Audit and Independent Auditors' Reports

For the Year Ended June 30, 2020

City of Gardena
Single Audit and Independent Auditors' Reports
For the Year Ended June 30, 2020

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Independent Auditors' Report

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardena, California (the "City"), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 10, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California
Page 2

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The PwC Group, LLP

Santa Ana, California
December 10, 2020



**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Independent Auditors' Report

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California

Report on Compliance for Each Major Federal Program

We have audited the City of Gardena, California's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2020. The City's major federal programs are identified in the summary of the auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

200 E. Sandpointe Ave., Suite 600, Santa Ana, California 92707

Tel: 949-777-8800 • Fax: 949-777-8850

www.pungroup.com

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 10, 2020, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditure of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California

March 4, 2021, except for the Schedule of Expenditures of Federal Awards, which is as of December 10, 2020.

City of Gardena
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor Program Title	Federal CFDA Number	Agency or Pass-Through Number	Federal Expenditures	Expenditures to Subrecipients
U.S. Department of Housing and Urban Development				
<i>CDBG - Entitlement Grants Cluster</i>				
<i>Direct Programs:</i>				
Community Development Block Grants / Entitlement Grants	14.218	B-19-MC-06-0577	550,713	20,000
Total CDBG - Entitlement Grants Cluster			550,713	20,000
<i>Pass-through the State of California Department of Housing and Community Development:</i>				
HOME Investment Partnerships Program	14.239	11-HOME-7651	29,414	-
Total HOME Investment Partnerships Program			29,414	-
Total U.S. Department of Housing and Urban Development			580,127	20,000
U.S. Department of Justice				
<i>Direct Program:</i>				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2017-DJ-BX-0708	21,009	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2018-DJ-BX-0770	22,802	-
Total Edward Byrne Memorial Justice Assistance Grant Program			43,811	-
Equitable Sharing Program	16.922	CA0192400	21,017	-
Total U.S. Department of Justice			64,828	-
U.S. Department of Transportation				
<i>Federal Transit Cluster</i>				
<i>Direct Programs:</i>				
Federal Transit - Capital Investment Grants	20.500	CA-04-0129-00	84,338	-
Federal Transit - Formula Grants (Urbanized Area Formula Program)	20.507	CA-2018-128-00	513,029	-
Federal Transit - Formula Grants (Urbanized Area Formula Program)	20.507	CA-2019-092-00	2,382,451	-
Total Federal Transit - Formula Grants (Urbanized Area Formula Program)			2,895,480	-
Total Federal Transit Cluster			2,979,818	-
<i>Highway Safety Cluster</i>				
<i>Pass-through the State of California Office of Traffic Safety:</i>				
State and Community Highway Safety	20.600	PT19042	7,612	-
State and Community Highway Safety	20.600	PT20052	9,452	-
Total Highway Safety Cluster			17,064	-
<i>Pass-through the State of California Office of Traffic Safety:</i>				
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT19042	26,090	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT20052	42,462	-
Total Minimum Penalties for Repeat Offenders for Driving While Intoxicated			68,552	-
Total U.S. Department of Transportation			3,065,434	-

(Continued)

City of Gardena
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor Program Title	Federal CFDA Number	Agency or Pass-Through Number	Federal Expenditures	Expenditures to Subrecipients
U.S. Department of Health and Human Services				
<i>Aging Cluster</i>				
<i>Pass-through the County of Los Angeles:</i>				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	SSP1192003	34,902	-
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	ENP162006	1,121	-
Total Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers			36,023	-
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	ENP162006	459,942	-
Nutrition Services Incentive Program	93.053	ENP162006	35,999	-
Total Aging Cluster			531,964	-
<i>CCDF Cluster</i>				
<i>Pass-through the State of California Department of Education:</i>				
Child Care and Development Block Grant	93.575	CCTR-8076	10,060	-
Child Care and Development Block Grant	93.575	CCTR-9077	237,821	-
Total Child Care and Development Block Grant			247,881	-
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	CCTR-8076	21,884	-
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	CCTR-9077	517,347	-
Total Child Care Mandatory and Matching Funds of the Child Care and Development Fund			539,231	-
Total CCDF Cluster			787,112	-
Total U.S. Department of Health and Human Services			1,319,076	-
U.S. Department of Homeland Security				
<i>Pass-through the State of California Governor's Office of Emergency Services</i>				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4482DR	481,708	-
Total Disaster Grants - Public Assistance (Presidentially Declared Disasters)			481,708	-
Total U.S. Department of Homeland Security			481,708	-
Total Expenditures of Federal Awards			\$ 5,511,173	\$ 20,000

(Concluded)

City of Gardena
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2020

Note 1 – Reporting Entity

The financial reporting entity, as defined by the Governmental Accounting Standards Board (“GASB”) Codification, consists of the primary government, which is the City of Gardena, California (the “City”), organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the City’s financial statements to be misleading or incomplete.

The City Council acts as the governing body and is able to impose its will on the following organization, establishing financial accountability:

- City of Gardena Public Improvement Corporation

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

Funds received under the various grant programs have been recorded within the special revenue funds and enterprise fund of the City. The City utilizes the modified accrual basis of accounting for the special revenue funds and the accrual basis of accounting for the enterprise funds. The accompanying Schedule of Expenditures of Federal Awards (the “Schedule”) is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the “Uniform Guidance”). Therefore, some amounts presented in the Schedule may differ from amounts presented in, or used in, the preparation of City’s basic financial statements.

Schedule of Expenditures of Federal Awards

The accompanying Schedule presents the activity of all federal financial assistance programs of the City. Federal financial assistance received directly from federal agencies, as well as federal financial assistance passed through the State of California Department of Housing and Community Development, the State of California Department of Transportation, the State of California Office of Traffic Safety, the State of California Department of Education, the County of Los Angeles, and the State of California Governor’s Office of Emergency Services are included in the Schedule. The Schedule was prepared from only the accounts of various grant programs and, therefore, does not present the financial position or results of operations of the City.

Indirect Cost Rate

The City did not elect to use the 10% de minimis cost rate.

Note 3 – Subrecipients

During the year ended June 30, 2020, the City provided federal funds to the following subrecipient:

CFDA Numbers	Program Name / Subrecipient Name	Amount Provided to Subrecipients
14.218	Community Development Block Grants/Entitlement Grants:	
	The Fair Housing Foundation	\$ 20,000

City of Gardena
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2020

Section I – Summary of Auditors’ Results

Financial Statements

Types of report the auditors issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified?

No

- Significant deficiency(ies) identified?

None Reported

Noncompliance material to financial statements noted?

No

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified?

No

- Significant deficiency(ies) identified?

None Reported

Type of auditors’ report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

No

Identification of major federal programs:

CFDA Numbers	Major Program or Cluster	Federal Expenditures
	<i>Federal Transit Cluster:</i>	
20.500	Federal Transit - Capital Investment Grants	\$ 84,338
20.507	Federal Transit - Formula Grants	2,895,480
	Total Federal Transit Cluster	2,979,818
97.036	Disaster Grants - Public Assistance (Presidentially Declared Disasters)	481,708
	Total Disaster Grants - Public Assistance (Presidentially Declared Disasters)	481,708
	Total Expenditures of All Major Federal Programs	\$ 3,461,526
	Total Expenditures of Federal Awards	\$ 5,511,173
	Percent of Total Expenditures of Federal Awards	62.81%

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as a low-risk auditee in accordance with 2 CFR 200.520?

Yes

City of Gardena
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2020

Section II – Financial Statement Findings

A. Current Year Findings – Financial Statement

No current year findings were noted.

B. Prior Year Findings – Financial Statement

No prior year findings were noted.

Section III – Federal Award Findings and Questioned Costs

A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit

No current year findings were noted.

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit

No prior year findings were noted.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.F
Section: CONSENT CALENDAR
Meeting Date: March 23, 2021

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

AGENDA TITLE: RESOLUTION NO. 6502, AUTHORIZING THE APPLICATION FOR THE FEDERAL TRANSIT ADMINISTRATION'S FY2021 LOW OR NO EMISSION GRANT PROGRAM

CONTACT: TRANSPORTATION

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

The Fixing America's Surface Transportation (FAST) Act (December, 2015) authorizes the Federal Transit Administration (FTA) to award funds through the Low or No Emission Bus Program via a competitive process. The Low or No Emission competitive program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities.

In keeping with its goal to pursue mixed fleet of both Compressed Natural Gas (CNG) and zero emission buses, GTrans is preparing to submit an application through this program for the purchase of up to seven battery electric buses and charging equipment that would replacing aging buses in the fleet. This application for \$1,527,832 will provide shortfall funding for this project, as GTrans already has federal and local funds obligated through other programs to supplement the overall project cost of \$6,529,227.

Therefore is recommended that City Council adopt Resolution No. 6502 authorizing GTrans to apply for the Low or No Emission Bus Program for the purpose of funding the purchase of up to seven battery electric buses and for the Director of Transportation or his designee to execute the grants, if awarded.

FINANCIAL IMPACT/COST:

There is no impact to the General Fund. GTrans is applying for a total of \$ 1,527,832, with a local match of \$269,617 provided by a combination of State and Local funds (Proposition C Discretionary and MOSIP, and Low Carbon Transit Operations Program) available to GTrans.

ATTACHMENTS:

[Resolution 6502.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

RESOLUTION NO. 6502

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE FILING OF APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for transportation projects; and

WHEREAS, the grants or cooperative agreements for Federal financial assistance will impose certain obligations upon the Applicant, and may require the applicant to provide the local share of the project cost; and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

SECTION 1. The Director of Transportation or designee is authorized to execute applications and amendments to grants for Federal assistance on behalf of the City of Gardena with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

SECTION 2. The Applicant (City of Gardena) has received authority from the Designated Recipient, Southern California Association of Governments (SCAG), to apply for Urbanized Area Formula Program assistance in accordance with 49 U.S.C. § 5307.

SECTION 3. The Director of Transportation, or designee is authorized to execute and file with its applications, the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

SECTION 4. The Director of Transportation or designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Gardena.

SECTION 5. That this resolution shall be effective immediately.

Resolution No. 6502

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
City of Gardena, California

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

MEMORANDUM

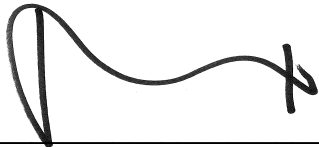
TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: March 18, 2021
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) March 23, 2021 TOTAL WARRANTS ISSUED: \$4,193,289.17

Wire Transfer: 11985-11989
Prepay: 162454-162460
Check Numbers: 162461-162649
Checks Voided:

Total Pages of Register: 21

March 12, 2021 TOTAL PAYROLL ISSUED: \$1,420,890.29



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
11985	3/3/2021	101641 CALPERS	100000016317287		SAFETY (CLASSIC) UAL PAYMENT FOR	586.92
					Total :	586.92
11986	3/4/2021	104058 ADMINISURE INC.	030421		WORKERS' COMP CLAIMS	26,799.11
					Total :	26,799.11
11987	3/10/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	031021		HEALTH INSURANCE CLAIMS	125,756.87
					Total :	125,756.87
11988	3/15/2021	419630 U.S. BANK	1732608		TAXABLE PENSION OBLIGATION BOND	1,259,547.28
					Total :	1,259,547.28
11989	3/15/2021	104058 ADMINISURE INC.	031121		WORKERS' COMP CLAIMS	22,680.73
					Total :	22,680.73
162454	3/10/2021	110385 KIMLEY-HORN AND ASSOCIATES, INC	1940910063.3	032-00079	DEVELOPMENT SERVICES - TOD SP-G	12,877.13
					Total :	12,877.13
162455	3/10/2021	110385 KIMLEY-HORN AND ASSOCIATES, INC	18099917	032-00079	DEVELOPMENT SERVICES - TOD SP-G	23,940.57
					Total :	23,940.57
162456	3/15/2021	111695 MITTAL LEGACY LP	RA-AGBELUSI		COVID-19 RENTAL ASSISTANCE PROGI	5,000.00
					Total :	5,000.00
162457	3/15/2021	111695 MITTAL LEGACY LP	RA-OGHENEKOHWO		COVID-19 RENTAL ASSISTANCE PROGI	5,000.00
					Total :	5,000.00
162458	3/15/2021	111695 MITTAL LEGACY LP	RA-ARTIGUE		COVID-19 RENTAL ASSISTANCE PROGI	4,725.00
					Total :	4,725.00
162459	3/15/2021	111693 PACIFIC PROPERTY MANAGEMENT	RA-BELAIR		COVID-19 RENTAL ASSISTANCE PROGI	5,000.00
					Total :	5,000.00
162460	3/15/2021	111694 MC MURRAY, TIM	RA-CONSTANTINE		COVID-19 RENTAL ASSISTANCE PROGI	3,450.00
					Total :	3,450.00
162461	3/23/2021	106086 ABC COMPANIES	3169724		GTRANS PARTS SUPPLIES	387.67

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162461	3/23/2021	106086 ABC COMPANIES	(Continued) 3170125		GTRANS PARTS SUPPLIES	439.74
Total :						827.41
162462	3/23/2021	104058 ADMINSURE INC.	14016	023-01292	ADMINSURE CLAIMS ADMINISTRATION	11,680.00
Total :						11,680.00
162463	3/23/2021	101748 AFTERMARKET PARTS COMPANY LLC, THE	82263348	037-09965	GTRANS AUTO PARTS	9.10
			82265484	037-09965	GTRANS AUTO PARTS	3.72
			82266391	037-09965	GTRANS AUTO PARTS	1,775.00
			82268559	037-09965	GTRANS AUTO PARTS	1,807.97
			82276371	037-09965	GTRANS AUTO PARTS	1,340.43
			82313481	037-09965	GTRANS AUTO PARTS	71.17
			82315643	037-09965	GTRANS AUTO PARTS	5.52
			82315653	037-09965	GTRANS AUTO PARTS	5,638.56
			82315714	037-09965	GTRANS AUTO PARTS	3.19
			823227744	037-09965	GTRANS AUTO PARTS	1,473.94
			82322782	037-09965	GTRANS AUTO PARTS	431.30
			82323891	037-09965	GTRANS AUTO PARTS	403.76
Total :						12,963.66
162464	3/23/2021	110423 ALL STAR ELITE SPORTS	2364	073-00013	COVID-19 EMERGENCY SUPPLIES - FA	4,079.25
Total :						4,079.25
162465	3/23/2021	100925 AMERICAN MOVING PARTS	01A118153		GTRANS AUTO PARTS	2,007.66
			01A118156		GTRANS AUTO PARTS	1,753.87
Total :						3,761.53
162466	3/23/2021	101628 AQUA-FLO SUPPLY	1691220		PARK MAINT SUPPLIES	92.86
			1693957		PARK MAINT SUPPLIES	293.76
			CM0145539		PARK MAINT SUPPLIES	-144.24
Total :						242.38
162467	3/23/2021	108625 ARAD OIL INC.	FEBRUARY 2021		CAR WASH	210.00
Total :						210.00
162468	3/23/2021	111551 ARECHIGA, OSVALDO	031121		REFUND - MISC DISTRIBUTION~	43.48

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162468	3/23/2021	111551 111551 ARECHIGA, OSVALDO	(Continued)		Total :	43.48
162469	3/23/2021	104687 AT&T	16095069		TELEPHONE	394.35
			16118512		TELEPHONE	470.45
					Total :	864.80
162470	3/23/2021	616090 AT&T	3103232408 03/01/21		TELEPHONE	1,513.35
					Total :	1,513.35
162471	3/23/2021	111170 AT&T FIRSTNET	287293420631X031021		PD CELL PHONE ACCT #287293420631	208.45
					Total :	208.45
162472	3/23/2021	110616 AUTO COLLISION GROUP	20003014	024-00703	2017 FORD SUPER DUTY BODY REPAIR	12,693.15
					Total :	12,693.15
162473	3/23/2021	102880 AUTOPLEX, INC.	12577		2018 FORD INTRCPTR #1554676 OIL &	45.59
					Total :	45.59
162474	3/23/2021	110686 AZTECH ELEVATOR COMPANY	AZ16809	024-00665	ELEVATOR MAINTENANCE - NCC	285.00
			AZ16810	024-00665	ELEVATOR MAINTENANCE - PW	285.00
			AZ16811	024-00665	ELEVATOR MAINTENANCE - NCC	100.00
			AZ16812	024-00665	ELEVATOR MAINTENANCE - CITY HALL	100.00
					Total :	770.00
162475	3/23/2021	110190 BASNET FAMILY CHILD CARE	FEBRUARY 2021		CHILD CARE PROVIDER	2,936.00
					Total :	2,936.00
162476	3/23/2021	111481 BATEMAN COMMUNITY LIVING, LLC	INV4650004716	034-00458	SENIOR FEEDING PROGRAM	11,451.30
			INV4650004746	034-00458	SENIOR FEEDING PROGRAM	11,563.02
					Total :	23,014.32
162477	3/23/2021	103641 BECNEL UNIFORMS	35797		BUS UNIFORM SUPPLIES	881.37
					Total :	881.37
162478	3/23/2021	102135 BEHRENDT, KENT	010	023-01291	IT NETWORK SUPPORT	3,400.00
					Total :	3,400.00
162479	3/23/2021	102840 BERLITZ LANGUAGES, INC	001-274-21-01022		BILINGUAL TESTING	55.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162479	3/23/2021	102840 102840 BERLITZ LANGUAGES, INC	(Continued)		Total :	55.00
162480	3/23/2021	102331 BLUE DIAMOND MATERIALS	2127923		STREET MAINT SUPPLIES	136.21
					Total :	136.21
162481	3/23/2021	111692 BOARD UP BOYS LLC	932262		PROFESSIONAL SERVICES	500.00
					Total :	500.00
162482	3/23/2021	109377 BOB BARKER COMPANY, INC.	UT1000555849		JAIL PROGRAM SUPPLIES	97.76
					Total :	97.76
162483	3/23/2021	108715 BOBBS, CINDY	FEBRUARY 2021		CHILD CARE PROVIDER	4,060.00
					Total :	4,060.00
162484	3/23/2021	109905 BOGGS, KWYN	02/21-02/24		TRAINING - ADVANCED ROADSIDE IMP	100.00
					Total :	100.00
162485	3/23/2021	110938 BRANDON'S FAMILY CHILDCARE	FEBRUARY 2021		CHILD CARE PROVIDER	1,720.00
					Total :	1,720.00
162486	3/23/2021	111615 BUCKNAM INFRASTRUCTURE GROUP, INC	369-01.02	024-00709	PAVEMENT MANAGEMENT PROGRAM	2,486.00
					Total :	2,486.00
162487	3/23/2021	105991 BURRO CANYON ENT., INC.	2330		RANGE FEES 02/09/21	70.00
					Total :	70.00
162488	3/23/2021	110399 C.A. SHORT COMPANY	7030315		AWARDS & RECOGNITION SUPPLIES	110.72
					Total :	110.72
162489	3/23/2021	103383 CALPORTLAND	94929737		STREET MAINT SUPPLIES	1,401.15
					Total :	1,401.15
162490	3/23/2021	110313 CALTIP	94-2021-FEB	037-09953	INSURANCE CLAIMS DEDUCTIBLE - FE	17,747.50
					Total :	17,747.50
162491	3/23/2021	110538 CANNON COMPANY	75766	024-00582	ROWLEY PARK RESTROOM IMPROVEM	1,328.75
					Total :	1,328.75
162492	3/23/2021	823003 CARL WARREN & COMPANY	FEBRUARY 2021		CLAIMS MANAGEMENT	1,239.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162492	3/23/2021	823003 823003 CARL WARREN & COMPANY	(Continued)		Total :	1,239.00
162493	3/23/2021	111366 CASSO & SPARKS, LLP	20483		PROFESSIONAL SERVICES	16,303.00
					Total :	16,303.00
162494	3/23/2021	110862 CES ENVIRONMENTAL CONSULTANTS	21-051		CONSULTANT SERVICES - ASBESTOS	1,335.00
			21-052		CONSULTANT SERVICES - ASBESTOS	1,335.00
					Total :	2,670.00
162495	3/23/2021	110605 CHANDLER ASSET MANAGEMENT	2102GARDENA	013-00028	INVESTMENT SERVICES - FEBRUARY	1,374.42
					Total :	1,374.42
162496	3/23/2021	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/ FEBRUARY 2021			CHILD CARE PROVIDER	4,115.00
					Total :	4,115.00
162497	3/23/2021	312105 CITY OF LOS ANGELES	94 MA210000038		TRAFFIC SIGNAL MAINTENANCE & OPI	872.96
					Total :	872.96
162498	3/23/2021	111534 CLEAN ENERGY	CE12374929	037-09981	GTRANS OFFSITE CNG FUELING SERV	12,983.91
					Total :	12,983.91
162499	3/23/2021	110215 CLEVER DEVICES LTD	PJINV00384711	037-09769	PURCHASE AND INSTALLATION OF AN	41,366.90
					Total :	41,366.90
162500	3/23/2021	106712 CODE 5 GROUP, LLC	3094	035-01047	ANNUAL TRACKING SERVICE	3,200.00
					Total :	3,200.00
162501	3/23/2021	106117 COLLINS COMPANY	606189		PARK MAINT SUPPLIES	245.99
					Total :	245.99
162502	3/23/2021	102388 COPYLAND, INC.	74522	037-09882	GTRANS DAILY VEHICLE INSPECTION	1,235.26
					Total :	1,235.26
162503	3/23/2021	103353 CRM COMPANY, LLC.	LA17250		SCRAP TIRE DISPOSAL FEE	29.50
					Total :	29.50
162504	3/23/2021	503808 CROSSROADS SOFTWARE INC.	7050	035-01056	OTS TRAFFIC RECORDS IMPROVEMEN	24,800.00
					Total :	24,800.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162505	3/23/2021	107082 CXTEC INC.	7077948	023-01319	POWER SUPPLY & MODULES FOR SEF	3,603.25
Total :						3,603.25
162506	3/23/2021	111377 DE NOVO PLANNING GROUP	2975	032-00072	PROFESSIONAL SERVICES - OLSON C	3,682.68
Total :						3,682.68
162507	3/23/2021	111609 DEARK E&C, INC.	PROJECT NO. PG 20-2	024-00706	MAS FUKAI IMPROVEMENTS, PHASE 1	81,215.50
Total :						81,215.50
162508	3/23/2021	110360 DELA CRUZ, SPENCER	030921		MGMT ANNUAL HEALTH BENEFIT	805.00
Total :						805.00
162509	3/23/2021	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	NOVEMBER 2020	023-01293	MONTHLY HOUSING SERVICES - NOVE	2,122.18
Total :						2,122.18
162510	3/23/2021	104343 DISCOUNT SCHOOL SUPPLY	P40226250101	331-00052	FCC PROGRAM SUPPLIES	511.99
			P40226290101	331-00052	FCC PROGRAM SUPPLIES	134.43
Total :						646.42
162511	3/23/2021	104258 DR. MARTIN LUTHER KING JR., COMMITTEE	2020/2021		COMMUNITY PROMOTIONS	1,000.00
Total :						1,000.00
162512	3/23/2021	111452 DRAW TAP GIS, LLC	2021GAR-004		CONSULTANT SERVICES - MS4 & ARC	475.00
Total :						475.00
162513	3/23/2021	109416 E S SPORTS	11284		CUSTOM GRAPHICS FOR UNIT P23	790.16
Total :						790.16
162514	3/23/2021	110534 EL DORADO NATIONAL	402143	037-09973	2020 ENC AXCESS 40' CNG BUS #2013	704,259.38
			402144	037-09973	2020 ENC AXCESS 40' CNG BUS #2014	704,259.38
			90630576	037-09910	GTRANS BUS VEHICLE SUPPLIES	6,615.00
			90630578	037-09910	GTRANS BUS VEHICLE SUPPLIES	20,396.25
			90630589	037-09910	GTRANS BUS VEHICLE SUPPLIES	35,280.00
			90630590	037-09910	GTRANS BUS VEHICLE SUPPLIES	18,081.00
			90648414	037-09910	GTRANS BUS VEHICLE SUPPLIES	405.72
			90649765	037-09910	GTRANS BUS VEHICLE SUPPLIES	2,085.92
			90650083	037-09910	GTRANS BUS VEHICLE SUPPLIES	4,117.90

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162514	3/23/2021	110534 EL DORADO NATIONAL	(Continued) 90650096	037-09910	GTRANS BUS VEHICLE SUPPLIES	31.87
Total :						1,495,532.42
162515	3/23/2021	105418 EMPIRE CLEANING SUPPLY	S4353156.005	024-00673	CUSTODIAL SUPPLIES	112.19
			S4505800	024-00673	CUSTODIAL SUPPLIES	911.94
			S4505800.002	024-00673	CUSTODIAL SUPPLIES	85.37
Total :						1,109.50
162516	3/23/2021	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI FEBRUARY 2021			CHILD CARE PROVIDER	7,579.00
Total :						7,579.00
162517	3/23/2021	105392 ENTENMANN-ROVIN COMPANY	0153307		PD UNIFORM SUPPLIES	118.19
			0156856		PD UNIFORM SUPPLIES	338.46
Total :						456.65
162518	3/23/2021	106459 ENTERPRISE FM TRUST	FBN157917	023-01294	ENTERPRISE LEASE - MARCH 2021 - P	10,296.66
			FBN4166477	023-01294	ENTERPRISE LEASE - MARCH 2021	6,371.93
Total :						16,668.59
162519	3/23/2021	107510 ESCALANTE, WENDY E.	FEBRUARY 2021		CHILD CARE PROVIDER	5,290.00
Total :						5,290.00
162520	3/23/2021	109426 ESPINOSA, VANESSA	02/22-03/05/21		PROFESSIONAL SERVICES - CASE WC	1,260.00
Total :						1,260.00
162521	3/23/2021	110628 EVERBRIDGE, INC.	M59326	035-01048	MULTI-JURISDICTIONAL NOTIFICATION	21,662.01
Total :						21,662.01
162522	3/23/2021	105650 EWING IRRIGATION PRODUCTS	13208941		PARK MAINT SUPPLIES	63.69
			13209098		PARK MAINT SUPPLIES	-63.69
			13636520		PARK MAINT SUPPLIES	122.46
Total :						122.46
162523	3/23/2021	105367 FACILITIES PROTECTION SYSTEMS	66749	037-09941	PREVENTATIVE MAINTENANCE SERVICE	2,380.00
Total :						2,380.00
162524	3/23/2021	106129 FEDEX	7-275-31400		SHIPPING SERVICES	15.99

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162524	3/23/2021	106129 FEDEX	(Continued) 7-296-76122 7-297-05526		SHIPPING SERVICES SHIPPING SERVICES	16.00 32.15
					Total :	64.14
162525	3/23/2021	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2504472102 2512052102		DRUG TEST/ADMIN FEE DRUG TEST/ADMIN FEE	510.02 10.69
					Total :	520.71
162526	3/23/2021	106545 FLEETPRIDE, INC	69792455		BUS AUTO PARTS	24.64
					Total :	24.64
162527	3/23/2021	106465 FOX FIRST AID & SAFETY INC	64454		PARK MAINT SUPPLIES	27.56
					Total :	27.56
162528	3/23/2021	107724 GARCIA, CLAUDIA CRISTINA	FEBRUARY 2021		CHILD CARE PROVIDER	10,511.00
					Total :	10,511.00
162529	3/23/2021	207133 GARCIA, NANCY C.	FEBRUARY 2021		CHILD CARE PROVIDER	8,134.00
					Total :	8,134.00
162530	3/23/2021	108183 GARDENA ACE HARDWARE	74842		STREET MAINT SUPPLIES	5.14
					Total :	5.14
162531	3/23/2021	107030 GARDENA AUTO PARTS	130518 131007 131364		PW AUTO PARTS PW AUTO PARTS PD AUTO PARTS	60.00 52.66 26.43
					Total :	139.09
162532	3/23/2021	107011 GARDENA VALLEY NEWS, INC.	00103347 00103414 00103418 00103421 00103588		PUBLIC NOTICE - APPLICATIONS FOR NOTICE OF PUBLIC HEARING - NOTICE OF PUBLIC HEARING - NOTICE OF PUBLIC HEARING - NOTICE OF PUBLIC HEARING - ORDIN/	119.00 206.50 178.50 150.50 315.00
					Total :	969.50
162533	3/23/2021	107034 GARDENA WELDING SUPPLY CO INC.	95 117790		PW MAINT SUPPLIES	46.25

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162533	3/23/2021	107034 107034 GARDENA WELDING SUPPLY CO INC.	(Continued)			Total : 46.25
162534	3/23/2021	619005 GAS COMPANY, THE	030421		GAS	13,203.33
			030521		CNG FUEL	856.92
					Total :	14,060.25
162535	3/23/2021	100640 GNA-BROOK FIRE PROTECTION INC.	20075977		ANNUAL FIRE EXTINGUISHER SERVICE	1,667.07
					Total :	1,667.07
162536	3/23/2021	619004 GOLDEN STATE WATER CO.	030421		WATER	9,302.85
					Total :	9,302.85
162537	3/23/2021	110435 GUERRERO, ANGELICA	FEBRUARY 2021		CHILD CARE PROVIDER	7,740.00
					Total :	7,740.00
162538	3/23/2021	111484 HANNA, BROPHY, MACLEAN,, MCALEER & JEN	1999889		PROFESSIONAL SERVICES	175.00
					Total :	175.00
162539	3/23/2021	108607 HENDERSON-BATISTE, TANEKA	FEBRUARY 2021		CHILD CARE PROVIDER	3,002.00
					Total :	3,002.00
162540	3/23/2021	111549 HF & H CONSULTANTS, LLC	9717998	020-00029	CONSULTING SERVICES - SOLID WASTE	1,100.00
					Total :	1,100.00
162541	3/23/2021	108434 HOME DEPOT CREDIT SERVICES	1523929		STREET MAINT SUPPLIES	12.78
			2320253		GTRANS MAINT SUPPLIES	419.73
			5533804		BLDG MAINT SUPPLIES	60.64
			5545814		BLDG MAINT SUPPLIES	14.26
			8511531		BLDG MAINT SUPPLIES	3.85
			9053756		PD PROGRAM SUPPLIES	165.15
					Total :	676.41
162542	3/23/2021	108430 HOME PIPE & SUPPLY	F29249		BLDG MAINT SUPPLIES	209.27
			F29304		BLDG MAINT SUPPLIES	16.50
			F29450		BLDG MAINT SUPPLIES	61.69
			F29587		BLDG MAINT SUPPLIES	175.93
			F29591		BLDG MAINT SUPPLIES	103.20
			F29651		BLDG MAINT SUPPLIES	578.34

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162542	3/23/2021	108430 HOME PIPE & SUPPLY	(Continued) F29723		BLDG MAINT SUPPLIES	44.74
					Total :	1,189.67
162543	3/23/2021	111696 INDICATOR REEF INC.	RA-CHIBA		COVID-19 RENTAL ASSISTANCE PROGI	4,650.00
					Total :	4,650.00
162544	3/23/2021	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	38990		PD PROGRAM SUPPLIES	252.23
					Total :	252.23
162545	3/23/2021	100994 INSIGHT PUBLIC SECTOR, INC.	1100786530		PANORAMA LG ANTENNAA	463.11
					Total :	463.11
162546	3/23/2021	109460 INTERNATIONAL BUSINESS INFO, TECH DBA	INV-000205	035-01049	LICENSE RENEWAL TRAINING RECORI	2,884.00
					Total :	2,884.00
162547	3/23/2021	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	130097888 50097039		GTRANS AUTO PARTS	546.71
					GTRANS AUTO PARTS	1,253.40
					Total :	1,800.11
162548	3/23/2021	110733 J & S PROPERTY MANAGEMENT AND, MAINT	5343	037-09857	LANDSCAPE MAINTENANCE SERVICE	1,295.00
					Total :	1,295.00
162549	3/23/2021	108555 JALISCO TIRE & AUTO REPAIR	021621 030421 030821		FLAT REPAIR	11.03
					(4) TIRES BALANCE & MOUNT	60.00
					FLAT REPAIR	10.00
					Total :	81.03
162550	3/23/2021	107642 JAPANESE AUTOMOTIVE CENTER, INC.	0287357		2006 CHEVY SILVERADO #1261054 SEF	750.00
					Total :	750.00
162551	3/23/2021	107746 JAS PACIFIC	BI 13859	032-00068	BUILDING INSPECTOR SERVICES - FEI	3,539.83
					Total :	3,539.83
162552	3/23/2021	105226 JEKAL FAMILY CHILD CARE	FEBRUARY 2021		CHILD CARE PROVIDER	7,121.00
					Total :	7,121.00
162553	3/23/2021	110853 JONES & MAYER	101821	023-01295	ATTORNEY SERVICES	10,011.31

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162553	3/23/2021	110853 JONES & MAYER	(Continued)			
			101822		ATTORNEY SERVICES	900.00
			101824		ATTORNEY SERVICES	41.00
			101825		ATTORNEY SERVICES	375.00
			101826	023-01302	ATTORNEY SERVICES	1,742.50
			101827		ATTORNEY SERVICES	100.00
			101828		ATTORNEY SERVICES	2,214.00
			101829		ATTORNEY SERVICES	750.00
			101830		ATTORNEY SERVICES	3,350.00
			101832		ATTORNEY SERVICES	2,009.00
			101833		ATTORNEY SERVICES	1,250.50
			101834		ATTORNEY SERVICES	164.00
			101835		ATTORNEY SERVICES	4,892.00
			101836		ATTORNEY SERVICES	250.00
					Total :	28,049.31
162554	3/23/2021	110385 KIMLEY-HORN AND ASSOCIATES, INC	18366919	032-00079	DEVELOPMENT SERVICES - TOD SP-G	1,523.93
					Total :	1,523.93
162555	3/23/2021	111517 KIRK'S AUTOMOTIVE INC.	1047336		GTRANS SHOP SUPPLIES	50.20
			1047337		GTRANS SHOP SUPPLIES	463.46
					Total :	513.66
162556	3/23/2021	111045 KJ SERVICES	2115		BOTTLE & CAN RECYCLING PROGRAM	85.00
			2116		USED OIL PROGRAM EXPENSE - FEBR	573.75
					Total :	658.75
162557	3/23/2021	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	21020804180	024-00679	INDUSTRIAL WASTE SERVICES	12,032.21
					Total :	12,032.21
162558	3/23/2021	109939 LA UNIFORMS & TAILORING	25		PD UNIFORM SUPPLIES	777.26
					Total :	777.26
162559	3/23/2021	112015 LACERDA, DALVANICE	FEBRUARY 2021		CHILD CARE PROVIDER	8,064.00
					Total :	8,064.00
162560	3/23/2021	112014 LAKESHORE LEARNING MATERIALS	4242490321	331-00053	FCC PROGRAM SUPPLIES	286.54
			4291500321	331-00053	FCC PROGRAM SUPPLIES	496.55

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162560	3/23/2021	112014 LAKESHORE LEARNING MATERIALS	(Continued)			
			4340870321	331-00053	FCC PROGRAM SUPPLIES	31.51
			4367670321		FCC PROGRAM SUPPLIES	499.73
				331-00053		
			4433840321	331-00053	FCC PROGRAM SUPPLIES	500.01
					Total :	1,814.34
162561	3/23/2021	110257 LAPENNA-HUDA, ELISABETTA	0227	037-09988	EXECUTIVE COACHING - GTRANS	8,333.33
					Total :	8,333.33
162562	3/23/2021	105874 LAWSON PRODUCTS, INC.	9308157788		BUS SHOP SUPPLIES	1,234.80
					Total :	1,234.80
162563	3/23/2021	110777 LEARN N PLAY FAMILY DAYCARE	FEBRUARY 2021		CHILD CARE PROVIDER	5,738.00
					Total :	5,738.00
162564	3/23/2021	108237 LEO WEB PROTECT	2865	035-01050	POLICE PRIVACY SERVICE SUBSCRIP	4,799.36
					Total :	4,799.36
162565	3/23/2021	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20210228		MONTHLY SUBSCRIPTION FEE	1,393.48
					Total :	1,393.48
162566	3/23/2021	110920 LIBERTY MANUFACTURING, INC	299		PD RANGE SERVICES	372.00
					Total :	372.00
162567	3/23/2021	112260 LIEBERT CASSIDY WHITMORE	1513891		PROFESSIONAL SERVICES	1,636.00
			1513892		PROFESSIONAL SERVICES	781.40
			1513893		PROFESSIONAL SERVICES	258.50
			1513894		PROFESSIONAL SERVICES	982.00
			1513896		PROFESSIONAL SERVICES	2,363.60
			1513897		PROFESSIONAL SERVICES	300.00
			1514969		PROFESSIONAL SERVICES	6,081.94
					Total :	12,403.44
162568	3/23/2021	102233 LITTLE PEOPLE DAY CARE	FEBRUARY 2021		CHILD CARE PROVIDER	4,775.00
					Total :	4,775.00
162569	3/23/2021	105279 LOS ANGELES TRUCK CENTERS LLC	XA220285204		SWEEPER AUTO PARTS	135.76

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162569	3/23/2021	105279 105279 LOS ANGELES TRUCK CENTERS LLC	(Continued)			Total : 135.76
162570	3/23/2021	112607 LUMINATOR TECHNOLOGY GROUP INC	569015	037-09983	BUS SHOP SUPPLIES	25,302.39
			570724	037-09982	BUS SHOP SUPPLIES	176.14
			573118	037-09982	BUS SHOP SUPPLIES	6,256.58
					Total :	31,735.11
162571	3/23/2021	112615 LU'S LIGHTHOUSE, INC.	01190025	037-09974	GTRANS SHOP SUPPLIES	206.00
					Total :	206.00
162572	3/23/2021	110204 MA-5	1028	035-01019	INVESTIGATION SERVICES - JANUARY	4,575.00
			1029	035-01019	INVESTIGATION SERVICES - FEBRUAR	4,875.00
					Total :	9,450.00
162573	3/23/2021	105082 MAJESTIC LIGHTING, INC.	ML79711		BLDG MAINT SUPPLIES	99.21
					Total :	99.21
162574	3/23/2021	109203 MAKAI SOLUTIONS	4406	037-09962	FACILITIES AND EQUIPMENT MAINTEN	842.53
					Total :	842.53
162575	3/23/2021	113036 MANERI SIGN CO., INC.	40009486		SIGNS - 18"X24" "NO STOPPING 7AM-9,	472.72
			40009606		SIGNS - 6"X12" "OM2-1H"	124.62
					Total :	597.34
162576	3/23/2021	104841 MAR-CO EQUIPMENT COMPANY	175853	024-00718	SEWER MAINT SUPPLIES	3,452.29
					Total :	3,452.29
162577	3/23/2021	110306 MARIPOSA LANDSCAPES, INC	92543	024-00669	MEDIAN LANDSCAPE MAINTENANCE	6,924.00
					Total :	6,924.00
162578	3/23/2021	107951 MARK HANDLER & ASSOCIATES	FEBRUARY 2021	032-00065	BUILDING INSPECTION SERVICES	11,895.00
					Total :	11,895.00
162579	3/23/2021	107644 MARTINEZ, CHERYL NAOMI	FEBRUARY 2021		CHILD CARE PROVIDER	4,292.00
					Total :	4,292.00
162580	3/23/2021	104773 MARTINEZ, KAMBY	FEBRUARY 2021		CHILD CARE PROVIDER	5,482.00

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162580	3/23/2021	104773 104773 MARTINEZ, KAMBY	(Continued)		Total :	5,482.00
162581	3/23/2021	113064 MCMASTER-CARR SUPPLY COMPANY	50178168		GTRANS SHOP SUPPLIES	470.58
			50604050		GTRANS SHOP SUPPLIES	474.20
			50607807		GTRANS SHOP SUPPLIES	68.36
			50617619		GTRANS SHOP SUPPLIES	34.63
			50666208		GTRANS SHOP SUPPLIES	107.06
					Total :	1,154.83
162582	3/23/2021	109056 MULTICARD	21572		PD PROGRAM SUPPLIES	249.06
					Total :	249.06
162583	3/23/2021	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	516310		PROPANE GAS	213.68
					Total :	213.68
162584	3/23/2021	109290 MZ AUTO GLASS	86323		WINDOW TINT FOR BUS #2915	642.75
					Total :	642.75
162585	3/23/2021	214310 NIKO, UIKILIFI	022421		MEDICAL REIMBURSEMENT	1,167.12
					Total :	1,167.12
162586	3/23/2021	110685 NRM & ASSOCIATES	007-2021	037-09847	PROJECT MANAGEMENT SERVICES F	5,000.00
					Total :	5,000.00
162587	3/23/2021	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	70530315		RANDOM BAT, UDS COLL, DOT RECER	437.50
			70605511		RANDOM BAT, UDS COLL, PHYSICAL, F	999.50
			70607847		DOT RECERTIFICATION	103.00
					Total :	1,540.00
162588	3/23/2021	115168 OFFICE DEPOT	152085873		CT OFFICE SUPPLIES	78.06
			155349238		PD OFFICE SUPPLIES	79.84
			155349702		PD OFFICE SUPPLIES	92.58
			155962655		PD OFFICE SUPPLIES	155.56
			156132190		PD OFFICE SUPPLIES	99.11
			156330460		CD OFFICE SUPPLIES	151.21
			157293593		CD OFFICE SUPPLIES	180.57
			157866384		PD OFFICE SUPPLIES	59.47
			157866704		PD OFFICE SUPPLIES	121.26

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162588	3/23/2021	115168 OFFICE DEPOT	(Continued)			
			157866705		PD OFFICE SUPPLIES	8.65
			158923934		BUS OFFICE SUPPLIES	185.04
			159078750		PD OFFICE SUPPLIES	-19.82
			159665552		CM OFFICE SUPPLIES	54.54
			159703452		PD OFFICE SUPPLIES	326.63
			160206145		CM OFFICE SUPPLIES	51.22
			161206837		PD OFFICE SUPPLIES	187.40
					Total :	1,811.32
162589	3/23/2021	111358 O'REILLY AUTO PARTS	465866		GTRANS AUTO PARTS	215.46
			478863		GTRANS AUTO PARTS	6.26
			495951		GTRANS AUTO PARTS	10.31
					Total :	232.03
162590	3/23/2021	115810 ORKIN PEST CONTROL	207750833		PEST CONTROL - ACCT #27336703	230.90
			207750877		PEST CONTROL - ACCT #27336703	230.90
					Total :	461.80
162591	3/23/2021	215540 OSORIO, VICENTE	022221		MEDICAL REIMBURSEMENT	2,406.51
					Total :	2,406.51
162592	3/23/2021	109890 OWUSU FAMILY CHILD CARE	FEBRUARY 2021		CHILD CARE PROVIDER	7,710.00
					Total :	7,710.00
162593	3/23/2021	111654 PACIFIC POWERWASH	1743		DEEP CLEANING SERVICE FOR PD OF	325.00
					Total :	325.00
162594	3/23/2021	109297 PEREZ, JUAN	02/21-02/24		TRAINING - ADVANCED ROADSIDE IMP	100.00
			04/04-04/12		TRAINING - BASIC COLLISION SCHOOL	250.00
					Total :	350.00
162595	3/23/2021	116140 PETE'S ROAD SERVICE, INC.	479719		TIRES - HANKOOK DYNAPRO HT LT 21	708.19
			479867		SERVICE LABOR - DISMOUNT	32.00
					Total :	740.19
162596	3/23/2021	108628 PETROLEUM MARKETING EQUIPMENT	3146825		PW AUTO SUPPLIES	521.62

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162596	3/23/2021	108628 108628 PETROLEUM MARKETING EQUIPMENT	(Continued)			
					Total :	521.62
162597	3/23/2021	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0120211211	035-01020	PARKING CONTRACT SERVICES - JANI	222.90
			012021211	035-01020	PARKING CONTRACT SERVICES - JANI	6,564.17
					Total :	6,787.07
162598	3/23/2021	105574 PINNACLE PETROLEUM, INC.	0242877	037-09960	87 OCTANE REGULAR UNLEADED CAR	27,622.39
			0242878	037-09960	87 OCTANE REGULAR UNLEADED CAR	27,294.38
					Total :	54,916.77
162599	3/23/2021	106092 PRUDENTIAL OVERALL SUPPLY	42600827		UNIFORM & SUPPLY RENTAL	138.20
			42600828		UNIFORM & SUPPLY RENTAL	43.78
			42600829		SUPPLY RENTAL - MATS - GTRANS	50.10
			42601143		UNIFORM & SUPPLY RENTAL	285.50
			42602927		UNIFORM & SUPPLY RENTAL	138.20
			42602928		UNIFORM & SUPPLY RENTAL	43.78
			42602929		SUPPLY RENTAL - MATS - GTRANS	50.10
			42602930		SUPPLY RENTAL - MATS - NCC	13.65
			42602931		SUPPLY RENTAL - MATS - CH	19.00
			42602932		SUPPLY RENTAL - MATS - PD	91.60
			42602933		SUPPLY RENTAL - MATS - HS	11.60
			42603173		UNIFORM & SUPPLY RENTAL	285.50
			42604964		UNIFORM & SUPPLY RENTAL	57.08
			42604965		SUPPLY RENTAL - MATS - GTRANS	50.10
					Total :	1,278.19
162600	3/23/2021	116820 PSOMAS	170454	037-09987	GTRANS DESIGN BUILD CONSTRUCTIO	1,090.38
					Total :	1,090.38
162601	3/23/2021	102283 QUICK COLOR PRINTING	15518		SIGNS - 24"X18" HOLIDAY CONTEST W	481.80
					Total :	481.80
162602	3/23/2021	103072 REACH	0321593		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
162603	3/23/2021	108886 REDMON GROUP INC.	RG2021032	037-09989	GTRANS WEBSITE SUPPORT	2,253.13
					Total :	2,253.13

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162604	3/23/2021	118228 REGENTS OF THE UNIVERSITY OF, THE	10997445		CA TORT GUIDE 4TH UPDATE 22	294.02
Total :						294.02
162605	3/23/2021	118476 RICOH USA, INC.	9028773435		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9028773436		RICOH MPC3503 COPIER LEASE - CM~	246.46
			9028773439		RICOH MPC3503 COPIER LEASE - REC	175.70
			9028773443		RICOH MPC3503 COPIER LEASE - CD~	236.10
			9028773444		RICOH MPC6502SP COPIER LEASE - PI	738.33
			9028780564		RICOH COPIER LEASE AND USAGE CH	2,201.45
			9028781111		RICOH MPC3503 COPIER LEASE - CHIE	143.35
			9028781119		RICOH MPC3503 COPIER LEASE - SR. I	159.15
			9028781120		RIOCH MPC6003 COPIER LEASE - PD :	217.78
			9028781231		RICOH MPC3503 COPIER LEASE - HS~	131.99
			9028781232		RICOH MPC3503 COPIER LEASE - TRAI	182.17
			9028781335		RICOH MPC3503 COPIER LEASE - FCC	341.39
			9028781348		RICOH DD6650P COPIER LEASE - PRIN	556.24
			9028781349		RICOH MPC3503 COPIER LEASE - REC	187.53
			9028781350		RICOH MPC3503 COPIER LEASE - PW~	165.00
			9028781496		RICOH MPC3503 COPIER LEASE - ADM	162.96
			9028781497		RICOH PRO8100S COPIER LEASE - PR	380.97
Total :						6,686.36
162606	3/23/2021	119126 S.B.R.P.C.A.	02277	035-01053	PATROL VEHICLE SET-UP - UNIT P-18	15,303.98
			03930	035-01052	PATROL VEHICLE SET-UP - UNIT P-17	10,887.60
			03931	035-01051	PATROL VEHICLE REPAIRS - UNITS P-1	3,417.75
			03949	039-00062	FY 20-21 4TH QUARTER ASSESSMENT	256,480.12
Total :						286,089.45
162607	3/23/2021	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	91920		PD PROGRAM SUPPLIES	55.13
			91951		BLDG MAINT SUPPLIES	17.64
Total :						72.77
162608	3/23/2021	108583 SALDANA, VICTOR	04/04-04/12		TRAINING - BASIC COLLISION SCHOOL	250.00
Total :						250.00
162609	3/23/2021	119045 SAXE-CLIFFORD, PH.D., SUSAN	21-0223-3		PSYCHOLOGICAL EVALUATIONS	450.00
Total :						450.00

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162610	3/23/2021	105685 SCHNUR, DIANA	030521 030921		MEDICAL REIMBURSEMENT MGMT ANNUAL HEALTH BENEFIT Total :	2,750.00 519.24 3,269.24
162611	3/23/2021	109609 SEA COAST DESIGN GROUP	24520 24534		BUS OFFICE TOOLS & SUPPLIES BUS OFFICE TOOLS & SUPPLIES Total :	1,526.17 736.47 2,262.64
162612	3/23/2021	107736 SEQUEL CONTRACTORS, INC.	RETENTION JN 921		LOCAL STREETS OVERLAY 2018, JN 92 Total :	32,104.36 32,104.36
162613	3/23/2021	110676 SF MOBILE-VISION, INC	33922 37407 38478		PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES Total :	175.00 190.08 14.00 379.08
162614	3/23/2021	110731 SHAW HR CONSULTING, INC	16506		PROFESSIONAL SERVICES - PERSONN Total :	840.00 840.00
162615	3/23/2021	106050 SHEHATA, AMY	FEBRUARY 2021		CHILD CARE PROVIDER Total :	6,268.00 6,268.00
162616	3/23/2021	109918 SHIGE'S FOREIGN CAR SERVICE	81016 81041 81061 81074	035-01021 035-01021 035-01021 035-01021	2016 FORD INTRCPTR #P23 OIL & FILT 2017 FORD INTRCPTR #1488142 SERVI 2011 FORD CROWN VIC #1376573 ALIG 2016 FORD INTRCPTR #1484145 SERVI Total :	26.05 699.02 113.69 1,199.53 2,038.29
162617	3/23/2021	119248 SIDEBOTHAM, RICHARD	09052		MONTHLY SERVICE - COUNTING MACH Total :	500.00 500.00
162618	3/23/2021	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	FEBRUARY 2021		CHILD CARE PROVIDER Total :	2,305.00 2,305.00
162619	3/23/2021	109531 SMILLIN, MAGE	FEBRUARY 2021		CHILD CARE PROVIDER Total :	9,142.00 9,142.00
162620	3/23/2021	119129 SNAP-ON INDUSTRIAL	ING-300016756		BUS MAINT SUPPLIES	57.40

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162620	3/23/2021	119129 119129 SNAP-ON INDUSTRIAL	(Continued)		Total :	57.40
162621	3/23/2021	119447 SOUTH BAY FORD	500960		2018 FORD EXPLR MINOR SERVICE & I	565.73
			500964	035-01046	2014 FORD EXPLR #1421253 SERVICE	3,003.03
					Total :	3,568.76
162622	3/23/2021	619003 SOUTHERN CALIFORNIA EDISON	031021		LIGHT & POWER	52,059.39
					Total :	52,059.39
162623	3/23/2021	619006 SOUTHERN CALIFORNIA EDISON	90003904	024-00715	ANNUAL TRAFFIC SIGNAL POLE RENT/	9,684.84
					Total :	9,684.84
162624	3/23/2021	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	14009		OLYMPUS OMEGA RED AF 50/50	1,064.79
					Total :	1,064.79
162625	3/23/2021	108238 SPARKLETTS	14211220 022421		DRINKING WATER FILTRATION SYSTEM	36.99
			15638236 022621		DRINKING WATER FILTRATION SYSTEM	47.00
					Total :	83.99
162626	3/23/2021	104126 SPECTRUM SOLUTIONS	0027122021121		CABLE & BACKUP INTERNET SERVICE	3,971.82
			0027122031121		CABLE & BACKUP INTERNET SERVICE	3,971.81
					Total :	7,943.63
162627	3/23/2021	119594 STANLEY PEST CONTROL	COG 0221		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0221-1		PEST CONTROL SERVICE - 2320 W. 149	117.00
					Total :	771.00
162628	3/23/2021	119010 STAPLES ADVANTAGE	3468960474		PW OFFICE SUPPLIES	103.61
			3469909529		PW OFFICE SUPPLIES	54.55
					Total :	158.16
162629	3/23/2021	100609 TANK SPECIALISTS OF CALIFORNIA	30460		CERTIFIED DESIGNATED OPERATOR S	143.75
					Total :	143.75
162630	3/23/2021	120027 TARGET SPECIALTY PRODUCTS, INC	INVP500387274		PARK MAINT SUPPLIES	430.09
					Total :	430.09
162631	3/23/2021	110877 TAYLORING MINDS FAMILY CHILD, CARE	FEBRUARY 2021		CHILD CARE PROVIDER	3,492.00

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162631	3/23/2021	110877 110877 TAYLORING MINDS FAMILY CHILD, CARE (Continued)			Total :	3,492.00
162632	3/23/2021	110238 TIREHUB, LLC	15038008	035-01054	TIRES - GY EAGLE ENFORCER AW 108	2,043.28
					Total :	2,043.28
162633	3/23/2021	109775 TOMS TRUCK CENTER NORTH COUNTY	1217437	037-09979	GTRANS AUTO PARTS	134.85
			1218705		GTRANS AUTO PARTS	2,987.09
				037-09979		
					Total :	3,121.94
162634	3/23/2021	103845 TRENCH SHORING COMPANY	20035335		RENTAL - TRENCH TOP LIFTING EYE	165.38
					Total :	165.38
162635	3/23/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	C.OSORIO 02/22/21		CAL CARD STATEMENT 01/23-02/22/21	249.14
			CRESPO 02/22/21		CAL CARD STATEMENT 01/23-02/22/21	1,189.70
			GOLDMAN 02/22/21		CAL CARD STATEMENT 01/23-02/22/21	1,424.51
			LEWIS 02/22/21		CAL CARD STATEMENT 01/23-02/22/21	919.32
			NOLAN 02/22/21		CAL CARD STATEMENT 01/23-02/22/21	2,959.23
			PYNN 02/22/21		CAL CARD STATEMENT 01/23-02/22/21	179.97
			RECREATION 02/22/21		CAL CARD STATEMENT 01/23-02/22/21	5,735.33
			SANTIN 02/22/21		CAL CARD STATEMENT 01/23-02/22/21	2,948.95
			SWEENEY 02/22/21		CAL CARD STATEMENT 01/23-02/22/21	300.02
					Total :	15,906.17
162636	3/23/2021	109220 U.S. BANK EQUIPMENT FINANCE	437184773		RICOH MPC4503 COPIER LEASE - CD	151.70
					Total :	151.70
162637	3/23/2021	104692 ULINE	128226711		BUS SHOP SUPPLIES	42.84
			130853330		BUS SHOP SUPPLIES	2,491.76
					Total :	2,534.60
162638	3/23/2021	121275 UNDERGROUND SERVICE ALERT, OF SC	220210279		NEW TICKETS	145.30
			dsb20200851		NEW TICKETS	55.38
					Total :	200.68
162639	3/23/2021	105549 VALDEZ, MATILDE	FEBRUARY 2021		CHILD CARE PROVIDER	9,651.00
					Total :	9,651.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162640	3/23/2021	122050 VERIZON WIRELESS	9873757069		REC CELL PHONE SERVICE~	1,016.94
Total :						1,016.94
162641	3/23/2021	107048 VIGILANT SOLUTIONS, LLC	40039	035-01044	ANNUAL SUBSCRIPTION RENEWAL	10,800.00
Total :						10,800.00
162642	3/23/2021	123168 WASTE MANAGEMENT ENVIROSERV	0013108-4838-5		GTRANS HAZARD COLLECTION REMO	2,051.55
Total :						2,051.55
162643	3/23/2021	101903 WATER TECHNIQUES	77777		DRINKING WATER SYSTEM RENTAL	45.00
Total :						45.00
162644	3/23/2021	104107 WAXIE SANITARY SUPPLY	79705070		BUS WASH SUPPLIES	0.01
Total :						0.01
162645	3/23/2021	100107 WAYNE ELECTRIC CO.	198738		GTRANS AUTO PARTS	180.68
Total :						180.68
162646	3/23/2021	110370 WESTERN COLLISION CENTER, INC	1052	035-01022	2017 FORD EXPLR #1368929 BODY REI	3,325.91
Total :						3,325.91
162647	3/23/2021	103956 WORTHINGTON FORD	6054862 6055149		2015 FORD ULTL #1462842 DIAGNOSE 2020 FORD INTRCPTR #1591741 OIL &	1,724.12 66.21
Total :						1,790.33
162648	3/23/2021	125001 YAMADA COMPANY, INC.	80470 80504		STREET MAINT SUPPLIES STREET MAINT SUPPLIES	5.29 28.55
Total :						33.84
162649	3/23/2021	107051 ZAVALETA, MARITZA	FEBRUARY 2021		CHILD CARE PROVIDER	3,692.00
Total :						3,692.00
201 Vouchers for bank code : usb						Bank total : 4,193,289.17
201 Vouchers in this report						Total vouchers : 4,193,289.17

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 21 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 21 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:

_____	03/23/2021
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date



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

1. Report the count of confirmed COVID-19 employee cases.
Total Count: Sixty-Nine (69)
 - a. Administrative Services Department: One (1)
 - b. City Clerk's Office: One (1)
 - c. Elected & Administrative Offices: One (1)
 - d. Community Development Department: Two (2)
 - e. Transportation Department: Nineteen (19)
 - f. Police Department: Twenty-Five (25)
 - g. Public Works Department: Eight (8)
 - h. Recreation & Human Services Department: Twelve (12)
2. Report the Full-Time Appointment of the following individuals:
 - a. **JONATHAN ZUNIGA** to the position of Park Maintenance Worker I, Schedule 34 (\$3,473 - \$4,432/month) with the Public Works Department effective March 8, 2021.
 - b. **ROBERT FATA** to the position of Right-of-Way Maintenance Worker, Schedule 32 (\$3,306 - \$4,219/month) with the Public Works Department effective March 22, 2021.
3. Report the Probationary Appointment of **VERNON HOWARD** to the position of Custodian II, Schedule 34 (\$3,473 - \$4,432/month) with the Recreation & Human Services Department effective March 8, 2021.
4. Report the Promotion of the following individuals:
 - a. **ISAAC ARMIJO** to the position of Park Maintenance Worker II, Schedule 39 (\$3,929 - \$5,014/month) with the Public Works Department effective March 8, 2021.
 - b. **ROBERT TORRES** to the position of Park Maintenance Worker II, Schedule 39 (\$3,929 - \$5,014/month) with the Public Works Department effective March 8, 2021.
 - c. **BRANDON DURAN** to the position of Street Maintenance Worker, Schedule 35 (\$3,560 - \$4,543/month) with the Public Works Department effective March 22, 2021.
5. Report the Separation of Police Service Technician, **ERIKA MCLEOD**, of the Police Department effective March 17, 2021. Ms. McLeod provided 5 years of service to the City.
6. Report that the following individuals are on leave under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA):
 - a. Police Officer, **ANTONIO MARIN**, of the Police Department effective March 7, 2021 through March 30, 2021, on a continuous basis.

7. Report the following employees have returned from leave:
 - a. Bus Operator, **LARHONDA DANIELS**, of the Transportation Department effective January 19, 2021.
 - b. Bus Operator, **CHANITA GARDNER**, of the Transportation Department effective March 15, 2021.
 - c. Building Maintenance Lead, **DAVID McMICHAEL**, of the Public Works Department effective March 15, 2021.
8. Report the active recruitment for the Open/Competitive position of Police Service Technician (Police Department). This recruitment scheduled to close on April 9, 2021.
9. Report the active recruitment for the Open/Competitive position of Police Service Officer (Police Department). This recruitment scheduled to close on April 5, 2021.

cc: City Attorney
City Clerk
Human Resources
Payroll



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: March 23, 2021

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

AGENDA TITLE: INTRODUCTION OF ORDINANCE NO. 1825

ORDINANCE NO. 1825, AMENDING THE ZONING CODE MAKING CHANGE TO TITLE 18 OF THE GARDENA MUNICIPAL CODE PRIMARILY RELATING TO AMENITY HOTELS, BUT MAKING OTHER CHANGES AS WELL.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Introduce Ordinance No. 1825

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council introduce Ordinance No. 1825.

On March 9, 2021, the City Council held a public hearing on changes to the General Plan Land Use Plan and Zoning Code relating to amenity hotels. After the public hearing, the City Council adopted Resolution No. 6498 approving the Mitigated Negative Declaration and Mitigation Monitoring and Report Program for the changes, adopted Resolution No. 6499 increasing the floor area ratio in the commercial and industrial areas for specific uses, and directed staff to provide a revised version of the Ordinance amending the Zoning Code.

The Ordinance has been amended to address the City Council's changes. The City Council may discuss further changes, but any changes not previously considered would require a new, noticed hearing.

FINANCIAL IMPACT/COST:

ATTACHMENTS:

[Staff Report](#)

[Attachment A: Ordinance No. 1825 \(as amended, v. 3\)](#)

[Attachment B: Council Staff Report 03-09-21](#)

[Attachment C: PC Staff Report 02-16-21 with Attachments A-D](#)

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 ***City Council Meeting***

Agenda Item No.176
Department: Community Development
Meeting Date: March 23, 2020
Ordinance No.: 1825

AGENDA STAFF REPORT

AGENDA TITLE:

INTRODUCTION OF AN ORDINANCE MAKING CHANGES TO TITLE 18 OF THE GARDENA MUNICIPAL CODE PRIMARILY RELATING TO AMENITY HOTELS, BUT MAKING OTHER CHANGES AS WELL

RECOMMENDATION:

Staff respectfully recommends that Council introduce Ordinance No. 1825 making amendments to the Zoning Code, primarily relating to amenity hotels, but also updating allowed uses and other provisions.

BACKGROUND:

On March 9, 2021, the City Council held a public hearing on changes to the General Plan Land Use Plan and Zoning Code relating to amenity hotels. After the public hearing, the City Council adopted Resolution No. 6498 approving the Mitigated Negative Declaration and Mitigation Monitoring and Report Program for the changes, adopted Resolution No. 6499 increasing the floor area ratio in the commercial and industrial areas for specific uses, and directed staff to provide a revised version of the Ordinance amending the Zoning Code.

The attached Ordinance differs from the one originally presented to the Planning Commission as follows:

- Amenity hotels will be required to obtain a conditional use permit;
- Side street setbacks will remain at 10 feet;
- Parking for amenity hotels will be set at 1 space per room, plus additional spaces for other uses;
- Amenity hotels must be located on a minimum of .75 acres.

The City Council may discuss further changes, but any changes not previously considered would require a new, noticed hearing.

IN CONCLUSION, Staff respectfully recommends that the Council introduce Ordinance No. 1825, with any amendments it deems appropriate.

Submitted by: Gregg McClain, Acting Director Date: March 17, 2021

Attachments:

- A. Ordinance No. 1825 (as amended, v. 3)
- B. City Council staff report dated March 9, 2021 (without attachments)
- C. Planning Commission staff report dated February 16, 2021 (with Attach. A-D)

ORDINANCE NO. 1825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING CHANGES TO TITLE 18, ZONING, OF THE GARDENA MUNICIPAL CODE RELATING TO AMENITY HOTELS AND OTHER MINOR REVISIONS

WHEREAS, the City's existing zoning provisions for hotels were adopted in 1990 to combat the then proliferation of hotels/motels on small narrow lots within the City that lacked amenities and led to high vacancy rates, cut-rate prices, and deleterious effects; and

WHEREAS, since that time, only one new hotel has been approved in the City; and

WHEREAS, hotels can be an important source of revenue for a city through transient occupancy taxes; and

WHEREAS, Gardena is situated to be in a position to capitalize on a demand for new hotel spaces due to its proximity to SoFi Stadium, Hollywood Park, Dignity Health Sports Park (formerly "Stub Hub"), and other attractions; and

WHEREAS, during the past year, developers have indicated that the City's development standards have been an impediment to new hotel development; and

WHEREAS, at the City Council meeting on July 14, 2020, the City Council gave direction to staff to implement changes; and

WHEREAS, the revised standards require a change to the maximum floor area ratio ("FAR") allowed under the General Commercial and Industrial land use designations of the Land Use Plan and respective zones; and

WHEREAS, in addition to the changes required to encourage hotel development, the City also determined that there are additional amendments needed to update the Zoning Code; and

WHEREAS, in accordance with SB 18 and AB 52 requiring Tribal Consultation for General Plan amendments and projects subject to CEQA, the City sent out letters to those Native American Tribes identified by the California Native American Heritage Commission; and

WHEREAS, in response to the Tribal Consultation letters the City only received one response, from the Gabrieleno Band of Mission Indians – Kizh Nation, requesting consultation for future projects; and

WHEREAS, on October 13, 2020 the City Council approved a consultant agreement with De Novo Planning Group, Inc. ("De Novo") to conduct the environmental review on the proposed change in development standards; and

WHEREAS, De Novo prepared an Initial Study and Mitigated Negative Declaration on the proposed changes to the General Plan and zoning which was reviewed by staff and circulated for a 20-day public review period from January 14, 2021 and February 3, 2021; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the General Plan Amendment and this Ordinance on February 16, 2021 at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a Resolution recommending approval of the Initial Study/Mitigated Negative Declaration, the General Plan Amendment and this Ordinance, with amendments to three provisions of the Ordinance with respect to requiring a conditional use permit (CUP) for amenity hotels, maintaining the same parking ratio for amenity hotels as for regular hotels, and maintaining the 10 foot setback requirement on side streets; and

WHEREAS, on March 9, 2021 the City Council held a duly noticed public hearing on the Initial Study/Mitigated Negative Declaration, General Plan Amendment and Zone Change amendments set forth in this Ordinance, at which time it considered all evidence presented, both written and oral and the recommendations of the Planning Commission; and

WHEREAS, after the close of the public hearing the City Council adopted Resolution No. 6498 adopting the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program and adopted Resolution No. 6499, approving the General Plan Amendment to the Land Use Plan and directed the additional changes be made to this Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

A. The City Council finds that adopting the changes to the General Plan represents good planning practices as it will allow for the development of high-quality hotels in the City which will provide economic benefits to the City and improve the City's tax base.

B. The General Plan Amendment is internally consistent with the following elements of the General Plan:

1. Land Use Goal 3: Provide high quality, attractive and well-maintained commercial, industrial, and public environments that enhance the image and vitality of the City.

- Land Use Policy 3.1: Require adequate off-street parking, internal circulation and loading spaces for commercial developments.

- Land Use Policy 3.4: Attract commercial and industrial uses that minimize adverse impacts no surrounding land uses and are economically beneficial to the City in terms of revenue generation and employment opportunities.

- Land Use Policy 3.5: Promote the development and preservation of attractive commercial and industrial development with ample landscape treatment, adequate parking and the full range of customer amenities.

2. Economic Development Goal 1: Promote a growing and diverse business community that provides jobs, goods and services for the local and regional market, and maintains a sound tax base for the City.

3. Economic Development Goal 3: Attract desirable businesses to locate in the City.

- Economic Development Policy 3.3: Maintain a multidisciplinary proactive approach to improve the City's image as a desirable business location.

The proposed changes will encourage the development of new hotels which will improve the image and vitality of the City. Studies have been conducted to ensure that there is adequate off-street parking and adequate space for internal circulation. New hotels will provide revenue to the City and create new employment opportunities for residents and those in surrounding communities.

4. Circulation 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.

- Circulation Policy 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 proposed changes will encourage the development of new hotels along arterials and major corridors which provides better access to transit options. Only seven of the proposed sites do not screen out of a VMT analysis and transportation demand management mitigation measures will be imposed on any development on those sites. The changes will also allow visitors to stay overnight in the Los Angeles area rather than

travelling from distant areas and creating unneeded VMT. Alternative transportation is more abundantly provided in the Gardena area as opposed to more remote areas as the majority of the city is considered a high quality transit area (HQTa) as defined by the Southern California Association of Governments (SCAG).

5. Public Safety Goal 2: Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.

- Public Safety Policy 2.3: Require compliance with seismic safety standards in the [Uniform] Building Code.

- Public Safety Policy 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.

Site specific geotechnical studies are required for any development in the City.

6. Public Safety Goal 3: Protect public health, safety and the environment from exposure to hazardous materials and other dangers.

If construction of a new amenity hotel requires demolition of an older building, an asbestos survey will be conducted to determine the presence or absence of asbestos. Asbestos removal must be performed by a State certified asbestos containment contractor. Paint which is separated from building materials is required to be evaluated for lead, and if found, disposed of by a qualified Lead Specialist.

C. The City Council further finds that this Ordinance is consistent with the changes made by Resolution No. 6499 to City's General Plan.

SECTION 2. Section 18.04.245 is hereby added to the Gardena Municipal Code to read as follows:

18.04.245 Hotel, amenity

"Hotel, amenity" means a hotel with amenities such as: indoor lobby/lounge area with complimentary Wi-Fi meant for guests to sit, relax, and work; spa facilities; outside lounge areas meant for guests to sit, relax, and work, including common area patios and rooftop decks; pool or other improved recreation areas; gym facilities; conference centers; or other amenities of similar nature that are for the benefit of guests and located outside of the individual rooms.

SECTION 3. Section 18.32.020B of the Gardena Municipal Code is hereby amended to read as follows:

18.32.020 Uses permitted

B. Stores, businesses, or commercial activities not involving any kind of manufacture, processing, or treatment of products other than that which is clearly incidental and essential to a retail business conducted on the premises and that such operations are not objectionable due to noise, odor, dust, smoke, vibration, or other similar causes. Permitted uses shall include:

1. Antique stores;
- ~~2. Deleted;~~
2. Bowling alleys;
- ~~4. Blueprinting and photostating;~~
- ~~5. Bird stores and pet shops;~~
- ~~6. Chinchilla sales;~~
37. Conservatories of music;
48. Dancing academies;
59. Gymnasiums;
610. Legal card clubs;
711. Laboratories, medical and dental;
812. Mortuaries;
913. Music and vocal instruction;
1014. Nursery sales of flowers and plants;
1115. Pet shops;
1216. Medical and dental offices and clinics;
1317. General offices ~~Real estate offices;~~
1418. Refrigerated food lockers;
- ~~19. Taxidermists;~~
- ~~20. Telephone exchanges;~~
- ~~21. (Repealed);~~
1522. Furniture upholstery shops;
- ~~23. Repealed;~~

1624. Secondhand store and/or thrift shop, when located at least five thousand feet from pawn shop or another secondhand store and/or thrift shop;

~~25. Repealed;~~

1726. Veterinary clinics and hospitals.

SECTION 4. Section 18.32.030 of the Gardena Municipal Code is hereby amended to read as follows:

18.32.030 Uses permitted subject to a conditional use permit

The following uses may be permitted in the C-3 zone subject to the issuance of a conditional use permit in accordance with the procedure set forth in Chapter [18.46](#):

- A. Car wash facilities;
- B. Establishments selling serving alcoholic beverages for consumption on or off the premises;
- C. Group care facilities and community care facilities, but excluding community care facilities for residential uses for less than seven persons;
- D. Recreational vehicle storage facilities, provided they are not located on arterial and major collector streets;
- E. Motor vehicle dealerships;
- F. Hospitals;
- G. Day care facilities;
- H. Amusement arcades;
- I. Hotels and motels, subject to the requirements set forth in Section 18.46.030C.15;
- J. Amenity hotels, subject to the requirements set forth in Section 18.46.030C.29;
- K. Health facilities;
- L. Massage establishments that are not otherwise subject to an exception pursuant to Section [5.48.030](#);
- M. Urgent care center;

- N. Vocational colleges, such as barber and beauty colleges, modeling schools and medical training and trade schools;
- O. Churches and related facilities. Related facilities do not include day care facilities, schools (kindergarten through twelfth grade), and rectories, convents, parsonages or minister's residences;
- P. Automobile service stations;
- Q. Self-service laundromats;
- R. Neighborhood markets;
- S. Health clubs;
- T. Supermarkets;
- U. Lodges and meeting halls;
- V. Those uses permitted with a conditional use permit, pursuant to Section 18.46.030C.

SECTION 5. Section 18.32.050.C of the Gardena Municipal Code is hereby amended to read as follows; all other sections remain the same:

18.32.050 Property development standards

* * *

C. Building height/FAR: Building heights shall not exceed sixty-five feet in general; Building height shall be limited to two and one-half stories, shall not exceed thirty-five feet within one hundred feet of a zone boundary line between the C-3 zone and any R-1 and R-2 zone; and shall not exceed fifty ~~forty-five~~ feet within one hundred feet of a zone boundary line between the C-3 and R-3 or R-4 zones. The gross floor area of all buildings or structures on a lot or lots that comprise a project site shall not exceed 0.50 (FAR) with the exception of amenity hotels, which may have a FAR of up to 2.0.

SECTION 6. Section 18.34.030 of the Gardena Municipal Code is hereby amended to read as follows:

18.34.030 Uses permitted subject to a conditional use permit

The following uses may be permitted in the C-4 zone subject to the issuance of a conditional use permit in accordance with the procedure set forth in Chapter [18.46](#):

- A. Car wash facilities;

- B. Establishments selling serving alcoholic beverages for consumption on or off the premises;
- C. Recreational vehicle storage facilities;
- D. Amusement Arcades
- E. Hotels and motels, subject to the requirements set forth in Section 18.46.030C.15;
- F. Amenity hotels, subject to the requirements set forth in Section 18.46.030C.29;
- G. Health facilities;
- H. Group care facilities and community care facilities, but excluding community care facilities for residential uses for less than seven persons;
- I. Hospitals;
- J. Urgent care centers;
- K. Churches and related facilities. Related facilities do not include day care facilities, schools (kindergarten through 12th grade), and rectories, convents, parsonages or minister's residences;
- L. Motor vehicle dealerships;
- M. Automobile service stations;
- N. Self-service laundromats;
- O. Neighborhood markets;
- P. Supermarkets;
- Q. Health clubs;
- R. Lodges and meeting halls;
- S. Drive-in restaurant;
- T. Drive-in theaters;
- U. Golf driving range and golf pitch and putt courses;

V. Taxicab services;

W. Massage establishments that are not otherwise exempt from the requirements of Chapter [5.48](#);

X. Self-storage facilities provided that the self-storage units do not exceed more than seventy-five feet of ground floor street frontage on a major collector or arterial street, or are otherwise buffered by another allowed, or conditionally allowed, use, including a retail component of the facility, and subject to the requirements set forth in Section [18.46.030](#)(C)(17); and

Y. Those uses permitted with a conditional use permit, pursuant to Section 18.46.030C.

SECTION 7. Section 18.34.050.C of the Gardena Municipal Code is hereby amended to read as follows; all other sections remain the same:

C. Building height/FAR: Building heights shall not exceed sixty-five feet in general, and shall not exceed thirty-five feet within one hundred feet of a zone boundary line between the C-4 zone and any R-1 or R-2 zone, and shall not exceed ~~forty-five~~ fifty feet within one hundred feet of a zone boundary line between the C-4 zone and R-3 and R-4 zones. The gross floor area of buildings or structures on a lot or lots that comprise a project site shall not exceed 0.50 FAR with the exception of:

1. A development where at least eighty percent of the development includes self-storage facilities, in which case the FAR shall not exceed 2.75;

2. Amenity hotels which may have an FAR of up to 2.0.

SECTION 8. Section 18.36.030 of the Gardena Municipal Code is hereby amended to read as follows:

18.36.030 Uses permitted subject to a conditional use permit

Provided all activities are within an enclosed building, unless otherwise provided, the following uses may be permitted in the M-1 zone, subject to the issuance of a conditional use permit in accordance with the procedures set forth in Chapter [18.46](#) of this code:

A. Ambulance services, provided they are not located on arterial and major collector streets.

B. Automobile repair facilities, provided they are not located on arterial and major collector streets.

C. Automobile service stations.

- D. Building supply centers.
- E. Car wash facilities.
- F. Churches and related facilities, subject to the requirements set forth in Section [18.46.030](#)(C)(26). Related facilities do not include day care facilities, schools (kindergarten through 12th grade), and rectories, convents, parsonages, or minister's residences.
- G. Contractor businesses; provided they are not located on arterial and major collector streets.
- H. Establishments selling or serving alcoholic beverages for off or on-premise consumption.
- I. Health facilities.
- J. ~~Motels and hotels~~ Hotels and motels, subject to the requirements set forth in Section 18.46.030C.15.
- K. Amenity hotels, subject to the requirements set forth in Section 18.46.030C.29:
- L. Recreational vehicle storage facilities, provided they are not located on arterial and major collector streets.
- M. Self-storage facilities, at least five thousand feet from another similar facility and not located along a major collector or arterial street, subject to the requirements set forth in Section [18.46.030](#)(C)(17).
- N. Urgent care centers.
- O. Warehouse uses subject to the requirements set forth in Section [18.46.030](#)(C)(18).
- P. Single room occupancy ("SRO") residential units subject to the following requirements in addition to the other requirements of Chapter [18.46](#):
 - 1. Each room shall have a minimum floor area of one hundred fifty square feet and a maximum floor area of three hundred fifty square feet, which may include bathroom and/or kitchen facilities.
 - 2. Dwelling units shall be offered for rent on a monthly basis or longer.
 - 3. A SRO unit shall accommodate a maximum of two persons.

4. Each SRO development shall provide a minimum common area of ten square feet for each unit or two hundred fifty square feet, whichever is greater. All common areas shall be within the structure. Dining rooms, meeting rooms, recreational rooms, or other similar areas approved by the community development director may be considered common areas. Shared bathrooms, kitchens, janitorial storage, laundry facilities, common hallways, and other similar types of areas shall not be considered as common areas.
5. If a full kitchen is not provided in each SRO unit, common kitchen facilities shall be provided in the development. A full kitchen includes a sink, refrigerator, and a stove, range top and/or oven.
6. Each SRO unit shall have a private toilet in an enclosed compartment with a door and a sink, in addition to a kitchen sink if one is provided. The compartment shall be a minimum of fifteen square feet. If private bathing facilities are not provided for each unit, shared shower or bathtub facilities shall be provided in accordance with the most recent edition of the California Building Code for congregate residences. However, in no event shall there be less than one full shower or bathtub for every three units, and shower and bathtub facilities shall be located on each floor. Shared shower and bathtub facilities shall be accessible from a common area or hallway and shall be provided with an interior lockable door.
7. Each SRO unit shall have a separate closet.
8. Laundry facilities shall be provided in a separate room at the ratio of one washer and dryer for every ten units, with at least one washer and dryer per floor.
9. A cleaning supply room or utility closet with a wash tub with hot and cold running water shall be provided on each floor.
10. Parking shall be provided for a SRO facility at the rate of one parking space per unit plus an additional two spaces for the resident manager.
11. A management plan shall be submitted with the conditional use permit application for a SRO development, which shall be approved by the planning commission. The management plan must address management and operation of the facility, rental procedures, safety and security of the residents, and building maintenance. A twenty-four-hour resident manager shall be provided for any single-room occupancy with ten or more units. An on-site manager and a manager's office shall be provided for any SRO development with nine or less units; the manager must maintain hours in the office for at least thirty hours a week.

SECTION 9. Subsections A and B of Section 18.36.060 are hereby amended to read as follows, all other provisions remain the same:

18.36.060 Property development standards

The following changes would be made to the development standards:

A. Building height/FAR: Building heights shall in no case exceed sixty-five feet, shall not exceed thirty-five feet within one hundred feet of a zone boundary line between the M-1 zone and any R-1 and R-2 zones, and shall not exceed ~~fifty~~ forty-five feet within one hundred feet of a zone boundary line between the M-1 and R-3 or R-4 zones. The maximum gross floor area of buildings or structures on a lot or lots that comprise a project site shall not exceed 1.0 FAR , except for amenity hotels, which may have a FAR of up to 2.0.

B. Building restrictions:

1. No opening in the exterior wall of a building shall be allowed on industrial buildings when the exterior wall of such building faces an R zone on the rear, side, or front property lines and is within 60 feet of such zone.

Exceptions:

~~a. If such building is situated sixty feet or more from an R zone, openings in exterior walls facing such R zone shall be allowed.~~

a b. Any openings may be allowed in exterior walls of such buildings if they are required by law providing they are equipped with self-closers and are of solid material.

b e. Solid panels of glass block shall be allowed regardless of the distance from the property line.

~~d. Openings shall be allowed into areas used for office space only; such openings shall be glazed with obscure glass, facing side or rear property lines only.~~

2. Noise emitted by any use shall comply with standards set forth in Chapter 8.36.

* * *

SECTION 10. Section 18.40.040 of the Gardena Municipal Code is hereby amended by adding the following parking standard for amenity hotels:

Amenity Hotels: A parking ratio of 1.0 space per guest room to account for guests and employees, plus provision of spaces for additional uses within the hotel at the rates specified in this section for such uses.

SECTION 11. Section 18.42.120 of the Gardena Municipal Code is hereby amended to read as follows:

Section 18.42.120 Distance between buildings

Zones in which tall buildings are permitted: in all zones where buildings of three or more stories in height are permitted, the requirements for space between buildings on the same site shall be increased two and one-half feet for each story, or fraction thereof, above the second story.

SECTION 12. Subsection C of Section 18.46.030 is hereby amended by revising subsection 15 and adding a new subsection 29 to read as follows:

Section 18.46.030 Uses permitted subject to a conditional use permit

* * *

C. The following uses may be permitted pursuant to this section in the zones specified with a conditional use permit. In no case shall a conditional use permit be granted in a zone for a use specifically prohibited in a zone within which the subject property is located:

15. Hotels and motels, except amenity hotels, in the C-3, C-4, M-1 and M-2 zones; provided, that:

a. The minimum lot area for hotels or motels shall be one acre exclusive of all other buildings or uses located on the same lot in a mixed use development;

b. The minimum lot width for hotel or motel developments shall be one hundred feet. The minimum lot depth shall be one hundred fifty feet;

c. A minimum of twenty feet front yard setback shall be provided, and not less than twenty percent of the total paved area utilized for driveways and open parking shall be landscaped pursuant to regulations set forth in Section 18.40.090;

d. The Planning Commission may allow the reduction of parking below that set forth in Section 18.40.040 based on a A parking demand study prepared by a qualified consultant justifying the reduction and paid for by the applicant ~~proponent of a hotel/motel, has been prepared by a qualified traffic engineer;~~

e. A market analysis/financial feasibility study, paid for by the proponent of a hotel/motel, has been prepared by a qualified consultant;

~~f. The engineer/consultant preparing the studies required by subsections C(15)(d) and (e) of this section shall be from a list of engineers and consultants approved by the community development department;~~

~~f g. Not more than twenty percent of the guest rooms shall be equipped with kitchens or kitchenette facilities;~~

* * *

29. Amenity hotels, as allowed in the C-3, C-4, M-1, or M-2 zone shall comply with the following requirements:

a. The hotel contains a minimum of two amenities, including but not limited to:

- i. An indoor lobby/lounge area with complimentary Wi-Fi designed and equipped as a social space for guests to sit, relax, eat, drink, and work;
- ii. Day spa facilities;
- iii. Outside, landscaped, lounge areas designed and equipped for guests to sit, relax, eat, drink, and work, including common area patios and rooftop decks;
- iv. A pool or other outside improved and landscaped recreation areas;
- v. A fitness center that is a minimum of 400 square feet in size with sufficient equipment other than, or in addition to, free weights to allow a minimum of four individuals to work out at the same time;
- vi. Event space that is a minimum of 375 square feet in size;
- vii. Other amenities of similar nature that are for the benefit of guests and located outside of the individual rooms.

b. The majority of rooms are accessed from an interior lobby, courts, or interior hallway;

c. Lot size: minimum of $\frac{3}{4}$ of an acre;

d. Location: located on an arterial or major collector street;

e. Does not contain more than 20% of rooms with kitchens or kitchenette facilities;

f. Meets all other development standards of the applicable zone;

g. The Planning Commission may allow the reduction of parking below that set forth in Section 18.40.040 based on a parking demand study prepared by a qualified consultant justifying the reduction and paid for by the applicant;

h. Complies with the mitigation measures and standard conditions of approval that were identified in the environmental assessment for the ordinance allowing amenity hotels or that are found to be equivalent.

SECTION 13. Imposition of Mitigation Measures and Conditions of Approval. The development of all Amenity Hotels shall be subject to the Conditions of Approval, including the Mitigation Measures, set forth in Exhibit A, attached hereto, in addition to any other conditions of approval imposed by the City.

SECTION 14. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 15. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 16. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

LISA E. KRANITZ, Assistant City Attorney

EXHIBIT A**CONDITIONS OF APPROVAL FOR ALL AMENITY HOTEL PROJECTS**

COA CUL-1: If previously unidentified cultural resources are encountered during ground disturbing activities, construction activities shall cease in the immediate vicinity and construction activities shall be diverted away from the find (50-foot buffer around the find) and a qualified archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology, shall be contacted immediately to evaluate the find. If the discovery proves to be significant under CEQA, the treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Sections 21083.2(b) for unique archaeological resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes. In the event that an identified cultural resource is of Native American origin, the qualified archaeologist shall consult with the Project owner and City of Gardena to implement Native American consultation procedures.

COA GEO-1: Prior to the submission of any new building permit application, as required by the City Building Official, the applicant shall provide for the City's review and consent, a comprehensive geotechnical investigation that explores and evaluates soil, groundwater, geological and seismic conditions; provides soil engineering criteria, and documents the potential for seismically induced ground shaking on the building site. Such investigations shall be conducted by a licensed civil engineer specializing in the practice of soil mechanics, and by a certified engineering geologist. Construction shall be in compliance with the findings and recommendations of the required investigations.

COA GEO-2: If excavation activities associated with the development of an amenity hotel would occur on any site mapped as middle to late Pleistocene older alluvium at the surface, prior to commencement of ground-disturbing activities a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall develop Worker Awareness and Environmental Program (WEAP) Training for construction personnel. This training shall be presented to construction personnel and include what fossil remains may be found within the Project area and policies and procedures that must be followed in case of a discovery. Verification of the WEAP Training shall be provided to the Gardena Community Development Department.

COA GEO-3: If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 25-foot radius of the find shall halt and the 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.

COA HAZ-1: 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. The asbestos survey shall be provided to the City of Gardena Building Division. 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.

COA HAZ-2: 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 of Gardena Building Division.

COA N-1: Prior to approval of grading plans and/or prior to issuance of demolition, grading, and building permits for individual amenity hotel developments, the following noise reduction techniques shall be included in the construction plans or specifications:

- Construction contracts shall specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state required noise attenuation devices.
- The Project applicant shall demonstrate to the satisfaction of the City's Building Official that construction noise reduction methods shall be used where feasible, including shutting off idling equipment.
- During construction, equipment staging areas and stationary construction noise sources, such as generators or pumps, shall be located such that the greatest distance is between the staging area noise sources and noise-sensitive receptors.
- Per Gardena Municipal Code Section 8.36.080, construction activities shall not occur during 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.

MITIGATION MEASURES: The following mitigation measures shall be imposed upon the project.

BIO-1: If a Project site includes trees with the potential to support nesting migratory birds, construction, grubbing, brushing, or tree removal shall be conducted outside of the state identified nesting season for migratory birds (i.e., typically March 15 through September 1), if possible. If construction activities cannot be conducted outside of nesting season, a Pre-Construction Nesting Bird Survey within and adjacent to the Project site shall be conducted by a qualified biologist within three days prior to initiating construction activities. If active nests are found during the Pre-Construction Nesting Bird Survey, a Nesting Bird Plan (NBP) shall be prepared by a qualified biologist and implemented during construction. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, monitoring, and reporting. The size and location of all buffer zones, if required, shall be based on the nesting species, nesting sage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity.

CUL-1: Future development of an amenity hotel on a property with a potential historical resource, shall require a Historic Resources Assessment prepared by a qualified professional, which shall be submitted to the City of Gardena Community Development Department for review and approval. The Historic Resource Assessment shall determine whether the resource(s) is potentially historic and if the proposed project would potentially

cause a substantial adverse change to the historical resource. Feasible measures shall be identified in order to mitigate the known and potential significant effects of the subject development project, if any.

GEO-1: If excavation activities associated with the development of an amenity hotel would occur at a depth of greater than five feet on any site mapped as middle to late Pleistocene older alluvium at the surface, paleontological resources monitoring by a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be required during ground disturbances greater than 5.0 below the historic surface elevation in native sediments. Auguring, potholing, and pile driving activities do not need to be monitored as these activities are unlikely to produce significant fossil because information about formation, depth, or context is impossible to discern. Should similar activities be planned, the qualified paleontologist shall be consulted prior to commencement so they may determine if that activity requires monitoring.

HAZ-1: Prior to the sale or development of a property where the City is involved with the financing or acquisition of the property, the City shall require a full Phase I Environmental Assessment of the site. In addition, an environmental consultant, familiar with the handling of hazardous wastes, should be either on-site or on call to property remove and dispose of any hazardous wastes encountered during the excavation and/or grading of the site.

Construction requiring soil excavation and soil filling in areas of known commercial and industrial uses, proper sampling shall be required prior to the disposal of excavated soil.

All development and businesses operating within the City shall obtain, prior to receiving a use permit, all relevant licenses and permits from the appropriate agencies charged with regulation of hazardous materials.

TRA-1: The hotel operator of an amenity hotel on APN 4064-023-018, APN 4064-023-034, or APN 4064-030-019 shall implement at least one of the following VMT reduction measures:

- Implement Price Workplace Parking for a reduction of 3.7%. This assumes 100% of employees would be subject to a \$2 per day parking charge.
 - To achieve the necessary 3.1% reduction, a minimum of 84% of employees shall be subject to a \$2 per day parking charge.
- Implement Rideshare Program for a reduction of 10%. This assumes 100% of employees would be eligible for this program.
 - To achieve the necessary 3.1% reduction, a minimum of 31% of employees shall be eligible for this program.
- Implement Employee Transit Subsidies for a reduction of 5.2%. This assumes 100% of employees would be eligible for this program.

- To achieve the necessary 3.1% reduction, a minimum of 60% of employees shall be eligible for this program.
- This assumes an LA Metro EZ Pass subsidy of approximately \$3.67 per day per employee.
- Implement Promotions and Marketing for a reduction of 4.0%. This assumes 100% of employees would be eligible for this program.
 - To achieve the necessary 3.1% reduction, a minimum of 78% of employees shall be eligible for this program.

New employees shall be informed of any rideshare and transit subsidy programs and subsidy program information shall be displayed within areas where the greatest number of employees are likely to see it (consistent with Gardena Municipal Code Section 18.68.020). Verification of the provision of one of the VMT reduction measures shall be provided annually to the City of Gardena Community Development Department.

TRA-2: The hotel operator of an amenity hotel on APN 6106-027-039, 6106-027-028, or 6106-030-011 shall implement at least one of the following VMT reduction measures or combination of measures:

- Implement Price Workplace Parking for a reduction of 6.8%. This assumes 100% of employees would be subject to a \$6 per day parking charge.
 - To achieve the necessary 6.8% reduction, a minimum of 100% of employees shall be subject to a \$6 per day parking charge.
- Implement Rideshare Program for a reduction of 10%. This assumes 100% of employees would be eligible for this program.
 - To achieve the necessary 3.1% reduction, a minimum of 68% of employees shall be eligible for this program.

The following combination of measures can also achieve the necessary 6.8% VMT reduction:

- Implement Employee Transit Subsidies and Promotions and Marketing for a reduction of 9%. This requires 100% of employees being eligible for both programs. This assumes an LA Metro EZ Pass subsidy of approximately \$3.67 per day per employee.

New employees shall be informed of any rideshare and transit subsidy programs and subsidy program information shall be displayed within areas where the greatest number of employees are likely to see it (consistent with Gardena Municipal Code Section 18.68.020). Verification of the provision of at least one of the VMT reduction measures or combination of measures specifically identified shall be provided annually to the City of Gardena Community Development Department.

TRA-3: If an amenity hotel is proposed on a site meeting the conditions for an amenity hotel that was not analyzed by the *Hotel Development Standards General Plan & Zoning Code Amendment Project Transportation Memorandum*, prepared by Kittelson & Associates, dated December 9, 2020, the applicant of the proposed development shall prepare a Vehicle Miles of Travel (VMT) analysis in compliance with the City of Gardena SB 743 Implementation Transportation Analysis Updates in effect at that time for review and approval by the City of Gardena Community Development Department. The applicant shall be required to implement mitigation measures required to reduce potential VMT impacts.

TCR-1: Within 14 days of determining that an application for an amenity hotel project is complete, the City of Gardena Community Development Department shall provide notification to the designated contact for the Gabrieleno Band of Mission Indians – Kizh Nation, which shall be accomplished by means of at least one written notification that includes a brief description of the proposed project and its location, the lead agency contact information, and a notification that the Tribe has 30 days to request consultation.



City of Gardena City Council Meeting

Agenda Item No.: 155
Department: Community Development
Meeting Date: March 9, 2021
Resolution Nos.: 6498 and 6499
Ordinance No.: 1825

AGENDA STAFF REPORT

AGENDA TITLE:

ADOPTION OF A RESOLUTION APPROVING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, ADOPTION OF A RESOLUTION AMENDING THE LAND USE PLAN OF THE GENERAL PLAN TO INCREASE FLOOR AREA RATIO FOR SPECIFIC USES, AND INTRODUCTION OF AN ORDINANCE MAKING CHANGES TO TITLE 18 OF THE GARDENA MUNICIPAL CODE PRIMARILY RELATING TO AMENITY HOTELS, BUT MAKING OTHER CHANGES AS WELL

INTRODUCTION:

This is a supplemental report to the information contained in the Planning Commission materials attached hereto for the development of amenity hotels, which would be allowed only on arterial and major collector streets.

BACKGROUND:

Council may remember that in July 2020 an item was presented to the City Council about the need to revise hotel development standards in order to encourage hotel development in Gardena. As a result of the City Council's direction, a draft Ordinance was prepared and a Mitigated Negative Declaration ("MND") was prepared.

The MND looked at the "worst anticipated case scenario," meaning that the City Council could make changes that did not create as much impact and there would be no need to do any further environmental review. For example, the City Council could revise the studied floor area ratio (FAR) from 2.0 to 1.5 without the need to do any additional analysis. However, if the City Council wanted to *increase* the FAR to 2.5, that would be beyond what was studied and would require additional environmental review. Not all of the changes are impacts that were required to be studied under CEQA.

On February 16, 2021 the Planning Commission held a duly noticed public hearing on the changes to the General Plan and Zoning Ordinance which primarily relates to the development of a new category of use called "amenity hotels."

ZONING CODE CHANGES – ORDINANCE NO. 1825

The proposed Ordinance would require the following for an amenity hotel:

18.42.190 Amenity Hotel.

Amenity hotels, as allowed in the C-3, C-4, M-1, or M-2 zone shall comply with the following requirements:

- A. The hotel contains a minimum of two amenities, including but not limited to:
 - 1. An indoor lobby/lounge area with complimentary Wi-Fi designed and equipped as a social space for guests to sit, relax, eat, drink, and work;
 - 2. Day spa facilities;
 - 3. Outside, landscaped, lounge areas designed and equipped for guests to sit, relax, eat, drink, and work, including common area patios and rooftop decks;
 - 4. A pool or other outside improved and landscaped recreation areas;
 - 5. A fitness center that is a minimum of 400 square feet in size with sufficient equipment other than, or in addition to, free weights to allow a minimum of four individuals to work out at the same time;
 - 6. Event space that is a minimum of 375 square feet in size;
 - 7. Other amenities of similar nature that are for the benefit of guests and located outside of the individual rooms.
- B. The majority of rooms are accessed from an interior lobby, courts, or interior hallway;
- C. Lot size: minimum of ½ acre;
- D. Location: located on an arterial or major collector street;
- E. Does not contain more than 20% of rooms with kitchens or kitchenette facilities;
- F. Meets all other development standards of the applicable zone; and
- G. Complies with the mitigation measures and standard conditions of approval that were identified in the environmental assessment for the Ordinance allowing amenity hotels or that are found to be equivalent.

The following are the proposed Ordinance changes relating primarily to amenity hotels. Additional clean-up changes to the zoning code are also proposed and shown on the redlined versions of the Ordinance. The highlighted sections are the ones where the Planning Commission did not agree with the changes proposed in the draft Ordinance.

STANDARD	CURRENT REQUIREMENT (All Hotels)	PROPOSED REQUIREMENT (Amenity Hotels)
Location	Hotels permitted in C3/C4/M1/M2	Same, but only on arterial or major collector
Approval Mechanism	CUP	CUP
FAR Max. Commercial (except hotels)	0.5 (Self storage: 2.75)	Same
FAR Max. Industrial (except hotels)	1.0	Same
FAR Max Hotels	0.5	2.0
Min. Lot Size	1.0 AC	0.5 AC
Min. Lot Dimension	100'W x 150'D	Same
Building Height (C3/C4/M1/M2)	<ul style="list-style-type: none"> No max. in C3 – has 2½ story limit; all other zones has 65' limit except: 35' w/in 100' of R1/R2 zone 45' w/in 100' of R3 zone 	<ul style="list-style-type: none"> 65' for C3; eliminate 2½ story limit no change adjacent to R1/R2 zone 50' w/in 100' of R3/R4
Setbacks (C3/C4/M1/M2)	<ul style="list-style-type: none"> 10' landscaping on all street frontages 20' front yard for hotels 	<ul style="list-style-type: none"> 5' landscaping on street side (all C3 properties) 10' front yard consistent with all other developments in these zones
Parking Ratio	<ul style="list-style-type: none"> 1 space/room + 1 space/6 rooms (employees) + Parking for add'l uses 	<ul style="list-style-type: none"> 0.85 space/room + 0 spaces for employees + Parking for add'l uses
Parking Demand Study	Required for hotels	Eliminated for hotels and amenity hotels; Parking Demand Study can be used to reduce parking requirements for either type of hotel
Parking Size	Standard: 9'x18' Compact: 8'x17' up to 25%	No change
Aisle Width	26'	25' (Citywide)
Kitchen(ettes)	20% limit	20% limit
Market Feasibility Study	Required	Not required for amenity hotels

Additional Comments

The following additional comments are provided based on input and questions from the Planning Commission.

- CUP Requirement

As noted above, as originally drafted the Ordinance provided that amenity hotels would be allowed by right. This change was recommended by hotel developers who wanted to be able to develop a hotel without any discretionary review which requires additional time. However, after further discussion among staff, it was determined that it may be prudent to retain the CUP process as even well-established hotels can become problematic. The CUP mechanism provides the City with an additional enforcement tool. While not universal, a CUP is a common requirement. For example, a CUP is required in Carson, Hawthorne, Manhattan Beach, Redondo Beach, Torrance, and certain zones in El Segundo and Lomita.

The Planning Commission recommended that the CUP requirement remain.

- FAR Maximum

The proposed FAR increase also requires a change to the Land Use Plan of the General Plan which currently limits the FAR in commercial land use areas to 0.5 FAR, except for self-storage facilities, and 1.0 FAR in industrial land use areas. Other uses could not develop to the higher FAR unless there was a corresponding change in the zoning regulations as well.

- Building Height

In 2012, the City Council amended the Zoning Ordinance to eliminate a height limit in commercial zones from 2½ stories to 65 feet, with additional limitations when next to specified residential uses. The 2½ story limit did not contain any height limit. Unfortunately, due to an oversight, the changes were only made to the C-2 and C-4 zones. The change from 2½ stories to 65 feet cleans up this oversight and brings the development standards in line with the changes previously made to the other zones.

In addition to the change in overall height, there is a proposed increase from 45 feet to 50 feet in the C-3/C-4/M-1/M-2 zones if a property is adjacent to an R-3 or R-4 zone. This would apply to all uses, not just amenity hotels.

- Setbacks – Side Street

Current development standards require a 10-foot setback for all street frontages. At the recommendation of the Economic Development Manager based on input from hotel developers, the Ordinance proposed an amendment to reduce side street setbacks to 5 feet. The Planning Commission recommended that the City Council not make any changes and retain the 10-foot setback requirement. If the City Council does wish to reduce the setback to 5 feet, the following change has to be added to the Ordinance as it was inadvertently overlooked:

18.34.050 Property development standards

* * *

E. A minimum ten-foot landscape perimeter shall be provided on all front-yard street frontages. A minimum five-foot landscape perimeter shall be provided on all side-yard street frontages.

- Setbacks – Front Yard

Under the current requirements, the standard front yard setback in the C-3/C-4/M-1/M-2 zones is 10 feet. However, in an effort to discourage the type of hotels that had become problematic decades ago, the requirement was increased to 20 feet for hotels. The proposed Ordinance eliminates the 20-foot requirement for amenity hotels.

- Parking Requirements

The Gardena Municipal Code currently requires the following parking for hotels:

- 1 space per room
- 1 space for every 6 employees, with a minimum of 3 spaces for employees
- Additional spaces based on additional uses

Based on input from hotel developers, the proposed Ordinance reduced parking to 0.85 spaces per room, plus spaces for additional uses. The Planning Commission recommended against making this change, however staff still believes that some amendment is warranted.

Except for Torrance, Gardena generally has the most conservative parking requirements in the surrounding area. As part of the analysis for the proposed changes, the City hired LLG Engineers to prepare a parking analysis.

Source	Parking Ratio
Survey of other jurisdictions' ordinances	Generally, 1.0 space per room, with some cities requiring additional parking based on other amenities or employees; some hotels use reduced parking – the greater number of rooms, the lower the parking ratio above a certain number
ITE	Average parking supply ratio: 1.1 spaces per room <ul style="list-style-type: none">• Average weekday peak period parking demand – 0.74 spaces/room• Average weekday peak period parking demand – 0.83 spaces/occupied room
ULI	<ul style="list-style-type: none">• Peak parking demand ratio – 1.15 spaces per room (includes .15 space/room for employees)• Additional space required for other uses such as restaurants and meeting space
Empirical data from other parking studies	Range between 0.31 and 0.86 per occupied room.

While the ULI study shows a higher ratio than 1:1, the LLG report (Exhibit B to Attachment F), explains that more recent information has indicated that this requirement could be reduced based on the use of services such as Lyft and Uber. Given that Gardena is hoping to draw guests to new hotels from people who are attending events at SoFi stadium and Dignity Health Sports Park (formerly Stub Hub), there will undoubtedly be guests arriving by alternative means of transportation than personal vehicles. Additionally, it would not be uncommon for multiple guests to arrive in a single vehicle, but not share a room.

Staff believes that it would be reasonable to eliminate the employee parking requirement for amenity hotels and maintain the 1:1 space per room ratio and requirement for additional spaces for additional uses. In order for this parking ratio to be insufficient, a hotel would basically have to be at 100% occupancy with guests in every single room having their own vehicle and each employee driving their own cars to work rather than use public transportation or other services.

An overabundance of parking is not only a waste of space, it is also very costly. Each parking space in a parking structure costs between \$30,000 to \$40,000 in construction costs.

In addition to the changes relating to amenity hotels, the Ordinance also eliminates some outdated uses in the C-3 zone.

GENERAL PLAN AMENDMENT – RESOLUTION NO. 6499

The Land Use Plan of the City's General Plan includes maximum intensity for commercial and industrial land use categories. Commercial intensity is generally limited to 0.5 FAR, and industrial intensity is limited to 1.0 FAR. The changes to the Land Use Plan would allow an increase up to 2.75 FAR in the General Commercial area for specific uses to account for the 2.75 FAR allowed in the C-4 zone for self-storage uses and the 2.0 FAR proposed for amenity hotels and allow an increase up to 2.0 FAR in the Industrial areas to allow for amenity hotels. These changes are required as the zoning ordinance is required to be consistent with the General Plan.

CEQA – RESOLUTION NO. 6498

As set forth in more detail in the Planning Commission report, a Mitigated Negative Declaration was prepared for the project which examined the environmental impacts from an anticipated total of four new hotels with a total of 450 rooms.

Mitigation Measures for the following topics will reduce impacts below a level of significance: Biological Resources – construction activities are removal of trees could potentially impact nesting migratory birds; Cultural Resources – construction on developed property could potentially impact historical resources; Geology and Soils – construction activity could have potential adverse effects due to earthquake fault, strong seismic ground shaking, seismic-related ground failure, being located on unstable or expansive soils, or destroying a unique paleontological resource; Hazards and Hazardous Materials – construction could cause a release of hazardous materials or be located on an identified hazardous waste site; Transportation – new amenity hotel development could conflict with the CEQA Guidelines requiring a Vehicle Miles Traveled analysis; Tribal Cultural Resources – construction could cause changes to tribal cultural resources.

RECOMMENDATION

The City Council should discuss the various changes to the General Plan and Zoning Ordinance and conduct the public hearing. City consultants will be on hand to answer any questions relating to environmental concerns and parking issues. Staff respectfully recommends that the City Council adopt Resolution Nos. 6498 and 6499 and choose which version of Ordinance No. 1825 to introduce, or provide further direction regarding additional changes.

Submitted by: John F. Signo, AICP

Date: March 4, 2021

Attachments:

A – Resolution No. 6948 – approving the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

- Exhibit A – Mitigated Negative Declaration
- Exhibit B – Mitigation Monitoring and Reporting Program

B – Resolution No. 6499 – amending the Land Use Plan

- Exhibit A – Land Use Plan Update

C – Ordinance No. 1825 as originally presented (redlined)

- Exhibit A – Conditions and Mitigation Measures

D – Ordinance No. 1825 as recommended by the Planning Commission (redlined)

- Exhibit A – Conditions and Mitigation Measures

E – Planning Commission Resolution No. 2-21 (without attachments)

F – Planning Commission Report dated February 16, 2021 (with attachments A-D)

- Exhibit A – July 2020 City Council agenda item with attachments
- Exhibit B – LLG Engineers Parking Analysis
- Exhibit C – Map of Arterial and Major Collector Streets
- Exhibit D – Hotel Comparison of Other Cities

**CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION**

**STAFF REPORT
RESOLUTION NO. PC 2-21
GENERAL PLAN AMENDMENT #1-21, ZONE TEXT AMENDMENT #1-21**

DATE: February 16, 2021

TO: Chair Jackson and Members of the Planning and Environmental Quality Commission

FROM: Raymond Barragan, Acting Community Development Director

CASE PLANNER: John F. Signo, AICP, Senior Planner

APPLICANT: City of Gardena

LOCATION: Citywide

REQUEST: To amend the Land Use Plan of the City's General Plan to allow higher floor area ratios in the Commercial and Industrial General Plan land use areas when allowed by the Gardena Zoning Code as well; primarily relating to amenity hotels.

BACKGROUND

The City of Gardena is situated in a position to capitalize on a demand for new hotel spaces due to its proximity to major attractions and vicinity to LAX. The City's transient occupancy tax, which is 11%, provides a good source of revenue for the City. The existing hotel development standards were adopted in 1990 due to the concerns by the City Council of proliferation of hotels/motels on small narrow lots within the City's commercial zones. While the change in standards seemed to have the desired effect, these standards make it all but impossible to attract and develop quality hotels in the City; only one hotel has been built since the adoption of the 1990 regulations and for reasons now unknown there were errors in the staff report and the hotel was allowed to develop without complying with the development regulations.

After consulting with the City's Economic Development Manager and a hotel developer that was interested in pursuing a project in Gardena, recommendations were made to change a number of the standards. In addition, staff found other minor changes to the Zoning Ordinance that should be made.

In order to address the concerns of the earlier City Council, but encourage the development of hotels in Gardena that could add revenue to the City's general fund, staff proposed to add a new type of hotel called an "amenity hotel" that would be required to provide amenities that are

commonly associated with more upscale types of hotels than the motels that had developed in earlier years.

In July 2020 the City Council authorized staff to proceed with the recommended changes (Exhibit A).

AMENITY HOTELS

Amenity hotels will be required to provide amenities such as: indoor lobby/lounge area with complimentary Wi-Fi meant for guests to sit, relax, and work; spa facilities; outside lounge areas meant for guests to sit, relax, and work, including common area patios and rooftop decks; pool or other improved recreation areas; gym facilities; conference centers; or other amenities of a similar nature that are for the benefit of guests and located outside of the individual rooms.

More specifically, amenity hotels would be defined as follows:

18.42.190 Amenity Hotel.

Amenity hotels, as allowed in the C-3, C-4, M-1, or M-2 zone shall comply with the following requirements:

- A. The hotel contains a minimum of two amenities, including but not limited to:
 - 1. An indoor lobby/lounge area with complimentary Wi-Fi designed and equipped as a social space for guests to sit, relax, eat, drink, and work;
 - 2. Day spa facilities;
 - 3. Outside, landscaped, lounge areas designed and equipped for guests to sit, relax, eat, drink, and work, including common area patios and rooftop decks;
 - 4. A pool or other outside improved and landscaped recreation areas;
 - 5. A fitness center that is a minimum of 400 square feet in size with sufficient equipment other than, or in addition to, free weights to allow a minimum of four individuals to work out at the same time;
 - 6. Event space that is a minimum of 375 square feet in size;
 - 7. Other amenities of similar nature that are for the benefit of guests and located outside of the individual rooms.
- B. The majority of rooms are accessed from an interior lobby, courts, or interior hallway;
- C. Lot size: minimum of ½ acre;
- D. Location: located on an arterial or major collector street;
- E. Does not contain more than 20% of rooms with kitchens or kitchenette facilities;
- F. Meets all other development standards of the applicable zone; and
- G. Complies with the mitigation measures and standard conditions of approval that were identified in the environmental assessment for the ordinance allowing amenity hotels or that are found to be equivalent.

PROPOSED CHANGES

The following chart sets forth the current requirements in the Land Use Plan and Zoning and the proposed changes.

STANDARD	EXISTING REQUIREMENT	ANALYZED CHANGE	COMMENT
Location	Hotels currently allowed in C-3, C-4, M-1, M-2	Amenity hotels only allowed in those zones if on arterial or major collector	These locations support reduced parking because of availability of transit; allowing in other locations would require changes to the IS/MND.
Approval Mechanism	CUP	Amenity Hotels by right	Staff recommendation – continue to require CUP as approval mechanism to retain control if there are issues; change does not impact CEQA analysis.
FAR Maximum • Commercial land use • Industrial land use • Hotel Restrictions	0.5, 2.75 for self-storage facilities 1.0 0.5	2.0 for hotels (leaves 2.75 in place for specific uses in commercial)	If FAR is too high, a lower FAR would not impact CEQA analysis.
Min. Lot Size	1 acre	0.5 acre	Lot size could be increased without impacting CEQA analysis; decrease would require changes to the IS/MND.
Min. Lot Dimension	<ul style="list-style-type: none"> • 100 feet wide • 150 feet deep 	No changes being sought	
Building Height – C-3/C-4 and M-1/M-2 zones	<ul style="list-style-type: none"> • No maximum stated • 2½ stories/35' within 100' of a R-1 or R-2 zone • 45' within 100' of R-3 zone 	<ul style="list-style-type: none"> • 65' in general for C-3 • Increase to 50' within 100' of R-3 or R-4 zone • Eliminate 2½ story limit 	Increase to a greater height may require changes to the IS/MND.
Setbacks – C-3/C-4 and M-1/M-2 zones	<ul style="list-style-type: none"> • 10' landscaped on all street frontages • 20' front yard for hotels 	<ul style="list-style-type: none"> • Reduce to 5' on street side yard frontages for all C-3 properties • Eliminate 20' requirement for amenity hotels 	Setbacks are not a CEQA issue and changes could be made without impacting CEQA analysis.
Parking Ratio	<ul style="list-style-type: none"> • 1 space for each room; and 	<ul style="list-style-type: none"> • 0.85 for each room + spaces for additional 	Parking is not a CEQA issue; ratio can be increased without impact to the CEQA analysis.

STANDARD	EXISTING REQUIREMENT	ANALYZED CHANGE	COMMENT
	<ul style="list-style-type: none"> • 1 space for every 6 rooms for employee parking • Spaces for additional uses (like conference center) as per Code 	uses; reduction could be allowed based on parking study	Staff believes at least a 1:1 ratio for each room should be required.
Parking Demand study	Required for all hotels	Eliminated for hotels and amenity hotels unless applicant wants to reduce required parking	Parking study is not a CEQA issue and changes can be made without impact to the CEQA analysis.
Parking Size	<ul style="list-style-type: none"> • Standard space: 9' x 18' • Compact space: 8' x 17' up to 25% of parking 	No change	Staff did not agree with request for reduced size changes. However, parking is not a CEQA issue and reductions could be made without any impact to the CEQA analysis.
Aisle width	26'	Reduce to 25'	Aisle width is not a CEQA issue; changes can be made without any impact to CEQA analysis. City's Building Official has determined this width to be sufficient.
Kitchens/kitchenette facilities	20% limit	20% limit for amenity hotels as well	No change proposed.
Market Feasibility	Required	Eliminate for amenity hotels	This is not a CEQA issue; changes could be made without impact to the CEQA analysis.

In addition to the changes listed above, the Ordinance also proposes to remove antiquated uses from the list of uses permitted in the C-3 zones.

ANALYSIS

In order to help visualize what different standards may look like, the following chart provides information regarding some of the existing hotels in the City:

STANDARD	Best Western Plus 14400 S. Western Ave.	New Gardena Hotel 1641 Redondo Beach Blvd.	Rodeway Inn 15607 S. Normandie	Gardena Terrace Inn 15902 S. Western Ave.	Hollywood Inn Suites 1030 W. El Segundo Blvd.
Year Approved	2013	1988	1984	1980	Recent remodel
FAR	1.3	2.02	0.64	0.91	0.56
Lot Size	0.99 acre (43,210 sf)	1.5 acres (55,260 sf)	0.75 acre (32,390 sf)	0.46 acre (20,160 sf)	1.3 acres (56.628 sf)
Square Footage	56,280 sf	66,798 sf	22,405 sf	18,848 sf	31,843 sf
Building Height/Stories	4 stories/45'	6 stories	3 stories	3 stories	3 stories
Number of Rooms	64	101	50	46	75
Amenities	Pool, complimentary breakfast, exercise facility	Conference rooms, outdoor seating areas; large lobby; fitness center	Pool, fitness center	Seating terrace	Swimming pool, lobby area

New Gardena Hotel – 1641 Redondo Beach Blvd.



Hollywood Inn Suites – 1030 W. El Segundo Blvd.



Gardena Terrace Inn – 15902 S. Western Ave.



Also attached is a chart comparing Gardena's existing and proposed regulations to those of neighboring cities. (Exhibit B.)

Parking Considerations – As stated above, parking issues are not a CEQA issue. Nevertheless, the City hired LLG Engineers to prepare a parking analysis for Hotel Parking Standards. LLG looked at other cities' parking regulations as well as industry standard ratios from the Institute of Transportation Engineers (ITE) and the Urban Land Institute (ULI). The conclusions of the parking analysis are shown in the following table.

Source	Parking Ratio
Survey of other jurisdictions' ordinances	Generally 1.0 space per room, with some cities requiring additional parking based on other amenities or employees; some hotels use reduced parking – the greater number of rooms, the lower the parking ratio above a certain number
ITE	Average parking supply ratio: 1.1 spaces per room <ul style="list-style-type: none"> • Average weekday peak period parking demand – 0.74 spaces/room • Average weekday peak period parking demand – 0.83 spaces/occupied room
ULI	<ul style="list-style-type: none"> • Peak parking demand ratio – 1.15 spaces per room (includes .15 space/room for employees) • Additional space required for other uses such as restaurants and meeting space
Empirical data from other parking studies	Range between 0.31 and 0.86 per occupied room.

LLG's analysis also concluded that ride services can reduce the need for parking as well. It was therefore LLG's conclusion that a parking ratio of 0.85 spaces per room could be justified if there is additional parking required for other uses.

ENVIRONMENTAL CONSIDERATIONS

The Economic Development Manager of the City determined that it was reasonable to anticipate four amenity hotels being built in the City with a total of 450 rooms. The City hired De Novo Planning Group to prepare an Initial Study/Mitigated Negative Declaration (hereafter "MND") for the project, with the understanding that the number of hotels and rooms would be limited. In order to assess the impacts from the proposed changes, De Novo first identified possible locations for amenity sites based on the size of properties and the requirement that the amenity hotels be located on arterial or major collector roads. (See Exhibit D for map of these streets.) It was also generally assumed that development of two hotels may occur at the same time and within 0.1 mile of each other. However, in the case of the air impacts analysis, it was assumed that all four hotels would develop at the same time. These assumptions create a worst-case scenario as it is more likely that multiple hotels would *not* develop at the same time or within that close of a proximity to each other. Similarly, by studying a FAR of 2.0, the City Council could ultimately decide to adopt a lower FAR, such as 1.5 without the need to revise the analysis because the impacts from a project at a 2.0 FAR would be worse than one at a 1.5 FAR.

The MND determined that of the twenty-one topic areas that were required to be addressed, the project would have the potential to have an impact on only six categories, but with the adoption of the mitigation measures listed in the Mitigation Monitoring and Reporting Program, all impacts would be reduced below a level of significance. These areas are: Biological Resources – construction activities are removal of trees could potentially impact nesting migratory birds; Cultural Resources – construction on developed property could potentially impact historical resources; Geology and Soils – construction activity could have potential adverse effects due to

earthquake fault, strong seismic ground shaking, seismic-related ground failure, being located on unstable or expansive soils, or destroying a unique paleontological resource; Hazards and Hazardous Materials – construction could cause a release of hazardous materials or be located on an identified hazardous waste site; Transportation – new amenity hotel development could conflict with the CEQA Guidelines requiring a Vehicle Miles Traveled analysis; Tribal Cultural Resources – construction could cause changes to tribal cultural resources.

As the project does not include any specific hotel development, the Ordinance has been drafted to require that an amenity hotel comply with the mitigation measures and standard conditions of approval that were identified in the MND.

The MND was circulated for the required 20-day public review period. No comments were received during that time.

Adoption of the MND requires the City to find that its independent judgment was used.

CONSISTENCY WITH THE GENERAL PLAN

The General Plan land use designation and zone changes may be made whenever the public necessity, convenience, general welfare, or good land use and zoning practices require the same. Additionally, General Plan amendments must be internally consistent and zone changes must be consistent with the General Plan.

The proposed project of increasing the allowed FAR in the commercial and industrial land use categories and zoning and the change to development standards is consistent with the following goals and policies of the Gardena General Plan.

Land Use Goal 3: Provide high quality, attractive and well-maintained commercial, industrial, and public environments that enhance the image and vitality of the City.

- Land Use Policy 3.1: Require adequate off-street parking, internal circulation and loading spaces for commercial developments.
- Land Use Policy 3.4: Attract commercial and industrial uses that minimize adverse impacts on surrounding land uses and are economically beneficial to the City in terms of revenue generation and employment opportunities.
- Land Use Policy 3.5: Promote the development and preservation of attractive commercial and industrial development with ample landscape treatment, adequate parking and the full range of customer amenities.

Economic Development Goal 1: Promote a growing and diverse business community that provides jobs, goods and services for the local and regional market, and maintains a sound tax base for the City.

Economic Development Goal 3: Attract desirable businesses to locate in the City.

- Economic Development Policy 3.3: Maintain a multidisciplinary proactive approach to improve the City's image as a desirable business location.

The proposed changes will encourage the development of new hotels which will improve the image and vitality of the City. Studies have been conducted to ensure that there is adequate off-street parking and adequate space for internal circulation. New hotels will provide revenue to the City and create new employment opportunities for residents and those in surrounding communities.

Circulation 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.

- Circulation Policy 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 proposed changes will encourage the development of new hotels along arterials and major corridors which provides better access to transit options. Only seven of the proposed sites do not screen out of a VMT analysis and transportation demand management mitigation measures will be imposed on any development on those sites. The changes will also allow visitors to stay overnight in the Los Angeles area rather than travelling from distant areas and creating unneeded VMT. Alternative transportation is more abundantly provided in the Gardena area as opposed to more remote areas as the majority of the city is considered a high quality transit area (HQT) as defined by the Southern California Association of Governments (SCAG).

Public Safety Goal 2: Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.

- Public Safety Policy 2.3: Require compliance with seismic safety standards in the [Uniform] Building Code.
- Public Safety Policy 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.

Site specific geotechnical studies are required for any development in the City.

Public Safety Goal 3: Protect public health, safety and the environment from exposure to hazardous materials and other dangers.

If construction of a new amenity hotel requires demolition of an older building, an asbestos survey will be conducted to determine the presence or absence of asbestos. Asbestos removal must be performed by a State certified asbestos containment contractor. Paint which is separated from building materials is required to be evaluated for lead, and if found, disposed of by a qualified Lead Specialist.

The changes to the zoning standards for amenity hotels will be consistent with the changes made to the Land Use Plan relating to the intensity allowed in the commercial and industrial land use areas. These changes are necessary for the public convenience, general welfare and good land use practices as they will allow development of amenity hotels in the City which will bring jobs and revenue.

NOTICING

The public hearing notice for General Plan Amendment # 1-21 and Zone Change Amendment #1-21 was published in the Gardena Valley News on February 4, 2021. A copy of Proof of Publication is 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 discuss the proposed changes, suggest any modifications it deems desirable, and adopt PC Resolution No. 2-21 which recommends that: 1) the City Council adopt the IS/MND and the Mitigation Monitoring and Reporting Program as set forth in Resolution No. 6498; the City Council amend the Land Use Plan of the General Plan to increase the FAR up to 2.75 for specific uses as identified in the Zoning Code for General Commercial uses and up to 2.0 for specific uses as identified in the Zoning Code for Industrial uses as identified in Resolution No. 6499; and 3) the City Council approve Ordinance No. 1825 amending the Zoning Code primarily relating to development standards for amenity hotels, but making other changes as well.

ATTACHMENTS

Exhibit A – July 14, 2020 City Council agenda item

- Exhibit 1 – Hotel Comparison of Other Cities
- Exhibit 2 – Memo to City Manager from 1990
- Exhibit 3 – Planning Commission staff report dated June 1, 1990
- Exhibit 4 – Ordinance No. 1440

Exhibit B – LLG Engineers Parking Analysis

Exhibit C – Map of Arterial and Major Collector Street

Exhibit D – Hotel Comparison of Other Cities (Full Version)

Exhibit E – PC Resolution No. 2-21

- Exhibit 1 – Resolution No. 6498 adopting the IS/MND and MMRP
 - Attachment A – IS/MND
 - Attachment B - MMRP
- Exhibit 2 – Resolution No. 6499 amending the Land Use Plan
 - Attachment A – Amended Land Use Plan
- Exhibit 3 – Ordinance No. 1825 amending development standards



City of Gardena
City Council Meeting

Agenda Item No. 8. B. (2)
Department: COMMUNITY DEVELOPMENT
Meeting Date: 07/14/2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: Initiation of Changes Relating to Hotel Development Standards


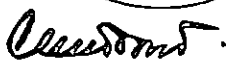
<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none">▪ Provide Staff direction	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> <p>Staff respectfully recommends that Council provide direction to staff on whether to implement changes to the General Plan and Zoning Code relating to hotel development in the City.</p> <p>With the construction of the mixed-use development in Inglewood which will include SoFi Stadium and Hollywood Park, and the proximity to Stub Hub and other attractions, Gardena should be in a position to capitalize on a demand for new hotel spaces in the surrounding area, thereby increasing the City's tax base. However, the applicable development standards of the General Plan and Zoning Code are prohibitive to the development of new hotels in the City.</p> <p>Currently, staff is only looking for general direction from the City Council. The specific development standard changes to the General Plan and Zoning Code would be brought back to the Planning Commission and then City Council.</p>	
<u>FINANCIAL IMPACT/COST:</u> None	
<u>ATTACHMENTS:</u> <ul style="list-style-type: none">• Agenda Staff Report	
Submitted by:  Raymond Barragan, Acting Community Development Director Date: 07/09/2020	
Concurred by:  Clint Osorio, City Manager Date: 07/09/2020	

EXHIBIT A

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8. B. (2)

Department: Community Development

Meeting Date: July 14, 2020

AGENDA TITLE:

INITIATION OF CHANGES RELATING TO HOTEL DEVELOPMENT STANDARDS

RECOMMENDATION:

Staff respectfully recommends that Council provide direction to staff on whether to implement changes to the General Plan and Zoning Code relating to hotel development in the City.

BACKGROUND:

With the construction of the mixed-use development in Inglewood which will include SoFi Stadium and Hollywood Park, and the proximity to Stub Hub and other attractions, Gardena should be in a position to capitalize on a demand for new hotel spaces in the surrounding area, thereby increasing the City's tax base. However, the applicable development standards of the General Plan and Zoning Code are prohibitive to the development of new hotels in the City.

Unlike the residential development standard changes which staff initiated, staff is seeking Council direction as to whether changes should be implemented for hotels for several reasons. First, the residential standards were changed to allow residential development to meet the density *that was already allowed* in the Gardena Municipal Code; changes to the hotel standards would require an intensification of the allowed density as well as a modification to other standards. Second, the changes to the residential standards were exempt from CEQA; the changes to hotel development standards would have to be analyzed under CEQA because of the increase in building area. Third, and perhaps most important, the existing development standards were adopted in 1990 based on the concerns of the then City Council regarding the proliferation of hotels/motels on small narrow lots within the City's commercial zones which lacked amenities such as open space, adequate parking, landscaping and recreational facilities. The lack of these amenities led to high vacancy rates, cut-rate prices, and deleterious effects. A conditional use permit requirement was instituted in order to allow the City the opportunity to review each proposed hotel and motel development on its merits and deny projects which were not compatible with the surrounding uses or neighborhood. Standards were imposed on hotels and motels that exceeded the requirements for other developments in the same zone. Background documents from that time are attached for City Council's review.

According to staff research, at the time of the 1990 changes, neither the General Plan nor City zoning had FAR limits on commercial development. This means that when the City Council adopted the development standards, a denser project could be built than would be allowed under today's standards and it does not appear that the then City Council meant to place such a severe restriction on the development of hotels.

The City's current development standards for hotels and motels are listed below. A column has been included indicating the areas in which staff seeks guidance. As staff did with seeking input from residential developers, staff has also sought input from a hotel owner in Gardena who is interested in building an additional hotel.

STANDARD	REQUIREMENT (based on C-3 zone)	QUESTIONS/COMMENTS
Approval Mechanism	CUP	Continue conditional approval or allow by-right, Site Plan Review would still apply if on designated streets? <ul style="list-style-type: none"> • Developer recommendation – allow by right for hotels • Staff recommendation - continue to require CUP for motel; staff to examine necessity to continue for hotels. Site Plan Review still required as indicated in the GMC on designated streets.
FAR	.5 – meaning on a 50,000 sf lot you can only build 25,000 sf <ul style="list-style-type: none"> • Everything in C-3 zone is .5 FAR 	Should FAR be increased and if so to what? <ul style="list-style-type: none"> • Developer request – increase to maximum of 1.9 FAR for hotels • Staff recommendation – increase FAR to a minimum of 1.5 – 2.0 for hotels
Min. Lot Size	1 acre	Should there be a minimum lot size? <ul style="list-style-type: none"> • Developer request – minimum 25,000 sf • Staff recommendation – reduce minimum lot size to ½ acre (21,780 sf)
Min. Lot Dimension	<ul style="list-style-type: none"> • 100 feet wide • 150 feet deep 	No changes being sought
Building Height	<ul style="list-style-type: none"> • 65 feet in general • 2 ½ stories/35 feet when adjacent to a R-1 or R-2 zone • 45 feet when adjacent to 100 feet of R-3 zone 	Should height be increased? <ul style="list-style-type: none"> • Developer request – increase to 50' when adjacent to an R-3 zone • Staff recommendation – allow for some height increase adjacent to R-3 for hotels
Setbacks	<ul style="list-style-type: none"> • 10 feet landscaped on all street frontages • 20 feet – front yard (note all other commercial uses require 10-foot setback) • 5 feet – rear yard • 5 feet – side yard 	Should front yard setback be reduced? <ul style="list-style-type: none"> • Developer request – reduce all setbacks to 5 feet • Staff recommendation – reduce setback in front yard so it is consistent with other commercial requirements. i.e. 10 feet and reduce to 5 feet on side-street for everything in C-3 zones
Parking Ratio	<ul style="list-style-type: none"> • 1 space for each room; and • 1 space for every 6 rooms for employee parking • Spaces for additional uses (like conference center) as per Code 	Should parking ratios be reduced? <ul style="list-style-type: none"> • Developer request – 80% of hotel rooms if more than 80 rooms; otherwise 1:1 • Staff recommendation – reduce to 1:1 requirement for the first 100 rooms and then a fractional rate for 100+ room; plus spaces per additional uses open to the public; parking may be reduced upon submission of a parking demand study showing need for less parking
Parking Demand study	Required	Should this still be required? <ul style="list-style-type: none"> • Staff recommendation – only require if developer wishes to lower the parking requirement
Parking Size	<ul style="list-style-type: none"> • Compact space – 8' x 17' up to 25% of parking 	Should additional compact spaces be allowed? <ul style="list-style-type: none"> • Developer request – allow up to 30% compact • Staff recommendation – no opinion

STANDARD	REQUIREMENT (based on C-3 zone)	QUESTIONS/COMMENTS
Aisle width	26'	Should aisle width be reduced? <ul style="list-style-type: none"> • Developer recommendation: reduce to 24' for standard stalls and to 22' for compact stalls • Staff recommendation – consult with traffic engineer and Building Official to determine feasibility
Landscaping	20% of all paved areas used for driveways and open parking (note all other commercial developments only require 5% landscaping in these areas); this is in addition to requirements for front-yard/side-street landscaping requirements	Should landscaping be reduced? <ul style="list-style-type: none"> • Developer request – reduce ALL landscaping to 20 sf per guest room, for a maximum of 2,000 sf of landscaping • Staff recommendation – reduce to be consistent with other commercial development on driveways and parking areas
Kitchens/kitchenette facilities	• 20% limit	No change proposed
Market Feasibility Study	Required	Should this still be required? <ul style="list-style-type: none"> • Developer request – none required • Staff recommendation – no opinion

GARDENA HOTELS

Only one hotel has been built since the adoption of the 1990 regulations, the Best Western Plus on Western Avenue. For reasons now unknown due to a change in personnel (City Manager, Director of Police, Streets and Development Services, and Planning Assistant are all gone), there were errors in the staff report and the hotel was allowed to develop at a greater FAR than allowed by the Gardena Municipal Code and without the required setbacks. Instead of being built at a .5 FAR, the hotel was developed at a 1.3 FAR.

In an effort to help the City Council visualize what different standards may look like, the following information is provided regarding some of the existing hotels in the City which were considered Tier 1 hotels in 2013:

STANDARD	Best Western Plus 14400 S. Western	New Gardena Hotel 1641 Redondo Beach Blvd.	Rodeway Inn 15607 S. Normandie	Gardena Terrace Inn 15902 S. Western	Hollywood Inn Suites 1030 W. El Segundo
Year Approved	2013	1988	1984	1980	Recent remodel
FAR	1.3	2.02	.64	.91	.56
Lot Size	.99 acre (43,210 sf)	1.5 acres (55,260 sf)	.75 acre (32,390 sf)	.46 acre (20,160 sf)	1.3 acres (56,628 sf)
Square Footage	56,280 sf	111,854 sf	22,405 sf	18,848 sf	31,843 sf
Building Height/Stories	4 stories/45 feet	6 stories	3 stories	3 stories	3 stories
Number of Rooms	64	101	50	46	75

OTHER CITIES

According to the City's Economic Development Manager, it has been estimated that Gardena can most likely support only two or three more hotels. However, the City's ability to support these hotels could be impacted by a proliferation of hotels in other areas. Therefore, in order to attract quality hotels, Gardena needs development standards that are competitive with neighboring communities. The attached chart shows how Gardena's existing Ordinance compares with that of other cities. A review of the above chart shows that Gardena's development standards are more conservative than other cities and would not be likely to entice a hotel developer to build in the City.

CEQA

An amendment to the zoning provisions which would allow increased development, i.e., an increased FAR, must be analyzed under CEQA to determine the impacts of such increases. Except for the parking lot adjacent to the Lucky Lady, there is no other specific location in mind so the CEQA analysis would be general in nature. Nevertheless, the cost of a CEQA analysis is estimated to be approximately \$80,000 to \$100,000 depending on what other changes are to be included. In order to be on the conservative side, the CEQA review would assume the construction of four new hotels.

RECOMMENDATION

At this point, staff is only looking for very general direction from the City Council and the specific development standard changes to the General Plan and Zoning Code would be brought back to the Planning Commission and then City Council. However, staff does need some direction to help guide the environmental assessment.

If Council desires to change the development standards, a motion to direct staff to implement the changes would be in order.

Attachments:

- Comparison Chart to Other Cities
- Memo to City Manager from 1990
- Staff report to Planning Commission dated June 1, 1990
- Ordinance No. 1440

Hotel Comparison of Other Cities

Zone Requirements for Hotel Development	City of Gardena (C3)	City of Inglewood (C2)	City of Hawthorne (C3)	City of El Segundo (C3, MU-N&S, Corp. Office)	City of Redondo Beach (Commercial zones)	City of Hermosa Beach (C2, C3)	City of Torrance (C2, C3, C5)	City of Glendale (C3)
Minimum Lot Area	1 acre for Hotels	20,000	Hotels with Restaurant and/or Conference Space: none. Hotels without Amenities: 1 acre minimum	10,000 (C3)	None	None	None	None
Lot Dimensions	100' x 150'	150' frontage requirement	None	100' (min. street frontage)	None	None	100' (min. street frontage)	None
Building Height Limit	35' within 100' of boundary with R-1 or R-2 zone; 45' within 100' of boundary with R-3 zone	75 ft	None, but over 4 stories requires CUP	200' east of Sepulveda; 45' west of Sepulveda; 40' if abutting residential	30' (C-3 zone)	30' C2; 35' C3	Building Code	District I: 50' and 3 stories; District II: 65' and 4 stories; District III: 90' and 6 stories; District IV: 35'
Building Intensity	0.50 FAR	None	2.5 FAR	0.8 FAR; 1.0 in C3 zone with additional FAR east of Sepulveda with approved TDR (transfer dev. Rights) plan	0.7 for C-3 zone (0.35 to 1.0 FAR for other commercial zones)	None	None	None
Lot Coverage Limit	None	65%	None	None	None	None	None	40% of total lot area and an additional 5% permitted for 2nd floor

Hotel Comparison of Other Cities

Zone Requirements for Hotel Development	City of Gardena (C3)	City of Inglewood (C2)	City of Hawthorne (C3)	City of El Segundo (C3, MU-N&S, Corp. Office)	City of Redondo Beach (Commercial zones)	City of Hermosa Beach (C2, C3)	City of Torrance (C2, C3, C5)	City of Glendale (C3)
Setbacks	20' front setback on Rosecrans; 10' on Budlong; 20' rear setback	15 ft in front. 5ft in back, if abutting alleyway. (increase by 2ft for every story above 2 stories)	None	25' front; 15' side; 25' side (street); up to 10' side/rear if adjacent to other zone; 15' rear; 25' rear (street)	5' front; 10' side (street); 20' side (full length of lot, but PC may modify); 0' rear unless residential abutting, then 20' (PC may modify)	0' front; 8' side/rear C3 (add'l 2' for each add'l story that abuts residential); 5' side/rear C2	Determined by PC	Front, side (street and interior): None; Interior adjacent to residential: 5' min. and ave. 8' for bldgs and structs up to 28'; 7' min. and ave. 10' for bldgs/structs 28' and up to 35'; 1' min. for every 2' of height for entire bldg., if building is over 35'
Parking	1:1, plus 1 space for every 6 rooms for employee parking, plus parking for additional uses, plus parking demand study	102 for the first 100 rooms + 50% spaces for above 100 rooms.	Hotels with Restaurant and/or Conference Space: 1:1 first 100 rooms. ¾ space for each of the next 50 rooms; ½ space for each room above one hundred fifty rooms. Hotels w/o amenities = 1:1	1 space for each of the first 100 rooms; ¾ space for each of the next 100 rooms; and 1/2 space for each room above 200 rooms, or sleeping units	1 space for each room w/o kitchen, and 1½ spaces for each room with kitchen; plus 1 space per each 100 SF of banquet, assembly, meeting or restaurant seating area. (The decision-making body may require less based on certain factors)	1 space for each of the first 50 units; 1 space per 1½ units after 50 units; and 1 space per 2 units after 100 units (Restaurants, banquet rooms, conference rooms, etc. shall provide parking as computed separately)	1.25 parking spaces per room, plus 10 spaces for each 1,000 SF of ancillary service areas (Approval authority may reduce base criteria depending on size, range of services, and location)	0.8 space per each habitable room

Hotel Comparison of Other Cities

Zone Requirements for Hotel Development	City of Gardena (C3)	City of Inglewood (C2)	City of Hawthorne (C3)	City of El Segundo (C3, MU-N&S, Corp. Office)	City of Redondo Beach (Commercial zones)	City of Hermosa Beach (C2, C3)	City of Torrance (C2, C3, C5)	City of Glendale (C3)
Standard Parking Stall	9' x 18'	8' x 18'	9' x 18'	8.5' x 18'	8.5' x 19'	8.5' x 18'	8.5' x 19'	8.5' x 18'
Compact Parking Stall	8' x 17' (up to 25% of parking requirement)	8' x 16' (up to 30% of parking requirement)	8 x 15'	8.5' x 15' (up to 20%)	8' x 15' (up to 20%)	7.5' x 15' (up to 30%)	7.5' x 15' (up to 10%)	
Parking Aisle	26'	24' for standard stalls and 22' for compact stalls	26'	25'	25'	25' (20' compact)	24'	24'
Landscaping	20% of all paved area	25 SF per guestroom for a maximum of 2,500 SF	None	5% of vehicular use area	1 shade tree per every 6 spaces in parking lot	None	20% of total lot area	Not less than 5% of interior parking lot
Kitchenettes	Maximum 20% of units	Not allowed	Allowed	Allowed	Allowed (no more than 50%)	Determined by decision-making body for lots >20,000 SF	Determined by PC	
Feasibility Studies	Yes	None required	Yes	None required	None required	None required	Parking demand study and market analysis	
Conditional Use Permit Required	Yes	No	Yes	Yes in Corporate Office zone; No in C3 & MU-N&S	Yes	No	Yes	No

MEMO TO: Kenneth W. Landau, City Manager
SUBJECT: Proposed Ordinance on Hotels/Motels

DATE:

BACKGROUND

On September 27, 1988 the City Council adopted Ordinance 1403 temporarily prohibiting development of hotels and motels for a period of 45 days. The Council's concern stemmed largely from the development of hotels and motels on small narrow lots and lacking such amenities as open space, adequate parking, landscaping, and recreational facilities. It was deemed that the absence of such amenities, commonly provided in larger well-established hotels and motels, may easily lead to high vacancy rates, cut rate prices, and deleterious effects.

On November 8, 1988 the City Council adopted Ordinance 1405 extending the moratorium for an additional period of 10 months and 15 days. This extended moratorium was due to expire on September 23, 1989; however, on September 12, 1989, the Council adopted Ordinance 1425 further extending the moratorium for a period of 12 months.

ANALYSIS

Currently, hotel and motel developments are subject to site plan review requirements of the Code, whereby the Planning Commission reviews the arrangement of the buildings on the lot, parking and circulation design, setbacks, landscaping, other development standards and the proposed use of the property. The Commission shall either approve the site plan with conditions or deny the site plan based on its findings. However, it cannot deny a site plan if the proposed use is permitted in the zone and all applicable development standards are met. Naturally, as in all planning applications, the Commission's decision is appealable to the City Council.

Since the adoption of the moratorium, staff has identified several areas where adoption of specific standards would further strengthen our present requirements to regulate hotel and motel developments. The following are highlights of the proposed ordinance:

Definition

We have provided updated definitions for hotels and motels that are more suited for current industry trends and local requirements. We have kept the provision whereby not more than 20% of the guest rooms in hotels or motels may be equipped with kitchens or kitchenettes.

TO: City Manager
RE: Proposed Ordinance on Hotels/Motels

Page 2

Conditional Use Permit

Hotels and motels may be permitted in the C-3, C-4, M-1 and M-2 zones subject to approval of a conditional use permit; they will not be permitted in the C-R, C-P and C-2 zones. The conditional use permit process is discretionary and will therefore afford the City the opportunity to review each proposed hotel or motel development on its merits. The City can deny a proposed project on the basis of non-compatibility with the surrounding uses or neighborhood. Further, since a conditional use permit is an entitlement, it could be revoked in case of non-compliance with the conditions of approval. In comparison, the site plan review is ineffectual once the project has been approved.

Development Standards

The ordinance requires of all new hotel and motel developments a minimum one acre lot size including minimum dimensions of 100 feet width and 150 feet depth. Also, a 20 feet front yard setback is required and not less than 20% of the parking/driveway areas shall be landscaped; currently, there is no front yard setback requirement and the landscaping is at 5%.

Parking and Market Studies

Hotels and motels are found to possess such unique characteristics of parking demand as to warrant special consideration, primarily because they may be combination of land uses -- accommodation for overnight guests, conference/meeting facilities, and restaurant/entertainment facilities. To determine traffic impacts, the ordinance requires the preparation of a parking demand and traffic impact study by a qualified traffic engineer.

The ordinance also requires a market analysis prepared by a qualified consultant to study among others if the proposed site is suitable for hotel development, a positive hotel market exists within the area of the proposed site, development of the site with a hotel/motel project is financially feasible, and the highest and best use of the property is being achieved.

TO: City Manager
RE: Proposed Ordinance on Hotels/Motels

Page 3

RECOMMENDATION

In summary, the proposed ordinance:

- o Provides an updated definition of hotels and motels with a 20% allowance for kitchens.
- o Requires a conditional use permit for all hotels and motels which are to be allowed only in the C-3, C-4, M-1 and M-2 zones; they will not be allowed in the C-R, C-P and C-2 zones.
- o Requires minimum one acre lot size with minimum dimensions of 100 feet frontage and 150 feet depth.
- o Requires 20 feet front yard setback and 20% of landscaping of the parking/driveway areas.
- o Requires parking demand and traffic study as well as a financial feasibility and market analysis.

It is staff's opinion that the proposed standards are reasonable and practical to regulate hotel and motel developments to ensure that they meet community standards, and are designed to be an asset to the City and its citizens. It is therefore recommended that the City Council adopt the proposed ordinance.

FC 12-1 1/11 ✓ 611, 601 5 5

ROY T. KATO
City Planner

/JM/vn

TO: Planning & Environmental Quality Commission
FROM: Community Development Department, Planning Division
DATED: June 1, 1990
SUBJECT: Amend Gardena Municipal Code: Title 10 Chapter 3
Relating to Hotels and Motels

* * * *

BACKGROUND

On September 27, 1988 the City Council adopted Ordinance 1403 temporarily prohibiting development of hotels and motels for a period of 45 days. The Council's concern stemmed largely from the development of hotels and motels on small narrow lots and lacking such amenities as open space, adequate parking, landscaping, and recreational facilities. It was deemed that the absence of such amenities, commonly provided in larger well-established hotels and motels, may easily lead to high vacancy rates, cut rate prices, and deleterious effects.

On November 8, 1988 the City Council adopted Ordinance 1405 extending the moratorium for an additional period of 10 months and 15 days. This extended moratorium was due to expire on September 23, 1989; however, on September 23, 1989; the Council adopted Ordinance 1425 further extending the moratorium for a period of 12 months.

ANALYSIS

Currently, hotel and motel developments are subject to site plan review requirements of the Code, whereby the Planning Commission reviews the arrangement of the buildings on the lot, parking and circulation design, setbacks, landscaping, other development standards and the proposed use of the property. The Commission shall either approve the site plan with conditions or deny the site plan based on its findings. However, it cannot deny a site plan if the proposed use is permitted in the zone and all applicable development standards are met. Naturally, as in all planning applications, the Commission's decision is appealable to the City Council.

Since the adoption of the moratorium, staff has identified several areas where adoption of specific standards would further strengthen our present requirements to regulate hotel and motel development. The following are highlights of the proposed ordinance:

Definition

We have provided updated definitions for hotels and motels that are more suited for current industry trends and local requirements. We have kept the provision whereby not more than 20% of the guest rooms in hotels or motels may be equipped with kitchens or kitchenettes.

Conditional Use Permit

Hotels and motels may be permitted in the C-3, C-4, M-1 and M-2 zones subject to approval of a conditional use permit; they will not be permitted in the C-R, C-F and C-2 zones. The conditional use permit process is discretionary and will therefore afford the City the opportunity to review each proposed hotel or motel development on its merits. The City can deny a proposed project on the basis of non-compatibility with the surrounding uses or neighborhood. Further, since a conditional use permit is an entitlement, it could be revoked in case of non-compliance with the conditions of approval. In comparison, the site plan review is ineffectual once the project has been approved.

Development Standards

The ordinance requires of all new hotel and motel developments a minimum one acre lot size including minimum dimensions of 100 feet width and 150 feet depth. Also, a 20 feet front yard setback is required and not less than 20% of the parking/driveway areas shall be landscaped; currently, there is no front yard setback requirement and the landscaping is at 5%.

Parking and Market Studies

Hotels and motels are found to possess such unique characteristics of parking demand as to warrant special consideration, primarily because they may be combination of land uses -- accommodation for overnight guests, conference/meeting facilities, and restaurant/entertainment facilities. To determine traffic impacts, the ordinance requires the preparation of a parking demand and traffic impact study by a qualified traffic engineer.

The ordinance also requires a market analysis prepared by a qualified consultant to study among others if the proposed site is suitable for hotel development, a positive hotel market exists within the area of the proposed site, development of the site with a hotel/motel project is financially feasible, and the highest and best use of the property is being achieved.

RECOMMENDATION

In summary, the proposed ordinance:

- * Provides an updated definition of Hotels and motels with a 20% allowance for kitchens.
- * Requires a conditional use permit for all hotels and motels which are to be allowed only in the C-3, C-4, M-1 and M-2 zones; they will not be allowed in the C-R, C-P and C-2 zones.
- * Requires minimum one acre lot size with minimum dimensions of 100 feet frontage and 150 feet depth.
- * Requires 20 feet frontyard setback and 20% of landscaping of the parking/driveway areas.
- * Requires parking demand and traffic study as well as a financial feasibility and market analysis.

It is staff's opinion that the proposed standards are reasonable and practical to regulate hotel and motel developments to ensure that they meet community standards, and are designed to be an asset to the City and its citizens. It is therefore recommended that the Planning Commission recommend adoption of the proposed ordinance by the City Council.

Respectfully submitted,



ROY T. KATO
City Planner

JM/jn

Attachment: Proposed Ordinance
Negative Declaration

* * * * *

Mr. Chairman, I move that the Negative Declaration be adopted.

Mr. Chairman, I move that the attached ordinance be adopted.

000042 INTRODUCED 7-10-90
ADOPTED 7-24-90
EFFECTIVE 8-13-90
AMENDED BY

ORDINANCE NO. 1440

AN ORDINANCE OF THE CITY OF GARDENA, CALIFORNIA,
AMENDING CHAPTER 3, TITLE 10 OF THE GARDENA MUNICIPAL
CODE RELATING TO HOTELS AND MOTELS

THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES ORDAIN AS
FOLLOWS:

WHEREAS, the City Council finds that the recent proliferation of
hotels/motels on small narrow lots within the City's commercial zones
presents a number of ever increasing problems. To wit, motels developed on
lots with a narrow street frontage lack the exposure necessary to attract the
traveling public. In addition, long narrow lots do not allow sufficient
space to provide proper amenities such as outdoor open space, landscaping,
swimming pools, and other recreational areas. The lack of these generally
accepted amenities, can easily result in higher vacancy rates with owners
attempting to solve the vacancy problem by renting their units either on an
hourly basis or by the month. Such activity creates a plethora of problems.
It makes rooms available at cut rate prices and thereby encourages
prostitution and the creation of "flop houses"; and

WHEREAS, the City Council finds that the above-described activities
are detrimental to the general health, safety, morals, and welfare of the
community in that they reduce crime into the area, provide an inexpensive
haven for prostitution and generally speed the deterioration of the subject
buildings and properties; and

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1 WHEREAS, the City Council further finds that the establishment of
2 minimum sizes and dimensions for lots upon which hotels/motels may be
3 developed will alleviate the aforementioned problems by creating increased
4 exposure for the developments and allowing sufficient space for the
5 development of the amenities usually associated with hotels/motels. It will
6 also provide the City discretionary authority through the conditional use
7 permit process to assure that new developments will both meet the needs of
8 the traveling public and be compatible with the environment of the
9 surrounding community; and

10 WHEREAS, the Planning & Environmental Quality Commission and the
11 City Council of the City of Gardena, California have duly and regularly
12 processed and held public hearings on the hereinafter quoted amendments to
13 Chapter 3, Title 10 of the Gardena Municipal Code; and

14 WHEREAS, said City Council has now acquired jurisdiction to adopt
15 this ordinance;

16 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA
17 DOES ORDAIN AS FOLLOWS:

18 SECTION 1. That Section 10-3.239 of the Gardena Municipal Code is
19 amended to read as follows:

20 "Sec. 10-3.239. Hotel.

21 Hotel shall mean any building or portion of any building
22 with access provided through a common entrance, lobby or hallway to six (6)
23 or more guest rooms, and which rooms are designed, intended to be used, or
24 are used, rented or hired out as accommodations for guests."

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1 SECTION 2. That Section 10-3.257 of the Gardena Municipal Code is
2 amended to read as follows:

3 "Sec. 10-3.257. Motel.

4 Motel shall mean a group of attached or detached buildings
5 containing guest rooms or sleeping rooms, some or all of which have a
6 separate entrance leading directly from the outside of the building with
7 garage attached or automobile parking space conveniently located on the lot
8 or parcel of land, and which is designed, used or intended to be used for the
9 accommodation of automobile travelers or tourists. Motels shall include
10 motor inns, motor lodges, auto courts, tourist courts, and similar
11 designations."

12 SECTION 3. That Section 10-3.1602(b)(19) of the Gardena Municipal
13 Code be deleted.

14 SECTION 4. That Section 10-3.1602(b)(23) of the Gardena Municipal
15 Code be deleted.

16 SECTION 5. That Section 10-3.1702(b)(16) of the Gardena Municipal
17 Code be deleted.

18 SECTION 6. That Section 10-3.2209 of the Gardena Municipal Code be
19 deleted.

20 SECTION 7. That Section 10-3.1603(j) of the Gardena Municipal Code
21 be added to read as follows:

22 "(j) Hotels and motels."

23 SECTION 8. That Section 10-3.1703(g) of the Gardena Municipal Code
24 be added to read as follows:

25 "(g) Hotels and motels."

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1 SECTION 9. That Section 10-3.2303(c)(25) of the Gardena Municipal
2 Code be added to read as follows:

3 "(25) Hotels and motels shall be permitted in the C-3, C-4, M-1
4 and M-2 Zones subject to a conditional use permit, provided that:

5 (i) The minimum lot area for hotels or motels shall be one
6 (1) acre exclusive of all other buildings or uses located on the same lot in
7 a mixed use development.

8 (ii) The minimum lot width for hotel or motel developments
9 shall be one hundred (100) feet. The minimum lot depth shall be one hundred
10 fifty (150) feet.

11 (iii) A minimum of twenty (20) feet front yard setback shall
12 be provided, and not less than twenty percent (20%) of the total paved area
13 utilized for driveways and open parking shall be landscaped pursuant to
14 regulations set forth in Sec. 10-3.2009 of the Gardena Municipal Code.

15 (iv) A parking demand/traffic impact study, paid for by the
16 proponent of a hotel/motel, has been prepared by a qualified traffic
17 engineer.

18 (v) A market analysis/financial feasibility study, paid for
19 by the proponent of a hotel/motel, has been prepared by a qualified
20 consultant.

21 (vi) The engineer/consultant preparing the studies
22 required by subsection (iv) and (v) shall be from a list of engineers and
23 consultants approved by the Community Development Department.

24 (vii) Not more than twenty percent (20%) of the guest rooms
25 shall be equipped with kitchens or kitchenette facilities."

26 ///

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1 SECTION 10. SEVERABILITY. If any section, subsection, sentence,
2 clause, phrase or portion of this ordinance is for any reason held to be
3 invalid or unconstitutional by the decision of any court of competent
4 jurisdiction, such decision shall not affect the validity of the remaining
5 portions of this ordinance. The City Council of the City of Gardena hereby
6 declares that it would have adopted this ordinance and each section,
7 subsection, sentence, clause, phrase or portion thereof irrespective of the
8 fact that any one or more sections, subsections, sentences, clauses or
9 portions be declared invalid or unconstitutional.

10 SECTION 11. CERTIFICATION. The City Clerk shall certify to the
11 passage and adoption of this ordinance; shall enter the same in the book of
12 original ordinances of said City; shall make a minute of the passage and
13 adoption thereof in the records of the proceedings of the City Council at
14 which the same is passed and adopted; and shall within fifteen (15) days
15 after the passage and adoption thereof, cause the same to be published once

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1 in the Gardena Valley News, a semi-weekly newspaper of general circulation,
2 printed, published and circulated within the said City of Gardena and which
3 is hereby designated for that purpose.

4 Passed, approved and adopted this 24th day of July 1990.

5
6
7 Donald L Dear
8 Mayor of the City of Gardena,
California.

9 ATTEST:

10
11 May Zoi
12 City Clerk

13 (SEAL)

14
15 APPROVED AS TO FORM:

16 MICHAEL J. KARGER
17 CITY ATTORNEY

18 Michael J Karger
19
20
21
22
23
24
25
26

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) SS.:
3 CITY OF GARDENA)
4

5 I, MAY Y. DOI, City Clerk of the City of Gardena, do hereby certify
6 that the whole number of members of the City Council of said City is
7 five; that the foregoing Ordinance being Ordinance No. 1440, was duly
8 passed and adopted and signed by the Mayor of said City, and attested by
9 the City Clerk, all at a regular meeting of said City Council held
10 on the 24th day of July , 19 90 , and that the same was so passed
11 and adopted by the following roll call vote:

12 AYES: Council members Tsukahara, Fukai, Cragin, Duffy, and Mayor Dear

13 NOES: None

14 ABSENT: None
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20 May Y. Doi
21 City Clerk of the City of Gardena,
California

22 (SEAL)
23
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26

CLERK'S CERTIFICATE

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

I, MAY Y. DOI, CMC, City Clerk of the City of Gardena, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing ordinance, being Ordinance No. 1440 is a full, true and correct copy of Ordinance No. 1440 of said City of Gardena, California, entitled:

ORDINANCE NO. 1440

AN ORDINANCE OF THE CITY OF GARDENA, CALIFORNIA
AMENDING CHAPTER 3; TITLE 10 OF THE GARDENA
MUNICIPAL CODE RELATING TO HOTELS AND MOTELS.

which was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City all at a regular Council meeting of the said Council held on the 24th day of July, A.D. 1990, and that the same was so passed and adopted by the following vote:

AYES: Council members Tsukahara, Fukai, Cragin, Duffy, and Mayor Dear

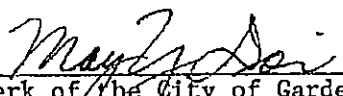
NOES: None

ABSENT: None

I do further hereby certify that pursuant to the Laws of the State of California, the foregoing Ordinance No. 1440 was duly and regularly published according to the law and order of the City Council of said City, in the Gardena Valley News, weekly newspaper of general circulation, printed, published and circulated within the said City, and that the same was so published therein on the following date, to-wit:

August 1, 1990

WITNESS my hand and seal of the said City this 24th day of August A.D. 1990.


City Clerk of the City of Gardena,
California

(SEAL)

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES,

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the

Gardena Valley News

a newspaper of general circulation, printed and published semi-weekly

in the City of Gardena
County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the

date of Apr 12, 19 26

Case Number 192-381; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

8/1

all in the year 19 90.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Gardena

California, this 1st day of Aug, 19 90

Sachi Fujikawa
Sachi Signature Fujikawa

CITY OF GARDENA
CITY CLERK

This space is for the County Clerk's Filing Stamp
1990 AUG -6 AM 9:54

City of Gardena

Proof of Publication of

ORDINANCE NO. 1440

Hotels and Motels

ORDINANCE NO. 1440
AN ORDINANCE OF THE CITY OF GARDENA,
CALIFORNIA, AMENDING CHAPTER 3, TITLE 10,
OF THE GARDENA MUNICIPAL CODE RELATING TO
HOTELS AND MOTELS
This Ordinance modifies the City's development standards with regards to hotels and motels. It provides definitions and allows hotel and motel developments in the C-3, C-4, M-1 and M-2 zones.
The Ordinance also establishes a minimum lot area of one (1) acre, a minimum lot dimension of 100 feet in width and 150 feet in depth, a minimum set back of twenty (20) feet and a minimum landscaping requirement.
Prior to approval of a conditional use permit, the ordinance requires the submittal of a traffic impact study and financial feasibility analysis.
THE ABOVE IS A SUMMARY OF ORDINANCE NO. 1440. THE COMPLETE ORDINANCE MAY BE OBTAINED OR VIEWED AT THE OFFICE OF THE CITY CLERK, ROOM 106, 1700 WEST 162ND STREET, GARDENA.
/s/ MAY Y. DOI, CMC
City Clerk of the City of Gardena
California
Pub. Aug. 1, '90.

EXHIBIT B

MEMORANDUM

To:	Mr. Raymond Barragan City of Gardena	Date:	September 16, 2020
From:	Clare M. Look-Jaeger, P.E. Chin S. Taing, PTP Linscott, Law & Greenspan, Engineers	LLG Ref:	1-20-4396-1
Subject:	Parking Analysis for Hotel Development Parking Standards City of Gardena, California		

Pursuant to the request of the City of Gardena, LLG has prepared this parking analysis for the City's consideration in the development of new provisions related to hotel parking standards. A reconsideration is warranted based on several factors and the overarching goal of this effort is to right-size future hotel parking supplies to meet hotel-related peak parking demands. This parking demand analysis contains a summary of the current City of Gardena Municipal Zoning Code for hotel developments, comparison of current hotel parking standards from other local jurisdictions, review of trends and parking demand ratios from industry standard parking reference data, review of empirical data from other parking studies prepared for existing hotel development sites in urban settings, and various parking management strategies associated with hotel developments.

BACKGROUND AND CITY OF GARDENA HOTEL CODE PARKING REQUIREMENT

The City of Gardena is currently reconsidering the parking standards for hotel developments since the current applicable standards of the General Plan and Zoning Code do not entice new hotel development within the City. New hotel development operators within the City could capitalize on the opportunities that result from recent mixed-use development and other attractions in nearby cities. The current hotel development standards, which include height requirements, setbacks, floor area ratios, and parking requirements, etc. were adopted in 1990, based on concerns expressed due to the increase in the number of hotels/motels being developed on small narrow lots within the City's commercial zones which lacked amenities such as open space, adequate parking, landscaping and recreational facilities. Since the adoption of the new regulations, only one new hotel has been built within the City (i.e., the Best Western Plus located at 14400 South Western Avenue), which was approved in 2013.

The City of Gardena off-street parking requirements for hotels are set forth in Section 18.40.040, of the Municipal Code. In accordance with the Municipal Code parking regulations, the following summarizes the hotel parking requirements:

- Hotels and Motels – One (1) space for each guest room for guest parking, plus one space for six (6) rooms for employee parking with a minimum of three (3)



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spaces for employees, plus provision of spaces for additional uses within the hotel/motel complex.

Source: City of Gardena Municipal Code (Section 18.40.040), current through Ordinance 1775, passed February 14, 2017.

OTHER JURISDICTIONS PARKING REQUIREMENTS

Research was also conducted regarding the parking requirements for hotels employed by other local jurisdictions and is summarized in **Table 1** for informational purposes only. The City of Gardena and surrounding agencies are illustrated in **Figure 1** for reference. In many cases, the published parking requirement is generally 1.0 space per room for the hotel lodging component with some jurisdictions employing a provision of additional parking requirements for hotel amenities (i.e., conference centers, meeting rooms, restaurants, etc.) and/or the number of employees at the site. Other jurisdictions adopted a tiered parking ratio such that the first set of rooms (e.g., the first 100 rooms) would reflect a higher parking ratio than the next set of rooms (e.g., the next 100 rooms), and so on.

As stated above, these parking standards are provided for informational purposes only as it is recognized that parking demand is also influenced by a site's proximity to various external factors (i.e., shopping, entertainment and recreational activities, adjacent and convenient public transportation services, nearby bicycle route networks, availability of transportation network company service/s and shuttle services, etc.). Parking demand for hotels is also dependent upon the physical characteristics of the hotel developments (i.e., non-lodging amenities provided on-site) since hotels which do not include large resort pool or fitness center facilities, or any business amenities such as meeting/conference rooms or full-service restaurant uses, tend to exhibit reduced parking demand due to reduced staffing levels and reduced outside parking demand associated with any non-guest use of meeting/conference space and restaurant space. In addition, given the size and design of the hotel developments, smaller boutique hotels will cater and be more attractive to singles and couples and less likely to be utilized by families, which may be more likely to drive than non-family guests/patrons.

COMPARISON OF INDUSTRY STANDARD PARKING RATIOS

ITE and ULI Parking Demand Ratios for Hotel Uses

In addition to reviewing Code parking requirements, the average peak parking demand for the hotel land use is often estimated using parking ratios contained in other industry standard parking publications. First, LLG reviewed parking ratios contained in the Institute of Transportation Engineers' (ITE) *Parking Generation Manual*¹ publication. More specifically, the ITE Land Use Code 310 (Hotel) average peak parking demand ratio was reviewed so that it could be compared with that expected through application of other empirical site-specific surveys and that of the Code parking requirements. The ITE parking supply ratio is summarized below:

- Average parking supply ratio: 1.1 spaces per room (17 study sites in general urban/suburban settings and 2 study sites in dense multi-use urban settings)

The surveyed sites generally included a mix of urban and suburban sites located throughout the United States. It is noted that the ITE hotel database consisted of sites that provide sleeping accommodations and supporting facilities such as a full-service restaurant, cocktail lounge, meeting rooms, banquet rooms, and convention facilities. Many of these study sites also typically provided swimming pools or other recreational facilities. It is further noted that the parking demand at the hotels also fluctuate depending on the level of activity held at the supporting facilities such as convention facilities, restaurants, meeting/banquet spaces. When utilizing the ITE publication, the parking demand can be calculated through application of the average peak parking demand ratio on a per room or occupied room basis. The average weekday parking demand ratios for hotels are summarized below:

- Average weekday peak period parking demand ratio: 0.74 spaces per room (22 study sites, average number of rooms: 321)
- Average weekday peak period parking demand ratio: 0.83 spaces per occupied room (27 study sites, average number of rooms: 268)

Second, LLG reviewed parking ratios for hotel uses published by the Urban Land Institute (ULI) as contained in their *Shared Parking* manual². The ULI *Shared Parking* manual recognizes that the best way to analyze the parking demand for all types of hotels is to separate the lodging component from the other components (i.e.,

¹ *Parking Generation Manual*, 5th Edition, Institute of Transportation Engineers, Washington D.C., January 2019.

² *Shared Parking*, Third Edition, Urban Land Institute, ICSC, and National Parking Association, 2020.

restaurant/lounge areas, meeting/banquet space, convention facilities, etc.). The parking demand for the amenities/services are then calculated separately based on the square footage of the gross leasable area. The current edition of the *Shared Parking* manual also determined that parking demand ratios for meeting/conference spaces are fully scaled based on the square footage of the meeting/conference space per room key. The calculated parking demand for these various non-lodging components are then collectively added to the parking demand for the hotel lodging to determine the total overall parking demand for the hotel site.

For both business and leisure hotels, the ULI publication cites the following recommended peak parking ratios, along with separate peak parking ratios provided for the restaurant/lounge area, meeting/banquet space, and convention space:

- Hotel peak parking demand ratio: 1.15 spaces per room key (including 1.0 space/room key for visitors and 0.15 space/room key for employees)
- Restaurant/lounge area peak parking demand ratio: 9.0 spaces per 1,000 square feet of gross leasable area (7.67 spaces/1,000 square feet of gross leasable area for visitors, 1.33 spaces/1,000 square feet of gross leasable area for employees)
- Meeting/banquet space peak parking demand ratio: Scaled from 0 to 32 spaces per 1,000 square feet of gross leasable area
- Convention space peak parking demand ratio: Scaled from 11.1 to 6 spaces per 1,000 square feet of gross leasable area or use convention center ratio of 6.0 spaces per 1,000 square feet of gross leasable area and adjust for captive on-site.

It should be noted that the ULI peak parking ratio for hotel use is consistent with those of several other jurisdictions. For example, the City of Pasadena Municipal Code indicates a parking ratio of one parking space for every guest room with additional requirements for the restaurant, banquet, meeting spaces to be calculated individually. Other cities (i.e., Cities of Redondo Beach and Torrance) have also included this similar approach in their Code parking requirements.

It is recognized that the ULI hotel peak parking ratio (i.e., 1.15 spaces per room key) is higher than the ITE publication (i.e., 0.83 spaces per occupied room), since the base ratio does not take into account various other shared parking concepts. The concept of shared parking is widely recognized within the transportation planning industry and accounts for the changes in parking demand over time for different types of land uses within a project. The shared parking concept and the analysis procedures

recommended in the *Shared Parking* manual is consistent with the methodology used by the City of Gardena and other jurisdictions in the review and approval of shared parking applications for other multi-use centers, including hotel development sites. The *Shared Parking* manual provides recommendations with respect to the following characteristics of parking demand at multi-use centers:

- Hourly Parking Indices. The *Shared Parking* manual provides hourly parking indices for various land uses. The indices show, for example, that the hourly parking demand for a meeting/banquet space (which generates its peak parking demand during the early evening/evening period) is different than the parking demand associated with the restaurant/lounge area (which generates its peak parking demand concentrated around the afternoon lunch hour) or the lodging space (which generates its peak parking demand during the late evening) as the guests return to their rooms.
- Day of Week Parking Variations. The *Shared Parking* manual also provides recommendations for day of week parking factors. While it was previously believed that business-oriented hotels would generate higher parking demands during the weekdays and resort hotels would reflect the opposite, recent studies have found that not to be the case. As such, the current version of the *Shared Parking* manual shows that the weekend hotel rate is not lowered for business hotels and the weekday hotel rate is not lowered for the leisure hotels as seen in previous editions. The restaurant components within the hotels generally have a higher demand for parking during weekends as compared to weekdays.

The ULI manual also recognizes the impacts that transportation network companies (TNCs)/ride hailing services have on affecting the parking demand at a hotel site. For example, daytime meetings are more likely to have non-guest attendees drive and park versus evening events that may trigger ride hailing as a means to avoid drinking and driving. Another factor that may affect ride hailing is parking cost. Studies have concluded that hotels located in downtown areas which charge relatively high overnight parking fees will have an even lower parking demand due to the influence of ride hailing services (i.e., both taxi and TNC usage). In fact, the current Third Edition of the ULI manual indicates that a mode adjustment comparison to the Second Edition which was based on a 1988 study, suggests that hotels in 2019 experienced a 10 and 33 percent reduction in non-captive drivers due to the use of TNCs in lieu of rental cars for typical business hotels (in a suburban setting) and downtown hotels (with paid and/or valet parking), respectively. Therefore, it is reasonable to adjust the ULI parking demand ratio indicated previously (which

assumes 100 percent auto mode split) to account for these various factors in assessing the parking demand for each hotel development site.

EMPIRICAL PARKING DEMAND STUDIES OF EXISTING HOTEL SITES

Empirical parking demand studies of existing hotel sites have been conducted previously by LLG and other consultants and are summarized below as part of this parking analysis. While the empirical parking demand ratios of existing hotel development sites may vary depending on the internal and external factors which influence the site's overall parking demand, these variations are included for purposes of this parking analysis. The purpose of these studies was to review the existing parking demand associated with hotel developments in various suburban cities in order to compare the derived empirical parking ratios to that of the City of Gardena Municipal Code and other industry standard publications.

The empirical parking demand associated with the site-specific studies varied depending on the following factors:

- **Site Location:** The existing facility's location near major arterials or and/or nearby attractions.
- **Demographics:** Local community population and economic conditions.
- **Facility Amenities:** The existing facilities may provide amenities (e.g., swimming pool, fitness center, meeting space, etc.) as planned for hotel developments within the City.

The following hotel sites were identified based on research of other parking demand studies conducted for hotel development sites in various cities in Southern California:

Cities of Arcadia and Glendale:

- *Burbank Hilton Garden Inn Parking Study (June 10, 2019)* prepared by LLG – Parking surveys of the existing Arcadia Hilton Garden Inn (124 rooms, 1,300 square feet of meeting space) and Glendale Embassy Suites (272 rooms, 8,000 square feet of meeting space), determined the average parking ratio between the two hotels to be 0.86 spaces per occupied room. It is important to also note that both hotels provide at least limited service with full staff, and thus the parking demand associated with hotel guests and employees are included in the derived parking ratios. Further, the Embassy Suites Glendale facility provides 8,000 square feet of meeting space utilized for meetings, social events, and banquets while the Hilton Garden Inn Arcadia facility

meeting space is used by hotel guests for small meetings and presentations only.

City of Pasadena:

- *Kimpton Hotel Parking Study (June 22, 2015)* prepared by Raju Associates – Parking supplies and room occupancies of Hilton Pasadena (296 rooms), Sheraton Pasadena (311 rooms), and Westin Pasadena (350 rooms) were reviewed to determine the average peak parking demand ratios of 0.31 spaces per occupied room, 0.39 spaces per occupied room, and 0.57 spaces per occupied room, respectively.

City of Los Angeles:

- *Kimpton Hotel Parking Study (June 22, 2015)* prepared by Raju Associates – Parking supplies and room occupancies of Hotel Wilshire (74 rooms) were reviewed to determine the average peak parking demand ratio of 0.50 spaces per occupied room.

City of Anaheim (within the Anaheim Resort District): It is important to note that while this data is not considered to be as directly applicable to the City of Gardena as the characteristics of the Anaheim Resort District are distinctly different, it is provided for informational purposes.

- *Dual Brand Home 2 Suites & Hilton Garden Inn Hotel Parking Study (March 19, 2018)* prepared by Kunzman Associates, Inc. – Parking surveys of the existing Holiday Inn Express and Quality Inn, determined the peak parking demand ratio to be 0.68 spaces per occupied room.
- *Avanti Residential Townhome Development Parking Study (June 10, 2019)* prepared by IBI Group – Parking surveys of the existing Red Lion Hotel (308 rooms) and Four Points by Sheraton (246 rooms), determined the peak parking demand ratio to be 0.56 spaces per room and 0.80 spaces per room, respectively.

Based on the research of parking studies conducted at other existing hotel development sites, the empirical peak parking demand ratios ranged between 0.31 spaces to 0.86 spaces per occupied room.

In reviewing the Code parking ratios of other local jurisdictions, the parking demand ratios from industry standard parking reference data, and the above empirical parking ratios of other parking studies, LLG recommends consideration of the parking ratio of 0.85 parking space per guest room for the hotel lodging component. It is also

recommended that parking ratios for the non-lodging components of the hotel (i.e., restaurant/lounge areas, banquet/meeting rooms, conference facilities, etc.) be applied separately based on further coordination and discussion with City staff.

PARKING MANAGEMENT STRATEGIES

During times when the parking demand is high at a particular hotel development site, various parking management strategies are effective at managing these peak parking demands. An option for consideration is for any future Applicant to prepare and submit a “Parking and Circulation Management Plan” to the Director of Community Development for review and approval prior to issuance of the first Certificate of Occupancy. Some elements of a Parking and Circulation Management Plan may include:

- A provision in the Rules and Regulations in the leases which would prohibit tenants and employees from parking on surrounding streets that are not immediately adjacent to the project site frontages.
- Implementation of managed parking for some spaces within the on-site parking facility (i.e., both the valet parking spaces and the tandem parking spaces) which would increase the effective parking supply as valet attended parking could occur within drive aisles located throughout the hotel parking areas.
- A requirement to conduct a parking utilization monitoring study one year from issuance of the Project’s Certificate of Occupancy. The parking utilization monitoring study must demonstrate that on-site parking is adequate to meet project demand. If the study shows that project parking demand exceeds the supply of parking within the project, the Applicant shall propose measures to reduce spillover parking impacts, subject to review and approval by the Director of Community Development. The parking reduction strategies may include, but are not limited to: 1) preparation of a Valet Parking Plan, 2) provision of transit passes and/or ride-share subsidies for employees, and/or 3) subsidized off-site parking options in order to minimize on-site employee parking demand, if necessary.

CONCLUSIONS

The following highlights the key findings of this parking analysis which is based on LLG's review of the Code parking requirements for the City of Gardena, other agency's hotel parking requirements, industry standard reference materials, and research of empirical site surveys conducted at existing hotel sites throughout Southern California.

- City of Gardena off-street parking requirements for hotels are set forth in Section 18.40.040 of the Municipal Code and indicates the following: one (1) space for each guest room for guest parking, plus one space for six (6) rooms for employee parking with a minimum of three (3) spaces for employees, plus provision of spaces for additional uses within the hotel/motel complex.
- Research of published parking requirement for hotels/motels by other local jurisdictions indicates that Code parking ratios are generally 1.0 space per room for the hotel lodging component with some jurisdictions employing a provision of additional parking requirements for hotel amenities (i.e., conference centers, meeting rooms, restaurants, etc.) and/or the number of employees at the site. Other jurisdictions adopted a tiered parking ratio for the hotel lodging component.
- Based on the ITE *Parking Generation Manual*, the average peak period parking demand ratio for a hotel use (Land Use Code 310) is 0.74 spaces per room or 0.83 spaces per occupied room. The average parking supply ratio for hotels is determined to be 1.1 spaces per room.
- The ULI *Shared Parking* publication indicates that the average peak period parking demand ratio for hotel use is 1.15 spaces per room key (including 1.0 spaces per room key for visitors and 0.15 spaces per room key for employees). The parking demand for the restaurant/lounge area, meeting/banquet space, convention space are then calculated separately and added to determine the overall hotel parking demand.
- Based on the research of parking studies conducted of existing hotel development sites, the parking demand ratios ranged between 0.31 spaces to 0.86 spaces per occupied room.
- LLG recommends consideration of the parking ratio of 0.85 parking space per guest room for the hotel lodging component. It is also recommended that parking ratios for the non-lodging components of the hotel (i.e., restaurant/lounge areas, banquet/meeting rooms, conference facilities, etc.) be

applied separately based on further coordination and discussion with City staff.

- During times when the parking demand is high at a particular hotel development site, various parking management strategies are effective at managing any potential peak parking demands.

Please feel free to contact us at 626.796.2322, if you have any questions regarding the parking analysis.

cc: File.

Table 1
HOTEL PARKING STANDARDS COMPARISON [1]

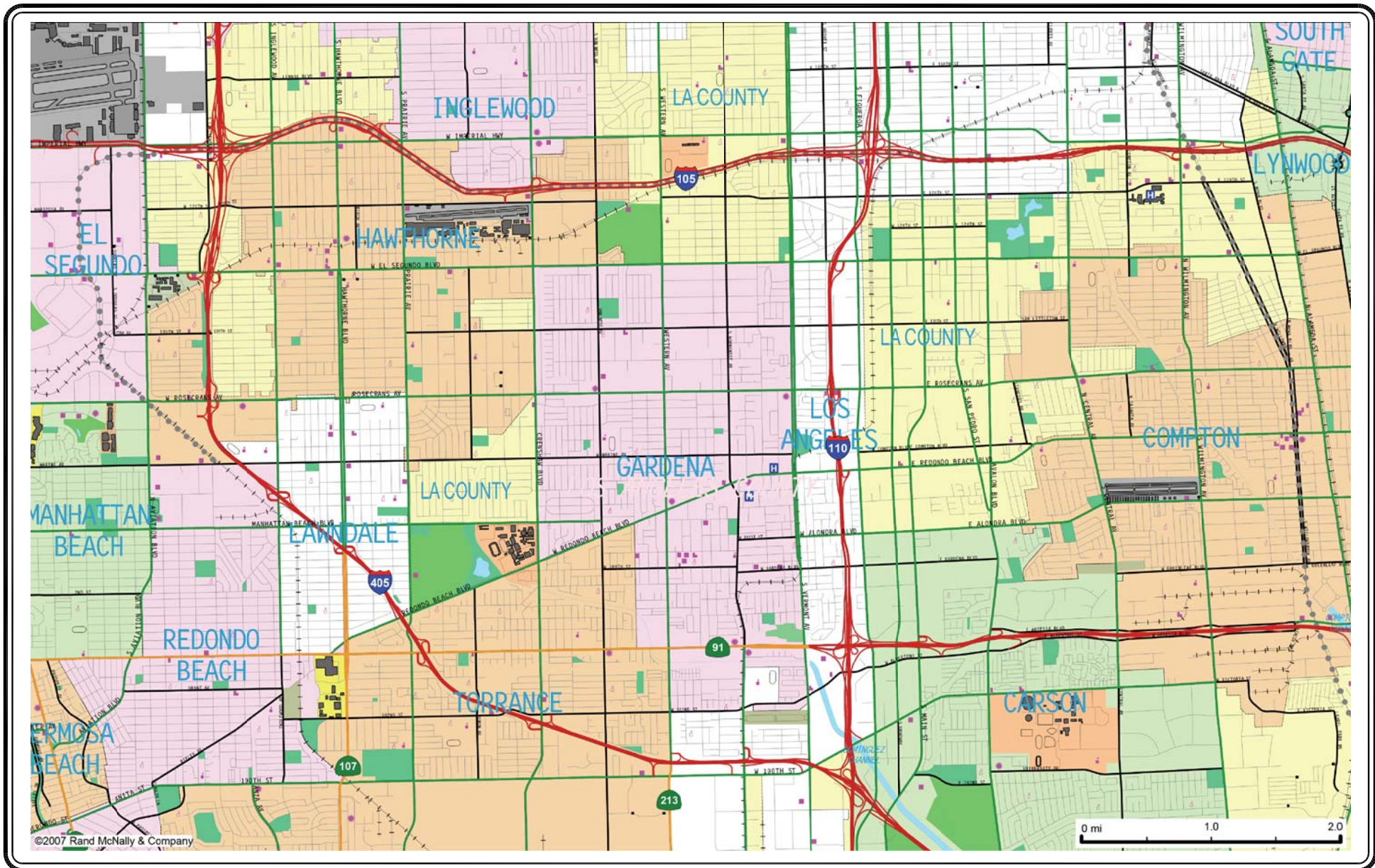
JURISDICTION	LAND USE	PARKING RATIOS
City of Gardena	Hotel and Motel	1 space per guest room plus 1 space per 6 rooms for employee parking plus parking for additional uses within the hotel/motel complex
City of Anaheim	Hotel	0.80 space per room plus 0.25 space per employee working in the guest room area
City of Carson	Transient Hotel/Motel	1 space per room plus 2 spaces for the residential manager's unit
City of El Segundo	Hotel	1 space for each first 100 rooms plus 3/4 space for each of the next 100 rooms plus 1/2 space for each room above 200 rooms
City of Hawthorne	Hotel with Restaurant and/or Conference Space Hotel with Airport Shuttle Hotel without Amenities	1 space for each first 100 rooms plus 3/4 space for each of the next 50 rooms plus 1/2 space for each room above 150 rooms 1 space for each first 100 rooms plus 3/4 space for each of the next 75 rooms plus 1/2 space for each room above 200 rooms 1 space per guest room; lot must be at least one acre
City of Hermosa Beach	Hotel Restaurants, banquet rooms, conference rooms	1 space for each of the first 50 rooms plus 1 space per 1.5 units after 50 units plus 1 space per 2 units after 100 units Parking to be computed separately
City of Inglewood	Hotel (100 or fewer rooms) Hotel (more than 100 rooms)	2 spaces plus 1 space for each bedroom/room for sleeping purposes 102 spaces for first 100 rooms plus 1/2 space for each room above 100 rooms
City of Lawndale	Hotel and Motel	1 space per room plus 1 space per room with a kitchen plus 1 space per 2 employees on the largest shift 2 spaces for the manager's unit
City of Los Angeles	Hotel Multi-purpose assembly room (>750 sf inside hotel) Restaurant (>750 sf and not intended for hotel guests)	1 space for each first 30 rooms plus 1/2 space for each of the next 30 rooms plus 1/3 space for each remaining room 1 space per 35 sf or 1 space per 5 fixed seats 1 space per 100 sf
Los Angeles County	Hotel Hotel Ancillary Uses	1 space per 2 guestrooms plus 1 space per guestroom suite No additional parking required

Table 1 Continued)
HOTEL PARKING STANDARDS COMPARISON [1]

JURISDICTION	LAND USE	PARKING RATIOS
City of Pasadena	Lodging - Hotels and Motels Banquet, Assembly, Meeting or Restaurant Area Accessory retail uses (>5,000 sf)	1 space per guest room plus 10 spaces per 1,000 sf seating area or 1 space per 8 fixed seats 2.5 spaces per 1,000 sf
City of Redondo Beach	Hotel	1 space per room without kitchen plus 1.5 space per room with kitchen plus 1 space per 100 sf of banquet, assembly, meeting or restaurant seating area
City of Torrance	Hotel	1.25 parking spaces per room plus 10 spaces per 1,000 sf of ancillary service areas

[1] Source: Parking requirements obtained from the Municipal Zoning Codes for each of the respective jurisdictions.

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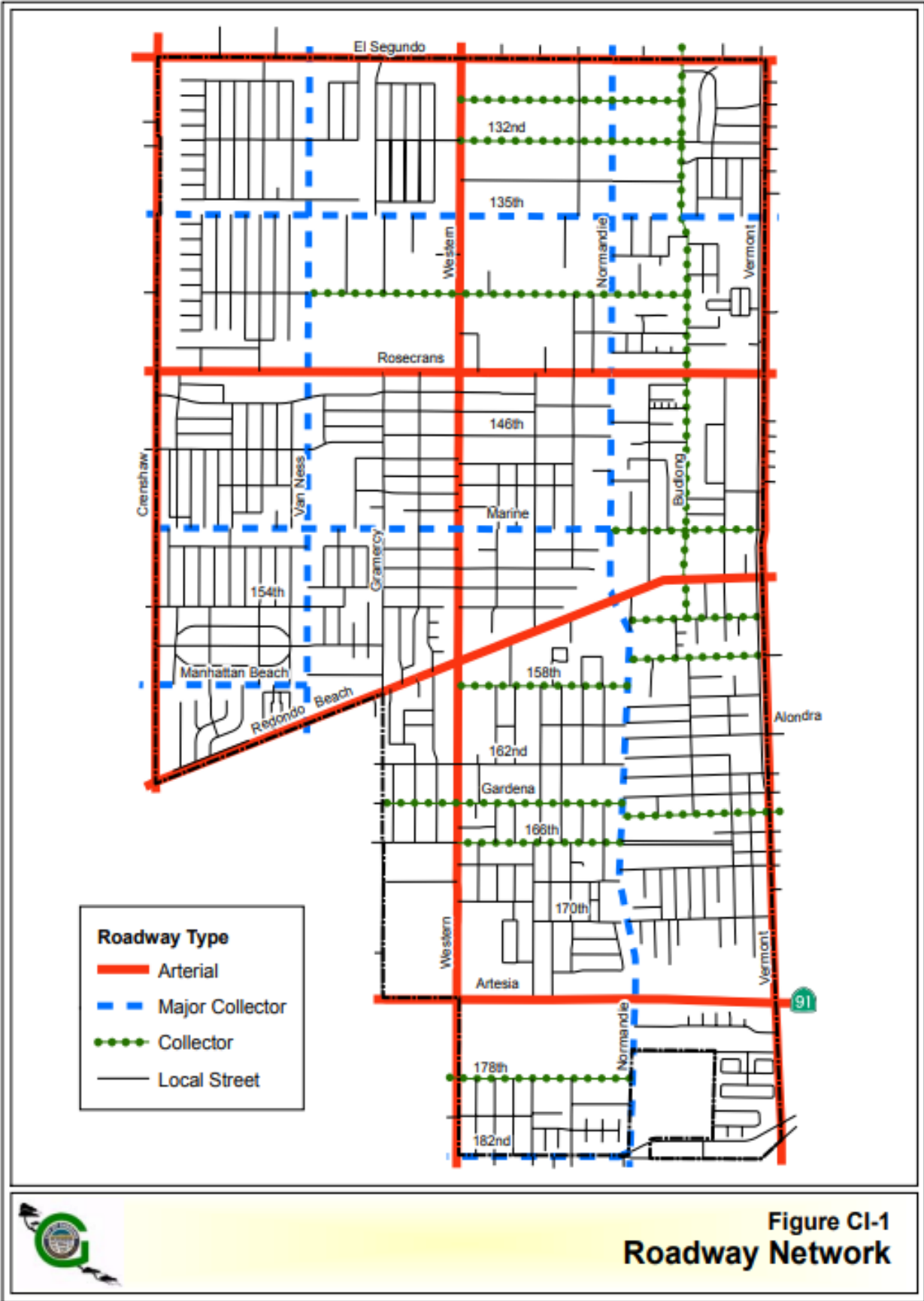
MAP SOURCE: RAND MCNALLY & COMPANY

LINSCOTT, LAW & GREENSPAN, engineers

FIGURE 1
SITE VICINITY MAP

GARDENA HOTEL DEVELOPMENT PARKING STANDARDS

EXHIBIT C



HOTEL COMPARISON OF OTHER CITIES (FULL VERSION)

Zone Requirements for Hotel Development	City of Gardena (C3)	City of Gardena - Amenity Hotel (C-3, C-4, M-1, M-2)	Carson (CN, CR, CG)	El Segundo (C3, MU-N&S, Corp. Office)	Glendale (C3)	Hawthorne (C-2, C-3, M-1, M-2)	Hermosa Beach (C2, C3)	Inglewood (C-1, C-2, C-3, LM)
Minimum Lot Area	1 acre for Hotels	1/2 acre	20,000 SF (CN, CR); 5,000 SF (CG)	10,000 SF (C3)	None	Hotels with Restaurant and/or Conference Space: none. Hotels without Amenities: 1 acre minimum	None	20,000 SF
Lot Dimensions	100' x 150'	None - but must be located on arterial or major collector	30' (min. street frontage)	100' (min. street frontage)	None	None	None	150' frontage requirement
Building Height Limit	35' within 100' of boundary with R-1 or R-2 zone; 45' within 100' of boundary with R-3 zone	35' within 100' of boundary with R-1 or R-2 zone; 50' within 100' of boundary with R-3 zone/R-4	2 stories and 30' in CN, CG; No limit in CR	200' east of Sepulveda; 45' west of Sepulveda; 40' if abutting residential	District I: 50' and 3 stories; District II: 65' and 4 stories; District III: 90' and 6 stories; District IV: 35'	None, but over 4 stories requires CUP	30' C2; 35' C3	75'
Building Intensity	0.50 FAR	2.0 FAR		0.8 FAR; 1.0 in C3 zone with additional FAR east of Sepulveda with approved Transfer Development Rights plan	None	2.5 FAR	None	None
Lot Coverage Limit	None	None		None	40% of total lot area and an additional 5% permitted for 2nd floor	None	None	65%
Setbacks	20' front setback; 20% of parking area landscaped; 10' landscaped side setback; 10' landscaped rear setback	10' front setback for all hotels; 5' side setback for all type of development; 10' landscaped if on street; 5% of parking area to be landscaped		25' front; 15' side; 25' side (street); up to 10' side/rear if adjacent to other zone; 15' rear; 25' rear (street)	Front, side (street and interior): None; Interior adjacent to residential: 5' min. and ave. 8' for bldgs and struts up to 28'; 7' min. and ave. 10' for bldgs/struts 28' and up to 35'; 1' min. for every 2' of height for entire bldg., if building is over 35'	None	0' front; 8' side/rear C3 (add'l 2' for each add'l story that abuts residential); 5' side/rear C2	15 ft in front. 5ft in back, if abutting alleyway. (increase by 2ft for every story above 2 stories); 20 feet from building to any R or P zone _ 2 feet for every story above first 2
Parking	1:1, plus 1 space for every 6 rooms for employee parking, plus parking for additional uses, plus parking demand study	0.85 per room	1 per room + 2 spaces per resident manager's unit	1 space for each of the first 100 rooms; 3/4 space for each of the next 100 rooms; and 1/2 space for each room above 200 rooms, or sleeping units	0.8 space per each habitable room	Hotels with Restaurant and/or Conference Space: 1:1 first 100 rooms. ¾ space for each of the next 50 rooms; ½ space for each room above one hundred fifty rooms. Hotels w/o amenities = 1:1	1 space for each of the first 50 units; 1 space per 1½ units after 50 units; and 1 space per 2 units after 100 units (Restaurants, banquet rooms, conference rooms, etc. shall provide parking as computed separately)	102 for the first 100 rooms + 50% spaces for above 100 rooms.
Standard Parking Stall	9' x 18'	9' x 18'	8 1/2' x 18'	8.5' x 18'	8.5' x 18'	9' x 18'	8.5' x 18'	8' x 18'
Compact Parking Stall	8' x 17' for 25%	8' x 17' for 25%	8' x 15' (33%)	8.5' x 15' (up to 20%)		8' x 15'	7.5' x 15' (up to 30%)	8'x 16' (up to 30% of parking requirement)
Parking Aisle	26' - but proposed amendment to 25' for everything	25'	26'	25'	24'	26'	25' (20' compact)	24' for standard stalls and 22' for compact stalls
Landscaping	20% of all paved area	10' front yard, 5' side yard		5% of vehicular use area	Not less than 5% of interior parking lot	None	None	25 SF per guestroom for a maximum of 2,500 SF
Kitchenettes	Maximum 20% of units	Maximum 20% of units		Allowed		Allowed	Determined by decision-making body for lots >20,000 SF	Not allowed
Feasibility Studies	Yes	No		None required		Yes	None required	None required
Conditional Use Permit Required	Yes	Not as drafted	Yes	Yes in Corporate Office zone; No in C3 & MU-N&S	No	Yes	No	No
Other Considerations	Parking demand study; proposed to amend to only be required if applicant wishes to reduce below set parking	Require only if applicant wishes to reduce below set parking						Number of rooms set by zone; landscaped outdoor amenity space of 25 sf per room (to 2,500 sf); 400 sf lobby; 320 sf per guestroom

EXHIBIT D

HOTEL COMPARISON OF OTHER CITIES (FULL VERSION)

Zone Requirements for Hotel Development	Lomita (C-R, H)	Manhattan Beach (CC, CG, CD)	Redondo Beach (Commercial zones, except C-1)	Torrance (C2, C3, C5)	County of LA (C3)
Minimum Lot Area	3 acres	10,000 SF (CC), 5,000 SF (CG), 2,700 SF (CD)	None	None	None
Lot Dimensions	500' street frontage or 360' on corner lot	100' (CC), 50' (CG), 30' (CD)	None	100' (min. street frontage)	None
Building Height Limit		30' (CC, CG)	30' (C-3 zone)	Building Code	13x buildable area
Building Intensity		1.5 FAR	0.7 for C-3 zone (0.35 to 1.0 FAR for other commercial zones)	None	None
Lot Coverage Limit		None	None	None	90%
Setbacks	10' from right-of way + 5' for each additional floor over one 5' side setback; 25' from building R use/zone + 5' for each additional floor	None	5' front; 10' side (street); 20' side (full length of lot, but PC may modify); 0' rear unless residential abutting, then 20' (PC may modify)	Determined by PC	Front: average of adjoining lots; Side: 10% of average width; Rear: 20% of average depth, but not less than 10'
Parking		1.1 per room plus 1 per 50 SF	1 space for each room w/o kitchen, and 1½ spaces for each room with kitchen; plus 1 space per each 100 SF of banquet, assembly, meeting or restaurant seating area. (The decision-making body may require less based on certain factors)	1.25 parking spaces per room, plus 10 spaces for each 1,000 SF of ancillary service areas (Approval authority may reduce base criteria depending on size, range of services, and location)	1 space per 2 guest room and 1 space per suite of guestrooms
Standard Parking Stall		8.5' x 18'	8.5' x 19'	8.5' x 19'	8.5' x 18'
Compact Parking Stall		8' x 15'	8' x 15' (up to 20%)	7.5' x 15' (up to 10%)	8' x 15'
Parking Aisle		24'	25'	24'	26' (23' compact)
Landscaping	10' from right-of way + 5' for each additional floor over one; 5' for side street setback	12% (CC); 8% (CG)	1 shade tree per every 6 spaces in parking lot	20% of total lot area	10 of lot area
Kitchenettes			Allowed (no more than 50%)	Determined by PC	Determined by PC
Feasibility Studies			None required	Yes	None required
Conditional Use Permit Required	Yes in C-R; No in H zone (site plan review only)	Yes	Yes	Yes	Yes
Other Considerations	Minimum 100 rooms; Full-service restaurant for 100; meeting rooms for 200			Affiliation with recognized organization; parking demand study	



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 14.A
Section: DEPARTMENTAL
ITEMS - POLICE
Meeting Date: March 23, 2021

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

AGENDA TITLE: EXECUTION OF ONE-YEAR AGREEMENT WITH JL GROUP, LLC FOR BACKGROUND INVESTIGATION SERVICES NOT TO EXCEED \$77,000

COUNCIL ACTION REQUIRED:

Staff Recommendation: Authorize and execute contract

RECOMMENDATION AND STAFF SUMMARY:

On February 13, 2021, the Police Department's contract with MA-5 Investigations for pre-employment backgrounds and polygraphs expired. As such, the City released a Request for Proposals (RFP) on December 17, 2020 to acquire a new contract for background investigation services related to both sworn and civilian applicants. The minimum requirements of the RFP were that the selected Contractor shall have a minimum of three years' experience, shall possess a valid California Bureau of Security and Investigative Services (BSIS) license and be Peace Officer Standards and Training (POST) certified. The RFP also stated that it was the preference of the City that all personnel who perform under this Contractor are licensed private investigators.

The RFP was made available via Planet Bids, the City's website, in the City Clerk's Office, and noticed in the Gardena Valley News. Additionally, any entity who holds a City of Gardena business license for investigative services was personally called by the Contract Administrator to be informed about the release of this RFP. The City received seven proposals.

JL Group LLC, with over 70 years combined experience in law enforcement and private investigation, was determined to be the lowest responsible bidder. All the individuals who will work on this contract are licensed private investigators. The investigators have worked with agencies such as Huntington Beach Police Department, Carlsbad Police Department, and the City of Torrance City Attorney's Office, to name a few. The agreement is a one-year contract and may be extended by two additional one-year periods.

FINANCIAL IMPACT/COST:

This one-year contract with JL Group, LLC will be funded by contractual services and shall not exceed \$77,000.

ATTACHMENTS:

[Staff Report](#)

Contract
Request for Proposals (RFP)
JL Group RFP Response
JL Group Best & Final Offer Pricing

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 ***City Council Meeting***

Agenda Item No.: 14.A

Department: POLICE

Meeting Date: March 23, 2021

AGENDA STAFF REPORT

AGENDA TITLE: EXECUTION OF ONE-YEAR AGREEMENT WITH JL GROUP, LLC FOR BACKGROUND INVESTIGATION SERVICES NOT TO EXCEED \$77,000.

RECOMMENDATION:

Staff respectfully recommends that Council authorize and execute contract with JL Group, LLC.

BACKGROUND:

On February 13, 2021, the Police Department's contract with MA-5 Investigations for pre-employment backgrounds and polygraphs expired. As such, the City released a Request for Proposals (RFP) on December 17, 2020 to acquire a new contract for background investigation services related to both sworn and civilian applicants. The minimum requirements of the RFP were that the selected Contractor shall have a minimum of three years' experience, shall possess a valid California Bureau of Security and Investigative Services (BSIS) license and be Peace Officer Standards and Training (POST) certified. The RFP also stated that it was the preference of the City that all personnel who perform under this Contractor are licensed private investigators.

The RFP was made available via Planet Bids, the City's website, in the City Clerk's Office, and noticed in the Gardena Valley News. Additionally, any entity who holds a City of Gardena business license related to investigative services was personally called by the Contract Administrator to be informed about the release of this RFP. The City received proposals from seven companies:

Company	Annual Cost Estimate	Sworn (Estimate 25 per year)	Civilian (Estimate 30 per year)	Initial Screen (Estimate 15 per year)	Pricing Commitment
Prestigious Investigative Services	\$66,950.00	\$1,400.00	\$1,000.00	\$65/hour, estimating 2 hours = \$130	til end of contract
JL Group	\$69,000.00	\$1,320.00	\$1,080.00	\$60/hr, estimating 4 hours = \$240	til Jan 2024
North American Security & Investigations	\$81,850.00	\$1,550.00	\$1,350.00	\$150.00	til 7/26/21
Norman A. Traub & Associates	\$94,000.00	\$1,700.00	\$1,400.00	\$70/hr	til 1/31/2022
Oracle Investigations Group	\$97,800 estimate	\$1,620.00	\$1,440.00	\$80/hr	til end of contract
Lawles Enterprises, Inc.	\$105,125.00	\$2,000.00	\$1,800.00	\$75.00	til 1/27/22
Sintra Group, Inc.	\$130,000 estimate	\$75/hr + expenses; estimate \$2100-2625	\$75/hr + expenses; estimate \$1500-1875	\$75/hr + expenses; estimate \$375	til 1/28/24

Table 1

On February 9, 2021, the proposal Evaluation Committee held Zoom interviews with the two lowest cost bidders based on the Annual Cost Estimate, JL Group, LLC and Prestigious Investigative Services. During these interviews, the companies were asked the same questions related to their experience, process, timeline, and turnaround time for background applicants. Below, in Table 2, are some of the highlights from the interviews with each company.

	JL Group, LLC	Prestigious Investigative Services
Background Turnaround Time Commitment	4-6 weeks	6-8 weeks
City's Preference to have only licensed private investigators service this contract	Yes	Non-licensed and licensed staff work on the contract, and then a licensed private investigator signs off, as allowed by state law.
Complete Handover	JL Group committed to allowing the City to provide an applicant's name and phone number, and then handling all aspects of the background, including but not limited to walking applicants through the completion of the Personal History Statement (PHS) and Pre-Investigative Questionnaire (PIQ), at no additional cost.	Prestigious Investigative Services wants the City to provide it with the completed PHS and PIQ, thereby requiring Police Department (PD) staff to be available to spend a potentially large amount of time with applicants getting them through that initial part of the process. PD does not have the staff available to allocate to that.
Experience	JL Group, founded in 2006, has extensive experience in background investigations and administrative investigations. Their investigators hold contracts with Huntington Beach PD and Carlsbad PD, for example.	Prestigious Investigative Services, founded in 2011, has experience with background investigations, but based on the conversation, appears to have greater experience with non-sworn investigations rather than sworn investigations for municipal law enforcement agencies.
Hourly Rate	\$60/hour	\$65/hour

Table 2

JL Group, with over 70 years combined experience in law enforcement, administrative investigations and private investigation, was determined by the Evaluation Committee to be the lowest responsible bidder. All the individuals who will work on this contract are licensed private investigators. The investigators have worked with agencies such as Huntington Beach Police Department, Carlsbad Police Department, and the City of Torrance City Attorney's Office, to name a few.

Based on the Annual Cost Estimate in Table 1, it appears that JL Group, LLC is more expensive, but the Annual Cost Estimate does not reflect how JL Group's pricing has the lowest flat-rate price for completion of sworn backgrounds and the lowest hourly rate. If it is immediately determined that an applicant would not meet the standards of the Gardena Police Department and disqualifying information is discovered, JL Group's hourly rate of \$60 per hour is therefore applied. The amount of time it takes to disqualify in these circumstances cannot be determined in advance and is specific to each case.

The RFP required Contractors to submit pricing based on a flat not to exceed price on sworn and civilian backgrounds. Those costs are reflected in Table 1, in which JL Group estimates 22 hours per sworn background and 18 hours per civilian background. If the background investigation takes more time those estimates, the City's cost will not exceed those listed in Table 1 for sworn and civilian backgrounds.

Moreover, JL Group is supportive of the Police Department providing an applicant's contact information to them so that their investigators can assist the applicants as they complete their POST personal history statement and pre-investigative questionnaire. As a result of JL Group taking an applicant's name and number to begin the process, the Police Department will not be required to allocate resources to this process which can be extremely time and labor intensive.

Therefore, JL Group, LLC has been determined to be the lowest responsible bidder to meet the needs of the Police Department.

The agreement is a one-year contract and may be extended by two additional one-year periods.

FINANCIAL ANALYSIS

The previous contract with MA-5 Investigations was not to exceed \$65,000 per year. MA-5 Investigation's hourly rate was \$50 per hour. In FY 2018-19, the Police Department was invoiced for \$42,262.20; \$41,962.50 in FY 2019-20; and \$19,475 in FY 2020-21 (to date) for background services.

This one-year contract with JL Group, LLC will be funded by contractual services and shall not exceed \$77,000. The City will only be invoiced for the backgrounds requested; there is

no expectation by JL Group, LLC for a minimum amount of background investigations they will be asked to perform per year. JL Group's hourly rate is \$60 per hour and reasonably increased compared to MA-5 Investigations seeing as JL Group will only have licensed private investigators service this contract, as compared to MA-5 Investigations which did not exclusively use licensed private investigators.

This contract encompasses the services provided by JL Group as described in their pricing of sworn and civilian backgrounds, and mileage within Los Angeles, Orange, San Bernardino, Riverside, and San Diego Counties. The mileage starting point will be Gardena City Hall and will be expensed at the federal mileage rate. Any travel and expenses outside of these counties will be pre-approved by the Police Department.

IN CONCLUSION, Staff respectfully recommends that Council authorize and approve the contract with JL Group, LLC for background investigation services.

Submitted by:


Mike Saffell, Chief of Police

Date:

3/11/21

Attachments:

1. *Request for Proposals*
2. *Contract*
3. *JL Group, LLC Proposal*

**AGREEMENT
BETWEEN
THE CITY OF GARDENA
AND
JL GROUP, LLC**

This contract, hereinafter referred to as Agreement, is entered into this 23rd day of March, 2021 ("Effective Date"), by and between the **City of Gardena**, a municipal corporation ("City") and **JL Group, LLC**, a California Limited Liability Corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
 - A. Whereas, City requires the services of a professional to provide Background Investigation; and
 - B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to provide these services; and
 - C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement.
 - D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

2. **SERVICES.** Consultant agrees to provide the professional services described in the City's Request for Proposals (RFP) and any associated addendum, attached hereto as **Exhibit "A"** and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as **Exhibit "B"**, both incorporated herein by this reference ("Services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
3. **ADDITIONAL SERVICES.** If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional

Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as **Exhibit B**. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
5. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
8. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the Police Chief or his designee. Police Chief or his designee shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Police Chief or his designee. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of Police Chief or his designee. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Police Chief or his designee determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 10 below.

9. COMPENSATION. Consultant shall be compensated as follows:

- A. Amount. Compensation for the Services shall be billed as set forth in Attachment B, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within sixty calendar days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

10. TERM AND TERMINATION. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on March 9, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional one [1] year periods upon mutual written agreement of both parties.

- A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.
- B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.
- C. Unless for cause, Consultant may not terminate this Agreement. If Consultant is terminating this Agreement for cause, it must provide the City with thirty (30) days written notice.

- D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

11. INSURANCE REQUIREMENTS.

- A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.
- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93, 11/85, or equivalent with no special limitations affecting City. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.
 2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 10/13, including Symbol 1 (any

auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
4. Professional Errors & Omissions – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. 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 City.
5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
 - a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
 - b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."

- d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
 - e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. Deductibles. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
- F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

12. INDEMNIFICATION. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

15. USE OF MATERIALS.

- A. City shall make available to Contractor such materials from its files as may be required by Contractor to perform Services under this Agreement. Such materials shall remain the property of City while in Contractor's possession. Upon termination of this Agreement and payment of outstanding invoices of Contractor, or completion of work under this Agreement, Contractor shall

return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Contractor in the course of performance of this Agreement.

- B. City may utilize any material prepared or work performed by Contractor pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Contractor. Contractor shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Contractor accepts such responsibility in writing.

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

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

18. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain as to City a wholly independent contractor and shall not obtain rights to any benefits which accrue to City employees. Neither City nor its officers, employees or agents shall have control over the conduct of Consultant or any of its officers, employees or agents, except as expressly set forth herein. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City.

19. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and

subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

20. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
21. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
22. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.
23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
25. **ASSIGNMENT.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

26. CHANGE IN NAME, OWNERSHIP OR CONTROL. Consultant shall notify the City, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

27. NOTICES. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
1718 West 162nd Street
Gardena, California 90247
Attn: Mike Saffell
Title: Chief of Police
Email: chief@gardenapd.org
Telephone: (310) 217-9601

To Consultant: JL Group, LLC
30025 Alicia Parkway #327
Laguna Niguel, CA 92677
Attn: Jeffrey B. Love
Email: lovejb@gmail.com
Telephone: (949) 282-8181

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

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

28. LEGAL REQUIREMENTS. Contractor shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

29. FAMILIARITY WITH WORK. By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

30. **GUARANTEE AND WARRANTY.** Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re- perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.
31. **PUBLIC RECORDS ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
32. **RECORDS/AUDIT.**
- A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:
 - 1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds.
 - 2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.
 - 3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
 - B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.
 - C. Upon reasonable notice from City or any other governmental agency,

Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

33. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
34. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.
35. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
36. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
37. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.
38. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.
39. **SEVERABILITY.** If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.
40. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.
41. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be

construed together and shall constitute one agreement.

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

"City"
City of Gardena

By: _____
Tasha Cerda, Mayor

"Consultant"
JL Group, LLC

By:  _____
Jeffrey B. Love, Principal

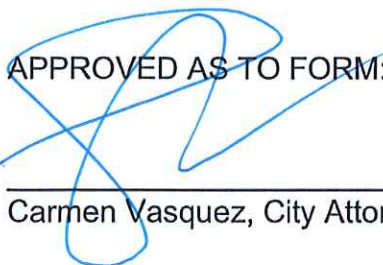
Date: _____

Date: 3/8/2021

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

 _____
Carmen Vasquez, City Attorney



REQUEST FOR PROPOSALS

for

BACKGROUND INVESTIGATION SERVICES

RFP Release Date:

December 17, 2020

RFP Submission Deadline:

12:00 PM on January 28, 2021

1. Invitation

The City of Gardena (hereinafter referred to as “City”) Police Department performs background checks as part of the City’s pre-employment process for both sworn and civilian employees. Once a candidate is selected for hire, a background check is processed. This could include inquiries into one’s criminal, employment, and credit history.

The City’s purpose of this Request for Proposals (hereinafter referred to as “RFP”) is to enter into a contract for Background Investigation Services for pre-employment background checks.

2. Scope of Work

The following list summarizes the information typically obtained for all candidates through the City’s pre-employment background investigation. Additional information may be required for individuals at higher levels.

- Local, state and federal criminal record search
- Employment verification for current and previous employers
- Social security number trace
- Education verification
- Credit report
- Reference interviews
- Follow-up of polygraph results

3. Contractor Minimum Requirements

Contractor shall have a minimum of three (3) years documented experience in providing the services that are the subject of this RFP. Contractor shall possess a valid California Bureau of Security and Investigative Services (BSIS) license to be a private investigator and be California POST certified. It is preferred that all personnel who perform background investigations on this contract under the Contractor are licensed private investigators.

4. Licensing

Contractor shall be authorized to do business in the state of California and comply with all pertinent state and federal requirements, laws, orders, ordinances, codes and regulations. Contractor shall also obtain a City of Gardena business license prior to entering into any contract with City. Such business license shall be maintained throughout the entire period of this contract.

5. Information/Product

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Contractor in connection with the performance of its obligations under this contract, shall be the sole and exclusive property of City. Contractor shall retain in its files sufficiently detailed working papers relevant to its engagement with City. Contractor further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of City.

6. Confidentiality

Contractor must agree to keep confidential any and all information concerning the plans, operations or activities of City which may be divulged by City or ascertained by Contractor in the course of performing services under any contract with City. In the event Contractor is required to disclose confidential information pursuant to a subpoena, order of a court, or other legal process, Contractor shall, upon notice of such required disclosure and prior to disclosure, immediately notify City and allow City the opportunity to inspect the information subject to disclosure, and in the event such disclosure is objectionable under any standard or rule of the court, Contractor shall exhaust all legal means to prevent disclosure.

7. Terms

The contract between City and the successful Contractor will have an initial term of one (1) year. The contract will be eligible for annual renewal for up to an additional two (2) years, thereby resulting in a potential up to three (3) year contract.

The City reserves the right to reject any and all proposals. City reserves the right to enter into negotiation with more than one Contractor simultaneously and negotiate the best contract terms to benefit the City. City intends to ultimately contract with one vendor to provide Background Investigation Services and all aspects of this contract. All potential Contractors are solely responsible for any and all costs incurred as a result of Contractor's response to this RFP and participation in the RFP process.

8. City Point of Contact

Any explanation desired by a potential vendor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing via email to the procurement contact, Elizabeth Hernandez, no later than 12:00 PM Pacific Time on December 31, 2020. Ms. Hernandez is the only individual who may be contacted regarding the RFP and all inquiries should be sent to

ehernandez@cityofgardena.org. Responses to the questions will be posted as an Addendum to the RFP by January 12, 2021 on the City's RFP website and Planet Bids.

From the date the RFP is issued until a contract is executed, communication regarding this project between potential vendors and individuals employed by the City is prohibited. Only written communication with the procurement contact, as listed in this Request for Proposal, is permitted.

Once a determination is announced regarding the selection of a vendor, the Vendor will be permitted to speak with person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a vendor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Contacts made pursuant to any pre-existing contracts or obligations; and
- Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City.

9. Schedule of Events

Below is the City's best estimate of a schedule of events related to this RFP and procurement. These dates are subject to change at the discretion of the City. By submitting a proposal for this contract, vendor is agreeing to be available during the "Interview" time period.

ACTIVITY	DATE/TIME
Release Request for Proposal	December 17, 2020
Deadline to submit written questions	12:00PM on December 31, 2020
Addendum Response to written questions posted on website	January 12, 2021 by 5:00PM
Deadline for submitting proposal	12:00PM on January 28, 2021 via Planet Bids
Interviews	February 1 – 14, 2021
Committee Evaluations	February 15 – 19, 2021
Final Contract Review with Proposed Vendor	February 22 – 26, 2021
Tentative contract award date	March 9, 2021

10. References

The City reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts in Attachment G, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

11. Financial Capacity

Potential Vendors proposal shall contain the vendor's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer. Financial Capacity information shall be identified as Attachment I.

12. Addendums

If any addendum is issued for this RFP, it will be posted on the City's website as an Addendum at www.cityofgardena.org and on Planet Bids. The City reserves the right to cancel or amend the RFP at any time.

13. Applicable Law

The laws of the State of California shall govern, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located in the State of California, regardless of the place of business, residence or incorporation of the Vendor.

14. Proposal Submission and Process

Proposals shall be submitted via Planet Bids. No other submission methods will be accepted.

The proposal response and certification items, referred to as Attachments A through K of this RFP, shall be completed and submitted by the Potential Contractor. Failure to include any item or to adequately address any topic may result in disqualification. The cost of preparing and submitting a proposal as well as the cost of travel or any other costs associated with the interview and/or negotiations is the responsibility of the Potential Contractor and shall not be chargeable in any matter to the City. All proposal responses shall fully comply with all conditions and requirements contained in the RFP.

Conditional bids, or those which take exception to the requirements of this RFP, may be considered non-responsive and rejected. Any modification of the response which is inconsistent with or in addition to all the terms and conditions herein set forth shall be void and of no effect unless and to the extent expressly accepted by the City in writing. Proposals shall be submitted upon the response forms and in the manner prescribed in this document. The City reserves the right to refuse to consider any proposal not tendered on proposal forms furnished by the City, to waive minor discrepancies, or to reject proposals because of minor discrepancies as it sees fit.

15. Evaluation

Evaluation of Contractors shall be based upon a combination of factors, which include but are not limited to, evaluation of the proposal response forms, reference checks, cost, and an interview.

16. Withdrawal of Proposal

Potential Contractors may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the City's RFP Point of Contact in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 180 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The Potential Vendor's offer will expire after 180 calendar days. If a Potential Vendor intended for award withdraws their proposal, that Potential Vendor may be deemed non-responsible if responding to future solicitations.

PROPOSAL RESPONSE FORMS (DELIVERABLES)

All pages of the bidder's proposal must be numbered consecutively; starting with the Attachment letter, followed by the page number.

All sections (A-K) of the bid packet must be clearly identified on the documents as follows:

ATTACHMENT	DESCRIPTION
A.	TRANSMITTAL LETTER (No form supplied with RFP) The Transmittal Letter is an opportunity for Contractor to tell City about itself and all deliverables associated with response to this RFP. The Transmittal Letter shall list all personnel that would provide service on this contract. The Transmittal Letter should also address if the Contractor intends to use any Subcontractors to execute any aspect of this contract.
B.	REPRESENTATIONS AND CERTIFICATIONS FORM
C.	BID PROPOSAL AND CONTRACTOR'S CERTIFICATION
D.	NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR
E.	CERTIFICATION OF DRUG-FREE WORKPLACE
F.	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
G.	LIST OF REFERENCES
H.	ADDENDUM ACKNOWLEDGEMENT-SIGNATURE PAGE
I.	FINANCIAL CAPACITY (No form supplied in RFP)
J.	CERTIFICATE OF INSURANCE (No form supplied in RFP)
K.	SAMPLE CONTRACT

**TRANSMITTAL LETTER TO BE PREPARED ON CONTRACTOR'S
LETTERHEAD
LABEL as ATTACHMENT A
(No Form Provided)**

**BACKGROUND INVESTIGATION SERVICES
REPRESENTATIONS AND CERTIFICATIONS FORM**

The undersigned submits the attached RFP Response Forms in compliance with the RFP for BACKGROUND INVESTIGATION SERVICES.

The RFP Response Forms include Attachments A-K as herein specified. It is understood that any additional information, if any, included in the RFP Response Forms may not necessarily be considered in the evaluation of the vendor's qualifications by the City.

The undersigned offers to perform all duties and obligations required of Contractor as specified by the provisions of the RFP for BACKGROUND INVESTIGATION SERVICES at the rates and for the consideration herein.

NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS IN THIS AREA: _____

DBA: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

E-MAIL: _____

CONTACT PERSON: _____

OWNERSHIP INFORMATION. List the full name of each owner who possesses at least a ten percent interest in the business. If the owner is a general business, each owner shall be listed; if the owner is a corporation, each stockholder holding more than ten percent of the corporation shall be listed; and if the owner is a partnership, each partner, excluding limited partners, shall be listed.

I represent and certify that I have read and understand the information presented in the RFP documents contained in the Background Investigation Services Request for Proposals, and that it is true and correct to the best of my knowledge and belief and that I am authorized to execute this Representation and Certification.

Signed _____

Firm _____

Name _____
(Print or type)

Title _____

Date _____

Note to Bidder:

ATTACH COPY OF CORPORATE RESOLUTION OR OTHER DOCUMENT ESTABLISHING THAT THE PERSON MAKING THE REPRESENTATION AND CERTIFICATION ABOVE IS AUTHORIZED TO DO SO. THE DOCUMENT MUST BE LABELLED "ATTACHMENT B", Page 3.

**BACKGROUND INVESTIGATION SERVICES
PROPOSAL AND CONTRACTOR'S CERTIFICATION FORM**

NAME OF COMPANY SUBMITTING PROPOSAL _____

Description	Unit	Estimated Annual Qty	Unit Price
National and Multi-Statewide criminal database check, employment history, credit history, etc.			
Sworn employee	Each	25	
Civilian employee	Each	30	
Initial screening	Each	15	
TOTAL:			

*Contractor must submit City's Form but may also submit Contractor's own cost form, if necessary, as part of Attachment C

I hereby certify that the fees listed on this proposal form constitutes my Proposal for furnishing the required services necessary to provide City BACKGROUND INVESTIGATION SERVICES and that the prices proposed above will remain in effect from January 28, 2021 through _____ .

Note: Failure to respond with a specific date will be considered non-responsive.

Signature of Authorized Representative/Official

Date

Printed Name and Title

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

State of _____ County of _____

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of _____,
(Owner, partner, officer, representative, or agent)

the Contractor that has submitted the attached Proposal.
- 2) He is fully informed respecting the preparation and contents of the attached RFP and all pertinent circumstances respecting such Proposal;
- 3) Such Proposal is genuine and is not a collusive or sham Proposal;
- 4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Proposal or of any other Contractor or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardena (OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me this ____ day of _____, 20__

Signature of Authorized Official

Title of Authorized Official

My Commission expires on _____

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
CERTIFICATION OF DRUG-FREE WORKPLACE**

I, _____, hereby certify on behalf of
(Name of Authorized Official)

_____ that:
(Name of Company)

The Contractor named above, and all Sub-Contractors working on this Contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor and all Sub-Contractors will, therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The firm's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this Contract.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed Contract:

1. Will receive a copy of the firm's drug-free policy statement; and
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the Contract.

CERTIFICATION:

I, _____, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this Contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20____

By _____
(Signature of Authorized Official)

(Title of Authorized Official)

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Contractor hereby certifies compliance with all applicable equal employment opportunity laws and regulations, as applicable.

1. In implementing the project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor shall be responsible for requiring that all subcontractors of the project comply with this provision, except subcontracts for standard commercial supplies of new materials.

Date

Company

By:

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

LIST OF REFERENCES

NAME OF COMPANY SUBMITTING BID _____

Please submit the following information in reference to similar experience as specified in the RFP.
If available, please specify other local municipalities for which you have provided service.

NAME OF BUSINESS _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NUMBER: (____) _____

DATES OF CONTRACTED SERVICE: _____

NAME OF BUSINESS: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NUMBER: (____) _____

DATES OF CONTRACTED SERVICE: _____

NAME OF BUSINESS: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NUMBER: (____) _____

DATES OF CONTRACTED SERVICE: _____

NAME OF BUSINESS: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NUMBER: (____) _____

DATES OF CONTRACTED SERVICE: _____

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
ADDENDUM ACKNOWLEDGEMENT – SIGNATURE PAGE**

Addendum Acknowledgement – Signature Page

Contractor acknowledges receipt of the following addenda which are attached to the RFP:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to acknowledge the receipt of all addenda may cause the Proposal to be considered non-responsive to the Request for Proposals.

If Contractor is a corporation, state the legal name of the corporation and the name(s) of person(s) authorized to sign Proposals; if a partnership, state true name of firm and the names of all individual partners; if an individual, state name in full.

Date: _____, 20____

Company: _____

Signed: _____

Name: _____

Title: _____

Telephone: _____

Legal Address: _____

ATTACHMENTS I and J

ATTACHMENTS I and J TO BE PROVIDED BY CONTRACTOR

LABEL EACH ATTACHMENT

**SAMPLE AGREEMENT
AGREEMENT (DRAFT)
BETWEEN
THE CITY OF GARDENA
AND**

This contract, hereinafter referred to as Agreement, is entered into this ____ day of _____, 2020 (“Effective Date”), by and between the **City of Gardena**, a municipal corporation (“City”) and _____, a [state] [type of entity] (“Consultant”). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

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

- A. Whereas, City requires the services of a professional to provide Background Investigation; and
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to provide these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement.
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

2. **SERVICES.** Consultant agrees to provide the professional services described in the City’s Request for Proposals (RFP) and any associated addendum, attached hereto as **Exhibit “A”** and Consultant’s Response to City’s RFP (“Consultant’s Proposal”), attached hereto as **Exhibit “B”**, both incorporated herein by this reference (“Services”). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may

be required for providing the Services pursuant to this Agreement.

3. **ADDITIONAL SERVICES.** If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
4. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as **Exhibit B**. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
5. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
8. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the Police Chief or his designee. Police Chief or his designee shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Police Chief or his designee. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of Police Chief or his designee. All costs for such corrections shall be borne by Consultant and shall not increase

Consultant's fees due hereunder. Should the Police Chief or his designee determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 10 below.

9. COMPENSATION. Consultant shall be compensated as follows:

- A. Amount. Compensation for the Services shall be billed as set forth in Attachment B, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within sixty calendar days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

10. TERM AND TERMINATION. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional one [1] year periods upon mutual written agreement of both parties.]

- A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.
- B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

- C. Unless for cause, Consultant may not terminate this Agreement. If Consultant is terminating this Agreement for cause, it must provide the City with thirty (30) days written notice.
- D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

11. INSURANCE REQUIREMENTS.

- A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.
- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
 - 1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93, 11/85, or equivalent with no special limitations affecting City. The limit for all

coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 10/13, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
4. Professional Errors & Omissions – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. 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 City.
5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
 - a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
 - b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
 - d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
 - e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. Deductibles. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
- F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

12. INDEMNIFICATION. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

15. USE OF MATERIALS.

- A. City shall make available to Contractor such materials from its files as may be required by Contractor to perform Services under this Agreement. Such materials shall remain the property of City while in Contractor's possession. Upon termination of this Agreement and payment of outstanding invoices of Contractor, or completion of work under this Agreement, Contractor shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Contractor in the course of performance of this Agreement.
- B. City may utilize any material prepared or work performed by Contractor pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Contractor. Contractor shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Contractor accepts such responsibility in writing.

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

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

18. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain as to City a wholly independent contractor and shall not obtain rights to any benefits which accrue to City employees. Neither City nor its officers, employees or agents shall have control over the conduct of Consultant or any of its officers, employees or agents, except as expressly set forth herein. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City.

19. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits

on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

20. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
21. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
22. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.
23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes

beyond the control and without the fault or negligence of Consultant.

25. **ASSIGNMENT.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

26. **CHANGE IN NAME, OWNERSHIP OR CONTROL.** Consultant shall notify the City, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

27. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
 1718 West 162nd Street
 Gardena, California 90247
 Attn: Mike Saffell
 Title: Chief of Police
 Email: chief@gardenapd.org
 Telephone: (310) 217-9601

To Consultant: Name of Consultant
 Street Address or P.O. Box
 City, State Zip Code
 Attn: _____
 Email: _____
 Telephone: (____) _____

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

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

28. **LEGAL REQUIREMENTS.** Contractor shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

29. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants

that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

30. GUARANTEE AND WARRANTY. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re- perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

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

32. RECORDS/AUDIT.

- A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:
 - 1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds.
 - 2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.
 - 3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

- B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.
 - C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.
33. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
34. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.
35. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
36. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
37. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.
38. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.
39. **SEVERABILITY.** If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.
40. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court

of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

41. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

“City”
City of Gardena

“Consultant”
Name of Consultant or Consultant Company

By: _____
Name and title of individual

By: _____
Name and title of individual

Date: _____

Date: _____

By: _____
Name and title of individual

Date: _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney



JL GROUP, LLC
WORKPLACE SOLUTIONS

30025 ALICIA PARKWAY, #327
LAGUNA NIGUEL, CA 92677
TELEPHONE: (949) 282-8181
FACSIMILE: (626) 771-0044
E-MAIL: LOVEJB@GMAIL.COM

PRINCIPALS

JEFFREY B. LOVE, ESQ. P.C.*
* A PROFESSIONAL CORPORATION
JEFFRY JOHNSON, ESQ.

January 28, 2021

City of Gardena
Submitted electronically – via Planet Bids

Re: JL GROUP, LLC's Response to City of Gardena's Request for Proposals for
Background Investigation Service

On behalf of JL Group, LLC (JL Group), thank you for the opportunity to submit this proposal response to the City of Gardena's Request for Proposals for Background Investigative Services.

Experience and Qualifications of JL Group, LLC

JL Group is a California-based firm providing professional workplace consulting and investigative services to both public and private entities. With over 70 years of combined experience in law enforcement, private investigation and private law practice, JL Group has developed a team of highly-qualified former police executives and currently licensed attorneys, and private investigators, all with extensive experience in providing specialized employment services, including, but not limited to, conducting background investigations of sworn and non-sworn public safety personnel, employee misconduct investigations, hostile work environment investigations, risk management training and management consulting services.

JLGroup's clients include more than 60 California municipalities, law enforcement agencies, special districts, educational districts and private sector companies. Founded in 2006, the firm has engaged fully qualified and trained investigators certified and licensed by the State of California, with extensive experience in conducting background investigations for law enforcement agencies. Within the last five years, the firm has conducted more than 100 police and civilian employment background investigations for Police agencies.

At this time, JL Group is sufficiently staffed to perform sworn and civilian personnel background investigations, concurrently. The firm's investigators each possess a current State of California Private Investigator License (as specified in *California Business and Professions Code* §7521) and a valid California Class "C" or higher driver's license.

JL Group will comply with all applicable Federal, State and County policies, rules, regulations, laws and codes, including without limitation the *Federal Fair Credit Reporting Act* (15.U.S.C. §1681, *et seq.*) (FCRA) and the *California Investigative Consumer Reporting Agencies Act* (*California Civil Code* §1786, *et seq.*) (CCRA).

JL Group's Proposed Project Approach

On behalf of the City of Gardena, JL Group, will conduct comprehensive pre-employment background investigations of potential candidates for sworn and non-sworn entry level and lateral Public Safety positions with the Gardena Police Department.¹ The process and methodology to be undertaken by JLGROUP personnel in investigating the background of each candidate/applicant will include the following:

The JL Group investigator assigned to an applicant will conduct the background process from inception to conclusion so as to maintain continuity and to provide a single resource contact for all aspects of that applicant's history.

The JL Group investigator will make contact with applicant to answer questions and schedule an interview meeting with applicant and obtain required documents, including applicant's Peace Officer Standards and Training (P.O.S.T.) Personal History Statement and/or P.O.S.T. Background Consent Waiver documents.

Upon JL Group's receipt and review of a candidate's required documents, the background check process for that applicant will commence. Once that process is completed, JL Group personnel will prepare and provide a detailed narrative-based summary of all findings and reports of that applicant's background and eligibility in accordance with the City of Gardena's hiring standards.

A summary report of findings for each applicant investigated by the JL Group, shall at least address the following areas:

- 1) Review of candidate's P.O.S.T. Personal History Statement.

¹ Each pre-employment background investigation shall be conducted consistent with the guidelines set forth in *California Government Code* §1031; *California Penal Code* §13510(c); Peace Officer Standards and Training (P.O.S.T.) Regulation 1953 for Sworn Police Officers; Peace Officer Standards and Training (P.O.S.T.) Regulation 1959 for Police Dispatchers; and *California Civil Code* §§ 1786, *et seq.*

- 2) Provide a current photograph of the applicant.
- 3) Personal Information – Verify applicant's name, date of birth and proof of citizenship status via official government documentation, including confirmation of applicant's Social Security Number, with results of trace and address locator verification determining all addresses and any name variations used by applicant (including maiden, divorced or previous names) associated with that Social Security Number.
- 4) Marital Status – Verify past and current marital status.
- 5) Employment History – Verify applicant's past employment, current employment and employment status, including documentation of any termination, discipline, tardiness and whether the applicant is eligible for rehire.²
- 6) Professional and Professional References – Verify and contact applicant's professional and personal references either by telephone or in person.
- 7) Education Background – Verify applicant's educational background to confirm that applicant has either graduated from an accredited high school, or has passed the General Education Development (GED) Test, or has passed the California High School Equivalency Examination. Copies of transcripts and diplomas from colleges and universities to be included.
- 8) Military Background – Where applicable, verify applicant's Selective Service registrations, and if applicant indicates prior military service, verify dates of service, branch of military, rank and discharge status. Verify service via long-form DD214 and attempt to gather information on commendation(s) or disciplinary action(s).
- 9) Financial Information – Verify applicant's monthly income and expenses. Conduct a full credit history check on applicant's credit status via Experian.
- 10) Driving Record – Provide applicant's motor vehicle driving history for all states in which applicant held an operator's/drivers' license, a copy of applicant's current driver's license and proof of motor vehicle insurance coverage.
- 11) Criminal History – Verify whether applicant has any felony and/or misdemeanor convictions.
- 12) Drug and/or Substance Use – Verify if applicant has history of drug/substance use.

² NOTE: Virtually all information (employer, etc.) will be validated by two or more sources. For example, if a supervisor provides a glowing reference, JL Group will contact another (possibly unlisted) supervisor or manager to confirm. In addition, verifications of other employment applications by the candidate will be conducted and reviewed, particularly with regard to any disqualifications by other agencies.

- 13) Family and Acquaintances – Conduct interviews of applicant's current and former roommates, spouses and dating/domestic partners.
- 14) Legal – Address any prior, current and/or pending criminal or civil litigations relating to the applicant (Federal, State and applicant's current County of residence).
- 15) Fingerprint Return – Address the results of the applicant's Department of Justice and Federal Bureau of Investigation fingerprint check for criminal history (as provided by City of Gardena Police Department).
- 16) Wants/Warrants Check – Conduct a check of wants/warrants information systems, including: County of Los Angeles CLETS system; National Crime Information Center (NCIC); Department of Justice search of the Child Abuse Central Index (as provided by City of Gardena Police Department).
- 17) Polygraph Examination Results – Provide a statement regarding the results of applicant's polygraph examination (review results only).
- 18) Social Networks/Media – Conduct social and traditional media searches of applicant's name.
- 19) Investigator Comments – Provide a summary of the applicant's background including any concerns or lack thereof, as well as the investigator's overall impression of the applicant.

JL Group Key Personnel – Background Investigations

- **Jeffrey B. Love, Esq. – Principal, JL Group, LLC**
Attorney at Law
- **George A. Vanecek – Primary Investigator & Project Manager/Background Investigations**
California Private Investigator's License PI-26161
- **John Capen – Secondary Investigator**
California Private Investigator License PI-28031
- **Craig Junginger – Secondary Investigator**
California Private Investigator License: PI 187823
- **James Kurkoske – Secondary Investigator**
California Private Investigator License: PI 188021

City of Gardena

JL GROUP, LLC – Response to City of Gardena RFP for Background Investigation Services

January 28, 2021

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We look forward to the possibility of working with the City in this endeavor. If you have any questions regarding this correspondence and/or the attachments, please contact the undersigned at (949) 282-8181 or lovejb@gmail.com.

By: 

Jeffrey B. Love, Esq.
Principal JL GROUP, LLC

**BACKGROUND INVESTIGATION SERVICES
REPRESENTATIONS AND CERTIFICATIONS FORM**

The undersigned submits the attached RFP Response Forms in compliance with the RFP for BACKGROUND INVESTIGATION SERVICES.

The RFP Response Forms include Attachments A-K as herein specified. It is understood that any additional information, if any, included in the RFP Response Forms may not necessarily be considered in the evaluation of the vendor's qualifications by the City.

The undersigned offers to perform all duties and obligations required of Contractor as specified by the provisions of the RFP for BACKGROUND INVESTIGATION SERVICES at the rates and for the consideration herein.

NAME OF BIDDER: JL GROUP, LLC

NUMBER OF YEARS IN BUSINESS IN THIS AREA: 15

DBA: n/a

MAILING ADDRESS: 30025 Alicia Parkway, #327
Laguna Niguel, CA 92677

TELEPHONE NUMBER: (949) 282-8181

FAX NUMBER: (626) 771-0044

E-MAIL: lovejb@gmail.com

CONTACT PERSON: Jeffrey B. Love, Esq.

OWNERSHIP INFORMATION. List the full name of each owner who possesses at least a ten percent interest in the business. If the owner is a general business, each owner shall be listed; if the owner is a corporation, each stockholder holding more than ten percent of the corporation shall be listed; and if the owner is a partnership, each partner, excluding limited partners, shall be listed.


Jeffrey B. Love, Esq. (Principal)

Jeffrey L. Johnson (Principal)

ATTACHMENT B

Page 2 of 2

I represent and certify that I have read and understand the information presented in the RFP documents contained in the Background Investigation Services Request for Proposals, and that it is true and correct to the best of my knowledge and belief and that I am authorized to execute this Representation and Certification.

Signed 
Firm JL GROUP, LLC
Name Jeffrey B. Love
(Print or type)
Title Principal
Date January 27, 2021

Note to Bidder:

ATTACH COPY OF CORPORATE RESOLUTION OR OTHER DOCUMENT ESTABLISHING THAT THE PERSON MAKING THE REPRESENTATION AND CERTIFICATION ABOVE IS AUTHORIZED TO DO SO. THE DOCUMENT MUST BE LABELLED "ATTACHMENT B", Page 3.

**BACKGROUND INVESTIGATION SERVICES
PROPOSAL AND CONTRACTOR'S CERTIFICATION FORM**

NAME OF COMPANY SUBMITTING PROPOSAL JL GROUP, LLC

Description	Unit	Estimated Annual Qty	Unit Price
National and Multi-Statewide criminal database check, employment history, credit history, etc.			
Sworn employee	Each	25	\$1,320.00
Civilian employee	Each	30	\$1,080.00
Initial screening	Each	15	\$ 480.00
TOTAL:			

*Contractor must submit City's Form but may also submit Contractor's own cost form, if necessary, as part of Attachment C

I hereby certify that the fees listed on this proposal form constitutes my Proposal for furnishing the required services necessary to provide City BACKGROUND INVESTIGATION SERVICES and that the prices proposed above will remain in effect from January 28, 2021 through January 28, 2024.

Note: Failure to respond with a specific date will be considered non-responsive.



Signature of Authorized Representative/Official

January 27, 2021

Date

Jeffrey B. Love, Principal

Printed Name and Title

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

State of California County of Orange

Jeffrey B. Love, being first duly sworn, deposes and says that:

- 1) He is Principal of JL GROUP, LLC,
(Owner, partner, officer, representative, or agent)

the Contractor that has submitted the attached Proposal.

- 2) He is fully informed respecting the preparation and contents of the attached RFP and all pertinent circumstances respecting such Proposal;
- 3) Such Proposal is genuine and is not a collusive or sham Proposal;
- 4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Proposal or of any other Contractor or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardena (OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me this 27th day of January, 2021



Signature of Authorized Official

Principal of JL GROUP, LLC

Title of Authorized Official

My Commission expires on n/a

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
CERTIFICATION OF DRUG-FREE WORKPLACE**

I, Jeffrey B. Love, hereby certify on behalf of
(Name of Authorized Official)

JL GROUP, LLC that:
(Name of Company)

The Contractor named above, and all Sub-Contractors working on this Contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor and all Sub-Contractors will, therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The firm's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this Contract.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed Contract:

1. Will receive a copy of the firm's drug-free policy statement; and
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the Contract.

CERTIFICATION:

I, Jeffrey B. Love, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this Contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this 27th day of January, 2021

By 
(Signature of Authorized Official)

Principal
(Title of Authorized Official)

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Contractor hereby certifies compliance with all applicable equal employment opportunity laws and regulations, as applicable.

1. In implementing the project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor shall be responsible for requiring that all subcontractors of the project comply with this provision, except subcontracts for standard commercial supplies of new materials.

January 27, 2021

Date

JL GROUP, LLC

Company

By:



Signature of Authorized Official

Jeffrey B. Love

Print Name of Authorized Official

Principal

Title of Authorized Official

LIST OF REFERENCES

NAME OF COMPANY SUBMITTING BID JL GROUP, LLC

Please submit the following information in reference to similar experience as specified in the RFP. If available, please specify other local municipalities for which you have provided service.

NAME OF BUSINESS Huntington Beach Police Department

STREET ADDRESS: 2000 Main Street

CITY: Huntington Beach STATE: CA ZIP CODE: 92648

CONTACT PERSON: Lisa Gallatin TITLE: Personnel Officer

TELEPHONE NUMBER: (714) 330-2798

DATES OF CONTRACTED SERVICE: 2012 - Present (under Primary Investigator George Vanecek)

NAME OF BUSINESS: Carlsbad Police Department

STREET ADDRESS: 2560 Orion Way

CITY: Carlsbad STATE: CA ZIP CODE: 92010

CONTACT PERSON: Paul Ho TITLE: Senor Program Manager,
Human Resources Dept.

TELEPHONE NUMBER: (760) 602-2442

DATES OF CONTRACTED SERVICE: 2011 - Present (under Primary Investigator George Vanecek)

NAME OF BUSINESS: City of San Marcos

STREET ADDRESS: 1 Civic Center Drive

CITY: San Marcos STATE: CA ZIP CODE: 92069

CONTACT PERSON: Janelle Laughlin TITLE: Senior Management Analyst

TELEPHONE NUMBER: (760) 744-1050, Ext. 3121

DATES OF CONTRACTED SERVICE: 2013 - Present (under Primary Investigator George Vanecek)

NAME OF BUSINESS: City of La Mesa

STREET ADDRESS: 8130 Allison Avenue

CITY: La Mesa STATE: CA ZIP CODE: 91942

CONTACT PERSON: Rida Freeman TITLE: Human Resources Risk Manager

TELEPHONE NUMBER: (619) 667-1179

DATES OF CONTRACTED SERVICE: 2015 - Present (under Principal Jeffry B. Love, Esq.)

LIST OF REFERENCES

NAME OF COMPANY SUBMITTING BID JL GROUP, LLC

Please submit the following information in reference to similar experience as specified in the RFP. If available, please specify other local municipalities for which you have provided service.

NAME OF BUSINESS District Attorney's Office, County of Ventura

STREET ADDRESS: 800 S. Victoria Ave., #314

CITY: Ventura STATE: CA ZIP CODE: 93009

CONTACT PERSON: Michael K. Frawley TITLE: Chief Deputy District Attorney

TELEPHONE NUMBER: (805) 654-2538

DATES OF CONTRACTED SERVICE: 2018 - Present (under Principal Jeffrey B. Love, Esq.)

NAME OF BUSINESS: City of Torrance - City Attorney's Office

STREET ADDRESS: 3031 Torrance Blvd.

CITY: Torrance STATE: CA ZIP CODE: 90503

CONTACT PERSON: Robert Weinmeister TITLE: Senior Human Resources Analyst

TELEPHONE NUMBER: (310) 618-5810

DATES OF CONTRACTED SERVICE: 2013 - Present (under Principal Jeffrey B. Love, Esq.)

NAME OF BUSINESS: Orange County Sanitation District

STREET ADDRESS: 10844 Ellis Ave.

CITY: Fountain Valley STATE: CA ZIP CODE: 92708

CONTACT PERSON: Andrew Nau TITLE: Human Resources Supervisor

TELEPHONE NUMBER: (714) 962-2411

DATES OF CONTRACTED SERVICE: 2015 - Present (Under Principal Jeffrey B. Love, Esq.)

NAME OF BUSINESS: City of Laguna Beach

STREET ADDRESS: 505 Forest Avenue

CITY: Laguna Beach STATE: CA ZIP CODE: 92651

CONTACT PERSON: Tiffany Bates TITLE: Human Resources/Risk Manager

TELEPHONE NUMBER: (949) 497-3311

DATES OF CONTRACTED SERVICE: 2020

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
ADDENDUM ACKNOWLEDGEMENT – SIGNATURE PAGE**

Addendum Acknowledgement – Signature Page

Contractor acknowledges receipt of the following addenda which are attached to the RFP:

Addendum No. 1 Date 12/31/2020

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to acknowledge the receipt of all addenda may cause the Proposal to be considered non-responsive to the Request for Proposals.

If Contractor is a corporation, state the legal name of the corporation and the name(s) of person(s) authorized to sign Proposals; if a partnership, state true name of firm and the names of all individual partners; if an individual, state name in full.

Principals authorized to sign on behalf of JL GROUP, LLC:

Jeffrey B. Love

Jeffrey L. Johnson

Date: January 27, 20 21

Company: JL GROUP, LLC

Signed: _____

Name: Jeffrey B. Love

Title: Principal

Telephone: (949) 282-1818

Legal Address: 30025 Alicia Parkway, #327

Laguna Niguel, CA 92677

JL GROUP, LLC

FINANCIAL CAPACITY STATEMENT

Due to the public nature of this document, at this time, JL GROUP, LLC declines to submit its financial information herewith. However, should JL GROUP, LLC be considered for and/or awarded the contract concerning this proposal, JL GROUP will submit the requested financial information through private and secure means.

The undersigned hereby declares that JL GROUP, LLC has the financial capacity to perform the work contemplated by the City of Gardena's RFP for Background Investigation Services as released on December 17, 2020 and Amendment No. 1 dated December 31, 2020.

The undersigned further declares that there are no current administrative proceedings, claims, lawsuits or other exposures pending against JL GROUP, LLC.

Dated: January 27, 2021



Jeffrey B. Love, Principal
JL GROUP, LLC



ATTACHMENT J

OP ID: MN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliance Mgt. & Insurance Serv 355 Via Vera Cruz #7 CA Agent/Broker Lic# 0737966 San Marcos, CA 92078 Michelle A. Nowell	CONTACT NAME: Michelle A Nowell PHONE (A/C, No, Ext): 760-471-7116 FAX (A/C, No): 760-471-9378 E-MAIL: mnowell@amiscorp.com ADDRESS: PRODUCER CUSTOMER ID #: JLGRO-1														
INSURED JL Group LLC	<table border="1"><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Acceptance Casualty Ins Comp</td><td>10349</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acceptance Casualty Ins Comp	10349	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CP00962747	12/20/2020	12/20/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CP00962747	12/20/2020	12/20/2021	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (PER ACCIDENT)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (PER ACCIDENT)	\$		\$		\$		
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (PER ACCIDENT)	\$																				
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A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			XL00451033	12/20/2020	12/20/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$		\$						
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AGGREGATE	\$ 1,000,000																				
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				<table border="1"><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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A	Cyber			CP00962747	12/20/2020	12/20/2021	<table border="1"><tr><td>Cyber</td><td>300,000</td></tr></table>	Cyber	300,000												
Cyber	300,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Automatic Status Included Where Required by Written
Contract. All Where Required by Written Contract.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Re: Financial Reports

Jeff Love <lovejb@gmail.com>

Tue 02/09/2021 1:44 PM

To: Elizabeth Hernandez <EHernandez@cityofgardena.org>

Cc: George Vanecek <vanecekpi@charter.net>; Blaine McCafferty <blainebundy@gmail.com>

Caution! This message was sent from outside your organization.

Liz,

It was nice speaking with you folks this am. In speaking with George after the meeting, it occurred to us that you folks may have conducted that the \$480 initial screening amount was a cost **additional** to the Unit Prices for the sworn and civilian background. **It is not**. What we cited was the cost of time for those cases of an initial screening failed candidate. Let us propose this - The Initial Screening fee is \$240 dollars, which represents 4 hours at our billing rate of \$60 dollars per hour. This will be for candidates that **fail** the initial screening. This fee will **not** be added to the unit price of the backgrounds that go forward. Any time spend beyond the initial 4 hours on these initial screening failed candidates, will be billed at \$60/hr with details as to activity.

Let me know if this makes sense and is acceptable to you.

I will have Blaine help me provide the financials.

Thanks,

Jeff

-
Jeffrey B. Love, P.C. Esq.
JL Group, LLC
30025 Alicia Pkwy. #327
Laguna Niguel, CA 92677
(949) 282-8181 Voice
(626) 771-0044 Fax
Lovejb@gmail.com

jlove@jlgrou.net

Uplink/Dropbox - www.hightail.com/u/JeffreyLove

To Schedule Appointments: <https://calendly.com/lovejb>



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: March 23, 2021

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

AGENDA TITLE: APPROVE AWARD OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES CONTRACT TO WALLACE AND ASSOCIATES CONSULTING, INC. IN THE AMOUNT OF \$124,322.00 FOR THE TRAFFIC SIGNAL RECONSTRUCTION ON VERMONT AVENUE AT REDONDO BEACH BOULEVARD AND ROSECRANS AVENUE, JN 930.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Award of Construction Management and Inspection Services Contract to Wallace and Associates Consulting, Inc.

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council approve award of Construction Management and Inspection Services Contract for the Traffic Signal Reconstruction on Vermont Avenue at Redondo Beach Boulevard and Rosecrans Avenue project, JN 930 to Wallace & Associates Consulting Inc., 1655 E. 6th St. Suite A-4a, Corona, CA 92879, in the amount of \$124,322.

The project will reconstruct traffic signal hardware and software for the two (2) intersections. Associated improvements include extension of a left turn lane on south bound Vermont Avenue, ADA compliance update for both intersections, and limited concrete pavement enhancements.

In late 2015, the City applied for and was awarded a Measure R Highway Program Grant. As a result, the City received \$1,500,000.00 for Design and Construction of the Vermont Avenue Traffic Signal Reconstruction Project. The project design phase is nearing completion and to move on to the construction phase, the City must obtain a "B"-permit from the City of Los Angeles. To expedite the construction phase and streamline the permitting process, the City must secure Construction Management and Inspection services prior to securing a contractor for the construction phase. The City will require the consultant to obtain a "B"-Permit from the City of L.A. to ensure that the permit is obtained prior to construction start and eligible for grant reimbursement. A "B"-Permit consist of a plan check review and inspections for extensive improvements in the City of L.A. or shared jurisdictions.

Staff extended a Request for Proposal for a Construction Management and Inspection Services to four (4) on-call consultants. However, only two (2) consultants, Wallace &

Associates and KOA, responded to the request by March 15, 2021. After reviewing each proposal, staff is recommending that the City Council award the consultant contract to Wallace & Associates based on their understanding of the project, qualification and lower fee by \$55,006.

Wallace and Associates is 1 of 5 City on-call Construction Management consultants approved by the Council on August 19, 2019. The City's On-call agreement requires any services exceeding \$100,000 to be approved by the City Council. They have been providing Construction Management and Inspection Services to public agencies in Orange, San Bernardino and Los Angeles Counties for the last two (2) decades and are staffed with qualified inspectors, ensuring the project will adhere to the design and all applicable codes and standards. Wallace & Associates will augment the capacity of the Public Works Engineering in performing Construction Support for the project.

FINANCIAL IMPACT/COST:

Budget Amount : \$150,000.00 (Construction Management and Inspection)

Funding Source : Measure R Highway Program

ATTACHMENTS:

[JN 930 Vermont Ave TS Upgrade ProjectMapImages.pdf](#)

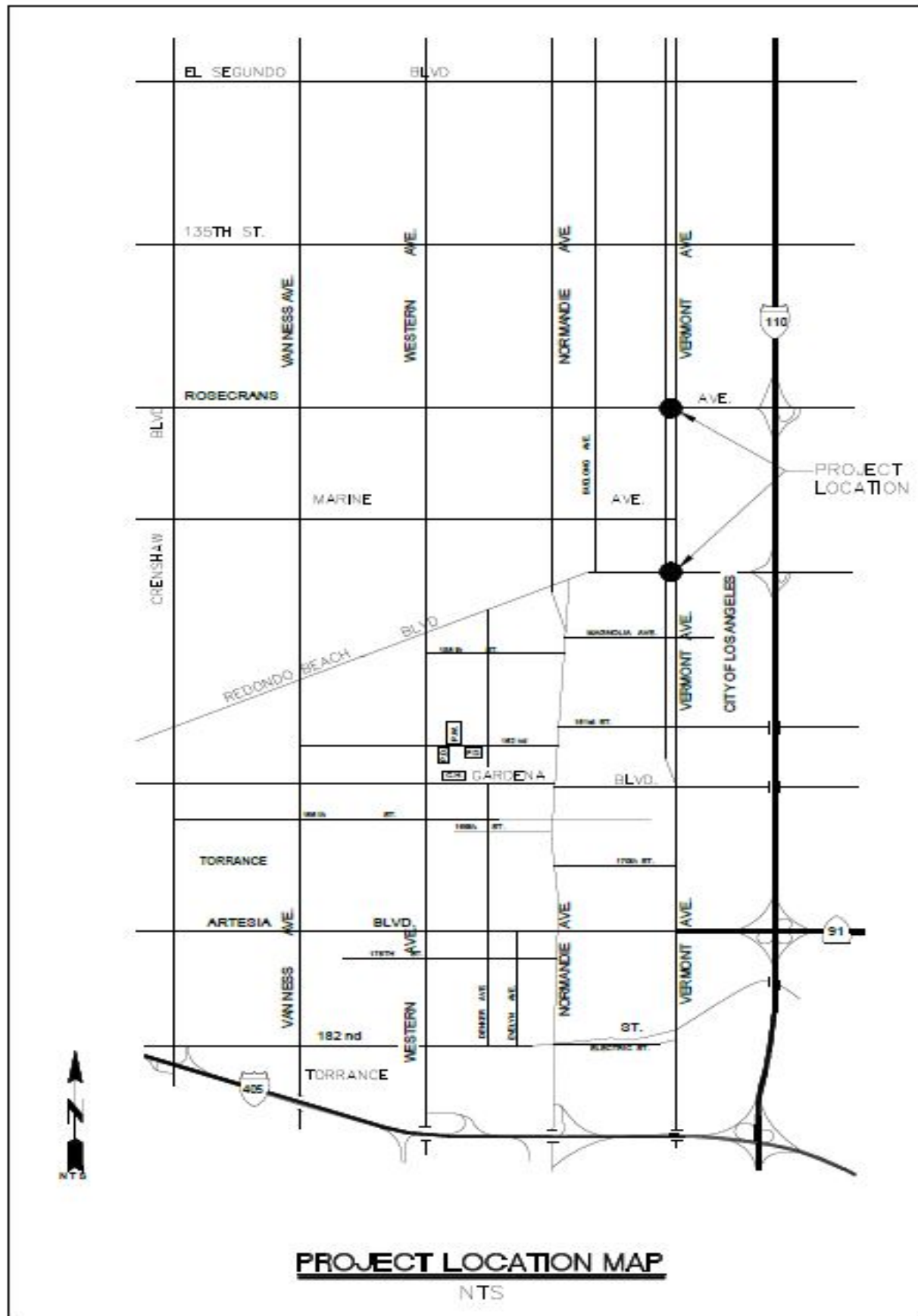
[Wallace & Associates - On Call Agreement_ExAB.pdf](#)

[WA Proposal-Gardena CMI Vermont Ave TS Upgrade-.pdf](#)

APPROVED:



Clint Osorio, City Manager





Vermont Ave. and Redondo Beach Blvd. (N/E View)



Vermont Ave. and Rosecrans Ave. (N/W View)

**CITY OF GARDENA
CONSULTANT AGREEMENT
WITH
WALLACE & ASSOCIATES CONSULTING, INC.**

This Agreement is entered into this 9th day of September, 2019, by and between the City of Gardena, a municipal corporation ("City") and Wallace & Associates Consulting, Inc., ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
 - A. City is desirous of obtaining the as-needed professional on-call services in the following category or categories:
 - ~~Civil Engineering Design~~
 - Construction Management and Inspection
 - ~~Traffic Signal/Engineering~~
 - ~~Architecture and Landscape Architecture~~
 - B. Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services.
 - C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.
2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until September 9th, 2022 (3-yr term), with an option to extend for one additional two-year at City's description, unless earlier terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant

in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

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

7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the Public Works Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Public Works Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Public Works Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Public Works Director/City Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 2 above.
10. **COMPENSATION.** Consultant shall be compensated as follows:
 - A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the fee schedule set forth in Exhibit B. Consultant's total compensation shall be based on each proposal the Consultant submits and the City accepts for the services requested on a particular project.
 - B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within thirty (30) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. INSURANCE REQUIREMENTS.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. 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.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

4. Worker's Compensation and Employers Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. 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 City.

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

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

12. **INDEMNIFICATION.** Consultant shall defend, indemnify and hold harmless City, its officers, agents, employees and volunteers from any and all claims, liabilities, expenses, or consequential damages of any nature, including attorney's fees proximately resulting from any act or any omission to act where a duty to act exists on the part of Consultant, its agents, officers, employees, subcontractors, or independent contractors hired by Consultant, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.
13. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.
14. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.
15. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain as to City a wholly independent contractor and shall not obtain rights to any benefits which accrue to City employees. Neither City nor its officers, employees or agents shall have control over the conduct of Consultant or any of its officers, employees or agents, except as expressly set forth herein. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City.
17. **COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local government.
18. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
19. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.
20. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
21. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
22. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
23. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the

custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
1700 West 162nd Street
Gardena, California 90247
Attn: Kevin Kwak
Principal Civil Engineer

To Consultant: Wallace & Associates Consulting, Inc.
1655 East 6th Street, Suite A-4a
Corona CA, 92878
Attn: Carl Wallace
Principal in Charge

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

24. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.
25. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.
26. **PUBLIC RECORD.** This Agreement is a public record of the City.
27. **MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:
 - A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
 - B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;

- C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.
28. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
29. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.
30. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
31. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
32. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.
33. **PREPARATION OF AGREEMENT.** Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the ground that one party prepared the Agreement or caused it to be prepared.
34. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
35. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

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

CITY OF GARDENA



Ed Medrano, City Manager

ATTEST:

for 
City Clerk

APPROVED AS TO FORM:



City Attorney

CONSULTANT

Carl Wallace

Name

Sign: 

Title: President

Exhibit A :

City of Gardena Request for Qualification



CITY OF GARDENA

GENERAL SERVICES DEPARTMENT - PUBLIC WORKS ENGINEERING

REQUEST FOR QUALIFICATIONS ON-CALL PROFESSIONAL SERVICES

DECEMBER 2018

Memoranda:

Qualification Due: Wednesday January 16, 2019, 5 P.M.

General Services Department – Public Works: (310) 217-9568



DEPARTMENT of GENERAL SERVICES

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3778 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

INTRODUCTION

The City of Gardena is interested in retaining professional services for On-Call Professional Services related to our Capital Improvement Project program. The work will be assigned on an as-needed basis for various projects in the City.

The City will award agreements to provide on-call services for a period of three (3) years. The agreements may be renewed at the City's discretion for a period of two (2) additional years subject to satisfactory performance during the initial three-year term. The initial three-year term is anticipated to commence in February 2019 and end in February 2022.

The City intends to select between two to five (2-5) consultants for each respective service categories detailed below. The actual number of consultants selected will be based on number of responses and qualifications.

The Request for Qualifications (RFQ) can be obtained at <http://www.cityofgardena.org/rfps/>

Questions regarding this RFQ shall be directed to Kevin Kwak at (310) 217-9643 or kkwak@cityofgardena.org.

Deadline to submit qualifications (Proposal) is **Wednesday, January 16th at 5:00 p.m.** Three (3) hard copies and one complete PDF copy (on CD or memory stick) shall be addressed to:

City of Gardena
Department of General Services - Public Works
1717 West 162nd Street
Gardena, CA 90247-3778
Attn: Kevin Kwak, Principal Civil Engineer

Qualification packages received after the deadline will not be accepted and will be returned unopened.

The City currently anticipates conducting the selection process in accordance with the following schedule. This schedule is subject to revision and the City reserves the right to modify the schedule as needed or necessary.

December 19, 2018:	RFQ released
January 16, 2019:	Qualification due
January 31, 2019:	Staff short list selection
February 12, 2019:	On-call firm recommendations to City Council for authorization

TASHA CERDA, Mayor / RODNEY G. TANAKA, Mayor Pro Tem

MARK E. HENDERSON, Councilmember / ART KASKANIAN, Councilmember / DAN MEDINA, Councilmember

MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

ON-CALL SERVICES

Selected firms will report to, and operate under, the direction of the City of Gardena General Services - Public Works staff, to provide services and staffing for the following categories:

- Civil Engineering Design
- Construction Management and Inspection
- Traffic Signal/Engineering
- Architecture and Landscape Architecture

Consultants may submit qualifications for one or more of the services categories requested, however, separate proposals must be submitted for each category.

SCOPE OF WORK

Civil Engineering Design

Provide complete design services for CIP projects. Including, but not limited to:

- Plan preparation for street improvements, repair, rehabilitation or other related street improvements.
- Plan preparation for storm drain and sewer improvements, upgrades, modifications, extensions, repair, or rehabilitation.
- Preparation of hydrology and hydraulic analysis and reports.
- Preparation of WQMP's, SWPPP's or related NDPES documents/reports.
- Preparation of project technical provisions.
- Preparation of detailed cost estimates.
- Perform mapping and prepare legal descriptions for right of way acquisitions, easements, etc.
- Provide design and construction surveys.
- Provide construction assistance.
- Coordination with, and approvals from other permitting agencies and utility companies.

Construction Management and Inspection

Provide complete construction management and inspection services for CIP and private land development projects inspections, including park renovations, and facility construction/modifications/modernizations. Including, but not limited to:

- Provide construction inspection services for CIP projects such as streets, sewer, storm drain, parks and facilities.
- Provide deputy inspection services.
- Provide construction inspection services for private developments including grading, drainage, SWPPP/erosion control, paving, sewer, water, and franchise utilities.
- Provide public contract administration.
- Coordinate and lead project construction meetings.
- Provide utility company coordination.
- Provide project construction documentation.

Traffic Signal/Engineering

Provide design engineering services for traffic signal and traffic signing, striping, signal systems upgrade design, grant writing and all related services. Including, but not limited to:

Improvements associated with the traffic signal design; prepare signing, striping, signal modifications, detour, and traffic control design; prepare special traffic studies; and conduct signal synchronization studies (before and after synchronization travel time), HCM method for LOS as well as Los Angeles County standards. In addition, a part-time Engineering or Engineering Technician to work at City Hall within the Public Works Department may be requested.

Architecture and/or Landscape Architecture

Provide architecture and/or landscape architecture professionally services for public facilities. Including, but not limited to:

- Provide conceptual design, master plan, feasibilities study and envelope evaluations.
- Renovation and/or expansion of existing public facilities.
- Preparation of landscape/planting plans and irrigation.
- Parking lot and hardscapes improvements.
- Playground layout and play structure design/upgrade.
- Preparation of project special provisions and technical specifications
- Provide cost estimates.
- Provide constructability review and construction support.

SUBMITTAL REQUIREMENTS

The Proposal package shall be organized and presented in a neat and logical format relevant to the services requested. Submittal shall be clear, accurate, concise, and comprehensive. There is no page limitation, however, excessive or irrelevant material will not be favorably received.

The Proposal should be in the order below and include the following:

- Cover
- Cover Letter
 - Clearly indicate the on-call service category.
 - Express why Consultant is interested in the RFQ.
 - Include contact information for the person responsible for the Proposal and who will be the point of contact for the City.
 - Include any unique attributes or distinguishing characteristics which would be of value to the City.
 - State if any addendums have been received and included in the Proposal.
 - Statement regarding acceptance of Agreement and insurance requirements.
 - Letter shall be signed by an officer of the firm who is authorized to bind the firm to the contract. Include a statement to this effect.
- Firm Qualifications and Experience
 - Describe firm's background and experience
 - Describe your firm's strengths

- State how your firm produces deliverables free of errors and how you will address errors if they occur.
- Include experience and technical competence of subconsultants
- Familiarity of regional grants/competitive funds (SBCCOG & LA Metro)
- Key Personnel and Experience
 - Experience and history performing directly for local agencies within the last five years.
 - Include subconsultants
- Organization Chart
- Similar Projects
 - Brief description of the project scope, personnel involved and their roles, plus agency and contact information of agency Project Manager.
 - Projects that the firm was the prime consultant and responsible for management of any subconsultants.
- References
 - Current contact information related to projects completed within the last five years.
- Fee Schedule
- Resumes

Note - All licensed professionals in “responsible charge” working on City projects (Engineer, Architect, Landscape Architecture and/or Surveyor) are required to disclose all disciplinary actions against them, including any future actions. Provide a copy of the actions with submittal of proposal. Please provide statement if there are no disciplinary actions.

FEE SCHEDULE

A fee schedule shall be included in the Proposal. The fee schedule shall include a comprehensive list of positions and labor rates for all services provided by the prime consultant and all subconsultants. Rates shall include all necessary resources including labor, equipment, materials, incidental report, transportation, etc. Any percentage markup of subconsultant invoices shall be specified.

The fee schedule shall remain fixed throughout the initial term of the Agreement, unless formally amended by the City Council. Adjustment of the fee schedule can be negotiated if the City renews the Agreement.

The City is subject to prevailing wage laws which apply to those professional services providers and their subconsultants for whom the Department of Industrial Relations has established a wage determination, including but not limited to, Field Soils Materials Testers, Operating Engineers, Surveyors, and Building/Construction and Specialty Inspectors.

Prevailing wage requirements apply when a Consultant and/or Consultant Team is awarded a contract for a specific project which is designated by the issuance of a City Purchase Order.

SELECTION/EVALUATION CRITERIA

The Proposals will be evaluated by City of Gardena General Services - Public Works Department staff. The evaluation criteria will include:

- Presentation, completeness, clarity, organization, and conformance to the RFQ content.
- Project Manager's experience related to the City's requirements and needs.
- Familiarity/Experience related to the South Bay Cities Council of Governments (CBCCOG), Los Angeles County Metropolitan Transportation Authority, and Caltrans project programs, funding opportunities, grant writing and their requirements.
- Qualifications and resumes of staff members, subconsultants, and organization chart.
- Similarity of the firm's referenced projects completed within the last five years to City's expected projects.
- Availability and depth of staff and resources to deliver quality products on schedule, including work on short notice and under time constraints.
- References.
- Fee schedule.

During the evaluation period, the City may conduct negotiations with the most qualified consultants. However, consultants should note that award may be made without negotiations or discussions.

GENERAL CONDITIONS

By submitting a Proposal, the Consultant represent that they have thoroughly examined and become familiar with the requirements of this RFQ and is capable of performing quality work to achieve the objectives of the City.

The City reserves the right to withdraw the RFQ at any time without prior notice. The City makes no representations that any Agreement will be awarded to any Consultant responding to this RFQ. The City reserves the right to extend the deadline for Proposals, postpone reviewing the Proposals for its own convenience, to reject any and all Proposals without indicating any reasons for such rejection(s), and to negotiate with any qualified consultant. The City does not guarantee successful firms will be provided any projects.

The successful consultant(s) and sub-consultants are required to obtain and maintain a City of Gardena business license and insurance. The license and insurance shall be maintained for the duration of the Agreement. A current business license is not a prerequisite for submittal of the qualifications.

The City is not liable for any costs incurred by the Proposers before entering into a formal agreement. Costs for developing the Proposal or any other such expenses incurred by the Proposer in responding to this RFQ and entirely the responsibility of the Proposer, and shall not be reimbursed by the City.

The City is not responsible for Proposals which are delinquent, lost, incorrectly marked, sent to the wrong address, or sent by mail or courier service and not signed for by the City.

AGREEMENT & INSURANCE

The City's standard Professional Services Agreement is included in Appendix A. The Consultant will be expected to enter into the Agreement without substantive changes. Any changes will require approval by the City Attorney.

The City's standard insurance requirements is included as part of the standard Professional Services Agreement included in Appendix A.

ANTICIPATED QUESTIONS & ANSWERS

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL ENGINEERING SERVICES

Question: Would I be able to receive a list of the names of the engineering firms that were sent this request?

Answer: *City will not be releasing the list of firms specifically sent the RFQ notification. The notification will be advertised through local newspaper and the City website.*

Question: Would the City consider allowing consultants to submit their qualifications in their selected categories within the context of one SOQ document, as opposed to separate SOQ documents for each discipline?

Answer: *Follow the directions in the RFQ requiring separate proposals for each category.*

Question: Can you tell us what the amount awarded was for the Geotechnical Engineering and Material Testing services for the current contract?

Answer: *This is an on-call contract, so no contract amount is provided. Specific contracts/PO's will be provided for each project.*

Question: Who are the incumbents for each on-call service?

Answer: *None*

Question: How will the selected firms be chosen for task orders (on rotation list, competitive bid, etc.)?

Answer: *Typically by competitive fees, current assignments at the time/work load, strength/expertise, prior performance, etc.*

Question: Does the RFP include environmental site assessment or remediation services as part of the scope of work, or are these services part of a different contract?

Answer: *RFQ does not include environmental site assessment or remediation services as these services are generally not required for our typical project.*

Question: Would the City consider assigning percentages to the evaluation criteria listed to give us a better idea of how our submittal will be scored?

Answer: *City has not finalized the scoring criteria at this time. It is unlikely the criteria will be released prior to the RFQ due date.*

Question: How many references would the City like for us to provide in our SOQ?

Answer: *We are not requiring a minimum or maximum number, your decision. Please note the first paragraph under "Submittal Requirements".*

Question: Approximately how much is the contract value?

Answer: *Unknown. Contract is on-call, as needed. No guaranteed value/project.*

Question: Please confirm there are no DBE/SBE/DVBE requirements?

Answer: *No requirements.*

Question: Does the City expect to conduct interviews with shortlisted firms?

Answer: *Not at this time.*

APPENDIX A

CITY OF GARDENA CONSULTANT AGREEMENT

This Agreement is entered into this _____ day of _____, 2019, by and between the City of Gardena, a municipal corporation (“City”) and _____ a _____ (“Consultant”). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
 - A. City is desirous of obtaining services necessary to perform Design and Construction Management and Inspection (CMI) services for
 - B. Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services.
 - C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.
2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until _____, 2022 with an option to extend for an additional two (2) years at City’s description, unless earlier terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination;

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

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

8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the Public Works Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Public Works Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Public Works Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Public Works Director/City Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 2 above.
10. **COMPENSATION.** Consultant shall be compensated as follows:
- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed _____ dollars and 00/00 (\$_____) without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within thirty (30) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.
11. **INSURANCE REQUIREMENTS.**

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. 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.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

4. Worker's Compensation and Employers Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. 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 City.

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

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the

premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

12. **INDEMNIFICATION.** Consultant shall defend, indemnify and hold harmless City, its officers, agents, employees and volunteers from any and all claims, liabilities, expenses, or consequential damages of any nature, including attorney's fees proximately resulting from any act or any omission to act where a duty to act exists on the part of Consultant, its agents, officers, employees, subcontractors, or independent contractors hired by Consultant, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.
13. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.
14. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.
15. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain as to City a wholly independent contractor and shall not obtain rights to any benefits which accrue to City employees. Neither City nor its officers, employees or agents shall have control over the conduct of Consultant or any of its officers, employees or agents, except as expressly set forth herein. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City.
17. **COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local government.

18. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
19. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.
20. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
21. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
22. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
23. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
 1700 West 162nd Street
 Gardena, California 90247
 Attn: Kevin Kwak
 Principal Civil Engineer

To Consultant:

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

24. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.
25. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.
26. **PUBLIC RECORD.** This Agreement is a public record of the City.
27. **MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:
 - A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
 - B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
 - C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
 - D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.
28. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
29. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the

laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

30. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
31. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
32. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.
33. **PREPARATION OF AGREEMENT.** Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the ground that one party prepared the Agreement or caused it to be prepared.
34. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
35. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

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

CITY OF GARDENA

Tasha Cerda, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONSULTANT

Name

President

Exhibit B :

Statement of Qualifications
– Wallace and Associates



Proposal to Provide On-Call Professional Services - *Construction Management and Inspection*

Wallace & Associates
consulting, inc.

January 16, 2019



Dedicated to Providing Quality and Creating Value for our Clients

January 16, 2019

City of Gardena
Department of General Services - Public Works
1717 West 162nd Street
Gardena, CA 90247-3778
Attn: Mr. Kevin Kwak, Principal Civil Engineer

Subject: Response to On-Call Professional Services –Construction Management and Inspection Services

Dear Mr. Kwak and Members of the Evaluation Committee:

Wallace & Associates, Inc. (W&A) pleased to present our qualifications to perform On-Call Professional Services related to the City's Capital Improvement Project program for the service category of Construction Management and Inspection Services. W&A is a local leader in performing these exact services to several public agencies throughout Southern California. Based on our understanding of the 2018/19 and 2019/2020 Capital Improvement Program, projects are divided into two main categories: parks and streets (which also includes sewers and City vehicles). Funding for projects are a mixture of Federal, State, County (Measure R and M), Local and Sewer funds. Current and upcoming projects include arterial and local street rehabilitation, as well as improvements at several parks and facility new construction and renovations. The City also has a number of upcoming developments.

Since W&A was established in January 2010, our mission has been to provide cost-effective project implementation, construction phase services and staff augmentation solutions for public agencies such as the City. The company was designed to address the difficult economic conditions that had affected the country. One competitive advantage is our lean overhead structure. By keeping our costs low, we provide W&A employees better pay/benefits and charge City and public agency clients less for the same high-quality staff and service; this is what sets us apart from other companies. As the California economy has grown and stabilized, W&A has also grown; however, we still maintain our commitment to providing low cost/high quality Project Management, Construction Management, Construction Inspection and Labor Compliance solutions for our clients. We have recent experience performing Construction Management and Inspection services for all the project types listed in the City's CIP. *W&A believes we can continue to serve our mission while assisting the City of Gardena with delivering successful CIP projects.*

Our proposal demonstrates W&A's experience in providing Construction Management and Inspection services on similar projects, highlights our staff's qualifications and experience, shows the City our cost-effective approach to staffing projects and managing resources, as well as includes our rates and fees.

Distinguished Features:

W&A has several distinguished features including:

- ✓ Serving as the Prime consultant on 95% of the work we have performed over the last nine years
- ✓ Ability to provide cost-effective solutions through our highly experienced team
- ✓ Comprehensive staff knowledge and capabilities that come from decades of completing CIP, water/sewer, transportation, facility and public works related projects
- ✓ Flexible staffing solutions with the capability to provide full and part-time services, including Construction Managers, Project Managers and Inspectors
- ✓ In-house ability to provide technical and specialized services including bidding assistance, constructability reviews, labor compliance and certified payroll monitoring, document control, office engineering, etc.

Through our project experience and Associates' prior experience, we also provide the City with a strong understanding of applying for grants/competitive funds with a variety of regional, state and federal agencies. One example of our knowledge and ability in this arena is for the City of Corona; W&A's Project Manager Peter Ramey, PE assisted the City with obtaining grant funding for the widening of Green River Road. For this major arterial widening project Peter completed the documentation to acquire the grant funding and then administered the processes through project completion. Funding included Transportation Uniform Mitigation Fee (TUMF) program that is administered by the Western Riverside Council of Governments (WRCOG) and the regional Measure A fund. Another Project Manager, William Stracker, PE, TE has regularly attended South Bay Cities Council of Governments meetings and has also worked with several of the member Cities through his work on projects with the Port of Los Angeles. Bill has also led his team's effort in applying for Metro's competitive funds.

W&A's Labor Compliance team has managed compliance programs for projects with values of over \$20M. As part of their work, the team monitors activity and reviews documents to complete or verify all required funding documents and maintains project files to conform with regulatory requirements.

Required Statements

W&A's Principal-in-Charge and Proposal Manager, Carl Wallace, PE has spent his 27-year career delivering construction management solutions throughout Southern California. Since starting the firm over nine years ago, he has focused on providing exceptional value and service to clients like the City on all aspects of public works and related capital projects for cities and other public agencies. He will serve as City's main point of contact. Carl will be based from our corporate office at 1655 East 6th Street, Suite A-4a, Corona, CA. 92879. His contact information is phone: (951) 966-7774 and email: carl@wallace-cm.com. Carl Wallace, Bryan Tuschhoff and Heidi Nesper are all authorized to bind the firm into contracts. Carl Wallace and Cathy Wallace are able to enter into contract negotiations on behalf of Wallace & Associates Consulting, Inc. We accept the Agreement and insurance requirements provided in the RFQ.

W&A is excited for the opportunity to provide On-Call Professional Services – Construction Management and Inspection Services for the City of Gardena and believes our detailed qualifications that follow this letter will meet and exceed the City's requirements.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Carl Wallace', with a stylized, cursive script.

Carl Wallace, PE
Principal-in-Charge



Firm Qualifications and Experience

About Wallace & Associates

W&A was established in January 2010 to provide cost-effective project implementation, construction phase services and staff augmentation solutions for public agencies such as the City of Gardena. Our business model is one of lean efficiencies and low overhead, allowing us to pass along savings to our clients. W&A only provides Project Management, Construction Management, Inspection and Labor Compliance Monitoring services to our clients. By not performing design work, we eliminate any potential conflicts of interest or the potential to 'overlook' a design flaw. Currently, W&A has over 40 associates and a pool of several part-time inspectors able to provide services to clients on short notice. One notable benefit with W&A is our ability to provide part-time Construction Managers and Inspectors as well as complete construction management teams.

W&A brings the City an established and reliable firm with over 40 local associates able to provide a full range of Construction Management and Inspection services including:

- ♦ Project Management
- ♦ Construction Management
- ♦ Full Time/Resident Inspection
- ♦ Part Time Inspection
- ♦ Staff Augmentation
- ♦ Labor Compliance Auditing
- ♦ Disadvantaged Business Enterprise Monitoring
- ♦ Grant Funding Monitoring
- ♦ Estimating
- ♦ Cost Engineering
- ♦ Scheduling

W&A's main strengths are attributed to our:

- ✓ Ability to provide cost-effective solutions through our highly experienced team
- ✓ Comprehensive staff knowledge and capabilities that comes from decades of completing CIP, water/sewer and public works related projects
- ✓ Flexible staffing solutions with the capability to provide full and part-time services, including Construction Managers, Project Managers and Inspectors
- ✓ Dedicated Contract Manager, Carl Wallace, PE has spent his 27-year career delivering projects and managing similar contracts in Southern California. He is committed to providing each client with the right staff for every project and personally looking for the best solutions to assist public agency clients.

Capabilities and Experience

W&A has a proven track record showing competence in the services to be provided. In the last nine (9) years we have demonstrated tremendous expertise as well as growth and stability. Several of our clients have continually utilized our services since we started the business in 2010. Clients value our responsive service, depth of quality staff and competitive rates. Currently, W&A has approximately 40 associates and a pool of several part-time inspectors able to provide services to clients on short notice. This provides the City, in what we believe to be, the best of both worlds when it comes to our firm's size. We bring significant depth of experience, yet this size also allows for a flexible and fast-acting service model without the bureaucracy that comes with larger firms.

W&A has provided On-Call Construction Management and Inspection services for numerous clients. In addition, we have delivered the PM/CM/Inspection for significant capital improvement projects. Clients choose W&A for our responsiveness, our experience in a variety of CIP and Development projects and our staff's ability to help ensure the success of every project.

Below is an overview of W&A's related experience on CIP, water infrastructure and public works projects.

- ♦ **City of Torrance** – Construction Management and Inspection Services on various CIP projects including the current CDBG Sidewalk Repair project (\$110K).
- ♦ **City of Manhattan Beach** – Construction Management and Inspection services for several CIP projects including streets, parks and facilities.
- ♦ **Golden State Water Company** – Construction Management and Inspection during the installation of over 5,000 new water meters ranging from ¾" to 2" throughout various communities including Gardena.
- ♦ **City of Fullerton** – Inspection services on CIP and development projects.
- ♦ **City of Irvine** – Inspection services for the City's CIP, right-of-way and grading projects. Project types include roadway, annual paving, storm drains, facilities, parks, grading and utility relocations.
- ♦ **City of Irvine** – Project Management support for development projects. Services include construction management contract administration, bidding and awarding construction contracts, environmental compliance management and site storm water management responsibilities.



- ♦ **City of Garden Grove** – Resident and part time Inspection services for state funded roadway rehabilitation projects. Projects included Magnolia Street Rehabilitation, Westminster Avenue Rehabilitation, Knott Street and Valley View Rehabilitation, Harbor Boulevard Traffic Signal, Council Chambers Renovation and Police Department Remodel.
- ♦ **City of Laguna Niguel** – Full Construction Management and Inspection team on two phases of an award-winning \$15M park renovation project. The projects included the construction of an amphitheatre, restrooms, playgrounds, water splash zone, trails, parking lots, new entry bridge and signage, lighting and signage upgrades.
- ♦ **City of Rialto** – Citywide CIP, Land Development, and On-site and Off-site Encroachment Permit Inspection services. Labor Compliance services are also performed on some projects. Projects include all aspects of public works facilities including street, road, median, intersection, traffic signal, street lights, median, landscape districts, water, sewer, recycled, storm drain, drainage structures, grading, utilities landscaping and irrigation.
- ♦ **City of Rialto** – Joe Sampson Park Construction Management and Inspection services. Construction of a new \$5M park with several shelters, two basketball courts, exercise stations, two playgrounds, restrooms and parking lot.
- ♦ **City of Corona** – Full and part-time Project Management, Construction Management, Inspection and Labor Compliance services for variety of projects throughout the City right-of-way. Project types include street, facility, development, medians, landscaping, pipeline, equipment, storage, appurtenances and utility relocations.
- ♦ **Inland Empire Utilities Agency** – On Call Construction Management and Inspection Services for CIP, development and emergency repair projects. Recent projects include pipeline installation and repairs, basin improvements and recycling plant upgrades.
- ♦ **City of Murrieta** – Construction Management, Inspection and QSP services for the City's entire CIP and development program including street widening, water and storm drain projects.
- ♦ **City of Murrieta** – Project Management services for the City's entire parks and recreation department capital improvement program including senior center, community center, park facilities and amphitheater projects.
- ♦ **City of Temecula** – On Call Construction Management and Labor Compliance for public works projects including a 157-space Temecula Parkway Park & Ride Lot (\$1M) and the Pechanga Parkway Widening to accommodate traffic flow to the Casino (\$5M).
- ♦ **Western Municipal Water District** – Labor Compliance and DBE Monitoring for the \$30M La Sierra Pipeline and Sterling Reservoir project in the City of Riverside.
- ♦ **Elsinore Valley Municipal Water District** – Construction Management, Inspection and Labor Compliance services for the \$4M AMI Phase II and III Meter Replacement project.
- ♦ **Valley Center Municipal Water District** – Complete Construction Management, Inspection and Labor Compliance services for the \$20M Woods Valley Treatment Plant and Reservoir.
- ♦ **Ontario Municipal Utilities Agency** – As-Needed Construction Management and Inspection services for CIP projects including the Recycled Water Improvements for the \$2M Riverside Drive project.

Error Free Deliverables

W&A believes that the ability to deliver high-level services and error free deliverables to our clients is the direct result of four key factors:

- ✓ Relevant experience and training
- ✓ Proactive management plan
- ✓ QA/QC Plan
- ✓ Commitment to problem solving

Relevant Experience and Training

W&A only provides Construction Managers and Inspectors that have over 20 years each of experience completing public agency CIP projects in Southern California. Our Construction Managers have either worked as a contractor or have a professional engineer license, or both and have earned specialized certifications including Certified Construction Manager. Our inspection staff has diverse and relevant certifications to help with every aspect of projects including ACIA, QSP and ICC concrete, asphalt and steel certifications. Our W&A team members have previously worked for years within local Water Departments, Utility Agencies, City Public Works Departments, engineering consulting firms and even as contractors. All have been successfully vetted and confirmed by the rigors of the municipal and/or State Public Agency System and bring that specific knowledge of the process and system to each project.

This background ensures that every member of our project team understands that all work must be constructed in accordance with City, County and State standards. Knowing and being familiar with these standards is the foundation for ensuring high quality. Second is establishing a plan to observe the actual project work throughout the project and especially at critical times to witness that these standards are met throughout the construction of the projects. Establishing a work schedule site-by-site



plan for material testing and inspection needs to be created to assure compliance with these standards. Close communication and a “friendly but firm” working relationship with the site superintendents is a result of relevant and extensive experience.

Proactive Management Plan

W&A is very proactive in our approach to project delivery. The key aspect of our approach is teamwork and effective, regular communication with both clients and stake holders. At the beginning of each project we prepare a project management action plan which outlines the roles and responsibilities of our staff and the client team, including third parties and other stakeholders. This document allows us to clarify, document and stack hands in agreement of the expectations for each team member. Prior to starting work our Project Manager will facilitate the collaboration with our Construction Manager and/or Inspector and the Project Manager/Engineer for the City. Typical items to communicate include review of all plans, special provisions, construction and materials manual, and specifications that apply to the assigned project, review the day to day project responsibilities, review the content and format of the daily inspection reports for the project, review the required testing procedure and forms, and discuss roles and responsibilities regarding City procedures for notifications, changes, corrections, delays, rejections and tolerances.

Our staff will coordinate with City management each day and review the known activities and their anticipated times. We will develop a work progress plan and schedule for their activities and progression of where they need to be throughout the day. As activities pick up we can plan for additional part time or day-to-day support if needed, as well as coordinate with City staff that may have availability at times to assist in covering the work. Prioritizing the work is critical, placing inspection of structures and buried infrastructure ahead of lesser important items of work. The key to dealing with multiple project locations is proactive planning, coordination and constant communication with the field staff.

Quality Assurance/Control Plan

W&A will administer a program of Quality Assurance/Quality Control (QA/QC) procedures for producing quality work and shall effectively manage and control the work and the budget. W&A's program starts at home with our internal staffing QA program. In construction (or any type of management assignment) communication is key to the success of the project. W&A has developed a methodology for communicating and transmitting information for our projects. This includes establishing cloud share sites, Google Drive access, standardized forms and handwritten multi-forms for field use and notifications to the public. We use standard daily reports and load photos onto them. In addition to these systems, accurate and clear verbal communication remains one of the most important aspects on every project. We rigorously interview and hire staff with excellent communication and verbal skills. This sets the bar very high, but we have found these skills lead to the best possible outcomes for our clients. We pride ourselves in maintaining a professional and smooth operation throughout projects. Our field staff is adept at communicating clearly and in writing for construction documentation.

We then add our established Project Controls and documents file structure system and implements it with our Office Engineers and Construction Coordination Specialists to provide continuity, consistency and instant accessibility and availability of data to the client. We conduct internal Daily Inspection Report training sessions and apply this same training standard and sign off for subconsultant inspectors as well.

Our QA/QC plan covers each of our typical project deliverables for our Construction Management, Inspection, Labor Compliance and Materials Testing services. Deliverables include:

- | | | |
|--|--|--------------------------------------|
| ✓ Weekly Reports | ✓ Certified Payroll Audits | ✓ Water Shut down and Tie-in Plans |
| ✓ Monthly Progress Reports | ✓ Weekly Statement of Working Days | ✓ Operations and Maintenance Manuals |
| ✓ Daily Extra Work Reports | ✓ Contract Change Orders, Cost Estimates | ✓ Project Certification |
| ✓ Invoices | ✓ Materials Testing Reports | ✓ Proposed Final Estimate |
| ✓ Daily Inspection Reports | ✓ As-Built Plans | ✓ Final Pay Estimate |
| ✓ Discrepancy or Non-Conformance Notices | ✓ Start-up Plans | ✓ Project Files |
| ✓ Job Site Photos | ✓ Punch Lists | |
| ✓ Employee Interviews | | |

Our Monthly Report includes Status Logs of all RFI's, Schedule Reviews, Submittal Reviews, Progress Payments, CCO's, Testing, Special Inspections, Public Contacts. If selected, W&A will provide the City with our detailed Quality Assurance/Control Plan and adjust to mirror the City's requirements.

Commitment to Problem Solving

We have a deliberate business strategy to attract and hire professional individuals with a very high level of personal commitment to problem solving. While commitment is not a true technical ability, it is certainly an interpersonal trait that is often times the main driver in all of our success. Even with training, communication and internal quality assurance measures, there are times when mistakes are made on a project or a staff conflict occurs. If this should happen, our Contract Manager,



Carl Wallace will work closely with the City's project team to first resolve the problem and then put measures in place to ensure future problems are not encountered. While we will always attempt to resolve any issue, we also understand that in rare cases a staff change may be the next necessary step. If this should occur, we will provide the City with resumes of available and comparably experienced staff.

Experience and Technical Competence of Subconsultants

W&A does not propose the use of any subconsultants at this time. However, we have established working relationships with several, local specialty firms that we can contact if needed.

Familiarity of Regional Grants/Competitive Funds

W&A is familiar with a variety of local, state and other types of grant and competitive funding. Our experience includes completing grant funding applications, monitoring funding compliance and managing documentation. Specific examples of W&A's construction management related experience with Federal or State funded projects include:

- RCTC/Caltrans – Resident Inspection for the \$1.6B 91 Freeway Design-Build Project where W&A inspected \$50M of Utility Relocations at over 35 locations within the City of Corona – *Local and State Funds*
- Western Municipal Water District – Labor and DBE Compliance for \$30M La Sierra Pipeline and Sterling Reservoir and Pump Station Project – *Federal EPA and State Funding*
- Valley Center Municipal Water District – Construction Management and Labor Compliance for \$20M Woods Valley Treatment Plant Expansion - *Federal EPA and State Funding*
- City of Corona – Project Management and Construction Management for \$6M Green River Road Improvement Project – *State Funding*
- City of Corona - Resident Inspection and Labor Compliance for \$2M Citywide Turf Replacement Project – *State Funding*
- City of Corona - Resident Inspection and Labor Compliance for \$1.2M Foothill and Temescal Road Medians – *State Funding*
- City of Garden Grove – Resident Inspection for \$2.1M Knott Street and Valley View Rehabilitation Project – *FHWA funding* with Caltrans Oversight; Resident Inspection for \$3M Magnolia Street Rehabilitation Ph1 – *State Funding*
- City of Menifee – Labor Compliance for \$2M Newport Road Paving Project – *State Funding*

W&A also brings the experience of our many associates. Notably, W&A Project Manager, William Stracker, PE, TE has personally worked extensively with the various funding programs including Measure R (including bond programs), Measure M, Proposition A, Proposition C, ARRA funds, and many others. He has over 30 years of experience in working on federal program projects through the LAPM and has obtained E76 approvals for all phases, including initiation, environmental, consultant, design, right-of-way and construction. His experience includes:

- City of Lancaster/USACE –\$10M 5.5 mile 24" reclaimed water line installation in major arterial highways Construction Administration and Oversight - *Federal/ARRA funds*
- City of Fontana - \$5M UPRR bicycle and walking trail Tokay Avenue to Sierra Highway construction oversight and project management - *Federal and State Grants*
- California Bicycle and Walking Trail Extension through Port of Los Angeles – Extension of trail on Front Street and Harbor Boulevard including PCC concrete, historical message monument signs, landscape, rest areas, train Crossing (PUC), developer coordination, street reconstruction, and new traffic signals – *Various Funding and Grant Sources*
- Imperial Highway Signal Coordination System, City of Lynwood -Staff installation of signal coordination equipment and video detection, city limits to city limits – *Local Funds*
- Alameda Street Traffic Signal Regional Coordination System. City of Lynwood – City owned system maintained by County of Los Angeles - *State Funds*



Key Personnel and Experience

W&A has over 40 associates that specialize in all facets of Construction Management and Inspection services including Project Managers, Resident Engineers, Construction Inspectors, Specialty Inspectors, Project Engineers, Labor and DBE Compliance Officers and Project Administrators. We have the flexibility, capacity and experience to provide the right staff for each of the City's various public works projects. W&A does not propose the use of any subconsultants. Key staff biographies are presented below. On the following page, we highlight our staff's experience with performing services for local agencies within the last five years and their related areas of expertise.

Contract Manager/ Principal in Charge, Carl Wallace, PE – Carl has spent his 27-year career delivering construction management solutions throughout Southern California. Since starting the firm over nine years ago, he has focused on providing exceptional value and service to clients like the City on public works, water, street, and related capital projects for cities and other public agencies. Carl will work closely with the City to provide the right level of staff that matches the City's project needs. Carl actively oversees W&A's on-call contracts with Cities including Garden Grove, Irvine, Corona and with local agencies Inland Empire Utilities Agency and Golden State Water District.

Project/Construction Manager, William Stracker, PE, TE – Bill brings more than 30 years of professional engineering and management experience in administration and infrastructure during public project development and implementation. For over ten years, he has attended meetings for and been involved with the SBCCOG as part of his project experience with the Port of Los Angeles and member Cities. He has managed more than 75 traffic signal and signal coordination systems, street rehabilitation, bridge, grade separation, railroad crossing protection and Safe Routes to School projects using federal, state and other types of funding, for local agencies. Bill's diverse background allows him to communicate effectively across a wide range of project teams, including highways/streets, municipal engineering, transportation, water, wastewater, drainage and structures.

Project/Construction Manager, Peter Ramey, PE – Peter is a registered Civil Engineer with 30 years of experience. He recently completed the \$8M grant funded Green River Road project where he was both Project Manager and Construction Manager. He completed the project with less than 5% Contract Change Orders. Peter has managed design and construction projects for virtually every type of public works project. He assists our team in project cost estimating, project scheduling, plan and constructability reviews, and field engineering design tasks on numerous projects.

Project/Construction Manager, Barry Safa, PE - Barry has over 30 years of experience in a wide variety of types of public works and capital improvement projects including arterial streets, roads, water and wastewater facilities and pipelines, storm drains, landscaping, and utility coordination. He has successfully managed CIP projects ranging from \$10M to \$30M. He is able to provide guidance to all phases of the project and uses his years of experience to effectively communicate with all project parties including designers, engineers, contractors, outside stakeholders and City Council Boards. Barry is currently assisting the City of Irvine with delivering several projects for the City-owned portion of the Great Park Development.

Construction Manager, Bryan Tuschhoff, QSP – Bryan brings over 30 years of construction engineering experience in project management, construction management and construction inspection throughout the public works and private development sectors. His project experience includes roadway improvements, street repair and slurry, water/sewer installation through major arterials, and parks and treatment facilities construction. He is a problem solver with a working knowledge of the complex processes and procedures that it takes to effectively construct and operate municipal public works and utility related projects.

Construction Manager John Reidinger, CCM – John has over 26 years of experience in construction and project management within Southern California. He has experience in a wide variety of project activities including construction management, personnel management, environmental compliance, city and agency permitting, plant science, coordination with agency/owner staff for operational start up and design implementation. John's extensive project experience includes parks, roadway, bridges, intersections and traffic signals, grading, staging, landscaping and irrigation, drainage structures, water and sewer, maintenance facilities and community centers, signage, parking lots, paving and storm drain structures.

Senior Construction Inspector, Gary McCredie – Gary has over 30 years of construction industry experience for all types of public works projects. Most recently, he has been providing inspection services to the City of Fullerton on various CIP and land development projects. He has a strong background on water pipeline related projects and has served in several roles from Construction Inspector to Project Superintendent and Project Manager. He has overseen the installation of thousands of feet of various types of water pipelines including main lines, small and large diameter PVC and DIP lines and water service lines.

Senior Construction Inspector, Patrick Shen, QSP – Pat has over 20 years of construction related experience that includes public work CIP projects and land developments that involve water and sewer pipelines, street and road rehabilitation, paving and slurry, traffic signals, street lights, reservoirs, storm drain and parks. He is performing inspections for the City of Torrance on their Sidewalk Repairs project. Other recent work includes inspecting several roadway rehabilitation projects for City of Garden Grove.



Senior Construction Inspector, Jin Chong – Jin brings over 30 years of construction inspection and quality control experience in Southern California and Eastern Canada, Panama, and Southeast Asia. He has worked on several CIP projects including parks, street improvements and water and sewer projects involving water main lines, sewer collection systems and treatment plants. Many of the projects have been performed in accordance with the Caltrans Standard Plans and Standard Specifications, Caltrans Construction Manual, Manual of Traffic Controls for Construction and Greenbook. Jin is ICBO/ICC certified and a licensed special deputy inspector in the areas of reinforced concrete, structural masonry, high strength structural bolting, structural steel and welding. He is also certified by the American Welding Society to train Welding Inspectors.

Senior Construction Inspector, David Zamiski – Dave has over 30 years of experience in the construction industry including working as a Contractor, Construction Manager and Public Works Inspector. He has a strong understanding of all phases of CIP and public works projects. Dave's recent experience over the past five years has focused on pipeline relocation. He worked on the utility relocation portion of the SR-91 Freeway Expansion project in Corona, CA. This project included the relocation of eight miles of domestic and sewer lines throughout the City. Most recently, he has been performing inspections on the removal and replacement of recycled waterline and DIP waterline during a challenging interchange widening and reconfiguration over the I-15 freeway in Corona. His prior experience includes mass grading and site infrastructure preparation of wet utilities for large housing developments and golf courses.

Senior Construction Inspector, Pete Ayala – Pete has over 28 years of experience inspecting public works infrastructure. This experience encompasses storm drains, minor structures, detention basins, earthwork and grading, pipelines, reservoirs, pump stations, wells, sidewalks, curb and gutter, structural concrete, traffic signal, street lighting, grind and overlay, slurry, welded steel reservoirs, roadway, street improvements and other projects. He has been responsible for monitoring construction activities, preparing daily construction inspection reports, verifying compliance with plans and specifications, ensuring testing is satisfactorily conducted, maintaining record drawings, conducting final inspections, generating final punch lists and assisting in field start-ups.

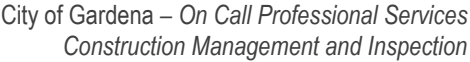
Senior Construction Inspector, Cesar Ramirez – Cesar is a Civil Engineering professional with over 25 years of construction and engineering project management expertise as well as budgeting, planning, inspection and staff management experience. He has worked extensively throughout Southern California on several city CIP projects that include street/road rehabilitation, traffic signal upgrades, water and sewer, wells and pressure reducing stations. Cesar understands different funding requirements, and local, state and federal regulations.

Senior Construction Inspector, Frank Moreno – Frank has over 26 years of experience with a majority of his career spent at a public agency delivering water-related projects. He has experience with numerous major infrastructure projects such as treatment plants, sewage lift stations, pump stations, storm drains, storm sewers, roadway construction and deep trench excavation in major arterial streets, primary street improvements and conventional dry utilities.

Senior Construction Inspector, David Romero, QSP – Dave has 29 years of experience as a construction inspector and construction manager on major public works construction projects in Southern California, including water, storm drain, sewer, roadway, water booster stations, sewer lift stations, well development, process piping, concrete structures and reservoirs. He holds several certifications including APWA Certified Public Infrastructure Inspector, QSP, Certified Erosion Sediment & Stormwater Inspector, ACI and ICC.

Labor Compliance Officer/ Project Administrator, Heidi Nesper – Heidi brings 15 years of experience and is a well-rounded administrative professional that can assist with bidding and award of construction contracts, as well as provide labor compliance services, prevailing wage audits, prepare and issue progress payments, provide document control for submittals, RFI's, RFC's, PCO's, CCO's, correspondence, bid quantities and all the documents required in the local procedures manual for funding compliance. She is very adept at processing all project administration documentation and tracking it to keep the City's projects moving.

Project Administrator, Christine Gallis – Christine brings over a decade of related experience serving in various administrative roles at construction related firms. She brings extensive knowledge in Human Resources and Accounting principles along with detailed record keeping management skills. This background provides her with the necessary attention to detail and skills to support project teams. She uses her strong interpersonal communication to provide quick and accurate answers.

[illegible]



Organization Chart

Legend

* Indicates Key Staff



Principal-in-Charge

Carl Wallace, PE*

Construction Managers

Bryan Tuschhoff, QSP*
Barry Safa, PE*
John Reidinger, CCM*

William Stracker, PE, TE*
Peter Ramey, PE*

Specialty Inspection

SCADA/Start-up
Jeff Schippers, CCM
Ken Cope

NAASCO Cured-in-Place Pipe CIPP
Phil Fikes, NAASCO
Cooly Smith, NAASCO

Mechanical & Electrical Inspection
Yuri Boiarski, EE, PMP
George Hartmann, PE
Jin Chong*

Paving and Slurry
Ken Burris
Patrick Shen, QSP*
Keith Barnett
Richard Scott

Construction Inspectors

Jin Chong
Phil Fikes
Dave Babcock
Patrick Shen, QSP*
Pete Ayala*
Rick Barajas
Keith Barnett
Ken Burris
Ken Cope
Bill Eckman
Tom Hall
Gordon Lewis
Robert Little
Eric Maher
Gary McCredie*
Tom Mitchell
Frank Moreno*
Robert Peters
Cesar Ramirez*
Dave Romero, QSP*
Richard Scott
Cooly Smith
Dave Zamiski

Specialty Support

Labor Compliance
Heidi Nesper*
Kim Fikes
Kathy Keating
Rachael Highley

Project Engineers
Dennis Phinney, PE
Buddy Jones
SWPPP/ NPDES & Environmental
Bryan Tuschhoff, QSP*
Patrick Shen, QSP*
John Reidinger, CCM*
Dave Romero, QSP*

Scheduling
Yuri Boiarski, EE, PMP
Peter Ramey, PE*
Steve Rosales

Constructibility Reviews
Carl Wallace, PE*
Peter Ramey, PE*
Dennis Phinney, PE
Bill Stracker, PE, TE*
Plan Checking
Peter Ramey, PE*
Barry Safa, PE*
Buddy Jones
Construction Administration
Heidi Nesper*
Teresa Rodriguez
Bryan Tuschhoff, QSP*
Christine Gallis*



Similar Projects

W&A provides the City of Gardena with an established Construction Management and Inspection firm that has:

- ✓ Over 40 professionals specializing in Construction Management, Inspection, Project Management and Labor Compliance
- ✓ Experience with CIP projects including street rehabilitation and widenings, parks, facilities, street lighting, traffic signals and water/sewer infrastructure projects
- ✓ In-house ability to provide technical and specialized services including grant funding assistance, constructability reviews, labor compliance and certified payroll monitoring, document control, office engineering, etc.
- ✓ Project experience in SBCCOG member Cities

Below are our recent clients' references as a prime consultant that have similar projects as the City of Gardena.

Various Projects, Construction Management and Inspection

City of Torrance, CA

Related Elements:

- ♦ SBCCOG member City

Contract Dates:

Oct. - Nov. 2017 (Airport)
Oct 2016 – Jan 2017 (PCH)

W&A Project Team

PM: Carl Wallace, PE
CM/Inspector: Barry Safa, PE,
Patrick Shen, QSP

Client Contact:

Steve Finton, PE
Engineering Manager
(310) 618-6260
Sfinton@torranceca.gov

W&A provided Construction Management and Inspection on two recent projects that included:

- ♦ **Sidewalk Repair for Handicap Accessibility (\$110K)** – This CDBG funded project repairs damaged sidewalks, curb and gutter, driveway approaches and handicap curb ramps. Additional inspection work will include tree root pruning and tree removal and replacements.
- ♦ **Airport Pavement Maintenance Program - Zamperini Field Secondary Runway Reconstruction (\$375K)** – Improvements to a City-operated airport. Project elements included re-construction of base around perimeter and 3" cold-mill grind and overlay of asphalt pavement, and markings and striping of Secondary Runway. Work also included repair of isolated depressed area within Taxiway A between Taxiways H & J.
- ♦ **PCH Safety & Landscape Improvements (\$500K)** – Work was completed along the southern median between Calle Mayor and Janet Lane. Improvements included a new guard rail and ornamental steel fence. Encroaching trees and other street features were removed to make room for these improvements. Work was completed in Caltrans Right-of-Way.

On-Call Construction Management & Inspection Services

City of Manhattan Beach, CA

Related Elements:

- ♦ SBCCOG member City
- ♦ Facility, street and water projects

Contract Dates:

2011 - 2015

W&A Project Team

PM: Carl Wallace, PE
CM: John Reidinger, CCM
Doug Blois, PE
Inspectors: Eric Maher, QSP
Tom Mitchell, Joe Ruzicka, QSP

Client Contact:

Ish Medrano – Project Manager
(310) 802-5352 // IMedrano@citymb.info

W&A provided Construction Management and Inspection services for various CIP projects with the City of Manhattan Beach. Selected projects include:

- ♦ **Sewer Manhole Replacement (\$400K)** – Inspection during the replacement of dozens of sewer manholes Citywide.
- ♦ **Annual Citywide Sidewalk Replacement Project (\$1M)** – Inspection during the replacement of hundreds of locations to replace sidewalk pieces and areas throughout the beach district.
- ♦ **Sepulveda Waterline Replacement (\$1M)** – Construction Management and Inspection for 12" to 16" watermain replacement and paving of Sepulveda Avenue (Highway 1).
- ♦ **Marine and Sepulveda Intersection (\$800K)** – Construction Management and Inspection services for new traffic signal, new turn lane and pedestrian ramp improvements.
- ♦ **Marine Drive Park Project (\$1.2M)** – W&A provided full construction management and inspection services on this new AYSO soccer field and utility improvement project. Project features include new waterline and connections, new synthetic turf soccer field,

fencing, maintenance building, canopy structure, sidewalk, curb and gutter, gravity retaining walls, gates and tree removal. Our services included daily reports, photographic jobsite photos, detail of labor and materials for each site visited, coordination with utility agencies, tracking construction quantities and processing progress payments.



Small Meter Replacement Project (Southwest District) Golden State Water Company, CA

Related Elements:

- ♦ Water related project in the SBCCOG area

Contract Dates

May – Nov. 2016

W&A Project Team

PM: Bryan Tuschhoff, QSP

CM: John Reidinger, CCM

Inspectors: Gary McCredie, Rick Barajas, Cesar Ramirez

Client Contact:

Beth McDonough, PE –
Director of Capital Programs

(310) 767-8200 //

Beth.McDonough@gswater.com

W&A provided inspection during the installation of over 5,000 new water meters ranging from ¾" to 2" throughout various communities within SBCCOG's district including Gardena. This \$700K project included close coordination with operations and maintenance staff to schedule work of two contractors within the constraints of the billing cycles and meter reading routes. Inspection services included contract compliance, material management of owner provided meters and materials to two separate contractors, coordination with multiple City jurisdiction and management staff.

On-Call Construction Inspection Services 2018 – 2019 City of Fullerton, CA

Related Elements:

- ♦ Land development and CIP projects
- ♦ Construction inspection services

Contract Dates

July 2018 - Present

W&A Project Team

PM: Carl Wallace, PE

Inspector: Gary McCredie

Construction Admin: Heidi Nesper

Client Contact:

David Grantham, PE

Project Manager

(714) 738-6853

DGrantham@cityoffullerton.com

W&A provides On-Call Construction Inspection services for a variety of land development and capital improvement projects within the City. Projects include street rehabilitation, traffic signal and intersection, water and sewer improvements, storm drain facilities, landscaping and irrigation. Duties include providing full-time construction inspection, daily inspection reports, coordination with City public works and utilities departments, City Project Manager and project design consultant. Other duties included calculating bid item quantities for progress payments, attending preconstruction meetings and assisting with project closeout, as well as coordination for materials testing with third party company and with private utility companies. Specific projects include:

- ♦ **Valencia Drive Infrastructure Improvements (\$1.5M)** - Improvements from Gilbert Street to Brookhurst Road. Work involves traffic control, water shut downs and tie-ins, grinding and repaving, and infrastructure improvements.
- ♦ **Chapman Avenue Rehabilitation (\$1.5M)** - Street and sidewalk improvements that include pot holing, grading, reconstruction and traffic control.
- ♦ **4300 N. Harbor Blvd (\$2.5M)** - On and off-site improvements for a new development. Work includes grading, paving, ADA sidewalk and ramps, curbs, gutters and driveways.

On-Call Construction Inspection City of Garden Grove, CA

Related Elements:

- ♦ Various City CIP projects including facility and street improvements

Contract Dates:

Jan. 2016 - Present

W&A Project Team

PM: Carl Wallace, PE

Inspector: Patrick Shen, QSP

Client Contact:

Mark Uphus, PE

Engineering Manager

(714) 741-5191

marku@ci.garden-grove.ca.us

W&A is providing On-Call Construction Inspection services for CIP projects. The contract includes street and roadway rehabilitation, facility, parks and utility relocation projects. Street rehabilitation projects are funded through federal, state and local sources. Inspection duties include DIR's, photo records, coordinate with project manager, traffic control, Weekly Statement of Working Days, RFI's, progress payments and quantity takeoffs. The following projects are or were supported by W&A staff:

- ♦ **City Council Chambers Renovation (\$550K)** – Renovation of City Council Chambers to upgrade the audio and sound system, new casework for council area, new walls, new flooring, lighting and painting.
- ♦ **Police Department Headquarters Renovation (\$800K)** - Renovation included flooring tile, ceiling, cabinet work, paint, lighting, seismic upgrade, bullet proof glass partition, upgrade to security cameras and communication systems, doors and hardware.
- ♦ **Harbor Boulevard Traffic Signal (\$550K)** – Arterial road traffic signal improvement that

included the installation of fiber optic cables, communication conduits, traffic signal cabinet and controller upgrades, and ADA-compliant pedestrian signals.

- ♦ **Knott Street Rehabilitation (\$2.2M)** – Project funding included the Federal Regional Surface Transportation Program. Improvements consisted of full depth reclamation and cement treatment, new curbs, gutters, bus pad and handicap ramps, installation of video detection system, traffic signal detector loops, and installation of irrigation and landscaping.
- ♦ **Westminster & Buaro Street Rehabilitation (\$2M)** – Improvements at several streets and intersection using the full-depth reclamation process. Work also involved the removal and construction of uplifted median curbs and sidewalk, bus pads, traffic striping and raised pavement markers.



On-Call Project Management, Construction Management & Inspection City of Corona, CA

Related Elements:

- ♦ Grant administration
- ♦ Variety of projects including facilities, water/sewer and road

Contract Date

May 2011 - Present

W&A Project Team

PM: Carl Wallace, PE

PM/CM: Peter Ramey, PE

John Reidinger, CCM

Inspectors: Pete Ayala,

Jin Chong, Dave Zamiski,

Dave Romero, QSP

Labor Compliance Administrator:

Heidi Nesper

Client Contact:

Nelson Nelson, PE

PW Director

(951) 817-5765

Nelson.nelson@ci.corona.ca.us

W&A is providing Project Management, Construction Management, Inspection and Labor Compliance services for development and CIP projects throughout the City. Project elements involve water and sewer pipelines, lift stations, reservoirs, streets, roadways, street lights, facilities, parks, land development and utility relocations. Relevant projects include:

♦ Grant Administration and Project Management for Various Projects (\$ Varies) -

Specific work includes managing the design consultant, acquiring and administering the grant funding, and ensuring the project plans were completed and ready for implementation. W&A's Project Manager also served as the Construction Manager for several of the projects. Current and completed projects include:

- Green River Road Widening (\$6.2M) - Major arterial road widening, utility relocations, storm drain and traffic signal work
- Ontario Avenue Cold Pavement Rehabilitation (\$1.7M) - AC pavement, ADA up-grades, curb and gutter, sidewalk, pedestrian push button up-grades, video detection, striping and other ancillary improvements
- Household Hazardous Waste Collection Facility (\$1.2M) - Construction of a new hazardous waste disposal facility
- Ontario Avenue Pipeline (\$2M) – Replacement of several hundred feet of pipeline through a major street
- Foothill East Parkway Expansion (\$20M) - Construction of a two-mile roadway with

curb, gutter, a raised median, a multipurpose trail, sidewalks, landscaping, a bridge, street lights and three traffic signals

- ♦ **Foothill Parkway West Extension (\$2M)** - Provided resident inspection services for the landscaping and irrigation portion of the \$30M Foothill Parkway West Extension project. The scope of services included all new landscaping and irrigation system for this new four-lane arterial. This project constructed two miles of new roadway providing traffic congestion relief to existing east-west City roads. Inspection duties included compliance with environmental permit, preparing daily reports, taking photographic records, coordination with the contractor and City Project Manager, RFI 's and progress payments quantity takeoffs.
- ♦ **Masters Drive Recycled Waterline and Repaving Project (\$2.5M)** - This 2.4-mile recycled waterline project was constructed through a high-volume section of four-lane arterial streets. Pipe was all Ductile Iron Pipe (DIP) with restrained joints and ranges from 8" to 12". The pipe was double bagged as the location did not have any hot soil that would require a cathodic protection system. The project included grind and overlay repaving of major arterials. Inspector's duties included daily reports, coordination for tie-ins and shut downs, and review of traffic control for compliance with specific traffic control plans. Inspector coordinated staking, potholing, materials testing and the oversight of the testing program.
- ♦ **R-3 Reservoir (\$4M)** – The project involved the removal of an aging water storage tank, electrical and control facilities and the construction a new water storage tank that stores 2.5MG of water. The new R-3 storage tank facility is a pre-stressed concrete storage tank buried two-thirds into the ground. Inspector duties included monitoring and reporting during the construction of new water piping, drain lines and valves. The project included the installation of flow meters to the new storage tank, as well as a connection to existing utilities on adjacent streets, new electrical service, instrumentation and controls allowing remote monitoring and operation of the tank. Also performed public outreach support for the project; our team passed out flyers to the surrounding neighborhood and answered or addressed any resident questions or concerns.
- ♦ **City Street Light Upgrade (\$3M)** – Construction management and inspection during the replacement of inefficient, high pressure sodium street lights with new LED street lights, as well as during the installation of a lighting control system that will be used for proactively maintaining street lights. Approximately 8,000 streetlights throughout the City were replaced in four phases over a six-month period. W&A CM worked closely with the contractor and the City to manage the contractor's six crews and provide oversight for three inspectors. The project was funded by special district property taxes that can only be used for street light operation and maintenance, as well as Gas Tax revenues.
- ♦ **Butterfield Park Recycled Waterline (\$3M)** – This half-mile directional drilled 24" HDPE and 20" DIP recycled waterline was constructed through environmentally sensitive areas adjacent to the Corona Municipal Airport. The project was fast tracked and work was performed seven-days per week with continuous activities during two-12 hour shifts daily. Inspectors' duties included daily reports, coordination with City Project Manager and with airport operations staff for construction activities and schedule coordination. Inspectors also coordinated with the environmental consultant and paleontologist.
- ♦ **CIP Facility Projects (\$ Varies)** – Provided construction management on several CIP facility projects for the City. The facility projects included two ground-up office tilt ups each 80,000 sq ft and several tenant improvement projects valued at \$1M each. Tenant improvements included a complete conversion of 60,000 sq ft office building to a Police Station and the construction of a new Type 3 Jail Facility. Responsible for all aspects of the projects including design guidance, RFIs, submittals, progress meetings, change order negotiation, community outreach, managing budget and schedule, change order negotiations and close out. Also provided facility start-up and testing prior to turnover to city staff.



On-Call Project Management, Construction Management and Inspection Services City of Murrieta, CA

Related Elements:

- ♦ CIP and development projects including facilities
- ♦ Variety of flexible services

Contract Date

Feb. 2010 - Present

W&A Project Team

PM: Carl Wallace, PE

PM: Bryan Tuschhoff, QSP

Inspectors: Eric Maher, QSP,
Dave Romero, QSP

Client Contact:

Bob Moehling, PE

City Engineer

(951) 304-2489

bmoehling@murrieta.org

W&A provides Project Management, Construction Management and Resident Inspection services to a variety of projects throughout the City. The City's CIP has a variety of projects ranging in size and duration with some being projects occurring concurrently. W&A provides the City with Project Managers, Construction Managers, Resident Inspectors and part-time Inspectors based on the project needs. Our services include monitoring and inspection during pre-construction and construction activities, assistance with project close out, managing project schedule and budgets and administrative assistance. W&A also communicates and coordinates work with the City, local gas and water providers and other stakeholders. A sample of projects includes:

- ♦ **Park and Recreation Project Management (\$ Varies)** – Project Management for oversight and management of seven projects that include the Senior Center Tenant Improvements, Community Center Tenant Improvements, Second Avenue Park, Town Square Park Phases 1, 2 & 3 and Senior Center Outdoor Recreation Area. Duties include managing designers, bid and award of construction and procurement contracts, management and observation of construction projects, coordination with City staff and community leaders, project close out and hand off to operations and maintenance.

- ♦ **Whitewood Avenue Widening Project (\$6M)** – Provided resident inspection for this roadway widening from two to four lanes for about one mile along Whitewood Avenue. Project features include 14'x7' double box drainage channel, water quality trenches in the parkways, two fully signalized intersections, R/W fencing, parkways, landscaping and irrigation, sidewalk, ADA improvements, driveways and utility relocations.
- ♦ **Madison Avenue Widening Project (\$7M)** - Provided resident inspection for this roadway widening from two to four lanes for about one mile along Madison Avenue. Project features included in the parkways, signalized intersection at Guavas, parkways, medians, landscaping and irrigation, sidewalk, ADA improvements, driveways and utility relocations.
- ♦ **Jackson Avenue Bridge Project (\$5M)** – W&A's Resident Inspector managed the construction and inspection of the bridge. Construction included a six-span arch culvert over a creek and nearly 170,000 cy of earth work, street widening from two to four lanes, construction of retaining walls, storm drain improvements and additional site improvement for the widening including pile driving and installation camber calculation and survey, abutments, steel reinforcing, concrete deck, barrier walls, pavement section and utility coordination.
- ♦ **Line D and Line D-1 Storm Drain Realignment Project (\$4M)** - Provided resident inspection services for this combination 1,000 lf of 42" RCP and 900 lf of 108" box culvert drainage improvement project. Duties included preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also included checking as-built drawings, holding weekly meetings with contractor and City staff, preparing weekly statement of working days, calculating the Quantities of Bid item work for progress payments, and preparing Daily Extra work reports for any T&M work or change order work. The project included four large junction structures, 16 manholes, site work, grading, landscaping, road crossing work at Madison Avenue, temporary shoring, NPDES/SWPPP compliance monitoring and pipeline and box culvert construction.
- ♦ **Guava Storm Drain (\$2M)** – Resident inspection for a 3,000' storm drain extension from Jefferson Avenue to Murrieta Creek. Project elements included triple box structure, grading and drainage, street improvements and bioswale drains. Gas, water and sewer lines were relocated and right-of-way was extended for the placement of power poles. W&A inspector worked closely with Riverside County Flood Control while their staff performed rebar inspections.
- ♦ **Murrieta Sports Parks (\$3M)** - Resident inspection services for new synthetic turf football and soccer fields. Project features include grading, sub-drain system, landscaping, irrigation fencing, lighting, bleachers and ancillary facilities to support the park. Duties included preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also included quality assurance and compliance with public works and building code requirements. Inspection included landscaping, irrigation, minor structures, water system, grading, curb and gutter, irrigation, SWPPP/NPDES inspections and documentation.
- ♦ **Torrey Pines Park (\$1.2M)** - Project included the renovation of existing structure for use by the community, new park with grading, playground equipment, drainage system, landscaping, irrigation fencing, lighting, bleachers, restrooms, ancillary facilities to support the park. Duties included preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Inspection included landscaping, irrigation, minor structures, water system, grading, curb and gutter, irrigation, SWPPP/NPDES inspections and documentation.



As-Needed Project Management, Construction Management and Inspection City of Irvine, CA

Related Elements:

- ♦ CIP and development projects
- ♦ Variety of flexible services

Contract Date

July 2012 - Present

W&A Project Team

PM: Carl Wallace, PE

PM: Barry Safa, PE,

William Stracker PE, TE

Inspector: Patrick Shen, QSP

Client Contact:

Rick Torres –Chief Inspector

(949)724-7653

rtorres@ci.irvine.ca.us

W&A is providing Project Management, Construction Management and Inspection services for the City. The project work includes CIP, right-of-way and grading projects. The contract includes a variety of project types including facilities, roadways, parks, annual paving, grading, street and roadway construction, and utility relocations. Recently completed and/or current projects include:

- ♦ **City Fueling Station Improvements (\$750K)** - Resident inspection for the two-tank fueling station at the main City Hall for use in fueling city fleet vehicles. Project included removal of old tanks and installation of two new tanks to house regular and diesel fuel, a new island and pumping stations. Project features include relocating other utilities, landscaping and irrigation improvements. Duties included preparation of daily reports, photographic records, construction contract administration, contract compliance, review of submittals, quantity take offs, coordination with City Project Manager and inspection supervisor. The project success was very important since the project was at City Hall and highly visible to City staff.

- ♦ **Great Park Development (\$300M)** - Resident inspection services of work that includes repairing older channels and constructing new drainage and channel facilities in support of the massive development project for the Great Park.
- ♦ **Irvine Boulevard Improvements (\$12M)** - Resident inspection on a road widening project that included traffic signals, storm drain and landscape improvements. Oversaw installation of with 72", 30" 24" & 18" storm drains, 17 drainage structures, bio-filters, domestic water 8" & 12" PVC pipe, 8" PVC recycled water, sidewalk and five signalized intersections.
- ♦ **Great Park Project Management (\$20M)** - W&A is providing the City with project management during the design and construction of City owned improvements in support of the 1,200 acre Great Park development. Duties include overall management of designers, coordination with CIP administration staff, preparing project schedules, budgets and weekly updates, management of internal Staff Engineers and Project Administrators in implementing this project to develop the previous El Toro military base. Project will house new training facility for the Anaheim Ducks Professional Hockey team and a new four rink sports complex for skating and hockey tournaments. Projects include:
 - Great Park Western Sector C Street and 8th Street Roadway and Infrastructure Project – (\$8.8M)
 - Great Park Western Sector Landscape – (\$3M)
 - Signage Project – (\$3M)
 - Lift Station Enclosure Improvements – (\$250K)
 - Basin 6, Basin 1 & Basin 3 Projects – (\$100K)
 - Portable Restroom Building Relocation – (\$85K)
 - AT&T Conduit at Festival Site – (\$80K)
- ♦ **2013/14/15/16/18/19 Annual Paving and Slurry Program (\$5M/\$9M/\$6M/\$6M/\$10M/\$7.5M)** - Annual roadway rehabilitation and slurry program. Duties include inspection and management of three contracts each year for concrete removals, roadway repaving and slurry for this annual City-wide program.
- ♦ **Five Points Development (\$150M)** - Project work includes streets, roadway, landscaping, medians, traffic signals, drainage structures, slope protection, storm drains, bridges, retaining walls, rip rap, bridge abutments and foundations. Planting and restoration is also part of the project work. Inspection duties include compliance with environmental permit, preparing daily reports, taking photographic records, coordination with contractor and Project Manager, RFI's and progress payments quantity takeoffs.
- ♦ **San Diego Creek Channel Improvements (\$1M)** - Provided resident inspection during the rehabilitation of sidewalks and pipe crossing within the channel's environmentally sensitive areas. Work included structural concrete, cut off walls, rip-rap, shotcrete, grading and coordination with environmental consultants for work in sensitive channel areas.

Joe Sampson Park Construction Management City of Rialto, CA

Related Elements:

- ♦ Park project with a building, site infrastructure, etc.

Contract Date

Dec. 2017 - Present

W&A Project Team

PM: Carl Wallace, PE

CM: John Reidinger, CCM

Client Contact:

Moises Peralta, EIT

Project Manager

(909) 421-7243

moises.peralta@rialtoca.com

W&A is providing Construction Management, Inspection and Labor Compliance services on a new \$5.2M eight-acre community park. Project features include new parking lot, pre-fabricated public restroom building, splash pad, playground equipment, shade structures and canopies, mass grading, roadway and utility improvements, pathway lighting, street lighting, storm water BMP placement and compliance, fencing, railing, basketball courts, soccer fields and community art projects. Duties include overseeing contractor's work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the City staff. Our Construction Manager oversees the construction project progress, oversees labor compliance, provides submittal reviews, responds to contractors RFI's, RFC's, processes monthly progress payments, and coordinates with local utilities, project designer and City Project Manager.



As-Needed Project Management, Construction Management and Inspection City of Rialto, CA

Related Elements:

- ♦ CIP and development projects
- ♦ Variety of flexible services

Contract Date

July 2015 - Present

W&A Project Team

PM: Carl Wallace, PE

PM: William Stracker, PE, TE

Inspectors: Pete Ayala,
Eric Maher, QSP

Client Contact:

Moises Peralta, EIT

Project Manager

(909) 421-7243

moises.peralta@rialtoca.com

W&A assists the City by providing Project Management, Construction Management and Inspection services on industrial and commercial developments. The construction of these developments includes mass grading and installation of sewer, water and storm drains. W&A Inspectors provide construction observation during the installation of sewer lines, HDPE pipes, catch basin filtration systems, storm drains and concrete placement (foundations, curbs and gutters). Inspectors verify the lining and grading of all pipes, monitor backfill activities, and check materials for compliance to the plans and specifications. Inspectors also prepare daily reports with photographs, attend meetings and work with the City and contractors to remediate any concerns or issues. Specific inspection projects include:

- ♦ Amazon Distribution Warehouse (\$90M) – 1M sq ft building that included the installation of over 3,500 lf of HDPE pipe with pipe diameter ranging from 18" to 38". Project also required inspections during the installation of storm tech isolators - which are underground stormwater detention chambers
- ♦ Renaissance East Development (\$50M) - Retail and Entertainment Center spanning 250,000 sq ft and 60 acres

- ♦ Monster Energy Drinks (\$85M) – 1M sq ft warehouse & distribution building on 48 acres
- ♦ Fedex Ground Expansion (\$25M) – 100,000 sq ft building
- ♦ I-210 Logistics Center (\$300M) – Multi-phased warehouse buildings. Several buildings are being constructed ranging from 200,000 sq ft to over 700,000 sq ft
- ♦ Numerous Residential Developments (\$ Varies) – Infrastructure and site work to prepare for construction of single family detached homes, condominiums and apartment complexes

Crown Valley Community Park Improvements Tier 1 & 2 City of Laguna Niguel, CA

Related Elements:

- ♦ Full construction management team
- ♦ Project included small facility construction

Contract Dates:

Aug 2014 – Sept 2015 (Tier 1)

June 2016 - Oct 2017 (Tier 2)

W&A Project Team

PM: Carl Wallace, PE

CM: John Reidinger, CCM

Project Engineer:

Peter Ramey, PE

Inspector: Jin Chong

Construction Administrator:

Heidi Nesper

Client Contact:

Ziad Mazboudi, PE

Project Manager

(949) 362-4341

zmazboudi@cityoflagunaniguel.org

The City of Laguna Niguel chose W&A as their Construction Manager for the award-winning Tier 1 & Tier 2 Improvements to the Crown Valley Community Park. Each Tier was a separate procurement process and contract, for a total construction value of \$15M.

The **\$10M Tier 2 Entry Improvement Project** focused on traffic and street entry improvements and new bridge and basin improvements to eliminate flooding. The project included 250' double arch multi-plate bridge and intersection improvements on major arterial at Crown Valley Parkway, spread footing with stone micropiles foundations, decorative railing and veneer facing on bridge, special bridge lighting, prefabricated detention basins with bio path filters, new pedestrian and bike trails, new parking lots, stream bed improvements including grading and rip rap placement, landscape and irrigation, recycled waterline installation, new pump station (with separate grant funding) and various other utility relocations on Crown Valley Parkway and through the interior of the park access road. Street intersection work included new foundations and traffic signals, video detection, interconnection of the two intersections on Crown Valley Parkway and traffic phasing for transfer of traffic from existing alignment to new bridge alignment. Scope of services included construction management, administration, schedule analysis, RFI, CCO submittal review and processing, progress payments, weekly meeting and monthly reports. This project was awarded the APWA Project of the Year Award in December 2017.

The **\$5M Tier 1 Recreation Project** involved a major overhaul of existing park elements and included the construction of a new amphitheater, two playgrounds, a splash zone and two new public restroom buildings. Other work included storm drain, sewer, sidewalk and area lighting, electrical and communications upgrades, fencing, irrigation and landscaping.

Extensive site work was completed. Water and sewer lines were replaced, and a new reclaimed water line was constructed. Duties included managing the construction, coordinating with the adjacent YMCA facility which included a community pool, exercise classes and community center, multiple City departments, local water and utility agencies, as well as coordinating with materials testing company, designer and surveyors, labor compliance, managing and coordinating with third party vendors. W&A also provided public relations support and resident outreach.



References

W&A brings the City nine years of successful experience in providing Construction Management and Inspection services on an on-call basis to dozens of Southern California Cities and Agencies. Our success lies in our ability to learn and understand the client's project needs and budget requirements, and then provide the right level of qualified and experienced staff. We provide the City with references below of clients with projects completed within the last five years.

Client Contact	Client Contact
City of Garden Grove Mr. Mark Uphus, PE Engineering Manager (714) 741-5191 marku@ci.garden-grove.ca.us	City of Rialto Mr. Moises Peralta, EIT Project Manager (909) 421-7243 moises.peralta@rialtoca.com
City of Irvine Mr. Rick Torres Chief Inspector (949) 724-7653 rtorres@ci.irvine.ca.us	City of Corona, Department of Public Works Mr. Nelson Nelson Public Works Director (951) 736-2266 Nelson.Nelson@ci.corona.ca.us
City of Laguna Niguel Mr. Ziad Mazboudi, PE Project Manager (949) 362-4341 Zmazboudi@lagunaniguel.org	City of Corona, Department of Water and Power Mr. Vernon Weisman, PE Senior Utility Engineer (951) 739-4912 vernon.weisman@ci.corona.ca.us
City of Torrance Mr. Steve Finton, PE Engineering Manager (310) 618-6260 Sfinton@torranceca.gov	City of Murrieta Mr. Bob Moehling, PE City Engineer (951) 461-6036 bmoehling@murrieta.org
City of Manhattan Beach Michael Guerrero, PE Project Manager (310) 802-5355 Mguerrero@citymb.info	City of Fullerton David Grantham, PE Project Manager (714) 738-6853 dgrantham@cityoffullerton.com

Wallace & Associates Consulting, Inc.**HOURLY FEE SCHEDULE****July 1, 2018 through June 30, 2019****City of Gardena****Fully Burdened Billing Rates**

Position	Rate / Range
Project Principal/Project Manager	\$ 184.00 to \$ 200.00
<i>Carl Wallace, PE</i>	\$ 184.00
Project Managers / Construction Managers	\$ 134.00 to \$ 176.00
<i>Project Manager</i>	\$ 170.00
<i>Construction Manager</i>	\$ 160.00
<i>Deputy Construction Manager</i>	\$ 144.00
Project Engineer	\$ 106.00 to \$ 180.00
<i>Chief Engineer</i>	\$ 180.00
<i>Cost / Sched Engineer</i>	\$ 168.00
<i>Project Engineer</i>	\$ 128.00
<i>Office Engineer</i>	\$ 110.00
Senior Construction Inspector	Prevailing Wage & Off-Site
<i>Senior Inspector</i>	\$ 126.00
<i>Senior Inspector</i> Late and night shift	\$ 142.00
<i>Senior Inspector</i> Overtime	\$ 170.00
<i>Senior Inspector</i> Doubletime	\$ 210.00
Senior Construction Inspector	Land Development On-Site Grading
<i>Senior Inspector</i>	\$ 114.00
Labor Compliance Auditor Specialist	\$ 80.00 to \$ 110.00
<i>Senior Labor Compliance Specialist</i>	\$ 100.00
<i>Labor Compliance Interviewer/Auditor</i>	\$ 80.00
Office Staff	\$ 80.00 to \$ 90.00
<i>Project Administrator</i>	\$ 80.00
<i>Administrative Assistant</i>	\$ 80.00

NOTES:

Rates are inclusive - Rates include related costs: professional liability insurance, overhead, vehicle, vehicle insurance, fuel, vehicle maintenance, laptop computer, heat gun, probe, smart level, cell phone and calling plan, digital camera and standard tools and equipment. All other direct expenses (Plan Reproduction, Large Printing jobs and Delivery/ Mail) will be billed at cost plus 12%. W&A does not charge job mileage or drive time or mileage to work.

Premium Time for Inspectors - Swing or Night Shift will be charged at Shift Differential Rate. Overtime for inspection staff will be used for any Overtime and Saturdays and Double Time for holidays and Sundays. We have a four hour minimum for Inspection.

Construction Inspection Prevailing Wage - For Prevailing Wage (CIP and Off-Site Inspections) Construction Inspector Position we increase rates at the time of new labor determinations for that labor class. These rate increases can occur (without advance notice) in January, April, July and October each year. We would include the DIR increase in our rates plus 100% of the total increase. Using this formula, if the DIR designates a \$1.00/hour increase, W&A would apply a \$2.00/hour increase to the established rate. In this example, our current rate of \$126.00/hour would increase to \$128.00/hour.

Subconsultant rates will be marked up by 10%.

Executive Summary

Mr. Wallace has over 27 years of experience in managing transportation infrastructure, water and construction programs for several public entities and is highly experienced in managing large scale projects during design and construction phases. He brings strong understanding of local, state and federal funding requirements, Caltrans LAPM, Greenbook Standards. Since starting W&A in January of 2010, Carl provides project and contract management services, as well as oversees all QA activity. He ensures the success of each project and provides support to both clients and personnel. His key responsibilities have included managing capital construction projects ranging from small projects to major programs with construction values up to \$500M. Specific responsibilities have included staffing, management, project delivery, on-time performance, adherence to jurisdictional requirements, hiring and managing other consultants for tasks involving testing, project controls, inspection, resident engineering and claims management, and he has personally performed these same duties for a variety of local, state and federal projects.

Project Experience

Various On-Call Inspection Projects, City of Fullerton, CA

Project Manager providing qualified inspectors for a variety of land development and CIP projects. Projects include street rehabilitation, traffic signal and intersection, water and sewer improvements, storm drain facilities, landscaping and irrigation. Oversees and monitors inspection staffing and provides Quality Assurance for our staff. Projects include:

- ♦ Valencia Drive Infrastructure Improvements- Work involves traffic control, water shut downs and tie-ins, grinding and repaving, and infrastructure improvements - \$1.5M
- ♦ Chapman Avenue Rehabilitation - Street and sidewalk improvements that include potholing, grading, reconstruction and traffic control - \$1.5M
- ♦ 4300 N. Harbor Boulevard - On and off site improvements for a new development. Work includes grading, paving, ADA sidewalk and ramps, curbs, gutters and driveways - \$2.5M

As-Needed Project Management, Construction Management and Construction Inspection, City of Corona, CA

Project Manager for a variety of street, development, water and sewer projects throughout the City. Duties include staff management, site visits, project meeting participation and problem avoidance and mitigation. Select projects include:

- ♦ Masters Drive Recycled Waterline - 15,000 lf of recycled waterline - \$2.5M
- ♦ El Cerritos Waterline and Pipe Slab Cover – DIP waterline - \$1.5M
- ♦ Metro Center Development - Mixed-use development project - \$50M
- ♦ Citywide Street and Safety Light Project – Installation of LED lights and control systems - \$5M
- ♦ Desalter Connection - Mixing station for potable water with piping and building connections - \$500K
- ♦ Reservoir-3 Replacement - DYK Tank 2.5 MG reservoir with 1.7 acre site improvements - \$3.1M
- ♦ Sampson Pressure Reducing Station – Undergrounding of Pressure Reducing Station - \$300K
- ♦ Butterfield Park 24" Recycled Water Line - Two-mile directional drill HDPE and Trenched DIP - \$1.7M
- ♦ Citrus Circle Development Project - Mixed-use development project - \$5M

On-Call Public Works & Land Development Inspection Services, City of Irvine, CA

Project Manager for providing inspection services for various projects within the City. Oversees and monitors inspection staffing and provides Quality Assurance for our staff. Projects Include:

- ♦ 2013/14/15/16/18/19 Citywide Paving and Slurry Seal Project - \$5M/\$9M/6M/\$6M/\$10M/\$7.5M
- ♦ Irvine Boulevard Pedestrian Bridges - \$4M
- ♦ Irvine Boulevard Improvements - \$12M
- ♦ Great Park Development Project - \$400M
- ♦ Five Points Development Project - \$100M
- ♦ Alton Storm Drain - \$6M
- ♦ City Hall Fueling Modification - \$1M
- ♦ San Diego Creek Channel Improvements - \$1M
- ♦ Marine Way Road Improvements - \$250K

On-Call Construction Inspection Services, Garden Grove, CA

Contract Manager for Construction services contract with the City. Overseeing staff for the following projects:

- ♦ Knott Street Rehabilitation (Federal Funds) - \$2.7M
- ♦ City Hall Council Chambers Renovation Project - \$350K
- ♦ Lampson Storm Drain Project - \$450K
- ♦ Westminster Boulevard Rehabilitation - \$1.8M
- ♦ Police Station Improvements - \$800K
- ♦ Magnolia Street Rehabilitation - \$3M

Experience:

27 years

Education:

BS, Engineering; San Diego State University

Registrations:

Registered Civil Engineer, CA #C59307

Training/Certifications:

- ♦ Caltrans Resident Engineers Academy
- ♦ FTA Grant Management
- ♦ 40-hour HAZMAT Training
- ♦ 10-hour OSHA Training

Affiliations:

- ♦ American Society of Civil Engineers
- ♦ American Public Transportation Association
- ♦ American Public Works Association
- ♦ Construction Management Association of America - Past Board Member
- ♦ American Water Works Associates
- ♦ American Construction Inspectors Association

Crown Valley Community Park, City of Laguna Niguel, CA

Project Manager for this \$15M community park improvement project. Project was completed in two phases with the key elements new amphitheatre, public restrooms, splash pad, playground equipment, tree removal, mass grading, and roadway and utility improvements, lighting, monuments, pathways, lighting, streambed construction, new double span multi-plate arch bridge, two new parking lots, pump station new water and recycled waterlines, new power panel, storm drain, subterranean biofilters and detention basins, stage, new traffic signals, intersection improvements, street and pathway lighting, stormwater BMP placement and compliance, fencing, railing, specialty stage canopies and various community art projects. Duties included overseeing consultant staff, Construction Manager, Inspector and Project Administrator, monthly reporting, monitoring construction project progress, coordination with local utility and city department staff.

As-Needed Land Development Construction Inspection Services, Rialto, CA

As Project Manager, responsibilities include staffing projects and providing QA/QC for inspection staff. Also coordinates the staff training program for this on-call contract. Project role includes inspection of various on-site and off-site inspections for land development in the City of Rialto in accordance with City standards. Recent and ongoing projects include:

- ♦ Renaissance East Development - Retail and Entertainment Center spanning a 60-acre site
- ♦ Monster Energy Drinks – 1M sq ft warehouse & distribution building on 48 acres
- ♦ Fedex Ground Expansion – 100,000 sq ft building
- ♦ Numerous Residential Developments – Infrastructure and site work to prepare for construction of single family detached homes, condominiums and apartment complexes
- ♦ I-210 Logistics Center – Multi-phased warehouses ranging from 200,000 sq ft to over 700,000 sq ft

As-Needed Construction Management and Inspection Services, Rancho California Water District, CA

Contract Manager for Construction services contract with the District. Overseeing staff for the following projects:

- ♦ Temecula Parkway Interchange, Interstate 15 / State Route 79 South Ultimate Interchange – Waterline relocation during the construction of a new interchange – \$23M
- ♦ Madison Avenue 56" Pipe Replacement - pipeline relocation project in support of a new interchange - \$4M
- ♦ New Recycled Pond No. 5 - Recycled Pond and rehab of other ponds with 1M CY's of earthwork - \$8M

On-Call Project Manager, Construction Manager & Inspection Services, City of Murrieta, CA

Contract Manager overseeing Project Manager, Construction Managers and Inspectors on variety of projects throughout the City. W&A services include monitoring and inspection during pre-construction and construction activities, assistance with project close out, managing project schedule and budgets and administrative assistance. Sample projects include:

- ♦ Whitewood Avenue Widening Project - \$6M
- ♦ Line D & Line D-1 Storm Drain Realignment - \$4M
- ♦ Madison Avenue Widening Project - \$7M
- ♦ Guava Storm Drain - \$2M

Coachella Valley Water District, Palm Desert, CA

As Project Manager, responsibilities include staffing projects and providing QA/QC for inspection staff. Also coordinates the staff training program for this on-call contract. Projects include transmission, distribution and lateral pipeline, new fire hydrants, valves and appurtenances, Cathodic test stations, vaults, sewer laterals, manholes and structures.

As-Needed Construction Management and Inspection Services Contract, City of Manhattan Beach, CA

Project Manager for Inspection Services for variety of transportation, parks, water and sewer projects:

- ♦ Sepulveda Watermain Replacement - Two-mile 12" mainline replacement project - \$1.5M
- ♦ Marine Drive Soccer Field - New Synthetic Turf and Utility project - \$1.5M
- ♦ 2012/2013 Sewer Manhole Replacement – Sepulveda Avenue Sewer MH Replacement project - \$400K
- ♦ 2012/2013 Sidewalk Repair - Sidewalk improvement project for streets Citywide - \$700K

As-Needed Construction Inspection Services, 91 Freeway Expansion, Corona, CA

As Project Manager, responsibilities included staffing for this federally funded project and providing QA/QC for inspection staff. Also coordinated the staff training program for this on-call contract. Project role included inspection of all water and sewer improvements in accordance with City of Corona standards. Staffing included four full time inspectors for night and day shifts.

Wastewater Treatment Plant Program Management, Valley Center Water District, Valley Center, CA

Construction Program Manager for this \$20M Federal EPA funded program with three construction contracts to upgrade the District facilities. Projects included:

- ♦ Woods Valley Treatment Plant Upgrade - Facility capacity upgrade from 75,000 to 275,000 GPD - \$10.5M
- ♦ Charlan Road Recycled Pond - New recycled pond to provide irrigation water to the nearby golf course - \$5M
- ♦ South Collection System - New system with 17,000 lf of gravity main trunk line on a portion of Valley Center Road - \$3M

Executive Summary

Mr. Ramey brings over 30 years of project and construction management, engineering and inspection experience on public agency and local government projects. He has provided services on hundreds of projects for the Los Angeles Department of Water and Power and for the cities of Corona, Lake Elsinore, and Moreno Valley. Assignments have ranged from street improvements and highway/bridge widenings to water/sewer pipeline rehabilitation and new facility construction projects. Peter's duties included construction administration, deputy inspection, contract schedules, supervision of contract forces for compliance with plans and specification, prevailing wage compliance verification and certification, resident engineering, engineers cost estimates, plan check street improvement plans, provide project specifications (Notice Inviting Bids, Agreements, General Provisions, Technical Provision and Standard Plans). He brings strong experience and working knowledge of Greenbook, Caltrans Local Procedures Manual, ARRA, CBDG and federal funding project requirements and administration.

Experience:

30 years

Education:

B.S. Civil Engineering, CA State Polytechnic University

Registrations:

Registered Civil Engineer CA #42822

Specialties:

- ♦ Water, Sewer and Storm Drains
- ♦ Roadway and Street Improvements
- ♦ Project Management

Project Experience

Multiple Capital Improvement Projects, City of Corona, CA

Project/Construction Manager providing the City with construction management, project management and inspection services on a variety of improvement projects. Main responsibilities center around the installation of water/sewer pipelines and storm drains for both new construction and relocation projects. Inspected the grading, excavation and installation of various project elements for adherence to plans and specifications. Provides construction administration, cost estimates, and reviews documents for contract compliance. Projects include:

- Grant Administration and Project Management for Various Projects - Project Manager overseeing the design consultant, city staff, acquiring and administering the grant funding, bidding & awarding the construction contract, and then managing the construction contract on multiple projects including the \$6.2M Green River Road project that included roadway widening and replacement, utility relocations, storm drain and traffic signal work and the \$1.7M Ontario Avenue Cold Pavement Rehabilitation project. Specific work includes managing the design consultant, acquiring and administering the grant funding, and ensuring the project plans were completed and ready for implementation.
- Ontario Avenue Pipeline – Replacement of several hundred feet of pipeline through a major street. (\$2M)
- Butterfield Recycled Waterline - Connect 5600' of 12" pipe to an existing pipeline to provide Park with reclaimed water. (\$2M)
- Annual Alley Rehabilitation – Resurfacing and associated work. (\$700K)
- Green River Widening – Roadway widening to increase lanes to reduce congestion. Project involved relocation of water & sewer lines to accommodate construction activities. (\$8M)
- Foothill East Parkway Expansion – Construction of a two-mile roadway with curb, gutter, a raised median, a multipurpose trail, sidewalks, landscaping, a bridge, street lights and three traffic signals. (\$20M)

Crown Valley Community Park- Tier 2, City of Laguna Niguel, CA

Project Engineer for a \$5M park improvement. Provided submittal and RFI reviews. The project included 250' double arch multi plate bridge and intersection improvements, spread footing with stone micro-piles, decorative railing and lighting, pre-fab detention basins, new parking lots, bio filters, stream bed improvements, path and trails, landscape and irrigation, recycled waterline and pump station, utility relocations.

Annual Paving Program, City of Indian Wells (FAMD #1), CA

Project Design and Construction Manager for a slurry and paving program valued at \$750K. Project features include slurry, cape seal and pavement reconstruction for 20 miles of roadway within the Indian Wells Country Club. Duties included preparation of plans specifications and estimates, bidding and awarding the construction contract, managing the field work and performing all contract administration for this 5-year program.

Capital Improvement Projects, City of Lake Elsinore, CA

Project Manager overseeing several projects throughout the City. Oversaw construction activities, provided construction inspection oversight, contract administration and engineering guidance. Projects included:

- ♦ Rosetta Canyon Fire Station and Park – Construction of an 8,000 sq.ft fire station and a park. (\$5.9M)

- ♦ Hwy-74 Widening at Interstate 215 – Expansion and improvements of local highway. (\$5.2M)
- ♦ City Hall and Cultural Center – Seismic retrofit of a historic building. (\$1M)
- ♦ Boat Launch Project – 400-foot long, six-lane launch and site improvements to the City owned lake. (\$7.3M)

Capital Improvement Projects, City of Moreno Valley, CA

Project Manager for the City for 16 years overseeing several dozen projects. Provided design and engineering oversight, contract compliance and management, and oversight/inspection of construction activities. Used diverse experience and capabilities to manage sewer/water improvements, street improvement and widening projects, and construction of fire and police facilities. Select projects include:

- ♦ Perris Blvd. Street Rehabilitation and Storm Drain Improvements – Street, curb, gutter and storm drain improvements to improve accessibility and drainage (\$1.2M)
- ♦ Public Safety Facility (Police Station) – Construction of a new Police Station. (\$7.9M)
- ♦ Roadway Widening Storm Drain Line P-3 - Street, curb, gutter and storm drain improvements. (\$243K)
- ♦ Street Widening & Storm Drain Line H-3 - Street, curb, gutter and storm drain improvements. (\$1.1M)
- ♦ College Park Fire Station – New fire station construction that included site improvements. (\$2.5M)
- ♦ Towngate Fire Station – Construction of a new fire station. (\$1.1M)

City of Los Angeles Department of Water and Power, Los Angeles, CA

Project Engineer providing design, engineering and field construction oversight of Water and Power projects throughout the City. Worked on distribution centers that included 2MG water tanks and fire suppression systems, converter stations, maintenance facilities and parking structures.

Executive Summary

Mr. Safa is a registered Civil Engineer and a licensed Contractor with 30 years of experience in resident engineering, construction inspection, construction engineering, and project management on a variety of construction projects including storm drain facilities, water and wastewater facilities, roadway, and structures. These have included major arterial roadways, large reinforced concrete structures, retaining walls, reinforced concrete flood control channels and box culverts and other structures, water reservoirs, pump stations, aeration basins, clarifiers, sludge drying beds, pipelines, industrial plants, and other public works projects. Barry's experience includes contract administration, CPM scheduling, claim dispute resolution, partnering, construction inspection and material sampling and testing. His experience in maintenance engineering has provided him with awareness to maintenance and operation issues, which benefits project owners. Barry also brings design experience that enables him to effectively communicate with the design engineers to the benefit of his projects. His design experience includes meeting with the project owner to determine the owner's needs, design calculations, studies, design details, preparation of plans and specifications, and other design engineering tasks. Barry's project management experience includes contract administration, project scheduling, claim prevention, managing technical staff and working closely with the owner.

Experience:

30 years

Education:

Construction Management;
University of CA, Los Angeles

BS, Civil Engineering; University of
CA, Davis

Registrations:

Registered Civil Engineer, CA
#C37137

Specialties:

- ♦ Water, Sewer and Storm Drains
- ♦ Pump Stations
- ♦ Land Development
- ♦ Streets and Roads

Project Experience

Great Park Development, City of Irvine, CA

Project Manager for the design and construction of City owned improvements in support of the 1,200 acre Great Park development. Projects include:

- ♦ Great Park Western Sector C Street and 8th Street Roadway and Infrastructure Project - \$8.8M
- ♦ Great Park Western Sector Landscape Project - \$3M
- ♦ Lift Station Enclosure Improvements - \$250K
- ♦ Basin 6, Basin 1 & Basin 3 projects - \$100K
- ♦ Portable Restroom Building Relocation - \$85K
- ♦ AT&T Conduit at Festival Site - \$80K

Duties include overall management of designers, coordination with CIP administration staff, preparing project schedule, budgets and weekly updates, management of internal staff engineers and project administrators in implementing this project to develop the previous El Toro military base. Project will house new training facility for the Anaheim Ducks Professional Hockey team and a new four rink sports complex for skating and hockey tournaments.

PCH Safety Improvements, City of Torrance, CA

Resident Inspector for this \$1M roadway improvement project along historic Pacific Coast Highway (PCH) within the City of Torrance. The project included new roadway edge, lead abatement clean-up, metal beam guardrail and fencing improvements along PCH. Duties included preparing daily reports, reviewing bid quantities for progress payments, resolving site issues with the contractor, construction quality assurance, coordination with materials testing company, photographic records and coordination with Highway Patrol, City staff and other stakeholders for this high-profile project.

San Seavine Flood Control Channel, County of San Bernardino, CA

As Project Manager during the final stages of design and through construction, worked closely with the project owner on resolving construction matters. This \$18M project was a unique channel that was designed for a 100-year flood event, but had the capacity to divert excess flood water into a reservoir during greater flood events. The channel was about one and a half miles long and it crossed a major freeway (I-10), an active and busy major railway yard with several tracks, several high-pressure petroleum transmission pipes and communication cables. Coordination with the owners of these facilities was a challenge requiring an understanding of the needs of these facility owners and creative thinking to resolve the issues through win-win situations.

Linda Vista Complex Reservoir, City of Anaheim Water Utilities Department, CA

As a Construction Manager of the \$8.5M project, supported the City staff in managing the construction of a 4MG pre-stressed concrete reservoir, using DYK technology. The project also included the construction of two separate pumping stations for two different zones located in the same site.

Water Pump Station Upgrade, City of Garden Grove, CA

As Construction Manager and Resident Engineer, oversaw the construction work during the upgrade of a water pump station consisting of three engine-driven booster pumps and an engine-driven well production pump. The work consisted of replacing engines and pumps with new equipment, as well replacement of discharge piping, building modifications, and instrumentation. The project was completed successfully as the construction was completed with only planned disruptions of service. The facility pumped water into the City's distribution system at all times, except short shut-down periods lasting only a few hours each time.

Cedar Road & Lytle Creek Road Improvements Project, County of San Bernardino, CA

Construction Manager for \$4M roadway improvement project. Project features included grading, aggregate base paving, removals, utility relocations, storm drain improvements, retaining walls, guard rail installation, and other appurtenant work. The Lytle Creek Road was the only access to a remote community. Work had to be completed to not adversely affect the traffic in the area or emergency response times.

Wastewater Treatment Plant Expansion, City of Riverside Public Works Department, CA

As Project Manager, provided oversight of construction quality control during the construction phase of the wastewater treatment plant expansion project. The project required providing construction inspection at the job site, as well as equipment quality control at the manufacturer's facilities in a foreign country. The owner required design of electrical facilities for the plant expansion. This service was provided using qualified electrical engineers with Project Manager's oversight and coordination with City staff. Responsibilities included documentation of key construction activities on behalf of the City.

Concrete Sewer Rehabilitation Program, South Gate, CA

As Project Manager for engineering services, provided engineering services for a three-year prioritized program for rehabilitation of the City's sewer system. This phase of the sewer rehabilitation was funded by a South Gate Water Authority \$30M bond issue and will encompass the repair, replacement, and rehabilitation of approximately 320,000 lf of concrete sewer pipe.

Various Sewer Main Construction Projects, City of Pomona, CA

Project Manager for on-site construction management and inspection services for approximately 10,000 lf of 12" and 15" sewer pipe with an approximate project cost of \$2M, in busy City streets in commercial and residential areas. Work included installation of tunnels under two railroad crossings.

El Toro Road Widening, City of Lake Forest, CA

As a Project Manager during the construction phase of this \$27M project, provided support to the City and oversaw the work of the construction management team including the resident engineer and construction inspector on the project. El Toro Road is a major arterial road with a heavy traffic load. Work consisted of widening the street, adding new sidewalks, relocating existing utilities and installing new utilities. The work was phased to allow public traffic and access on the street during construction activities and traffic control plans in place was very important to the implementation of this project. Duties included weekly meetings, monthly reports, negotiating contract change orders, coordination with utility companies and Caltrans for ramp improvements, coordination with developers along both sides of the street, reviewing traffic control plans, working with City staff and the contractor to minimize project problems and resolving any problem in a timely manner.

Utility Infrastructure and Roadway Improvements – East Los Angeles College, Los Angeles, CA

Provided construction administration services on a \$30M utility infrastructure and roadway improvement project on the East Los Angeles College Campus. Duties included oversight during the construction phase of the project. The roadway improvements and utility construction in the roadways had to be done in such a manner as to allow continued use of the roadways in a safe manner. Construction activities were completed with adequate noise control in such a way that class room activity would not be disturbed. This required conducting some elements of the work at night between 10 PM and 6 AM. Additionally, provided utility coordination and support services on other projects on the college with an estimated construction cost of about \$400M.

Executive Summary

Mr. Reidinger has over 26 years of experience in construction and project management for public and private projects within Southern California and internationally. He has extensive experience managing the day to day challenges of construction projects. John's greatest strength lies in his ability to visualize the finished product in its roughest form. He has experience in a variety of construction projects including construction management, personnel management, environmental compliance, city and agency permitting, plant science, management of site staff and contractor's staff, coordination with agency/owner staff for operational start up and design implementation. His extensive project experience includes roadway, bridges, intersections and traffic signals, grading, staging, landscaping and irrigation, drainage structures, water and sewer, maintenance facilities, club house and community centers, signage, monuments lighting, parking lots and paving, storm drain structures, retaining walls and various park facilities. John has managed and enforced environmental protection of impacted and non-impacted areas within the project and adjacent properties, while maintaining productive construction progress. He has also managed rough grading projects more than 12M cubic yards, with varying degrees of soil and weather conditions. John's extensive background in managing all facets of major public projects has allowed him to build a successful track record in completed complex projects. He is a seasoned self-starter who will represent our clients whole heartedly and will get the job done.

Experience:

26 years

Education:

BA, Management; Michigan State University

Registrations:

Certified Construction Manager
Licensed General Contractor – Class B #933534

Specialties:

- ◆ City Infrastructure
- ◆ Parks/Recreation
- ◆ Facilities

Project Experience

Joe Sampson City Park, City of Rialto, CA

Construction Manager for this \$5.2M new 8-acre community park project. Project features include new parking lot, public restrooms, splash pad, playground equipment, shade structures and canopies, mass grading, roadway and utility improvements, pathway lighting, street lighting, storm water BMP placement and compliance, fencing, railing, basketball courts, soccer fields, community art projects incorporated throughout the project. Duties include overseeing contractor's work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the City staff. Manages the construction project progress, oversees labor compliance, provides submittal reviews, responds to contractors RFI's, RFC's, processes monthly progress payments, and coordinates with local utility, project designer and City Project Manager.

Citywide Street and Safety Light Project, City of Corona, CA

Provided construction management during the replacement of inefficient, high pressure sodium street lights with new LED street lights, as well as installation of a lighting control system that will be used for proactively maintaining street lights. Approximately 8,000 streetlights throughout the City were replaced in four phases over a five-month period. Worked closely with the contractor and the City to manage the contractor's six crews. The project was funded by special district property taxes that can only be used for street light operation and maintenance, as well as Gas Tax revenues.

Crown Valley Community Park, Tier 2 Entry Improvements, City of Laguna Niguel, CA

Construction Manager for \$10M Tier 2 Entry Project focused on street and entry improvements and new bridge and basin improvements to eliminate flooding. The project included 250' double arch multi-plate bridge and intersection improvements on major arterial at Crown Valley Parkway. Street intersection work included new foundations and traffic signals, video detection, interconnection of the two intersections, sidewalk and ADA improvements at both intersections and across bridge into parking lots with ADA and sidewalk ramp improvements on and adjacent to Crown Valley Parkway. Construction included traffic phasing for transfer of traffic from existing alignment to new bridge alignment. Other project elements include spread footing with stone micropiles foundations, decorative railing and veneer facing on bridge, special bridge lighting, prefabricated detention basins with bio path filters, new pedestrian and bike trails, new parking lots, stream bed improvements including grading and rip rap placement, landscape and irrigation, recycled waterline installation, new pump station (with separate grant funding) and various other utility relocations on Crown Valley Parkway and through the interior of the park access road. Responsibilities included construction management, administration, schedule analysis, RFI, CCO and submittal review and processing, progress payments, weekly meetings, monthly reports and coordination with various City departments and utility agencies.

Crown Valley Community Park, Tier 1 Recreation Improvements, City of Laguna Niguel, CA

Construction Manager for this multiple award winning \$5M community park improvement project. Project features included new amphitheatre, public restrooms, splash pad, playground equipment, tree removal, mass grading, roadway and utility

improvements, stage lighting, pathway lighting, street lighting, storm water BMP placement and compliance, fencing, railing, specialty stage canopies and various community art projects incorporated throughout the project. Duties included overseeing contractor's work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the city staff. John was also managed the construction project progress, oversaw labor compliance, provided submittal reviews, responded to contractors RFI's, RFC's, processed monthly progress payments, and coordinated with local utility, community artists and City department staff.

City Hall Landscaping Improvement Project, Corona, CA

Construction inspector for this \$300K replacement of existing landscaping and irrigation to new drought tolerant pallet of species and irrigation system. Duties include ensuring contractor compliance with project plans and specifications; preparing daily documentation of the project and coordinating with City operations staff and Project Manager.

Salt Creek Trail, City of Laguna Niguel, CA

Construction Manager for this \$600K trail Improvement project. Project features include multi use trail with retaining walls, monuments, trail signage, planting, DG trail surface, landscape ties and utility relocation. Duties included overseeing contractor's work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the City staff, managing the construction project progress, overseeing labor compliance, providing submittal reviews, responding to contractors RFI's, RFC's, processing monthly progress payments and coordinating with local utility and City department staff.

2013 Annual Sewer Manhole Rehabilitation Project, Manhattan Beach, CA

Resident Inspector for this \$300K Rehabilitation of sewer manholes and lid replacements throughout the City. Work included primary arterials like Sepulveda Street which required Caltrans coordination and traffic control. Duties include ensuring contractor compliance with plans and specifications, prepare daily documentation of the project, administer the contract, prepare and negotiate contract change orders, respond to RFIs, process submittals, coordinate materials testing subconsultant, and coordinate with City departments.

Citrus Circle Utility Project, City of Corona, CA

Construction Inspector for this \$400K utility project providing new fire service lines, new potable water lines and irrigation lines for development project. Duties include ensuring contractor compliance with plans and specifications, prepare daily documentation of the project and coordinating with City operations staff and project manager.

Marine Drive Park Soccer Field, City of Manhattan Beach, CA

Construction Manager for this \$1.5M synthetic turf park project. Project features included water tie ins, recycled waterline extensions, parking lot improvements, fencing, walls and lighting. Duties included ensuring contractor compliance with plans and specifications, prepare daily documentation of the project, administer the contract, prepare and negotiate contract change orders, respond to RFIs, process submittals, coordinate materials testing subconsultant and coordinate with City departments.

Santa Monica Downtown Traffic Signal Upgrades, Santa Monica, CA

Construction Manager on this \$4M federally funded fiber optic interconnects and video detection traffic signal project throughout downtown Santa Monica and at several critical outlying intersections. The project included numerous intersection, pedestrian ramps and traffic signal improvements at major intersections. Project included traffic staging and road closures for arterial downtown streets with heavy pedestrian traffic, street improvements, utility connections and proactive public relations.

East Orange County Water District, Stoller Reservoir, Orange, CA

Construction Manager for a 250,000-gallon water tank installation including piping, electrical monitoring equipment and site improvements. Managed inspection staff, project schedule, submittals, change orders, construction observation and project close-out management.

El Toro Water District - Administration Building Improvement Project, El Toro, CA

Project Manager for the upgrade and remodel of a 2,200sf administration building. The upgrade consisted of a 2,200 sf building extension, HVAC, electrical replacement and interior remodeling. Responsibilities included all aspects of project management, from project initiation to the project completion. Management of field inspection staff included special inspection and deputy inspection staff, oversight of all work to ensure quality workmanship, and monitored adherence to the safety policy and timeline.

Executive Summary

Mr. Tuschhoff brings 30 years of experience in Project Management, Construction Management and Construction Inspection. Bryan has worked on a diverse group of projects, which have included underground installation of wet and dry utilities including electrical, sewer, water, storm drain, oil and jet fuel pipelines, all types of asphalt paving operations, structural and architectural concrete placement. His experience also extends to mass grading earthwork operations, pile driving, caisson column installation, environmental remediation and mitigation, surface water/storm water management, SWPPP compliance, structural and architectural steel erection, and SCADA system installation. He has worked on new construction projects as well as rehabilitation and improvement projects. His comprehensive experience provides him with the ability to identify potential project issues early and propose various mitigation options.

Project Experience

Parks and Recreation Facility Project Manager, City of Murrieta, CA

Project Manager for a series of \$8M park and recreational facility projects for the City. Responsible for oversight and management of seven projects as embedded staff working out of the City offices. Specific projects in construction include the Murrieta Senior Center Improvements with \$400K in tenant improvements including new paint, carpet, tile, window coverings, bathroom fixtures, security system upgrades and new TPO roof system. Another project is the Murrieta Community Center Improvements with \$232K in tenant improvements including paint, tile, ADA elevator lift, aluminum ramp and refinishing the hardwood stage floor. Responsibilities for these projects encompass management of the construction phase of the work including coordination with City management and staff, pre-construction contractors bid tabulation and analysis, project management and construction management of the contractor's work, construction contract administration, submittal and RFI review, weekly project progress meetings, progress payments, change orders, construction inspection, project turnover and close-out. Also responsible for managing the design phase of several projects with responsibilities including coordination of the design review team meetings, follow up with the architect and engineer on design revision deliverables, monthly up-dates to Engineering Manager and City Council. Projects in design include:

- Town Square Park – Engineer's estimate \$6.1M
- Well Rehabilitation – Engineer's estimate 80K
- Outdoor Recreation Area – Engineer's estimate \$1.1M
- Second Ave./ Pioneer Park – Engineer's estimate \$200K
- Police Station Re-roof – Engineer's estimate \$300K

White Avenue Street Rehabilitation Project, City of Pomona, CA

Lead Construction Manager for this \$2.4M ARRA funded, Caltrans administered, 1.5 mile roadway improvement project. Responsibilities included Caltrans coordination, ARRA funding compliance and supervision of construction management and construction inspection staff. This community sensitive project included extensive construction scheduling coordination with the contractor and Pomona Fair Plex to provide new asphalt pavement along all White Avenue entry points to the Pomona Fair Plex parking lots and commons.

Capital Improvement Projects, Elsinore Valley Municipal Water District, Lake Elsinore, CA

Lead Construction Manager for this multiple project program of Capital Improvement Water and Recycled Water projects. The \$2.75M CIP program included five individual projects with more than 16,000 lf of 6", 8", 12" and 16" ductile iron distribution pipeline and associated water meters (included 1,509 new Automatic Reading Water Meters), 1,500 lf of 4" PVC recycled waterline with 3,500 sprinkler heads, replacement of inoperative and broken gate valves at four intersections, and the interconnection of two water pressures zones. Responsible for organizing and conducting pre-construction meetings, setting up the document control system and getting the construction inspection team ready to begin work.

Sewer Main Construction, East Valley Water District, Highland, CA

Project Manager while also providing oversight of construction inspection services for construction of this \$300K onsite sewer improvement project located in the new residential housing tract (WS 0000 Tract #17681). Construction included installation, backfill, pressure testing and tie-in to existing facilities of 2,071 lf of 8" PVC sewer main line, construction of 14 sewer manholes, and installation of 64 new sewer service laterals. Responsibilities included coordination with the EVWD Project Manager, construction scheduling, budget management, review of daily construction reports and photographic documentation, traffic control and punch list completion.

Experience:

30 years

Education:

BS, Physical Geography & Earth Science; Western Illinois University
Project Management Certification; University of California, Irvine

Registrations:

Qualified SWPPP Practitioner, QSP #20944

Certified Inspector Sediment & Erosion Control (CISEC) #0444

Specialties:

- ♦ Wet & Dry Utilities
- ♦ Capital Improvements

AMI Phases II & III and DCU Poles, Elsinore Valley Municipal Water District, Lake Elsinore, CA

Construction Manager for this \$4M Grant Funded Advanced Metering Infrastructure (AMI) Phases II & III and DCU Poles Projects. The project included three separate contracts for the installation of more than 46,000 new Aclara Water Meter Transmission Units (MTUs) and 11 Data Collection Unit concrete and wooden antenna poles to create an advanced meter data management system for the District via Aclara's proprietary network.

Small Meter Replacement Project (Southwest District), Golden State Water Company, Los Angeles, CA

Project Construction Manager during the installation of over 5,000 new water meters ranging from 3/4 "to 2" throughout various communities. This \$700K project includes close coordination with operations and maintenance staff to schedule work of two contractors within the constraints of the billing cycles and meter reading routes. Construction inspection services included contract compliance, material management of owner provided meters and materials to two separate contractors, coordination with multiple City jurisdiction and management staff.

Jackson Avenue Bridge, City of Murrieta, CA

Construction Manager/Inspector during construction of the structural concrete support components of this 195' cast-in-place arch-culvert structure, consisting of six 24' wide arch cells that extend over Warm Springs Creek at the City of Murrieta's border with Temecula. This 12 month, \$7.3M project connects Murrieta's Jackson Avenue with Temecula's Ynez Road and replaced the existing "Arizona Crossing." Responsibilities included daily observation, documentation and digital recording of the erection of the concrete falsework and formwork, steel rebar installation, structural concrete placement, scheduling of concrete material sampling and testing, quality control monitoring and logging of concrete materials, pour dates, and laboratory test break results, organization of applicable RFI's, and submittals, concrete pour schedule review, and coordination with the Design Engineer, City of Murrieta Project Manager and City Engineer.

Plant 40 Pump Station Improvement, East Valley Water District, Highland, CA

Construction Manager/Inspector during construction of this \$817K pump station improvement project that included four vertical turbine pumps and motors, flow meters, instrumentation, telemetry and SCADA control system installation, electrical and lighting system improvements and structural steel canopy installation. Responsible for factory witness testing of the pumps and motors, approval of progress payments and change orders, inspection and documentation of the plant construction work, preparation of daily reports, photo documentation, recording and observation of pressure testing, chlorination and dechlorination, plant startup and commissioning.

Plant 137 & Live Oak Road Pipeline Replacement, East Valley Water District, Highland, CA

Construction Manager/Inspector for the installation of approximately 3,185 lf of 12" ductile iron waterline and appurtenances through the rocky foothills of a residential neighborhood. Construction of this \$717K project also included demolition of existing treatment train equipment and construction of facility site improvements at Plant 137. Responsible for daily observation, documentation and digital recording of the contractor's work, coordination and scheduling of material testing and quality control, monitoring traffic control measures and documenting storm water BMP installation and maintenance, community relations and coordination with public utility agencies, attending bi-weekly progress meetings, assisting in the processing of change orders, construction schedule reviews, progress payments, RFI's, submittals and checking site safety procedures.

Utility Relocation, SbX - E Street Transit Corridor Bus Rapid Transit, San Bernardino Municipal Water District, San Bernardino, CA

Construction Manager/Inspector for the water utility relocation portion of project. This \$191.7M rapid transit improvement project included 15.7 miles of new public transportation bus route through the downtown San Bernardino area. Responsibilities included inspection of the contractor's work for the relocation and/or replacement of existing water main pipeline, fire hydrants, commercial water meters, associated service laterals and appurtenances during alternating day and night work shifts. Duties included extensive daily coordination with SBMWD and the contractor to successfully execute water service interruptions and/or full water main shutdowns, chlorination, flushing and residual chlorine testing, bacteriologic sampling analysis, preparation of daily reports and photo documentation, preparation of tie-sheet record documents and creation of as-built drawings.

Executive Summary

Mr. William (Bill) Stracker, PE, TE has served in executive management positions in both the public and private sectors. This experience includes serving as the Director of Public Works and City Engineer. As an extension of staff, Bill's experience allows him to work closely with City management and department heads to maintain the most efficient and effective team available to the City. He understands the political process and makes informative presentations to City and regional agency Council Boards and Committees. Bill's diverse background allows him to work effectively across a wide range of project teams including transportation, highways/streets, municipal engineering, water, wastewater, drainage and structures. He has managed more than 75 projects involving traffic signal and signal coordination systems, street rehabilitation, bridge, grade separation, railroad crossing protection and Safe Routes to School projects for agencies throughout Southern California. These projects have used federal, state and other types of funding. He has performed value engineering and constructability reviews for major transportation and water projects. He maintains schedules and budgets for the assigned projects. He is a respected leader with the ability to mentor staff and direct successful project teams in combination with proven analytical, written and communication skills.

Experience:

30 years

Education:

BS, Civil Engineering; Cal State University, Long Beach

Graduate Studies, Civil Engineering; Cal State University, Long Beach

Registrations:

Registered Civil Engineer, CA
#C25082

Registered Traffic Engineer, CA
#0985

Specialties:

- ♦ Program/Project Management
- ♦ Public Works
- ♦ Multiple City Coordination
- ♦ Water/Sewer Infrastructure

Project Experience

Renaissance East - On Site Development, City of Rialto, CA

Project Manager assisting the City with a \$2M development. Responsible for overseeing the developer and contractor and monitoring the overall project schedule and budget.

Great Park Wayfarer Signage Program, City of Irvine, CA

Project Manager for this \$3M project to provide directional and monument signage throughout the Great Park development to guide residents through this large area. Duties include management of design consultant, preparation of bid documents, constructability review, construction management and contract administration.

Multiple Public Works Project, City of Lynwood, CA

Bill served as the City's Director of Public Works/City Engineer/Utilities Director. In this role, Bill managed a four-division department that included engineering, water/wastewater/storm water management, traffic/transit/street light/ electrical facilities operations and fleet operations. He was the Executive Leader of over 50 employees and 60 vehicle fleet. Worked as an interdepartmental team to keep projects on schedule to meet grant fund deadlines. Program/Construction Manager for several projects of a \$40M capital improvement program. Select projects included:

- ♦ City Hall Annex Building - 8,500 sf Construction Manager At Risk project
- ♦ Community Center - 9,500 sf building funded by Prop 84 Grant
- ♦ Various Water Infrastructure Improvements – Installation of a SCADA system, system rehabilitation of three wells, site beautification of nine wells and replacement of aged water system facilities
- ♦ Street Rehabilitation Projects - \$10M program to improve streets throughout the City
- ♦ City Natatorium Rehabilitation – Included electrical system upgrades
- ♦ Water Rates Study and System Assets Review
- ♦ Reclaimed Water Projects – Various projects related to reclaimed water funded through Prop 84 Grant
- ♦ City Parks Projects – Rehabilitation of park amenities including the remediation of mold from a large snack building

Multiple Projects, Program Manager and City Engineer, City of Norwalk, CA

Responsible for capital projects oversight, utilities tax approval, \$5M in local street improvements, water master plan and rate study, funding for a Regional Transportation Center, I-5 widening JPA technical assistance, budget, I-5 Freeway improvement feasibility and a City gymnasium construction oversight.

Reclaimed Water Distribution and Transmission Pipeline, Army Corps of Engineers/City of Lancaster, CA

Project Manager responsible for managing the design and construction administration of a \$10M, five and a half-mile reclaimed water distribution and transmission pipeline for a joint Army Corps of Engineers/City of Lancaster project located in streets with heavy traffic and substantial substructures in the City. Project included "jack and bore" beneath railroads and intersections.

Santa Barbara Mission Creek, Army Corps of Engineers/Santa Barbara County, CA

Project Manager for this \$5M award-winning Project of the Year that improved the Santa Barbara Mission Creek, north of State Street and Cabrillo, a joint Army Corps of Engineers/Santa Barbara County project. The project involved widening the creek from 33' to 55' and included mitigation of significant environmental issues/wetlands, innovative construction methods and the installation of aesthetic wall treatments.

Front Street Waterfront and Street Improvements, Port of Los Angeles and Bureau of Engineering, CA

Project Manager for \$7M of improvements for a coastal bikeway, street rehabilitation, hazardous facilities, pedestrian walkway, street lighting, Port history monumentation, traffic signals, and railroad /PUC coordination and improvements, which were challenges to design and construct. Project extended from Harbor Drive to Pacific Avenue in San Pedro.

Baseline Road and Sierra Highway, City of Fontana, CA

Project Manager for the \$10M widening (70' to 120') and realignment project including two miles of roadway, intersection analysis and design and right-of-way engineering.

Dale Street Union Pacific RR Grade Separation, City of Buena Park, CA

Project Manager for the Union Pacific grade separation and Brea Creek Bridge widening on Dale Street and intersection alignment at Malvern adjacent to the Metrolink Station.

I-110/SR47/C Street and Gibson Street Interchange, Port of Los Angeles, CA

Program Construction Manager responsible for managing a staff of four for the oversight of the \$33M Port of Los Angeles construction and inspection consultant team for the I-110/SR47 and Gibson Street Interchange project.

Lambert Road/La Habra Boulevard and Beach Boulevard (SR-39)/La Habra Boulevard, Anaheim, CA

Project Manager for the intersection widening and median improvements.

Traffic Congestion and Neighborhood Traffic Calming Initiative, City of Beverly Hills, CA

Program Construction Manager with duties including reactivating and implementing a comprehensive Traffic Congestion and Neighborhood Traffic Calming Initiative in Beverly Hills south of downtown and Wilshire Boulevard.

Santa Ana River/Seven Oaks Dam, Aggradation & Fish Sustainability Environmental Study, USACE, CA

Project Manager for the analysis of timed water flow releases in the Santa Ana River and its erosive effects on the channel and the impacts on the fish habitat.

Northridge Earthquake \$1.5B Rebuilding and Recovery Program, County of Los Angeles, CA

Served as principal member of joint venture and program manager overseeing a staff of 50 that coordinated all aspects of the recovery efforts including working with insurance underwriters, FEMA/OES activities, property owners, and politicians for damage evaluations, recovery concepts and costs, design oversight and documents control.

Multiple Projects, City of Laguna Woods, CA

Served as Public Works/City Engineer responsible for developing a department responsible for new City, OCTA TAC and major capital project funding for Smart Street design representation to the County.

Multiple Projects, City of La Habra, CA

City Engineer responsible for capital project design/construction oversight, redevelopment, Imperial Highway Smart Street project oversight, budget and Union Pacific greenway/bikeway funding assistance.

Executive Summary

Mr. McCredie has over 30 years of construction industry experience for all types of public works projects. He has worked as a contractor for large infrastructure projects in Southern California and has held numerous positions including Construction Inspector, Quality Control Supervisor, Project Safety Supervisor and Project Manager for multiple projects at a time. Starting as a laborer in the pipeline industry, he quickly advanced to operator, foreman, and project superintendent. As Project Superintendent, Gary has focused on employee and public safety, implantation and quality assurance with job specifications, meeting critical target dates and preparation of project documentation, redline drawings, and documentation of daily site activities, scheduling manpower, equipment, and materials and providing employee training. He has served as Superintendent or Inspector for numerous projects involving major infrastructure such as pipeline installation, sewage lift stations, pump stations, roadway construction, and deep trench excavation in major arterial streets, storm drains, storm sewers, primary street improvements and conventional dry utilities treatment plants. Gary has strong working knowledge of local City and regional Greenbook standards.

Experience:

30 years

Education:

BS, Business Management; California State University San Jose

Training/Certifications

DHS, Water Distribution Certificate – D-3

DHS, Water Treatment Certificate – T-2

Certified Competent Person

Confined Space Training

Specialties:

- ♦ Waterlines
- ♦ Excavation
- ♦ Major Infrastructure

Project Experience

CIP and Development Projects, City of Fullerton, CA

Senior Construction Inspector overseeing activities for a variety of land development and capital improvement projects within the City. Duties include providing full-time construction inspection, daily inspection reports, coordination with City public works and utilities departments, City Project Manager and project design consultant. Other duties include calculating bid item quantities for progress payments, attending preconstruction meetings and assisting with project closeout, as well as coordination for materials testing with third party company and with private utility companies. Specific projects include:

- Valencia Drive Infrastructure Improvements from Gilbert Street to Brookhurst Road - Work involves traffic control, water shut downs and tie-ins, grinding and repaving, and infrastructure improvements. - \$1.5M
- Chapman Avenue Rehabilitation - Street and sidewalk improvements that include pot holing, grading, reconstruction and traffic control. - \$1.5M
- 4300 N. Harbor Boulevard - On and off site improvements for a new development. Work includes grading, paving, ADA sidewalk and ramps, curbs, gutters and driveways. - \$2.5M

City of Rialto, As-Needed Land Development/CIP Inspection, Rialto, CA

Construction Inspector for citywide projects involving on-site, off-site, grading, precise grading, and capital improvement projects for the City. Projects features include grading, storm drain, street work, intersection and traffic signals, water and sewer connection and transmission/collection, BMP's, landscaping, irrigation, traffic control, parks and facilities. Duties include preparing daily reports, jobsite photos, correspondence, coordination with City departments and third-party materials testing companies.

Madison Avenue Main Replacement, Golden State Water Company, Placentia, CA

Project Supervisor/Field contact with customer and agencies. This project involved over 1,500' of ductile iron pipe, gate valves, fire hydrants and water services.

Arcade Creek Stabilization, Kinder Morgan, Carmichael, CA

Project Manager on this Geogrid-reinforced cellular confinement retaining wall consisted of rebuilding the creek bank 17' in height and 115' in length.

Buena Vista Main Replacement, Golden State Water Company, Barstow, CA

Project Manager on this water main replacement involving the installation of 2,500 lf of PVC pipe ranging in size from 6" to 12", including water main, fire hydrants and water services. Project also included the installation a pump station. Project utilized open-cut excavation and hydraulic shoring methods and involved extensive traffic control on major City streets.

Highway 133 Water Main, Laguna Beach County Water Company, Laguna Beach, CA

Project Manager on this water main replacement involving the installation of 8,500 lf of PVC pipe ranging in size from 6" to 12", including water main, gate valves, fire hydrants and multiple water services. Project utilized open-cut excavation and hydraulic shoring methods and involved extensive traffic control on major City streets, as well as permitting with Caltrans.

Camino Capistrano Water Main Replacement, Capistrano Beach, CA

Project Manager on this water main replacement involving the installation of 4,500 lf of PVC pipe ranging in size from 6" to 12", including water main, gate valves, fire hydrants, multiple water services and the installation of a 12' x 8' x 8' pressure reducing (PRV) vault. Project utilized open-cut excavation and hydraulic shoring methods. Project involved extensive traffic control on major city streets.

La Mirada Main Replacement, Laguna Beach County Water Company, Laguna Beach, CA

Project Manager on this water main replacement involving the installation of 3,500 lf of PVC pipe ranging in size from 4" to 8", including water main, fire hydrants and water services. Project utilized open-cut excavation and hydraulic shoring methods. Project involved extensive traffic control on major city streets.

Santa Fe Springs Reservoir Transformation, Santa Fe Springs, CA

Served as Project Manager on this project which converted a 1.2 MG reclaimed water reservoir to a potable water system. This conversion included disconnecting the existing reclaimed water line and disinfecting the reservoir and associated piping. Project also involved rebuilding of appurtenant pipe materials including valves and connecting the reservoir to an existing potable water system.

Santa Clara Ave. Sewer Main Replacement, Dana Point, CA

Project Manager on this project involving the replacement of 3,000 lf of 12" SDR-35 pipe. Project included the installation of numerous sewer manholes ranging in depth from 12' to 17' deep. Project utilized open-cut excavation and hydraulic shoring methods.

Metrolink Bore, City of Burbank, CA

Project Manager on this project involving a 120' bore 15' deep. Bore was performed in order to install a 12" HDPE waterline under the Metrolink tracks. Project also included digging a 25'x10'x17' launching pit and a 15'x10'x17' receiving pit and utilized trench shields as their shoring method. Project included pressure testing and chlorination of new pipe and connecting to existing water mains.

Camp Luis Roth Waterline, Los Angeles Sheriff's Department, Tujunga Canyon, CA

Project Manager on this project to replace an existing waterline feeding the Camp Roth Jail. This project involved the installation of 8,400' of 4" HDPE water pipe. Project utilized open-cut excavation in a high traffic area and required extensive traffic control and permitting with the City of Los Angeles.

Western Avenue Pipe Burst, Golden State Water Company, Gardena, CA

Project Manager on this water main replacement involving the installation of 2,000 lf of HDPE pipe ranging in size from 1" to 8", including water main, gate valves, fire hydrants and multiple water services. Water line was installed using pipe bursting methods through and existing cast iron water main. Special conditions included the installation of a bypass system to keep existing fire hydrants and domestic water services functional during the water main installation. Project involved extensive traffic control on major city streets.

Water Distribution and Transmission Systems, Various Locations, CA

Project Superintendent for hundreds of sewers, storm drain and water projects involving construction of transmission and distribution systems. Pipe ranged in size from 4" to 54" utilizing all types of pipe with depths up to 35'. Methods of construction noticed were open-cut, horizontal directional drilling, slip-lining, relining, and pipe bursting. Most projects were installed in metropolitan areas requiring major traffic control measures. Projects were performed for more than 75 individual agencies.

Executive Summary

Mr. Shen has over 20 years of construction management, construction inspection and architectural experience on a vast array of City CIP construction projects. Recently, his project experience has focused on City related CIP and public works projects that include pipeline installation, traffic signal installation, interconnects, parks and related projects. Pat also brings development experience having served as a Field Inspector and Construction Manager for a contractor on numerous commercial and medium-density housing projects. His duties encompassed field surveys, bid analysis, code research, specifications, cost estimates, contracts, site safety, weekly and technical reports, progress payments, change orders, punch lists, and mediation and arbitration hearings. In addition to his extensive construction inspection experience, Pat brings drafting and design development experience in architectural and structural engineering.

Experience:

20 years

Education:

BA, Architecture, University of Arizona

Training/Certifications:

Water Distribution D-5, DHS #8071

ACI Concrete Technician, Grade 1

OSHA 40-Hour HAZWOPER

Certified Public Infrastructure Inspector

Specialties:

- ♦ Inspection
- ♦ Public Works

Project Experience

Sidewalk Repairs for Handicap Accessibility, City of Torrance, CA

Senior Construction Inspector on this \$110K project that repairs damaged sidewalks, curb and gutter, driveway approaches and handicap curb ramps. Additional inspection work will include tree root pruning and tree removal and replacements. Project funding includes CDBG funds. Duties include inspecting the contractor's work, documenting the work via daily reports and digital photography and ensuring quality control.

Chapman Avenue Pavement Reconstruction, City of Garden Grove, CA

Senior Construction Inspector during a \$2.4M pavement reconstruction project through a major arterial and several cross streets in the City. Duties included pre-construction activities, permits, administering the contract, inspecting the work of various contractors, documenting the work via daily reports and digital photography, ensuring quality control, verifying quantities, participating in weekly progress meetings, processing control documents such as RFIs, submittals, progress payments, negotiating and managing change orders, and monitoring schedules.

CIP and Land Development Projects, City of Irvine, CA

Senior Construction Inspector that provided daily inspections in support of the City of Irvine CIP and land development programs. Projects included grading, street paving, slurry, flatwork, landscaping, irrigation, street lights, traffic signals, storm drainage pipe and structures. Prepared daily reports for all projects including manpower, quantities, equipment, activities, items of work and subcontractors on site. Also managed CCO's, quantity calculations and construction issues.

Knott Street Improvements, City of Garden Grove, CA

Senior Construction Inspector for this \$1.7M roadway rehabilitation project. Project included FHWA federal funding requirements with Caltrans Local oversight. Duties included pre-construction activities, permits, administering the contract, inspecting the work of various contractors, documenting the work via daily reports and digital photography, ensuring quality control, verifying quantities, conducting weekly progress meetings, processing control documents such as RFIs, submittals, progress payments, certified payrolls, negotiating and managing change orders, providing field fixes to design issues and monitoring schedules.

La Pata / Vista Hermosa Sports Park, Phase 1a, San Clemente, CA

Interim Construction Inspector for Phase 1a of this 46-acre park site project. The improvements included sewer, storm drain, gas, power, potable and recycled water lines, telephone, grading, curb and gutter, parking lots, asphalt paving and roadway widening. Duties encompassed inspection, processing of RFI's and submittals, quantity verification, quality control, reviewing progress payments, monitoring the contractor's schedule and documenting the work via daily reports and job photos.

La Brea Avenue Streetscape Improvement Project, City of West Hollywood, CA

Construction Inspector for streetscape project that involved 5,729 sf of new green space using drought tolerant plantings, 40 new street trees, medians, planted tree well, parkways designed as infiltration planters and 21 new blue pedestrian level street lights along La Brea Avenue on the three-block segment from Fountain Avenue to Romaine Street. The work consisted of pavement preparation, street resurfacing, cold milling, pavement striping and markings, bus pad installation, loop replacement, adjustment of manhole frame and utility cover to grade, and installation of a pedestrian signal.

Inspection of Various Federal & State Funded Projects, City of West Hollywood, CA

Construction Inspector for assignments which encompassed street rehabilitation, street improvements, aesthetic improvements, safety improvements, traffic improvements, ARHM, lime treatment, grinding, traffic signals, interconnects, curb and gutter,

Resume

Patrick Shen, QSP / Senior Construction Inspector

sidewalks, decorative paving, bus pads, bus stop improvements, street lighting, ADA ramps, SWPPP, BMPs, NPDES, sewer repair and rehabilitation, landscaping and irrigation. Duties included pre-construction activities, permits, administering the contract, inspecting the work of various contractors, documenting the work via daily reports and digital photography, ensuring quality control, verifying quantities, conducting weekly progress meetings, processing control documents such as RFI's, submittals, progress payments, certified payrolls, negotiating and managing change orders, providing field fixes to design issues and monitoring schedules.

Joint Transmission Main Reach 7 Permanent Repair, Dana Point / Laguna Niguel, CA

Construction Inspector to the South Coast Water District for this \$3.2M pipeline project. The work included grading, excavating, dewatering, installing 5,400 lf of 36" CML&C, cast-in-place concrete vault, valves, fittings, blow-off assemblies, hatches, sump pump, instrumentation, telemetry, RTU, cathodic protection, anode well, electrical work, pressure testing and disinfection.

Lincoln Water Line Upgrade, City of Cypress, CA

Construction Inspector to the City for this project which included replacing 1,400 lf of 12" DIP, tying into an existing water system, potholing, saw cutting, trenching, fire hydrants, service connections, tying over fire services, cutting and abandoning the old main, t-cutting and paving, slurry sealing, sidewalk and parkway restoration, and testing and start-up.

Terminal Reservoir No. 3, City of San Juan Capistrano, CA

Construction Inspector for the Terminal Reservoir No. 3 project located near the top of Mission Hills Drive. The project consisted of demolishing an existing 2MG reservoir that had experienced structural damage due to differential settlement and replacing it with a new 6MG, 175' by 39', cast-in-place, pre-stressed concrete facility.

On-Call Public Works Inspection Services, San Juan Capistrano, CA

Construction Inspector for this on-call project that included of asphalt paving, storm drains, concrete sidewalks, curb and gutter, street lighting, traffic signals, water lines, and sewers. The types of projects included asphalt paving, storm drains, concrete sidewalks, curb and gutter, street lighting, traffic signals, water lines, and sanitary sewers. Inspected the work of the various contractors, documented work via daily reports and job photos, ensured quality control, verified quantities, and coordinated with employees of the City of San Juan Capistrano engineering and maintenance departments to ensure successful projects.

Castaic Lake Water Agency, Rio Vista Clearwell No. 1 Improvement, Santa Clarita, CA

Construction Inspector for this \$3.8M project, which was partially funded by an EPA Grant. The modifications to this 15 MG treated water included demolition and removal of the existing geomembrane liner, baffles and floating cover, earthwork grading within the Clearwell confines, installation of drain pipes, liner leakage collection pipes, concrete anchor curbs, geomembrane liner, CSPE baffles, and CSPE floating cover, installation of water quality monitoring system, site electrical, SCADA improvements, and perimeter railing, modifications to existing access platforms and restoration of existing asphalt pavement. Duties included quality assurance and quantity verification, dechlorination and flushing, monitoring the contractor's construction schedule, ensuring the contractor's operations did not disrupt the Agency's operation of the active water treatment plant, SWPPP monitoring and daily reports with photos.

47th Street Sewer Replacement Project, SC-23, Long Beach, CA

Construction Inspector for this project for the Long Beach Water District. The project included the construction of approximately 612 lf of 8" VCP sewer, installation of three 48" manholes and re-establishment of eighteen existing sewer laterals. Duties included inspection, submittal and RFI review, processing change orders, scheduling and coordinating temporary shut-downs, conducting meetings and preparing minutes, monitoring surveying and material testing, reviewing CCTV and preparing record drawings.

Large Potable Water Valve Replacement, WD-25-12, Long Beach Water Department, CA

Construction Inspector for this \$725K water valve replacement project. The construction included removal of existing gate valves and associated piping, fittings, and accessories and replacing them with 24", 30", 36", and 42" butterfly valves and new chlorination assemblies, piping, fittings, and accessories, installation and removal of two temporary line stops and abandoning a 30" transmission stub.

Moody Street Sewer Relocation Project, City of Cypress, CA

Construction Inspector for a sewer relocation project. The work involved relocating two sewers and included traffic control, excavating, trenching, saw cutting, bypass construction, pump setup, coring, shield and shoring setup, concrete removal, manhole connections, removing VCP and old sewer main, installation of new VCP, pipe deflection, ductile iron pipe at the crossing, slurry backfill, bypass removal and paving.

Executive Summary

Mr. Moreno has over 26 years of public works and has achieved significant specialized training. He has held numerous positions including Construction Inspector, Quality Control Supervisor, Project Safety Supervisor and LADWP Qualifier on multiple projects. Starting as a laborer in the pipeline industry, he quickly advanced to Operator, Foreman and Project Superintendent. As Project Foreman and Superintendent, Frank has focused on implantation and quality assurance with job specifications, meeting critical target dates and preparation of project documentation, redline drawings, and documentation of daily site activities and scheduling manpower. He has experience with numerous major infrastructure projects such as treatment plants, sewage lift stations, pump stations, roadway construction and deep trench excavation in major arterial streets, storm drains, storm sewers, primary street improvements and conventional dry utilities. Typical project responsibilities include a thorough understanding of the plans, specifications, and contract documents, monitoring and updating schedules, conducting weekly construction meetings, field verification and progress billings, negotiation of change orders and procurement of materials. He has strong working knowledge of local City and regional Greenbook standards.

Experience:

26 years

Education:

High School Diploma

Registrations:

California 'A' Contractor's License

40-hr HazWoper Training

Confined Space Training

First Aid and CPR

Certified Competent Person

Certification

Specialties:

- ♦ Pipelines
- ♦ Channels
- ♦ Lift Stations
- ♦ Construction Management

Project Experience

Tract Development Pipeline Installation, Jurupa Community Services District, Eastvale, CA

Senior Construction Inspector monitoring the installation of the 4,860 lf of 8" diameter PVC and CML/C WSP steel pipe with deflection angle couplings, as well as appurtenances including blow-off assemblies, gate valves and air-vac assemblies. Duties include plan reviews, meeting attendance, monitoring the construction activities including excavation of large rocks, producing reports and photographs, and coordination with sub-consultants. Also responsible for coordinating District shut downs, system tie-ins and bac-T testing. Project location had very rocky subsurface conditions causing very low production rates.

Multiple Capital Improvement Projects, City of Santa Fe Springs, CA

Senior Construction Inspector on several street and waterline projects for the City including:

- Annual Street Slurry Program – Inspection services during the application of Type 2 slurry with 3% latex and crack sealing on 880,000 sq ft of residential streets throughout the City - \$100K
- Greenleaf Avenue Street Rehabilitation – Inspection during improvements to a ½ mile portion of street. Work includes removal and replacement of AC pavement, curbs and gutters, adjusting utility covers to grade, signing and striping traffic signal conduit, pedestrian push button/poles and other associated roadway work items - \$900K
- I-5 Widening Florence Segment Phase 1 & 2 – As part of the work associated with expanding the I-5 Freeway, the City is relocating several waterlines. Provided inspection services on the Florence Segment Phase 1 & 2 watermain relocation portion of the project. Work included the removal and relocation of 2,500 lf of 8" DIP, seven 1" water services, four 1" Air RV, three 2" blow off assemblies, one 2" service, and one 3" water service, as well as traffic control, trench cap pavement restoration and backfill - \$650K

91 Freeway Expansion Design Build, RCTC, Corona, CA

QA/QC Inspector for numerous water and sewer replacement project in conjunction with the \$1.4B Design Build project.

Projects included:

- 6th Street Bridge 500 lf of 18" DIP through 36" casing soffit of bridge, seismic expansion hangers, manway, air valve and tie in on east side
- Serfas Club Drive from Auto Center south to Frontage Road – Construction of 2,500 lf of 16" DIP domestic water main with multiple laterals including six 2" water services connections, seven 4" fire hydrant laterals, two 4" blow off assemblies, three 2" Air-vac assemblies and two cathodic test stations
- Frontage Road – Installation of 3,000 lf of 8" VCP gravity sewer main ranging from 7' to 14' depth, and 10 new manholes
- East Main Street – Inspection during construction of 1,800 lf of 16" RCP Storm Drain with five new manholes and 10 new – 10 CB/DI
- West Main Street - Construction of 2,000 lf of 12" DIP domestic Water Main, laterals including seven fire hydrants, two 4" blow off assemblies, three 2" Air-vac assemblies, six 2" service lines and two cathodic test stations

- Grand Avenue – Construction of 1,300 lf of 16" DIP domestic water main, laterals including five 6" fire hydrant assemblies, two 4" blow off assemblies, three 2" Air-vac assemblies, two 2" services and two cathodic test stations
- Joy Street North of 91 - Construction of 1,200 lf of 12" C-900 Reclaimed Water line installed 12' deep, laterals including five 6" fire hydrant assemblies, two 4" blow off assemblies, two 2" Air-vac assemblies and three 2" water services

Waterline under 91 Freeway, City of Buena Park, CA

Superintendent for new 14" ductile iron pipeline. Pipe was attached and placed on the bottom of existing 91 Freeway crossing open channel in Buena Park. Bridge was 50' up from the water level. Used lifts and cable to construct the crossing and anchor the brackets and install the pipeline across this 500' section. Work included air vacs and seismic expansion hangers for this complicated installation. Duties included quality control, manage work and crew, job safety; work was completed in less than half the allotted time for completion.

Compton Water Department, Compton, CA

Lead Foreman for the installation of 2,500 lf of 12" DIP watermain.

Multiple Projects, Southern CA

Worked over 25 years starting as laborer then progressing to foreman, superintendent and finally as partial owner for last five years. Performed Construction Management and oversight for projects including roadway paving, PCC concrete structures, water and sewer lines, pump and lift stations.

French Valley Channel Project, RCFCD, Temecula, CA

Superintendent including quality control and assurance for this \$10M flood control channel for six-miles lined channel in Riverside County. Channel was constructed with rip rap on one side and concrete on the other.

Gravity Sewer Projects, San Diego, CA

Construction Laborer for over three miles 8" to 12" gravity sewer with lift stations.

Executive Summary

Mr. Chong has over 29 years of construction management, field operation and quality control, and inspection service experience working on projects in Southern California, Eastern Canada, Panama, and Southeast Asia. He has worked on several CIP projects ranging from parks to street improvements and water and sewer projects including water main lines, sewer collection systems and treatment plants. Jin is ICBO/ICC certified and a licensed special deputy inspector in the areas of reinforced concrete, structural masonry, high strength structural bolting, structural steel and welding, and is a certified welding inspector by American Welding Society. Many of the projects have been performed in accordance with the Caltrans Standard Plans and Standard Specifications, Caltrans Construction Manual, Manual of Test, Manual of Traffic Controls for Construction and Maintenance Work Zones. He is certified as a Special Inspector with Caltrans, City of San Diego and Los Angeles County.

Project Experience

Regional Water Recycling Plant No.1, Inland Empire Utilities Agency, Chino, CA

Resident Inspector for \$6M effluent, influent and by-pass channels, controls, new mechanical equipment, piping, valves, fittings, electrical and control system equipment (MCC) instrumentation, rehabilitation of headworks, including pista grit chamber, splitter box, aerated grit chamber and primary clarifier. Duties include structural inspection, daily reports, job photos, materials compliance, progress payment review, quantity and percent completion computation, and contract compliance. Also coordinates work with agency operations, maintenance and engineering staff, and materials testing company.

40,000 Meter Replacement and Repeater Pole Project, Elsinore Valley Municipal Water District, CA

Lead Inspector for the installation of 40,000 new AMI meters and 20 Repeater Poles throughout the District. Duties included oversight of two staff inspectors and overseeing up to 10-meter replacement crews, coordination of materials and verification of transmission for each meter with district operations and IT staff, troubleshooting new installations and documenting entire operation for this grant funded project.

Crown Valley Park-Tier 2 Entry Improvements, City of Laguna Niguel, CA

Resident Inspector on this new \$10M entry road bridge and parking lots for this regional park. Work included foundation inspection, geo-micro piles, structural concrete, double multi-plate arch with skew to crossing, retaining walls and structural backfill. Coordinated with materials testing subconsultants, provided daily reports, checked quantities for progress payments, tracked extra work and contract change order work, coordinated with agency operations and maintenance staff for construction activities and start-up, reviewed as-builts and performed QA inspection for the project.

South Collection System, Valley Center Municipal Water District, San Diego, CA

Senior Construction Inspector for this \$2M new sewer collection system on major arterial Valley Center Road. Duties included daily reports, construction QA inspection, coordination with City maintenance and operations staff and coordinating materials testing activities.

Irvine Ranch Water District, Baker Water Treatment Plant, Irvine, CA

Lead Resident QA Inspector for construction of \$77M Membrane Filter Water Treatment Facilities with UV disinfection. Project included demolition, buildings, pipelines, pump stations, hydraulic structures, process equipment, fiber optic cable, and site work for water treatment and solids removal. As Resident Inspector for this two-year project, responsible for providing coordination with materials testing subconsultants, special inspection for structural steel, welding, structural concrete, provided daily reports, checked quantities for progress payments, tracked extra work and contract change order work, coordinated with agency operations and maintenance staff for construction activities and start-up, reviewed as-builts and performed QA inspection.

Newland Street Improvement, City of Huntington Beach, CA

Construction Manager/Inspector for the \$8M Newland Street Improvement from Pacific Coast Highway to Hamilton Ave. The project consisted of channel bridge widening and cofferdams, roadway and paving improvements, storm drain and sewer improvements, relocation of the main waterline and 12" petroleum pipeline crossing the channel, and utility overhead to underground conversion work. Duties included interfacing with the area's major utilities and Orange County Flood Control District, coordination with materials testing subconsultants, provided daily reports, checked quantities for progress payments, tracked extra work and contract change order work, coordinated with agency operations and maintenance staff for construction activities and start-up, reviewed as-builts and performed QA inspection.

Experience:

29 years

Education:

Mechanical Engineering, University of New Brunswick, Canada

Construction Inspection

Technology/Cal State Long Beach

Registrations:

General Building Contractor "B"

#701905

ICC, Special Inspector #1023748:

Structural Masonry

Reinforced Concrete Inspector

Structural Steel & Bolting Structural

Welding Special Inspector

CWI, AWS Cert. #04100711

ACI Concrete Field Technician,

Grade 1 #00950266

Warner Avenue Gravity Sewer, City of Huntington Beach, CA

Resident Inspector for the installation of 2,000 lf of 24" VCP micro-tunneled sewer line and the construction of micro-tunneling pits in close proximity to utilities and associated shoring installation, installation of tunneling jacks, monitored micro-tunneling jacking alignment, prepared daily inspection reports, reviewed shop drawings and inspected traffic control and SWPPP measures. Duties included coordination with materials testing subconsultants, providing daily reports, checking quantities for progress payments, tracking extra work and contract change order work, coordinating with agency operations and maintenance staff for construction activities and start-up, reviewing as-builts and performed QA inspection.

Sewer Pipeline Rehabilitation Phase O-1, San Diego, CA

Resident Engineer for approximately \$4M, six and one-half mile existing sewer main rehabilitation project. This work was located within the City of San Diego and the project includes point repairs, manhole replacement, manhole rehabilitation, manhole repair, construction of new cleanouts, and rehabilitation of existing sewer laterals. Duties included coordination with materials testing subconsultants, prepared daily reports, checked quantities for progress payments, tracked extra work and contract change order work, coordinated with City operations and maintenance staff for construction activities and start-up and reviewed as-builts for the project.

Citywide Pump Station Upgrades, Group III Sewer Force Mains San Diego, CA

CM/Resident Engineer/Inspector for \$2.9M project for installation of new PVC sewer force main, new discharge manholes, and the other items as defined by plans and specification at total of 12 Sewer Pump Stations located in San Diego. Duties included coordination with materials testing subconsultants, prepared daily reports, checked quantities for progress payments, tracked extra work and contract change order work, coordinated with City operations and maintenance staff for construction activities and start-up and reviewed as-builts for the project.

Rio Vista Water Treatment Plant, Castaic Lake Water Agency, Los Angeles, CA

Resident Inspector for the \$80M plant expansion and building of new clarifier-filter structure, conversion of raw water pipeline to an ozone pipeline contactor, installation of the pump station for plant water, sludge thickener tank, modification of the wash water recovery basins, installation and modification of electrical controls with a master programmable logic controller to support future capacity. Duties included coordination with materials testing subconsultants, provided special inspection for structural steel, welding and structural concrete, provided daily reports, checked quantities for progress payments, tracked extra work and contract change order work, coordinated with agency operations and maintenance staff for construction activities and start-up, reviewed as-builts and performed QA inspection.

Earl Schmidt Intake Pump Station Modification, Castaic Lake Water Agency, Los Angeles County, CA

Construction Manager/Inspector for \$4.7M removal and reinstallation of existing 54" diameter discharge header located at pump station lower level, and realignment of the existing 24" diameter, discharge piping, valves and appurtenances. Duties included coordination with materials testing subconsultants, provided special inspection for structural steel, welding, structural concrete, provided daily reports, checked quantities for progress payments, tracked extra work and contract change order work, coordinated with agency operations and maintenance staff for construction activities and start-up, reviewed as-builts and performed QA inspection for the project.

Ground Water Transmission Main Project, Phase II, Castaic Lake Water Agency, Los Angeles County, CA

Construction Manager and Inspector for installation of the new 16" groundwater transmission main. Duties included coordination with materials testing subconsultants, provided special inspection for structural steel, welding and structural concrete, provided daily reports, checked quantities for progress payments, tracked extra work and contract change order work, coordinated with agency operations and maintenance staff for construction activities and start-up, reviewed as-builts and performed QA inspection.

Sewer Lift Station D, City of Huntington Beach, CA

Resident Engineer responsible for quality control and construction inspection. The project consisted of a new concrete subterranean sewer lift station with a 55' deep forebay, pumps, piping, electrical and instrumentation systems and back-up generator. Duties included interfacing with the area's major utilities and Orange County Flood Control District, coordination with materials testing subconsultants, provided daily reports, checked quantities for progress payments, tracked extra work and contract change order work, coordinated with agency operations and maintenance staff for construction activities and start-up, reviewed as-builts and performed QA inspection for the project.

Executive Summary

Mr. Zamiski has over 30 years of experience in the construction industry including working as a Construction Manager and Public Works Inspector. He has worked as a representative for public agencies, as well as in high level construction and project management roles with contracting and development firms. He has a strong understanding of all phases of development projects, as well as CIP and public works projects. Dave has provided management and QA/QC for a variety of public works projects including mass grading, grade separations, railroad bridges, retaining walls, street intersection and traffic signal and landscaping through final acceptance. His other related project experience includes Caltrans CIP projects with bridges, roadways and freeway work including all underground utilities and street improvements. Dave's responsibilities have included quality control, quality assurance, construction inspections, QSP inspection, including use of BMPs and conformance with AQMD PM-10. Prior to his public works experience, he was responsible for managing the construction of many large new parks, recreational facilities and golf courses. He has performed due diligence for CIP projects, project review, land acquisition, budgeting, purchasing, contracting, plan review, permits as well as construction scheduling. He has extensive knowledge of various inspection procedures in accordance with Caltrans, Greenbook and local procedures manuals. Dave also has the ability to recognize, document and track non-compliance work, perform quantity calculations, determine CCO work and oversee testing programs.

Experience:

30 years

Education:

B.S. Technical Resource
Construction Management, Southern
Illinois University

Registrations:

California 'A' Contractor's
License

Specialties:

- ♦ Development and infrastructure projects
- ♦ CIP Projects

Project Experience

Ontario Avenue Cold-In-Place Recycled Paving Rehabilitation, City of Corona, CA

Senior Construction Inspector for the \$3M street rehabilitation project. Project features include utilization of cold-in-place recycled asphalt material for continuous process of repaving the street, potholing, rubberized asphalt cap, utility relocation, and removals. Duties included preparing daily inspection reports, job photos, responding to RFI's, coordination with the City Engineering, Operations and Maintenance departments.

City-Wide LED lighting Replacement Project, City of Corona, CA

Senior Inspector for the \$5M installation contract for over 5,000 new LED street lights and 1,200 nodes to upgrade the City lighting system to a controllable energy efficient system. Duties included overseeing up to three light replacement crews, coordination of materials and verification of each light with City maintenance staff, troubleshooting new installations and documenting entire operation for this grant funded project.

Cajalco Road / I-15 Interchange Project, City of Corona, CA

Senior Inspector for utility relocation and construction for this \$100M interchange project. Project features include recycled waterline, new DIP waterline and relocations in support of this project. Duties included preparing daily inspection reports, job photos, responding to RFI's, coordination with the City Utility Engineering Operations and Maintenance departments.

AMI Phase III Project, Lake Elsinore, CA

Senior Inspector for the \$4M installation contract for over 40,000 new AMI meters and 20 Repeater Poles throughout the District service area. Duties included overseeing up to 10-meter replacement crews, coordination of materials and verification of transmission for each meter with District operations and IT staff, troubleshooting new installations and documenting entire operation for this grant funded project.

SR-91 Freeway Expansion Design Build, RCTC Corona, CA

Quality Assurance Manager for Road and Wet Utilities. Performed inspections on the design and construction of this significant improvement project. The SR-91 corridor is located between SR-71 and I-15 with a total of seven lanes in each direction. There are five general purpose lanes and toll facilities consisting of two express lanes. There was a total of 32 new bridges, as well as existing bridge widening, MSE retaining walls and over \$50M of new installations and relocations of wet utilities at over 50 locations.

Public Works Projects, City of San Bernardino, CA

As Public Works Construction Inspector II, provided inspections on projects that included Caltrans CIP projects and freeway expansions, mass grading, wet utilities, dry utilities, storm drain, street improvements, bridges, drainage structures, traffic lights and signals, residential, commercial and industrial airports. Organized daily inspection requests, checked on the status of approved permits/plans, and processed inspection results on "Permit Plus." Demonstrated strong communication skills with homeowners, developers, government agencies, water department, utility companies and Caltrans. Also performed traffic control observations and corrections and was in charge of erosion and dust control, BMP's, SWPPP and NPDES. Has thorough

knowledge of Caltrans Standards, Greenbook, County and City Standard Drawings and Procedures. Projects included Speicher Memorial Park, a 28-acre sports park and skate park facility which included baseball fields, play equipment and nature walkways. The park site was equipped with a club house and detached restroom facilities. Some of the waterline project included:

- Mill Street/San Bernardino Road slurry and Tippacano - \$500K
- Tippacano near Airport widening Mill Street to Sierra Avenue - \$1M
- 2nd Street Widening C&G, driveways, near Amtrak train station - \$500K
- SBX Route from Hospitality to University - \$70M

Champions Club Golf Course, Corona, CA

Construction Manager for Developer for a 250-acre Jack Nicholas Signature Design Golf Course designed within The Retreat 1,000-acre hillside residential community which with an 18-hole golf course, 25,000 sq ft club house, driving range and putting green. Golf course was designed and laid out through hillsides and canyons crossing nature streams with pathways and waterway bridges. Project features also included 13M CYs of mass grading, 520 residential rough graded lots, mass grading of commercial pads, wet and dry utilities, storm drains, reclaim water lines, street improvements, two-1 MG water reservoirs, water booster pump station, sewer pump station, sewer force mains, Caltrans 1-15 freeway improvements and the grading and shaping of the 18-hole course. This project had environmental sensitive areas which required protection and re-vegetation of areas disturbed as well as erosion and dust control, BMP's, SWPPP's and NPDES. Duties included preparing of budgets, CFD bidding, and construction scheduling, contracting and cost analysis of new projects.

Multiple Projects, Burnett Companies - Vice President of Construction/Land Development

Vice President of Construction/Land Development/Project Management responsible for CIP/CFD street improvements, CIP/CFD wet utility improvements, CIP/CFD landscape improvements including the grading of a school site and the commercial site. Responsible for a 300-acre master planned community with 1,300 residential lots in Cathedral City and a 30-acre vineyard in Rancho Cucamonga. This project consisted of commercial sites, recreational facilities and a school site. Managed the mass/rough grading of residential lots, a recreational facility with two pools, two spas and a recreation building, a 2.5 MG reservoir tank, two 1,600' deep water wells drilled onsite, AQMD/PM-10 24-hour compliance and monitoring of dust/erosion control due to the project being located in the 'blow sand' zone. Recreational Facility in Cathedral City had a 2,500 sf recreational club house with two swimming pools, two spas, outdoor lounge area, playground equipment, landscaping and a parking lot.

Recreation Centers and Golf Courses, Various Locations, CA

Performed due diligence for new land projects, budgeting, purchasing and contracting. Developed construction schedules using Microsoft Project and coordinated with accounting, purchasing and construction departments. Utilized strong communication skills with offsite superintendents, contractors, engineers, architects, city government agencies, utility companies and water departments. Organized the installation of land development from grading, wet and dry utilities, street improvements, through landscaping and bond exoneration. Educated employees in land development, reviewing of plans, specifications and contracting. Responsible for dust control, BMP's, NPDES and SWPPP's. Some projects are listed below:

- Santa Luz Golf Course, San Diego, CA - This project was a 300 acre 18-hole golf course designed by Rees Jones located within the Santa Luz Community which consisted of 3,500 acres of residential properties.
- Marina Hills Community Recreational Center, Laguna Niguel, CA - This project included a recreational facilities club house with multiple swimming pools, spas, tennis courts, baseball fields, soccer fields, nature walkways, tot lot playground equipment, landscaping, site lighting and parking lots.
- Beacon Hill Community Recreational Center, Laguna Niguel, CA - This project consisted of a recreational facilities club house with several swimming pools, spas, tennis courts, baseball fields, soccer fields, nature walkways, tot lot playground equipment, landscaping, site lighting and parking lots.
- Vintage Hills Community Recreational Center, Temecula, CA - Construction Manager for two recreational center club houses, 2,500 sf and 1,200 sf structures with kitchen, bathrooms, showers, conference rooms, a Junior Olympic size swimming pool, multiple smaller pools, spas, soccer fields, nature walkways and tot lot play set equipment, landscaping, site lighting and parking lot as well as lounge areas with equipment and furniture.

Executive Summary

Mr. Ayala has over 28 years of experience inspecting public works infrastructure. This experience encompasses storm drains, minor structures, detention basins, earthwork and grading, pipelines, reservoirs, pump stations, wells, sidewalks, curb & gutter, structural concrete, traffic signal, street lighting, grind and overlay, slurry, welded steel reservoirs, roadway, street improvements and other projects. Pete has been responsible for monitoring construction activities, preparing daily construction inspection reports, verifying compliance with plans and specifications, ensuring testing is satisfactorily conducted, maintaining record drawings, conducting final inspections, generating final punch lists and assisting in field start-ups. He is a certified Construction Inspector and has experience working as agency staff and as a consultant. He has also worked as a contractor performing field management, entitlement & development, budgeting, contracts, permits, scheduling, bond exonerations, and utilities coordination and installation. Pete has extensive experience in providing contract administration and public works inspection on all types of projects.

Experience:

28 years

Education:

BS, Urban Planning & Regional Development, CSU Fullerton

Registrations/Certifications:

Construction Management and Courses, UC Riverside

ACIA # 5823

Competent Person

Cal-OSHA 30 & 10

Traffic Controls and Construction Claims

Specialties:

- ♦ Underground Infrastructure
- ♦ Extensive Water-Related Experience

Project Experience

Land Development and Capital Improvement Projects, City of Rialto, CA

Senior Construction Inspector providing as-needed construction observation for a variety of land development and capital projects including street work, storm drain, medians, recreation, water pipeline, slope protection, manhole and minor structures, vaults, water and sewer connections, landscaping and irrigation projects. Duties include preparation of daily reports, photographic records, construction contract administration, contract compliance, review of submittals, quantity take offs and coordination with City Project Manager and Inspection Supervisor.

Multiple Projects, Rancho California Water District, Temecula, CA

Senior Construction Inspector for as-needed construction observation on a variety of land development and capital projects including pipeline, slope protection, manhole and minor structures, vaults, water and sewer connections, storage, water wells, facility and treatment facility projects in support of the region's growing population and land development.

Coachella Valley Water District, Palm Desert, CA

Senior Construction Inspector for as-needed construction observation on a variety of land development and capital projects including pipeline, slope protection, manhole and minor structures, vaults, water and sewer connections, storage, water wells, facility and treatment facility projects in support of the region's growing population and land development.

Multiple Projects, City of Highland, CA

As Senior Construction Inspector, provided permit inspection, construction management duties and utility coordination for on-site and off-site development projects. Inspection for inland feeder project and other various capital projects. Inspection duties included ensuring contractor compliance with plans and specifications, preparing daily documentation of the project, job photos, and coordinating with City operations staff and Project Manager. Projects included:

- ♦ Warm Creek Storm Drain (\$2.1M) - Construction of 9'x7' RCB, 33" and 84" RCP trunk lines, utility relocations and street reconstruction
- ♦ Victoria Storm Drain (\$3.6M)- Installation of 18" to 96" diameter RCP storm drain, full street reconstruction and various utility relocations

City of Big Bear Lake, CA

Senior Construction Inspector for annual \$2M street work and STP funded projects. Project features included pulverization, restoration of various streets, curb and gutter, sidewalk, catch basins, storm drain, overlay and striping.

Southern California Water Company, Los Angeles, Orange and San Bernardino Counties, CA

Senior Construction Inspector for variety of water projects including new sewer mains and manhole replacements, new water mains and replacements, water service connections, pumps and equipment, chlorination and filtering facilities, plant piping, well establishment, well equipping and storage projects. Inspection duties included ensuring contractor compliance with plans and specifications, preparing daily documentation, job photos, coordinating with operations and maintenance departments, numerous City staff and subconsultants.

Several Projects, Monte Vista Water Company, Montclair, CA

Senior Construction Inspector for variety of projects including Wells 19 and 20 transmission lines, Plant 17 blending station, 4,700 lf 24" CML water line, plant piping, and tank demolition. Inspection duties included ensuring contractor compliance with plans and specifications, prepare daily documentation of the project, job photos, and coordinating with operations and maintenance departments, numerous City staff, materials testing firm, vendors and business owners throughout the construction process.

Executive Summary

Mr. Romero has 27 years of experience as a Construction Inspector and Construction Manager on major public works construction projects in Southern California. He brings diverse experience from his work on hundreds of projects in the region with varying elements including water, storm drain, sewer, roadway, bridges, mass grading, water booster stations, sewer lift stations, well development, process piping, concrete structures, and reservoirs. Dave has worked with Greenbook and Caltrans Standard Specifications and coordinated with regulatory agencies such as California Department of Fish and Game and the U.S. Army Corps of Engineers. He is skilled in providing clear written and verbal communication, construction inspection and quality assurance monitoring, and coordinating with various interested parties and stakeholders encountered on construction projects.

Project Experience

Citywide Storm Water, Development and CIP projects, City of Murrieta, CA

Senior Construction Inspector providing full time inspection for various commercial and land development, storm water compliance, utility encroachment permit work and capital improvement projects throughout the City. Prepares daily reports, including job site photos and documentation of the work performed.

Highway 91 Design-Build Project, Corona, CA

Senior Construction Inspector for the \$1.6B fast paced Design Build project in Corona, California. Performed inspection for water, sewer and storm drain facilities for W&A as part of the construction management team for this local mega project. Duties included lead inspector for night shift, preparing daily inspection reports, coordination with day shift, Corona DWP staff, operations and maintenance staff, as well as the contractor QC staff for over \$50M in waterline, storm drain and sewer relocations in support of the new freeway project

Department of Water Resources, Hesperia, CA

Construction Inspector for DWR on reinforced concrete, shear keys at existing precast girders adjacent to abutments and piers located at five bridges along the California Aqueduct. Additionally, work at two of the bridges included demolition of the deck and guard rails and replacement with lightweight concrete.

Department of Water Resources, Mentone, CA

Provided construction inspection for DWR on the EBX II project in Mentone. Duties included reinforced concrete inspection on the Citrus Pump Station 48' tall substructure, 54" steel pipe waterline discharge manifold and associated valves, CIP vaults, steel building erection, electrical conduit and ground grid installation.

Wells 17/18 Ion Exchange Modifications & Enhancement Project, Jurupa Community Services District, Riverside, CA

Inspected the construction of pipe and valve modifications and replacements, modifications to the existing onsite chlorine generation system, as well as pre-filtration and appurtenant facilities.

Florine Avenue Sewer Lift Station, Jurupa Community Services District, Riverside, CA

Provided inspection of this \$1.8M project for installation of 2,800 lf of 12" diameter VCP gravity sewer line and 2,200 lf of 8" diameter C900 sewer force main. Also inspected construction of a 12' diameter by 24' deep precast, epoxy lined wet well, associated valve and meter vaults, process piping, and the demolition of two existing lift stations, wet wells, and direction boring of the 12" VCP gravity sewer line.

Trumble Road & Highway 74/SR 215 Landscape Beautification Project, Riverside County EDA, Menifee, CA

Provided construction management services for this roadway improvement project. Trumble Road was widened from two to four lanes and included the addition of curb/gutter/sidewalks and parkway landscaping. 74/215 project consisted of landscape and irrigation of this interchange. Duties included coordination with Caltrans and Eastern Municipal Water District, conducting weekly update meetings, developing agendas, meeting minutes, issuing change orders, processing progress pay estimates and supervising inspection.

Arlington Desalter Pipeline, Santa Ana Water Project Authority (SAWPA) Norco, CA

Oversight inspection for this \$4M project with five-miles of 30" diameter CML/CMC waterline constructed within existing developed portions of the City. Monitored traffic control through narrow and highly traveled streets, inspected pipeline excavation in very sandy soils within proximity to existing utilities, and coordinated and communicated with City Inspectors.

Experience:

27 years

Education:

AA, Liberal Studies, Mt. San Antonio College, Walnut, CA

Training & Certificates:

San Bernardino Valley College - Water Supply Engineering Certificate

Cal Poly Pomona Extended University- Technical Certificate in Construction Management

APWA - Certified Public Infrastructure Inspector

ACI - Concrete Field Testing Technician-Grade 1 -#997395

CASQA - Qualified SWPPP Practitioner (QSP) - #2606

Certified Erosion Sediment & Storm Water Inspector (CESSWI) - #22409

ICC Special Inspector Reinforced Concrete, Prestressed Concrete and Soils #8026960

Village of Heritage, City of Fontana, CA

Provided landscape inspection for several million dollars worth of improvements for CFD No. 1, including fine grading, landscape plantings, and irrigation installation in accordance with the landscape architects plans and specifications. Other inspection duties included inspection of hardscape, drainage facilities and minor concrete structures.

North Orange Wellfield Transmission Waterline, City of Riverside Public Utilities Department, Riverside, CA

Inspector for the installation of approximately 12,500 lf of 30" diameter CML/CMC water main, which was constructed within residential and commercial streets. Provided public relations and maintained close communication between home owners and business owners and throughout the construction process.

Temescal Valley Regional Interceptor, Reach V - Santa Ana Water Project Authority (SAWPA), Corona, CA

Provided oversight inspection services on behalf of SAWPA for this project which included construction of approximately 35,000 lf of 24" diameter and 30" diameter sewer force main using both PVC and HDPE materials. The completed system serves as a brine line to carry waste generated from desalter facilities operated by Eastern Municipal Water District. This portion of pipeline was part of a major facility which extended from Lake Elsinore to the City of Corona. Duties included coordination meetings with the Department of Fish and Game, Army Corp of Engineers, and other agencies due to sensitive habitat conditions (Least Bell's Vireo). In addition to the project force main, other inspection responsibilities included construction of a pressure sustaining station, related piping, conventional boring operations and directional boring.

Silverhawk Slopes 2-12, Community Facilities District 88-4, Temecula, CA

Inspector for Riverside County Service Area (CSA 143). Responsibilities included inspection of slope planting including container plants, boxed trees, ground cover flats, and hydroseeding. Inspected irrigation and booster pump installation and coordinated inspection visits with the water purveyor (EMWD) as required ensuring all regulations regarding recycled water were in compliance.

Santa Gertrudis Bridge Crossing and Hwy 79 Widening, Riverside County Transportation Department, Temecula, CA

Inspector for this project which included demolition of an existing two-lane wide concrete bridge and the construction of a two span, 165' long by 122' wide reinforced concrete box girder bridge. Duties included daily inspection of 1.3 miles of six lanes divided road work with operations such as over excavation and re-compaction, import material, select sub-base, crushed aggregate base, and rubberized asphalt. Other work inspected included RCP storm drain construction, water line relocations, curb and gutter placement, and traffic signalization at two intersections. Maintained close communications with Caltrans and County oversight officials on a weekly basis, and coordinated with water district and flood control representatives due to relocation and construction activities of their facilities.

State Route 79 South (Phase 1), Riverside County Transportation Department, Temecula, CA

Served as the initial inspector on this two-mile portion of road improvement project which began as a two-lane state highway. The ultimate width, when completed, was six lanes and is currently named Temecula Parkway. Work inspected included excavation and re-compaction of the road bed material and coordinating observation and testing performed by the geotechnical engineer. Due to this project's close proximity to the nearby Winchester Creek and Pechanga Band of Luiseno Indian burial sites, facilitated tribal personnel and a paleontologist from the San Bernardino County Museum to monitor excavation activity for potential artifacts. Also inspected waterline upsizing, precast storm drain pipe installation and traffic signalization at two major intersections within the limits of construction.

Hwy 79 North and Local Road Realignment, Riverside County Transportation Department, Temecula, CA

Provided inspection of mass grading operations along with monitoring over excavation and re-compaction limits in conjunction with a geotechnical engineer. Roadway excavation exceeding 17' cuts and deep embankment fills were part of this project. Also inspected water and sewer relocations, installation of large diameter storm drains (RCP and CIPP), signalization of a major intersection in accordance with Caltrans requirements, road bed structural section quality assurance (select material, Class II Base, A.C., and rubberized asphalt cap), curb and gutter construction, concrete lined v-ditch, and other erosion control facilities (i.e. hydroseeding, desiltation basins).

Leon Road Water Transmission Line, Assessment District 161-RCTD, Temecula, CA

Principal Inspector on this project which consisted of mass grading operations including over excavation, processing and re-compaction of existing alluvial material to construct an interim roadway. Inspected over 12,000 lf of 30" diameter CML/CMC water line constructed within the roadway alignment and terminated at a newly constructed 6.8 MG reservoir. Other work included inspection of drainage facilities, paved access road to the water reservoir, coordination of all observation/testing by the geotechnical engineer.

Executive Summary

Ms. Nesper brings 15 years of high level administrative and operations management experience. Prior to joining W&A over five years ago, she had over 10 years of experience in managing operations for a logistics company that handled aviation parts for commercial aviation companies like Boeing as well as federal defense department contracts. She has successfully worked with the rigorous federal guidelines and requirements for procurement and documentation. Heidi brings a high-level of experience to construction policies and practices that ensure that the company's financial, business and customer service objectives are achieved. She is a resourceful leader with the capacity to manage competing priorities with ease while inspiring confidence at all levels. Heidi's attention to detail has proven critical in her Labor Compliance and DBE Program Monitoring.

Experience:

15 years

Education:

High School Graduate

Specialties:

- ♦ Document Control
- ♦ Labor Compliance
- ♦ LCP Tracker
- ♦ Project Documentation

Project Experience

Labor Compliance for Multiple Projects, City of Menifee, CA

Labor Compliance Manager serving as the primary contract person for all labor standard issues and monitoring the labor compliance team's activities. Responsibilities include attending the pre-construction meeting to provide attendees with applicable labor compliance information and handouts and to answer any related questions, continually monitor labor standards activities to ensure compliance with applicable DIR regulations, verify DIR apprenticeship requirements and proper outreach required (DAS forms), and monitor certified payroll audits and field interviews. Also maintains all project documentation and project files. Projects include the Newport Road Widening and the Traffic Signal Upgrade projects. Current and completed project values range from \$174K to \$3M and have originated from a variety of local, state and federal sources.

Labor Compliance for Multiple Projects, City of Corona, CA

Labor Compliance Manager over several projects for the City. Responsibilities include continuous monitoring of labor activities to ensure compliance with applicable DIR regulations, verification of DIR apprenticeship requirements and proper outreach required (DAS forms), and monitoring certified payroll audits and field interviews. Oversees W&A staff that perform Certified Payroll audits and employee interviews. Also maintains all project documentation and project files. Projects vary and have included street widening, landscaping, utility relocations and waterline installations.

Crown Valley Community Park Tier 1 Recreational Improvements Project, Laguna Niguel, CA

Project Administrator/Labor Compliance Officer for this \$5M regional park project. Responsibilities included processing of submittals, change orders, progress payments, RFI's, T&M validation, electronic archiving, scheduling of 3rd party services, scheduling and minutes for progress meetings, communication liaison between owner and contractor. Duties also included performing labor compliance audits, checking and monitoring certified payroll with daily extra work reports and contract change order work.

Salt Creek Trail Project, Laguna Niguel, CA

Project Administrator/Labor Compliance Officer for this \$650K trail project. Responsibilities included processing of submittals, change orders, progress payments, RFI's, T&M validation, electronic archiving, scheduling of 3rd party services, scheduling and minutes for progress meetings, communication liaison between owner and contractor. Duties also included monitoring labor compliance checking and monitoring with daily extra work reports and contract change order work.

Woods Valley Water Reclamation Facility, Phase 2 Expansion, Valley Center Water District, CA

Labor Compliance Auditor/Office Engineer for this \$10.5M facility capacity upgrade from 75,000 GPD to 275,000 GPD. Managed and oversaw labor compliance activities including certified payroll, employee interviews and reports. Other project duties included project documentation, processing RFI's, submittals, contract change orders, progress payments, weekly meeting minutes, testing log and project files.

Charlan Road Recycled Pond Project, Valley Center Water District, Valley Center, CA

Labor Compliance Auditor/Office Engineer for this \$5M recycled pond construction project. Managed and oversaw labor compliance activities including certified payroll, employee interviews and reports. Additional project duties included project documentation, processing RFI's, submittals, contract change orders, progress payments, weekly meeting minutes, testing log and project files.

South Collection System Project, Valley Center Water District, Valley Center, CA

Labor Compliance Auditor/Office Engineer for this \$2M gravity main sewer project. Project duties included project documentation, processing RFI's, submittals, contract change orders, progress payments, weekly meeting minutes, testing log, labor compliance auditing and project files.

Crown Valley Community Park Tier 2 Entry Improvements Project, Laguna Niguel, CA

Project Administrator/ Office Engineer for this \$10M bridge and parking lot improvement project at this regional community park. Responsibilities included processing of submittals, change orders, progress payments, RFI's, T&M validation, electronic archiving, scheduling and minutes for progress meetings. Duties also included monitoring contract change order work.

91 Freeway Design Build Project, Riverside County Transportation Commission, Corona, CA

As Project Administrator, responsibilities included time keeping, budget management and accounts receivable. Also handled project work related to labor compliance and field operations monitoring. Prepared invoices, checked timesheets with payroll to verify hours, coordinated all project documentation for our company and distributed to appropriate parties within the CM team.

Sepulveda and Marine Drive Intersection Improvement Project, Manhattan Beach, CA

Project Administrator/ Office Engineer for this \$750K intersection improvement project. Responsibilities included processing of submittals, change orders, progress payments, RFI's, T&M validation, electronic archiving, scheduling of 3rd party services, scheduling and minutes for progress meetings, communication liaison between owner and contractor. Duties also included monitoring labor compliance checking and monitoring with daily extra work reports and contract change order work.

Sepulveda Water Main Replacement Project, Manhattan Beach, CA

Project Administrator/ Office Engineer for this \$1.3M Waterline Replacement project. Responsibilities included processing of submittals, change orders, progress payments, RFI's, T&M validation, electronic archiving, scheduling of 3rd party services, scheduling and minutes for progress meetings, communication liaison between owner and contractor. Duties also included monitoring labor compliance, checking and monitoring daily extra work reports and contract change order work.

Reservoir 3 Project, City of Corona, CA

Project Administrator and Office Engineer for this \$3.3M DYK Style 2.5 MG tank project. Responsibilities include processing of submittals, change orders, progress payments, RFI's, T&M validation, electronic archiving, scheduling of 3rd party services, scheduling and minutes for progress meetings, communication liaison between owner and contractor. Duties also included monitoring labor compliance, checking and monitoring daily extra work reports and contract change order work.

Marine Drive Synthetic Turf Soccer Field, Manhattan Beach, CA

Project Administrator responsibilities included time keeping, budget management and accounts receivable. Also handled project work related to labor compliance and field operations monitoring.

As-Needed Construction Inspection Services, Irvine, CA

As Project Administrator, responsibilities include time keeping, budget management and accounts receivable. Also handles project work related to labor compliance and field operations monitoring and prepares Certified Payroll for our inspection staff.

On-Call Construction Management and Inspection Services, City of Murrieta, CA

As Project Administrator, responsibilities include time keeping, budget management and accounts receivable. Also handles project work related to labor compliance and field operations monitoring.

Indian Wells Country Club, FMDA, Indian Wells, CA

Project Administrator for preparation and management of contract documents and project support for as-needed engineering services for variety of public works projects.

Executive Summary

Ms. Gallis brings over a decade of related experience serving in various administrative roles at construction related firms. She brings extensive knowledge in Human Resources and accounting principles along with detailed record keeping management skills. This background provides Christine with the necessary attention to detail and skills to support project teams. She uses strong interpersonal communication to provide quick and accurate answers. Her ability to learn quickly has proven beneficial on her projects and to our clients.

Experience:

10 years

Education:

BS, Business Administration,
University of Phoenix

Training/Certifications:

- ♦ Group Office
- ♦ MS Office Suite

Project Experience

Riverside Drive Waterline, Ontario Municipal Utilities Company, Ontario, CA

Project Administrator on this \$500K waterline project through major arterials. Duties include administration and documentation support, processing correspondence, submittals, project schedule, budgets and weekly updates.

Various Projects, Southern CA

Project Coordinator for several transportation projects in Southern California. Responsibilities included maintaining project files, composing and editing correspondences, preparing standard reports, contracts/agreements, change orders and other various forms and checking document contents for accuracy. Also assisted with project close-out process and maintenance of archiving on-site and off-site files.

Human Resources Manager, Woodland Hills, CA

Human Resources Manager for a construction management and inspection firm that specialized in transportation projects. Designed and administered human resources policies and procedures (Auto policy, Cell Phone policy, etc.). Consulted with legal counsel on personnel matters, implemented and maintained HRIS system and prepared internal employee communications regarding compensation, benefits and company policies. Trained office staff and project administrators on proper recordkeeping and document control systems. Worked closely with Project Managers to ensure project staff was safety trained and up-to-date on mandatory state and federal labor laws.

Administrative Manager, Woodland Hills, CA

Managed office staff and trained new staff on recordkeeping for both the company files, as well as project specific files. Responsible for accounts payable and accounts receivable. Created invoices based on inspector and other staff daily reports and time cards. Verified accuracy of time cards. Ordered supplies (vehicles, computers, cell phones, etc.) for office.

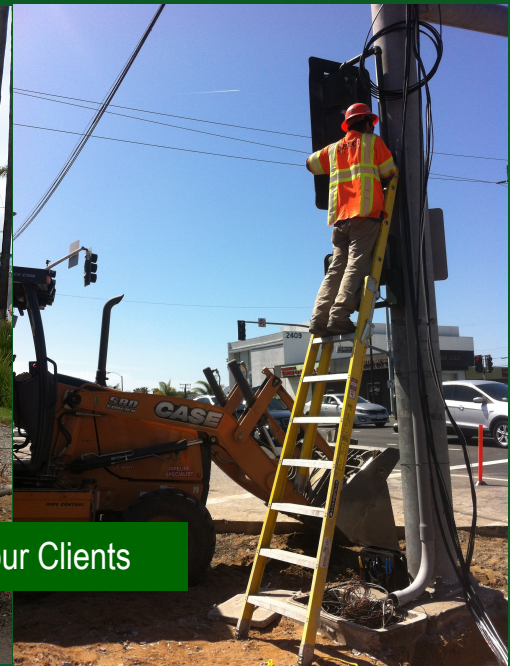


Construction Management and Inspection Services for the Vermont Avenue Traffic Signal Upgrade Project

RFP Response to
the City of Gardena



JN 930
March 15, 2021



Dedicated to Providing Quality and Creating Value for our Clients

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March 15, 2021

William E. Mendoza, PE—Associate Engineer
City of Gardena
1717 West 162nd Street
Gardena, CA 90247

Subject: Response to RFP for Construction Management and Inspection Services for Vermont Avenue Traffic Signal Upgrade Project JN 930
(Measure R Highway Funded Project)

Dear Mr. Mendoza:

Wallace & Associates Consulting, Inc. (W&A) is pleased to present our proposal to provide construction management services for the City of Gardena (City). W&A is a local leader in performing these exact services on similar projects for many cities and other public agencies throughout Southern California.

About W&A. Since establishing the firm in January 2010, our mission has been to provide cost-effective project implementation, construction phase services and staff augmentation solutions for public agencies. Our **lean overhead structure** is what sets us apart from other companies. By keeping our costs low, we can provide high-quality staff and services and help manage our client's costs. W&A is committed to providing highly qualified project managers, construction managers, inspectors, project engineers, office engineers, labor compliance and administrative staff for a wide range of CIP and development projects. Currently, W&A has over 40 associates with varied backgrounds and deep experience in public works. Our proposal demonstrates W&A's experience in providing construction management and inspection services on similar projects, highlights our staff's qualifications and experience, and shows the City our cost-effective approach to staffing projects and managing resources. For more information see our website at www.wallace-cm.com.

An Experienced Team. Our President, **Carl Wallace, PE**, will act as the Principal-in-Charge and will have overall responsibility for our team and services. Once our work starts, he will be responsible for scheduling personnel and ensuring excellent client service. He will also provide QA/QC for our company and have responsibility for the performance of our team, the satisfaction of the City and the overall success of the projects. Carl brings strong management experience having worked throughout the state for over 20 years on major projects in the construction phase. He has managed hundreds of similar construction services contracts on a statewide basis and has worked in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Jose, Sacramento, San Francisco, Modesto, Tulare and Mono.

Senior Project/Construction Manager, **Jonathan Smith, PE**, is a hands-on, results-oriented leader with a proven history of productivity and an ability to take complex issues and get to a consensus quickly. During his 30 plus-year career, he has worked for numerous agencies throughout Southern California in roles varying from Director of Public Works to Senior Civil Engineer. Jonathan is experienced at analyzing complex budgets and technical reports and developing and revising contracts and legal documents using federal, state, and local laws, rules and regulations. He has experience related to construction management and design of roadways, water/wastewater projects, sound walls, retaining walls and buildings. Jonathan has been responsible for supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule reviews, storm water pollution prevention plan preparation and compliance, claims mitigation, selection committee interviews, cost estimate preparation, reviewing and designing structure-related shop drawings and assuring compliance with plans, specifications and various agency regulations, presentations to city councils and other stakeholder groups. He is a highly effective project and construction manager who possesses the ability to develop teams by using strong organizational, interpersonal and critical thinking skills. Jonathan recently managed several traffic signal projects for the City of Menifee while he was Director of Public Works, including designing and constructing traffic-calming improvements and he also recently working as Project Manager for the City of El Monte for various traffic signal projects throughout the City.

Senior Construction Inspector, **Cesar Ramirez, EE**, is a Civil Engineering professional with over 25 years of construction and engineering project management expertise as well as budgeting, planning, inspection and staff management experience. He has worked extensively throughout Southern California on several city CIP projects that include traffic signal upgrades and street/road rehabilitations. Cesar understands different funding requirements as well as local, state and federal regulations. He just finished providing inspection for several traffic signal upgrades for the City of Culver City and previously for Corona, Murrieta and Garden Grove. Cesar resides in Yorba Linda.

We are also including **Dennis Janda, Incorporated (DJI)** as our subconsultant to provide surveying services. We are confident the City will be happy with DJI's work effort. DJI is a private corporation providing land surveying and mapping services. The owners and managers of DJI have worked together for both public and private sectors clients, throughout California since 1997.

Scope of Services Overview. We understand the City of Gardena is requesting proposals for construction management and inspection services for the Vermont Avenue Traffic Signal Upgrade Project JN 930. The project consists of upgrading the traffic signal system for two intersections, namely Vermont Avenue intersection with Rosecrans Avenue and Vermont Avenue intersection with Redondo Beach Boulevard. The project consists of localized PCC pavement reconstruction including new PCC pavement, curb, gutter and sidewalk as part of a left turn lane extension as shown on the plans. ADA curb ramps shall also be R&R for both intersections. The TSS of both intersections will be extensively upgraded by replacement of traffic signal poles, vehicular and pedestrian heads, cabinets, battery backup, detectors, streetlights,

1 – Cover Letter



street names, signages and striping as shown on the plans and specifications. The project will be given a 45 working day construction schedule and construction budget of \$1.2M. W&A brings a solid reputation of providing these exact CM services to similar cities and agencies and appreciates the opportunity to offer the City the same resources. Below are some of our relevant project highlights:

- ✓ **City of Culver City** – **Various Traffic Signal Improvement Projects (\$630K)** – Provided construction inspection for traffic signal rewiring projects which included traffic signal construction
- ✓ **City of El Monte** – **Traffic Signal Installation at Santa Anita Avenue and McGirk Avenue (\$400K)** – Currently providing construction management for video detection updates, traffic signal updates at various intersections and wayfinding sign installation at various intersections
- ✓ **City of Garden Grove** – **Harbor Boulevard Traffic Signal (\$550K)** – Provided resident inspection for major arterial road traffic signal improvement project
- ✓ **City of Murrieta** - **Whitewood Avenue Widening (\$6M)** and **Madison Avenue Widening (\$7M)** – Provided resident inspection during roadway widenings that included fully signalized intersections
- ✓ **City of Corona** – **Green River Road Widening (\$6.2M)** – Project and construction management during an arterial widening project and traffic signal upgrades
- ✓ **City of Laguna Niguel** – **Crown Valley Community Park (\$9.5M)** – Tier 2 entry improvements and intersection improvements on the major arterial at Crown Valley Parkway

For the past 11+ years clients have continued to choose W&A for our responsiveness, our experience and our commitment to the success of every project. As W&A's President, I will serve as the Principal-in-Charge for the contract. This proposal shall be valid for 90 days from the date of the submittal. W&A is excited for the opportunity to continue to provide construction management services to the City of Gardena for this project and believes our detailed qualifications that follow this letter will meet and exceed the City's requirements. I can be reached anytime by phone (951-966-7774) and email (carl@wallace-cm.com).

Sincerely,

A handwritten signature in cursive script that reads "Carl Wallace".

Carl Wallace, PE—President/Principal-in-Charge

Section 2 – Firm Overview



Wallace & Associates Consulting, Inc. (W&A) was established in January 2010 as a sub chapter S-Corporation to provide cost-effective project implementation, construction phase services and staff augmentation solutions for public agencies such as the City of Gardena. Our business model is one of lean efficiencies and low overhead, allowing us to pass along savings to our clients. W&A only provides project management, construction management, inspection, labor compliance monitoring and administrative services throughout Southern California to our clients. By not performing design work, we eliminate any potential conflicts of interest or the potential to 'overlook' a design flaw. Currently, W&A has over 40 associates and a pool of several part-time inspectors able to provide services to clients on short notice. One notable benefit with W&A is our ability to provide part-time Project Managers, Construction Managers and Inspectors (as needed by the client) as well as complete construction management teams.

W&A Legal Name and Address: Wallace & Associates Consulting, Inc.
Corporate Office: 1655 East 6th Street, Suite A-4a, Corona, CA 92879
Mailing Address: PO Box 909, Murrieta, CA 92564
Employer Federal Identification Number: 27-1653492

Legal Form of Company: Sub Chapter S Corporation (Wyoming)
Fax and Phone Numbers: (951) 966-7774 | Fax: (951) 848-0842 |
W&A Website: www.wallace-cm.com

W&A is 100% woman-owned by Cathy Wallace, SPHR. Cathy Wallace, SPHR, Carl Wallace, PE, Bryan Tuschhoff, CMIT, QSP and Heidi Nesper are all authorized to bind the firm into contracts. Cathy Wallace, SPHR, and Carl Wallace, PE can enter into contract negotiations on behalf of Wallace & Associates Consulting, Inc.

Most of our 40+ staff have over 20 years of experience and have completed hundreds of public agency CIP projects in Southern California. Our Project Managers are licensed Professional Engineers with experience in all aspects of design and construction. Our Construction Managers have either worked as a contractor or have a professional engineer license, or both and have earned specialized certifications including Certified Construction Manager and Certified Construction Manager in Training. Our inspection staff includes ACIA certified inspectors, inspectors with QSP certifications, inspectors who previously worked as soil technicians and who understand all the testing requirements for mass grading and infrastructure work. We have staff with D-1, D-2, D-3, D-5, T-1 and T-3 certifications for water distribution and treatment. We also have staff that are NASSCO Certified Cured-in-Place Pipe Inspectors, Certified Cross Connection Specialists, Certified Welding and Structural Steel Inspectors, NACE Certified Coating Inspectors and numerous inspection staff with concrete and asphalt inspection certificates. They also have experience with testing related to water projects including hydrostatic testing, chlorination/de-chlorination, dewatering and bac-t tests. Our W&A team members have previously worked for years within local City Public Works Departments, Park Departments, Water Departments, Utility Agencies, engineering consulting firms and even as contractors.

With over 40 associates, W&A can provide the City with a full engineering services team with services including not only construction management and inspection, but also project management, specialty inspection, office engineering, labor compliance and administration. These resources ensure W&A is capable of working on a wide variety of public works infrastructure projects. Most relevant, W&A has provided the exact requested services for numerous clients throughout Southern California.

Clients continue to choose W&A for our responsiveness, our experience in a variety of CIP and Development projects and our staff's personal commitment to help ensure the success of every project. We are proud of the fact that many of our initial clients have renewed multi-year contracts with us over the years. We look forward to adding the City of Gardena to our expanding list of satisfied clients.

Section 3 – Project Team



W&A has relevant PM, CM and inspection experience and expertise for virtually every type of project that a City could implement in their capital and land development programs. We have an enviable track record of providing highly qualified and experienced staff to support any project within Southern California. Our Project/Construction Managers each bring in-depth understanding of project life cycles, potential challenges and the ability to provide resolutions for any encountered issue. They have worked on every type of typical CIP project that includes:

- | | | | |
|------------------------|--------------------------|--------------------------------|-------------------------------------|
| ✓ ADA upgrades | ✓ Landscaping | ✓ Sidewalks, curbs and gutters | ✓ Traffic signals |
| ✓ Bike trails | ✓ Medians | ✓ Slurry programs | ✓ Water storage and distribution |
| ✓ Bridges | ✓ Micro tunneling | ✓ Sports fields | ✓ Water/Wastewater treatment plants |
| ✓ Buildings | ✓ Mitigation areas | ✓ Storm drains | ✓ Well drilling and equipping |
| ✓ CIPP Rehabilitation | ✓ Parks | ✓ Street lighting | ✓ Wet and dry utility installation |
| ✓ Directional drilling | ✓ Playground equipment | ✓ Street rehabilitation | |
| ✓ Drainage facilities | ✓ Pump and lift stations | ✓ Streets | |
| ✓ Emergency projects | ✓ Sewer systems | | |

We provide the City with:

- ✓ Over 40 local professionals specializing in project management, construction management, construction inspection, labor compliance and administrative support.
- ✓ Experience with CIP projects including traffic signal improvements, street and pavement infrastructure projects, water infrastructure projects, sewer infrastructure projects, storm drain infrastructure projects, municipal facilities (building) improvement projects, park improvement/construction projects, stormwater improvement projects (green streets, regional, etc.), electrical and lighting improvements, landscaping improvements, bike paths/trails, new building and facility construction projects and inspection and compliance with local and regional standards.
- ✓ In-house ability to provide technical and specialized services including constructability reviews, labor compliance and certified payroll monitoring, document control, office engineering, scheduling, cost estimating and grant funding assistance, etc.

Key Personnel

W&A has a successful and extensive record of providing on-call construction management and inspection services to dozens of agencies and cities in Southern California. Over 80% of our contracts are as-needed in nature; many of our clients repeatedly renew our contracts. We maintain this positive record by working closely with our clients to understand their projects and providing multiple resumes of qualified associates that can perform the work. W&A commits to providing this same client focused service to the City. Once an individual is selected for a specific project, we commit to providing this same individual for the duration of the assignment. The only time this might change is when an unforeseen personal circumstance arises; this scenario is always possible, but we have rarely experienced it. In this case, we will always be able to propose an equally qualified replacement.

Carl Wallace, PE, will be the City's main point of contact. Carl's strength is his ability to match staff to the right projects. His strong understanding of CM and inspection services helps him determine the right level of staff for each project. He also understands that construction is fluid and can provide the right inspector to service multiple jobs sites in one day or on a part time basis—whatever the City's needs may be. We currently have over 40 associates providing field services including construction management, inspection, labor compliance and project management. Plus, we have a pool of inspectors available to come to work on short notice; with 48 hours' notice our inspectors will be ready at the project site. Since W&A specializes in field and construction phase services, we maintain a low, competitive overhead rate. We don't maintain large offices with specialized equipment as firms that provide design and engineering services are required to do. A key benefit to this low-cost structure is our resulting ability to provide our staff with better pay and benefits. This allows us to easily recruit and retain highly qualified associates. We have experienced a staff turnover rate of less than 5% since starting the business over 11 years ago.

Clients continue to choose W&A for our responsiveness, our experience in a variety of CIP and Development projects and our staff's personal commitment to help ensure the success of every project. We are proud of the fact that many of our initial clients have renewed multi-year contracts with us over the years.

In staffing our team, we have identified the following personnel within the firm who have proven track records in successfully delivering these services. The amount of time and anticipated level of effort for each key personnel will be determined based on the individual project's scope.

Principal-in-Charge, Carl Wallace, PE – Carl has spent his 30-year career delivering construction management solutions throughout Southern California and the Western United States including Utah, Nevada and Texas. Since starting the firm 11+ years ago, he has focused on providing exceptional value and service to clients like the City on public works, water, street, and related capital projects for cities and other public agencies. Carl currently and actively oversees W&A's contracts for construction management and inspection for cities including Pomona, El Monte, Torrance, Santa Monica, Culver City, Manhattan Beach, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, Lake Forest, Oceanside, Escondido, Chino, Corona, Murrieta, Ontario, Rialto and Temecula, and for utility agencies including California American Water Company, Golden State Water Company, Ontario Municipal Utilities Company, Moulton Niguel Water District,

Section 3 – Project Team



Inland Empire Utilities Agency, Coachella Valley Water District, Indio Water Authority, Rancho California Water District, Elsinore Valley Municipal Water District and Western Municipal Water District. As either a divisional leader or company owner, Carl has successfully managed similar professional service contracts for clients over the past 20 years. Prior to forming W&A, Carl worked for over 11 years managing construction contracts for SANDAG in San Diego.

Senior Project Manager/Senior Construction Manager, Jonathan Smith, PE – Jonathan is a hands-on, results-oriented leader with a proven history of productivity and an ability to take complex issues and get to a consensus quickly. During his 30 plus-year career, he has worked for numerous agencies throughout Southern California in roles varying from Director of Public Works to Senior Civil Engineer. Jonathan is experienced at analyzing complex budgets and technical reports and developing and revising contracts and legal documents using federal, state, and local laws, rules and regulations. He has experience related to construction management and design of roadways, water/wastewater projects, sound walls, retaining walls, and buildings. Jonathan has been responsible for supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule reviews, storm water pollution prevention plan preparation and compliance, claims mitigation, selection committee interviews, cost estimate preparation, reviewing and designing structure-related shop drawings and assuring compliance with plans, specifications and various agency regulations, presentations to city councils and other stakeholder groups. He is a highly effective manager who possesses the ability to develop both entry-level and experienced staff into participatory teams by using strong organizational, interpersonal and critical thinking skills. Jonathan recently managed several traffic signal projects for the City of Menifee. Jonathan was a true “hands-on” Director of Public Works/City Engineer, participating in project roles including designing and constructing traffic-calming improvements. He has recently provided Project Management services for various traffic signal projects for the cities of El Monte and Oceanside.

Senior Construction Inspector, Cesar Ramirez, EE – Cesar is a Civil Engineering professional with over 25 years of construction and engineering project management expertise as well as budgeting, planning, inspection and staff management experience. He has worked extensively throughout Southern California on several city CIP projects that include street/road rehabilitation and traffic signal upgrades. Cesar understands different funding requirements as well as local, state and federal regulations. He just finished providing inspection for the cities of Corona, Culver City, Downey as well as Elsinore Valley Municipal Water District. Cesar provided inspection services for the Euclid Street/Garden Grove Blvd/Woodbury Avenue Rehabilitations and Palmwood Sidewalks (\$3.8M) and Magnolia Street Rehabilitation (\$3.8M) projects for the City of Garden Grove and Lakewood Boulevard Street Rehabilitation project for the City of Downey. Cesar has also performed detailed documentation for federal and state funded projects as an inspector.

Project Administrator, Teresa Rodriguez – Teresa has over 15 years of construction contract and project administration experience in the public works and private development sectors. She brings strong proficiency in the use of Construction Management Project Control systems and software for construction project administration. Her strength lies in her ability to complete a wide range of project-related responsibilities with a strong understanding of the construction process. She is knowledgeable in assisting on projects from design through the completion of construction.

Subconsultants. W&A understands that, based on the project needs, we may need to utilize the specialized expertise of other firms. We have established working relationships with the following local specialty firm that we can use as needed:

Surveying Services, Dennis Janda, Incorporated (DJI) – DJI is a private corporation providing land surveying and mapping services. The owners and managers of DJI have worked together for both public and private sectors clients, throughout California since 1997. DJI's core staff has their roots in the traditional disciplines of land planning, civil engineering, land surveying and mapping. Upon this foundation they added a diverse team of professionals using the best use of equipment and technology to contribute to their client's specific project goals and schedules.



DJI provides land surveying services in support of wide range of projects and their staff has extensive experience in all aspects of land development and public works surveying projects throughout California. Their services include:

- Deformation/Subsidence Surveys
- Boundary/Property Surveys
- Geodetic Control Surveys
- Right-of-way Surveys
- ALTA/ASCM Surveys
- Civil Engineering Design Surveys
- Topographic Surveys
- GPS Surveying
- Subsurface Utility Inventories
- Photogrammetry/Aerial Surveys
- Construction Survey Staking
- 3D Laser Scanning and Imaging Surveys
- Elevation Certificates

Section 4 – Related Project Experience



On-Call Construction Inspection Services

City of Garden Grove, CA (Feb 2016 – Present)

Related Elements

CI services for traffic signal projects

W&A Key Staff

Contract Manager: Carl Wallace, PE

Construction Managers: John Reidinger, CCM, Paul Allison, CCM

Construction Inspectors: Cesar Ramirez, EE, Pat Shen, QSP, Paul Allison, CCM, Frank Moreno, David Valenzuela, EIT

Client Contact

Nick Hsieh, PE, Associate Engineer
(714) 741-5190

nhsieh@ggcity.org

W&A is providing on-call construction inspection services for CIP projects. The contract includes street and roadway rehabilitation, facility, parks and utility relocation projects. Street rehabilitation projects are funded through federal, state and local sources. Inspection duties include DIR's, photo records, coordination with project manager, traffic control, Weekly Statement of Working Days, RFI's, progress payments and quantity takeoffs. The following projects are or were supported by W&A staff:

- Harbor Boulevard Traffic Signal (\$500K)
- Valley View Street Improvements (\$250K)
- Brookhurst Street Rehabilitation – Lampson to Chapman (\$1.6M)
- Euclid Street Rehabilitation – Lampson to Chapman (\$2M)
- Euclid Street/Garden Grove Blvd/Woodbury Avenue Rehabilitations and Palmwood Sidewalks (\$3.8M)
- Knott Street Rehabilitation (\$2.2M)
- Magnolia Street Rehabilitation (\$3.1M)
- Westminster and Buaro Street Rehabilitation (\$2M)
- Chapman Avenue Pavement Reconstruction (\$2.4M)
- Chapman Avenue Residential Pavement Reconstruction (\$1.8M)
- Cannery-Imperial Interim Storm Drain Improvements from Gilbert Street and Imperial Avenue to Garden Grove Boulevard and Cannery Street City (\$3M)
- La Bonita Street Storm Drain Improvement Project (\$1.1M)
- Ranchero Alley and Lampson Drainage (\$400K)
- City Council Chambers Renovation (\$550K)
- Police Department Headquarters Renovation (\$800K)

On-Call Construction Management and Inspection Services

City of El Monte, CA (June 2020 - Present)

Related Elements

CM&I services for traffic signal project

W&A Key Staff

Project Manager: Carl Wallace, PE

Construction Manager: Barry Safa, PE,

Construction Inspectors: Cesar Ramirez, EE

Client Contact

Braden Yu, PE, Public Works & Utilities
Director

(626) 580-2058

byu@elmonteca.gov

W&A is providing construction management and inspection services for CIP projects throughout the City. Project elements involve federally funded projects, state funded projects, water infrastructure projects, sewer infrastructure projects, storm drain infrastructure projects, street and pavement infrastructure projects, municipal facilities (building) improvement projects, park improvement/construction projects and stormwater improvement projects (LID, green streets, regional, etc.). A recent project includes:

- Traffic Signal Installation at Santa Anita Avenue and McGirk Avenue, CIP 802 (\$400K)

Construction Management, Inspection and Administrative Services

City of Manhattan Beach, CA (June 2013 – Present)

Related Elements

CM&I services for traffic signal project

W&A Key Staff

Contract Manager: Carl Wallace, PE

Construction Managers: John Reidinger, CCM, Doug Blois, PE, QSD

Construction Inspectors: Jin Chong, ICC, AWS, Eric Maher, QSP, Doug Blois, PE, QSD, Rick Barajas

Office Engineering: Heidi Nesper

Project Administration: Heidi Nesper

Client Contact

Michael Guererro, PE, Project Manager
(310) 802-3510

Mguererro@citymb.info

W&A assists the City by providing construction management, inspection and administrative services on CIP projects, industrial and commercial developments. The construction of these developments includes mass grading and installation of sewer, water and storm drains. Inspectors also prepare daily reports with photographs, attend meetings and work with the City and contractors to remediate any concerns or issues. Specific inspection projects include:

- Sepulveda Boulevard at Marine Avenue Traffic Signal Improvement Project (\$1M)
- Citywide Sidewalk Replacement Project (\$1M)
- Citywide Manhole Rehabilitation Project (\$500K)
- Sepulveda Boulevard and 2nd Street Water Main Replacement (\$1.3M)
- Cycle 2 Citywide Sewer Improvements (\$1.5M)
- Citywide Storm Drain Improvements (\$2M)
- 2020 Citywide Cycle 2 Sewer and Storm Drain Projects (\$2.5M)
- Big Marine Park AYSO Soccer Field Project (\$1.7M)

Section 4 – Related Project Experience



Project Management and Administrative Services

City of Chino, CA (Jan 2019 – Present)

Related Elements

CM services for traffic signal project

W&A Key Staff

Contract Manager: Carl Wallace, PE

Project Manager: John Reidinger, CCM

Deputy PM/Admin Support: Melanie Lindbeck

Client Contact

Maria Fraser, CIP Engineering Manager

(909) 334-3310

Mfraser@cityofchino.org

W&A is providing project management and administration for various CIP projects throughout the City. The project work includes developing and managing projects included in the City's 5-year Capital Improvement Program (CIP). The City's CIP includes projects under several categories: parks, public facilities, water, sewer, sanitation, storm drain, streets, traffic and miscellaneous. The 2018/19 budget was approximately \$59M divided between 50 projects. Elements involve construction and repair of roads and bridges, installation and upgrade of traffic signals, rehabilitation of water and sewer lines, construction and repair of roads and bridges, installations and upgrade of traffic signals, rehabilitation of water and sewer lines, construction and renovation of parks and City facilities and installation of streetlights and sidewalks. Recently completed and/or current projects include:

- FY 2018-19 Street Rehabilitation and TSM at Riverside Drive (\$2.5M)
- Local Street Overlay - Walnut & East End Neighborhoods (\$1.5M)
- 3-System Storm Drain at Ross, Walnut and Magnolia Avenues (\$2.6M)
- Magnolia Avenue Storm Drain at Salem Street and Carissa Avenue (\$700K)

On-Call Project Management, Inspection Services and Labor Compliance

City of Menifee, CA (Dec 2010 – Present)

Related Elements

CM&I services for traffic signal projects

W&A Key Staff

Project Manager: Carl Wallace, PE

Construction Inspectors: Keith Barnett,

Bob Cartwright

Labor Compliance: Rachael Highley, Heidi

Nesper, Kim Brown

Client Contact

Carlos Germino, PE, Principal Engineer

(951) 672-6777

cgeronimo@cityofmenifee.us

W&A is providing land development, encroachment permit, SWPPP/NPDES general permit and capital improvement project management and inspection services for the City of Menifee. The scope of the projects includes the city's entire land development and capital improvement program. **W&A staff have also provided project management for 44 traffic signal projects for the City of Menifee totaling over \$19M.** Completed and current projects include:

- Antelope Road and Garbani Road Traffic Signal Upgrades (\$300K)
- Ash Street Improvements (\$550K)
- Annual Slurry Seal Improvements (\$1.2M)
- Belcanto/Andalusia Neighborhood Street Resurfacing (\$1M)
- Scott Road Pavement Rehabilitation (\$750K)
- City-Wide NPDES Inspections
- Safe Route to Schools (\$1M)
- Various Tracts and Commercial development projects throughout the City (\$250M+)

W&A is also providing labor compliance services for state and federally funded projects. Duties include attending the pre-construction meeting to provide applicable labor compliance information handouts and to answer any related questions, monthly reporting, monitor labor determinations throughout the project to ensure compliance with applicable DIR regulations, verify DIR apprenticeship requirements and proper outreach required (DAS forms), perform certified payroll audits, verify contractor is uploading to DIR website and provide field interviews. Projects include:

- Encanto Drive Neighborhood Street Resurfacing (\$700K)
- Lyle Marsh Park Playground Improvements Project (\$105K)
- Menifee Lakes Slurry Seal Phase 1 Project (\$490K)
- Miralago/Lake Pointe Street Resurfacing (\$360K)
- Newport Road and Menifee Road Street Improvements (\$175K)
- Newport Road Rehabilitation from Bradley Road to Murrieta (\$856K)
- Newport Road Widening from Haun Road to Bradley Road (\$3M)
- Ridgewood Road Repairs (\$450K)
- Rustlers Ranch Phase 1 Resurfacing and ADA Improvements (\$864K)
- South of Rouse Road and West of Bradley Road Resurfacing (\$390K)
- Sun City Boulevard ADA Improvements Project (\$68K)
- Sun City Boulevard ADA Improvements Project (\$68K)
- Traffic Signal Installation at Holland Road/Bradley Road and Menifee Road/Aldergate Avenue (\$550K)
- Zone 3-2015 Street Resurfacing (\$400K)

Section 4 – Related Project Experience



As-Needed Project Management, Construction Management, Inspection and Administrative Services City of Irvine, CA (July 2012 – Present)

Related Elements

CM&I services for traffic signal project

W&A Key Staff

Contract Manager: Carl Wallace, PE

Project Manager: Barry Safa, PE

Construction Inspectors: Pat Shen, QSP,
Paul Kraatz, Keith Barnett

Project Administrator: Teresa Rodriguez

Client Contact

Alex Salazar, PE, CIP Administrator
(949) 724-6442

asalazar@cityofirvine.org

W&A is providing project management, construction management, inspection and administrative services for the City. The project work includes CIP, right-of-way and grading projects. The contract includes a variety of project types including facilities, roadways, traffic signals, parks, annual paving, grading, street and roadway construction, and utility relocations. Recently completed and/or current construction inspection projects include:

- Irvine Boulevard Improvements (\$12M)
- 2013/14/15/16/18/19/20 Annual Paving and Slurry Program (\$5M/\$9M/\$6M/\$6M/\$10M/\$7.5M/\$8.5M)
- Five Points Development (\$150M)
- Great Park Development (\$300M)
- Alton Parkway Storm Drain Improvements (\$6M)
- City Fueling Station Improvements (\$750K)
- Campus Drive Bike Path (\$600K)
- San Diego Creek Channel Improvements (\$1M)

W&A is also providing the City with project management services during the design and construction of city-owned improvements in support of the 1,200-acre Orange County Great Park development. Duties include overall management of designers, coordination with CIP administration staff, preparation of project schedules, budgets and weekly updates, management of internal Staff Engineers and Project Administrators in implementing this project to develop the previous El Toro military base. Project will house new training facility for the Anaheim Ducks Professional Hockey team and a new four rink sports complex for skating and hockey tournaments. Projects include:

- Great Park Western Sector C Street and 8th Street Roadway and Infrastructure Project (\$8.8M)
- Great Park Western Sector Landscape (\$3M)
- PA6 Streets and Storm Drains Project (\$3M)
- Signage Project (\$3M)
- Peters Canyon Trail Lighting Project (\$333K)
- AT&T Conduit at Festival Site (\$80K)
- Basin 1, Basin 3 and Basin 6 Projects (\$100K)
- Installation of a temporary above-ground recycled water pipe outside of Ice Facilities Site (\$10K)
- Lift Station Enclosure Improvements Project (\$250K)
- Portable restroom building relocation (\$85K)
- Preliminary engineering work for domestic water service to Visitor Center (\$100K)
- Relocation of Southern California Edison facilities at Festival Site (\$50K)

On-Call Project Management, Construction Management and Inspection City of Corona, CA (May 2011 – Present)

Related Elements

CM&I services for roadway projects

W&A Key Staff

Contract Manager: Carl Wallace, PE

PM/CM: Bryan Tuschhoff, CMIT, QSP, Barry Safa, PE, B-Lic, John Reidinger, CCM, Jeff Schippers, CCM, Peter Ramey, PE, Dennis Phinney, PE, Ken Cope

Cost Estimating: Peter Ramey, PE

Office Engineering: Heidi Nesper, Rachael Highley, Kim Brown, Christine Gallis

Construction Inspectors: Cesar Ramirez, EE, Tom Hall, Pat Shen, QSP, Rick Wiggins, Frank Moreno, Bob Peters, David Babcock, David Zamiski, Steve Platzer, Phil Fikes, Tom Mitchell, Pete Ayala, Gordon Lewis

Labor Compliance/Contract Admin: Heidi Nesper, Rachael Highley, Christine Gallis

Certified Payroll Auditor: Kim Brown

W&A is providing project management, construction management, inspection and labor compliance services for development and CIP projects throughout the City. Project elements involve water and sewer pipelines, lift stations, reservoirs, streets, roadways, streetlights, facilities, parks, land development and utility relocations. A sample of relevant projects include:

- Ontario Cold-In-Place Recycled Asphalt Roadway Rehabilitation (\$2M)
- 2018-19 Pavement Rehabilitation Project (\$1M)
- Foothill Parkway Widening Tamarisk Lane to Teddy Bear Lane (\$1.75M)
- 91 Freeway Design Build (\$1.6B) - Water and sewer relocations (\$50M)
- Arantine Hills Force Main (\$4M)
- CIPP Sewer on Smith Street (\$200K)
- Rincon & Malloy Sewer Replacement (\$1.1M)
- WRF-3 Sewer Force Main Improvements and Temescal Canyon Backbone Electrical Project (\$1.5M)
- Liberty Howe Sewer Line Replacement (\$500K)
- Butterfield Park 30" Directional Drilled Recycled Waterline (\$3M)
- Cajalco Road I-15 Freeway Interchange (WRF-3) New Force Main (\$3M)
- Cerritos Waterline Replacement (\$1.5M)
- Green River Road Widening and Waterline Project (\$6.2M)

Section 4 – Related Project Experience



Client Contact

Vernon Weisman, PE, District Engineer
(951) 739-4912
vernon.weisman@ci.corona.ca.us

- Hummingbird and Sampson Pressure Reducing Stations (\$2M)
- Keith 1220-Zone Potable Water Storage Tank (Reservoir) Project (\$7.2M)
- Masters Drive Recycled Waterline and Repaving Project (\$2.5M)
- R-3 Reservoir and Booster Pumps (\$4M)
- Sixth Street Waterline Extension-Grand to Rimpau (\$863K)
- Temescal/Glen Ivy Waterline Relocation Dawson (\$13M)
- Vista Monterey Recycled Waterline (\$500K)
- Water Reclamation Facility No. 1 Telecommunication Tower (\$500K)
- Well 8a Emergency Generator (\$800K)
- Main Street Metro Development (\$150M)

On-Call Project Management, Construction Management and Inspection City of Murrieta, CA (Feb 2010 – Present)

Related Elements

CM&I services for traffic signals and street improvements

W&A Key Staff

Contract Manager: Carl Wallace, PE

PM: Bryan Tuschhoff, CMIT, QSP

CMs: John Reidinger, CCM, Bryan Tuschhoff, CMIT, QSP, Peter Ramey, PE

Cost Estimating: Bryan Tuschhoff, CMIT, QSP

Constructability Reviews: John Reidinger, CCM

Construction Inspectors: Cesar Ramirez, EE, Eric Maher, QSP, Ken Burris, Richard Scott, Pete Ayala

Client Contact

Bob Moehling, PE, City Engineer
(951) 304-2489
bmoehling@murrieta.org

W&A provides project management, construction management, inspection and labor compliance services to a variety of projects throughout the City. Project types include street and roadway construction, traffic signals, parks, paving, grading, facilities and utility relocations. W&A provides the City with Project Managers, Construction Managers, Resident Inspectors and part-time Inspectors based on the project needs. Our services include managing project schedule and budgets, construction inspection, assistance with project close out and administrative assistance. W&A also coordinates work with the City, local utility companies and other stakeholders. A sample of projects includes:

- Various Traffic Signal Modifications (\$5M)
- Cal Oaks/St Raphael Traffic Signal CIP No. 8257 (\$238K)
- Historic Downtown Traffic Signal Painting Project (\$100K)
- Murrieta Community Center Improvements Project (\$232K)
- Murrieta Senior Center Improvements Project (\$400K)
- Senior Center Outdoor Recreation Area (\$1.1M)
- Sykes Ranch Park (Engineers' Estimate TBD)
- Town Square Park Project Phases 1, 2 and 3 (\$6.1M) 2020 Annual Pavement Rehabilitation Project (\$1.2M)
- Jackson Avenue Widening, Extension and Bridge Project (\$8M)
- Madison Avenue Widening Project (\$7M)
- Warm Springs Parkway South Improvement Project (\$2.6M)
- Whitewood Avenue Widening Project (\$6M)
- Adams/Juniper Water Well Redevelopment Project (\$100K)
- Guava Storm Drain (\$2M)
- Line D and Line D-1 Storm Drain Realignment Project (\$4M)
- California Oaks Sports Park (Engineers' Estimate TBD)
- Jefferson Avenue & Murrieta Hot Springs Road Rehabilitation Project (\$500K)

Ability to Deliver Projects On Time and Under Budget

W&A has an excellent track record of delivering construction projects for owners on time and within budget. W&A works as a team with the City project manager, designer and other stakeholders throughout the life of the construction phase. Recent examples include:

City of Irvine, Irvine Boulevard Widening (Phase 1 & Phase 2) (\$20M) Adding lanes on both sides of road, median landscaping, parkways, utility relocations, traffic signal and intersection, ADA ramps, curb and gutter, landscaping and irrigation. **(Completed on time and under budget)**

City of Corona, Green River Road - Project Management, Construction Management and Inspection (\$6.2M) Grant funding, roadway construction, hardscape, sidewalk and ADA improvements, lighting, traffic signals, landscaping and irrigation. **(Completed on time and under budget)**

City of Corona, 91 Freeway Design-Build Project Sewer Relocations (\$20M) Key features included relocation of sewer and force main throughout project area in over 20 locations including jack and bore pits, trenching in roadway and connections. These locations included work within the Caltrans Right of Way, through city streets and adjacent properties for this \$100M project. **(Our portion of work was completed on time and within budget)**

Section 4 – Related Project Experience



City of Corona, Cajalco Road/I-15 Interchange Project Sewer Relocation (\$3M) Key features included relocation of sewer force main through project area in over three locations. These locations included work within the Caltrans Right of Way, through city streets and adjacent properties for this \$1.6B project. ***(Our portion of work was completed on time and within budget)***

City of Garden Grove, Cannery-Imperial Interim Storm Drain Improvement Project (\$4M) Key features included 60" storm drain project with deep shoring, dewatering, sewer bypass, and SWPPP challenges. Key milestones for rainy season conditional usage were met and exceeded. ***(Completed on time and under budget)***

City of Ontario, Riverside Drive Recycled Waterline (\$1.5M) Key features included 8", 12" and 16" diameter PVC and CML&C WSP recycled water mainline, replacement of watermain, appurtenances, street connections and service connections. ***(Completed on time and under budget)***

City of Santa Ana, Bush Street Bicycle Boulevard, Water Improvements and Sewer Improvements (\$2.5M) Added a bicycle boulevard, replaced water main and sewer maintenance holes, street enhancements of traffic circles and/or bulb-outs at seven street intersections, along with landscaping, and updated signs, striping, and markings. ***(Completed on time and under budget)***

Inland Empire Utilities Agency, Napa Lateral Reclaimed Pipeline Project (\$6M) Key features included two miles of 16" CML&C reclaimed pipeline on Napa (Arterial) Street. ***(Completed on time and under budget)***

Inland Empire Utilities Agency, San Bernardino Avenue Gravity Sewer Project (\$1.2M) Key features included 1,400' of 15" and 18" gravity sewer pipeline. ***(Completed on time and under budget)***

Section 5 – Scope of Work



Approach to Delivering Services

W&A believes that the ability to provide high quality services and error free deliverables to our clients is the direct result of six Key Factors:

1. Significant local resources
2. Recent relevant experience and training
3. Proactive management and communication plan
4. Project specific plan
5. Commitment to problem solving
6. QA/QC plan

Significant Local Resources. W&A has over 40 staff local to Southern California. Being centrally based in Corona enables us to provide excellent access to Los Angeles, Riverside, Orange, San Bernardino and San Diego Counties. Many larger companies with local offices cannot offer our depth of local resources of construction services staff. They are generally based outside the area and/or consist primarily of design staff. With our commitment to providing exclusively project management and construction phase services, we can provide our resources with training and equipment specific to our field services. This allows W&A to provide our clients with well-trained and qualified field staff who are a perfect match to implement the construction phase of their capital program. Also, all our project management, construction management, inspection, administration and labor compliance staff are internal employees. In compliance with AB 5, we do not use any independent contractors. W&A has been fortunate in that more than two-thirds of our staff have been with us for over seven of our eleven years. We typically only use subconsultants for geotechnical and materials testing, large scale public relations, surveying and some types of specialty inspection. An added benefit to complying with this new law helps us to maintain staff continuity in all our services, thereby eliminating costly retraining or the time required to get occasional staff up to speed. Utilizing the same tenured staff is critical for ensuring high levels of quality.

Recent Relevant Experience and Training. Our W&A team members have previously worked for years within local city public works departments, water departments, utility agencies, engineering consulting firms and even as contractors. The majority have a minimum of 20 years of professional CM and/or inspection experience. All have been successfully vetted and confirmed by the rigors of the municipal and/or State Public Agency System and bring that specific knowledge of the process and system to each project. Many possess relevant, specialized certifications. This background ensures that every member of our project team understands that all work must be constructed in accordance with the City's, local and regional standards. Knowing and being familiar with these standards is the foundation for ensuring high quality. Our Construction Managers and Inspectors routinely serve as an expert reference and resource for city and public agency staff pertaining to questions regarding construction management and inspection principles, policies and practices.

Proactive Management and Communication Plan. W&A is very proactive in our approach to project delivery. At the beginning of each project we prepare a project management action plan which outlines the roles and responsibilities of our staff and the client team, including third parties and other stakeholders. This document allows us to clarify, document and stack hands in agreement of the expectations for each team member.

A key aspect of our approach is teamwork and effective, regular communication with both clients and stakeholders. We rigorously interview and hire staff with excellent communication and verbal skills. This sets the bar very high, but we have found these skills lead to the best possible outcomes for our clients. We pride ourselves in maintaining a professional and smooth operation throughout projects.

Prior to starting work our Project/Construction Manager will facilitate the collaboration with the Project Manager/Engineer for the City. Typical items to communicate, depending on the type of work, include review of all plans, special provisions, construction and materials manual, and specifications that apply to the assigned project, review the day-to-day project responsibilities, review the content and format of the daily inspection reports for the project, review the required testing procedures and forms, and discuss roles and responsibilities regarding the City's procedures for notifications, changes, corrections, delays, rejections and tolerances.

For example, for an inspection assignment our staff will coordinate with the City's management each day and review the known activities and their anticipated times. We will develop a work progress plan and schedule for their activities and progression of where they need to be throughout the day. As activities pick up, we can plan for additional part time or day-to-day support if needed, as well as coordinate with the City staff that may have availability at times to assist in covering the work. Prioritizing the work is also important, placing inspection of structures and buried infrastructure ahead of lesser important items of work. The key to dealing with multiple project locations is proactive planning, coordination and constant communication with the field staff.

Project Specific Plan. Each project is different in nature and every client varies in how they approach utilizing consultants to accomplish their goals. W&A understands this as we have worked with dozens of clients in Southern California in each of our service lines throughout each market sector. W&A will provide construction management and inspection support as needed for the duration of the project. There may be intermittent work at times and our staffing is flexible to accommodate these changes on an ongoing basis. Our staff is ready to assist as needed.

Section 5 – Scope of Work



Commitment to Problem Solving. We have a deliberate business strategy to attract and hire professional individuals with a very high level of personal commitment to problem solving. While commitment is not a true technical ability, it is certainly an interpersonal trait that is oftentimes the main driver to achieve our success. It is also a precursor for high quality. Based on specific client feedback, we have learned that our clients continue to choose W&A for our responsiveness, our experience in a variety of CIP and Development projects and our staff's high level of personal commitment to help ensure the success of every project. Problems are inherent in the field of construction; effectively solving these problems is very key to sustaining ongoing high levels of quality.

A great example of commitment to problem solving involves the recent experience of one of our Construction Managers for a mass grading project. During his first week on a job, he could not figure out why the contractor was using potable water for the draw pond in support of the mass grading operation when there was nearby available recycled water. When he asked about it, the contractor they said that they could not use it because there was always a conflict with the adjacent park, parkways and median landscape watering schedule. Unwilling to accept that answer, our CM went to every irrigation timer and checked the start and stop times for each circuit. The CM then came up with a draw pond water schedule to allow for the filling of the pond with reclaimed water. We received feedback from the contractor that our CM had saved them up to \$30K/month with that seemingly simple amount of effort. This initial gesture helped create a collaborative environment where that project ran extremely smoothly throughout the nine-month contract.

Quality Assurance/Quality Control Plan. W&A will administer a program of Quality Assurance/Quality Control (QA/QC) procedures for producing quality work and shall effectively manage and control the work and the budget. The foundation of our QA/QC plan is built upon the prior described Key Factors; we then add our established project controls and documents file structure system and implement it with our Office Engineers and Construction Coordination Specialists to provide continuity, consistency and instant accessibility and availability of data to the client. Our field staff is adept at communicating clearly verbally and in writing for construction documentation. Because of the criticality of accurate documentation, we conduct internal Daily Inspection Report training sessions and apply this same training standard and sign off for subconsultant inspectors as well.

Our QA/QC plan covers each of our typical project deliverables for our construction management, inspection, labor compliance and materials testing services. Deliverables include:

✓ As-Built Plans	✓ Discrepancy or Non-Conformance Notices	✓ Materials Testing Reports	✓ Proposed Final Estimate
✓ Certified Payroll Audits	✓ Employee Interviews	✓ Monthly Progress Reports	✓ Punch Lists
✓ Contract Change Orders	✓ Final Pay Estimate	✓ Operations and Maintenance Manuals	✓ Start-up Plans
✓ Daily Extra Work Reports	✓ Invoices	✓ Project Certification	✓ Weekly Reports
✓ Daily Inspection Reports	✓ Job Site Photos	✓ Project Files	✓ Weekly Statement of Working Days

Our Monthly Report includes Status Logs of all RFI's, Schedule Reviews, Submittal Reviews, Progress Payments, CCO's, Testing, Special Inspections and Public Contacts. If selected, W&A will provide the City with a detailed Quality Assurance/Quality Control Plan and adjust to mirror the City's requirements.

Understanding of the Work to be Done

W&A understands the City of Gardena is requesting proposals for construction management and inspection services for the Vermont Avenue Traffic Signal Upgrade Project JN 930. The project consists of upgrading the traffic signal system for two intersections, namely Vermont Avenue intersection with Rosecrans Avenue and Vermont Avenue intersection with Redondo Beach Boulevard. The project consists of localized PCC pavement reconstruction including new PCC pavement, curb, gutter and sidewalk as part of a left turn lane extension as shown on the plans. ADA curb ramps shall also be R&R for both intersections. The TSS of both intersections will be extensively upgraded by replacement of traffic signal poles, vehicular and pedestrian heads, cabinets, battery backup, detectors, streetlights, street names, signages and striping as shown on the plans and specifications. The project will be given a 45 working day construction schedule and construction budget of \$1.2M.

The City envisions the scope of work for the CM&I to include the following:

1. The project's Design Engineer has initiated plan evaluation of the ADA ramps (on the Los Angeles side only) and has drawn up B-Permit plans per City of Los Angeles standards for checking of LA BOE. After months of curtesy plan review, the following fees had been estimated by the City of Los Angeles: Estimated Plan Checking Fees: \$6,820; Estimated Inspection Fees: \$16,940; Estimated additional plan checking Fees: \$10,000; Required Bond Amount: \$103,000.

The Bond for the B-Permit being required by the City of Los Angeles has been deleted from the CM&I scope. The rest of the fees remains. The CM&I shall include the cost of the above fees and other expenses necessary to secure required bonds in its proposal and shall be part of their contract. Any other unforeseen B-Permit expenses can be subject to additional change. The CM shall also facilitate coordination with the City of Los Angeles during construction to schedule all the necessary inspection by both parties.

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2. Project meetings and coordination with City staff, design engineers and contractors as required.
3. Monitoring contractor's progress and schedule through the preparation of daily and weekly reports and pictures.
 - a. All daily reports and progress pictures shall be emailed at the end of each working day to City staff.
 - b. All daily reports and progress pictures shall be included and indexed in the project close out binder that shall be submitted to the city at the end of the project.
4. Coordinate communications and inquiries amongst City staff, residents, and business owners, tenants and the likes as needed. All pertinent communications shall be included and indexed in the project close out binder that shall be submitted to the city at the end of the project.
5. Conduct inspections as required to ensure that all items are constructed per plans, special and technical provisions of the project including all pertinent code requirements. The CM shall perform the following inspection task, but not limited to, the following:
 - a. Checking and approving material specifications, construction methodologies, traffic control plans and the likes, submitted by the contractor.
 - b. Conduct regular and special inspections to ensure compliance of all work and methodologies.
 - c. Conduct material and field testing as specified in the Special and Technical Provisions.
 - d. All approved materials data sheets, substitutions, traffic control plans, test and field evaluation results shall be included and indexed in the project close out binder that shall be submitted to the city at the end of the project.
6. Regularly check and inspect notices, traffic control and devices and all construction related measures to ensure public safety.
7. Evaluation of contractor's progress payment. CM will be responsible in ensuring correctness of quantities and accomplishments of progress payments and make the necessary recommendation to the city. Responsible to represent the City and negotiate and validate potential contract change order(s).
8. Relocation and or replacement of all survey centerline ties, monuments and benchmarks that will be affected by the construction work. Center line ties are mostly the ones affected by PCC pavement rehabilitation and other concrete flatwork (curb and ADA ramp work). Those centerline ties, monuments and other benchmarks on the pavement, curbs and sidewalks that will not be disturbed by the construction work does NOT have to be restored. Construction staking remains in the scope of the contractor.
 - a. All survey work shall be performed by a Land Surveyor registered in the state of California.
 - b. Prior to start of construction, the surveyor can locate and provide temporary ties for all existing centerline monuments and centerline ties.
 - c. After construction, all existing survey monuments and ties lost or disturbed 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.
 - d. A corner record of these monuments, benchmarks, ties, etc. established or reestablished shall be filed with the LA County Surveyor.
 - e. A copy of the County approved corner records shall be provided to the City.
9. Utility coordination and notices. CM shall ensure smooth flow of communication amongst City staff, contractors and utility companies.
10. Maintaining contract records and changes. All changes shall be included and indexed in the project close out binder that shall be submitted to the city at the end of the project.
11. Monitoring of labor compliance practices of the contractor but not responsible for enforcement. Contractor is to adhere to DIR requirements.
12. Preparation of as-built plans after the completion of construction. The contractor shall keep a set of the project plans and red mark any and all changes or deviation on this set as soon as such occurs. The CM shall monitor and ensure the correctness, completeness and timeliness of the remarks. Upon completion of the project the CM shall transmit red mark plans to Design Engineer. The Design Engineer shall be responsible for the preparation of a final as-built drawing for the project based on the red marks made by the contractor and attested by the CM.
13. At project close out, CM shall submit a project binder (hard copy) with a digital copy (inserted in the binder) with all items mentioned above, material tickets, testing results and whatever relevant documents the CM may deemed relevant to establishing project history for future reference.

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Scope of Work

The below sections convey W&A's clear understanding of the nature of public contracting and capital improvement projects processes, and the work as detailed in the scope of services section of the RFP. In addition to our understanding of, and commitment to providing, the City's scope of work, we have included a description of W&A's work plan and approach to providing construction management and inspection services also follows below. W&A has a high level of expertise and experience in performing the services required for this type of project.

W&A Construction Management Approach. Since these areas form the primary line of our core business, we have a high level of expertise and experience in performing these services. Our team's experience and our proactive approach enable us to stay ahead of the contractor and maintain the project on track for successful completion, on-time and within budget.

Prior to starting work, our Construction Manager will collaborate with our team and City's personnel to agree on an overall plan which will include the following actions:

- ✓ Review of all existing plans, special provisions, construction and materials manual, and specifications that apply to the assigned project
- ✓ Review the day-to-day project responsibilities
- ✓ Review the content and format of the daily inspection reports for the project
- ✓ Review the required testing procedures and forms
- ✓ Discuss roles and responsibilities regarding City procedures for approvals, notifications, changes, corrections, delays, rejections and tolerances

The result will be the overall Construction Management Plan (CMP). Below are our normal items of the CMP, however we will customize our plan to meet the City's expectations and project requirements.

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| ✓ W&A/City internal team kickoff meeting and project management plan | ✓ Bi-weekly progress meetings | ✓ Warranty and guarantees |
| ✓ Familiarity with the project | ✓ Pre-Construction documentation | ✓ Change order review and processing |
| ✓ Communication plan | ✓ RFI's, problems and solutions | ✓ Progress payment processing |
| ✓ Document control | ✓ Quality Assurance (QA) | ✓ Construction disputes |
| ✓ Pre-Construction meeting | ✓ Schedule review and control | ✓ Finalize punch list |
| ✓ Public relations | ✓ Special, deputy and soils inspection and materials testing | ✓ Project closeout |
| | ✓ RFI response and tracking | |

W&A's goal is to provide clients with responsive construction phase services performed by highly capable and experienced professionals. We pride ourselves on the fact that our President and Principal, Carl Wallace, PE, is always available and responsive by phone, in person and/or email to discuss project progress, questions, etc. Our team is eager to deliver high quality projects and staffing solutions to the City. Below is further detail about each of the Construction Management Plan (CMP) components.

W&A/City Internal Team Kick-Off Meeting and Construction Management Plan: W&A will prepare an agenda to review the project and our role in conjunction with the desired scope and roles and responsibilities for each project. We believe you will never get another chance to get the job started right and to have everyone on the same page. It is critical to identify and clarify the key administrative tasks for the project. Our primary focus will be placed on project team roles and responsibilities, flow of information, public relations activities, communications and authorizations, review of project documents, scope, schedule, quality assurance, schedule, cost control and funding compliance. This will be formalized into the written Construction Management Plan (CMP) and distributed to the team members.

Familiarity with the Project: The first thing we do prior to the start of work is become familiar with the project. In order to acquire this familiarity W&A will visit the project site and construction areas. When the plans and specifications are currently being developed, W&A will review project scope and become familiar with the following:

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| ✓ Construction drawings showing details of the proposed method of construction | ✓ Methods of resolving construction delays |
| ✓ Phasing, scheduling and sequencing of operations to be performed during construction | ✓ Methods of resolving contract change orders |
| ✓ Methods of pedestrian and vehicular traffic control in the project vicinity | ✓ Process for coordinating construction with underground utility agencies |
| ✓ Required project signage and notifications to the public | ✓ Review of soil reports, material testing, and construction material submittals |
| ✓ Methods of resolving conflicts in the plans and specifications | ✓ Document pre-work video and photographs of the project areas |

Value Engineering: As early as we can obtain plans and specifications in the project design phase, we can begin to use our resources and expertise to apply our lessons learned to the City's project and help eliminate issues and provide a more valuable project. For larger projects we utilize specialists in formal Value Engineering when needed.

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Constructability Review: When a project bid opening occurs prior to our contract start we will quickly review all documents, look for potential changes and make the City aware of any recommendations that we may have. We can also perform detailed constructability reviews through the 60, 75 and/or 90 percent reviews. Reviews include evaluation of methods, cost of construction and materials, progression, plan checking, matching measure and pay clauses, thus ensuring that all items of work are covered within the measure and payment specifications for each item or section of work.

Support During Bid Period and Bid Evaluation: W&A will provide support to the City and Designer as needed for review and response to bid questions through the bid period. We will also review contractors' bids for accuracy, review bid forms for compliance and check math on bid units and tabulations. W&A will also call references for contractors' experience and verify that their contractors' licenses are valid and that they are in good standing.

Field Investigations and Evaluations: W&A is capable of investigating field issues and preparing recommendations with cost and schedule impacts. Our Construction Managers and Inspectors have years of experience in resolving field issues in a cost effective and timely manner.

Authority: W&A will review our role and responsibility for each project we work on with the City. The authority level of our specific role, lines of communication and approvals for our specific scope of work will be reviewed and established, so we all start the project on the same page. We work diligently to identify and clarify W&A's specific authority levels for RFI's, CCO's, PCO's, Submittals and Progress Payments at the onset of the project prior to start of construction. The City has established signature authority and procedures and forms that we will review and ensure we understand our role and authority on each project.

Pre-Construction Conference: W&A will coordinate and conduct the pre-construction conference including notification to contractor, utility agencies and other stakeholders, and prepare the meeting agenda and minutes.

The pre-construction conference agenda and minutes will include the following items, at a minimum:

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| ✓ Introduction of key personnel | ✓ Discuss master schedule |
| ✓ Responsibilities of City | ✓ Review sub-contracts |
| ✓ Safety responsibilities of contractor | ✓ Integration of utility coordination activities into schedule |
| ✓ Overview of project | ✓ Documentation and tracking controls |
| ✓ Confirmation of fully executed contract documents and Notice to Proceed | ✓ Establish progress payment and change order procedures, scope, schedule and cost change administration, notification requirements, controls, submittal and RFI processes |
| ✓ Establishment of contract time and completion date | ✓ Identify long lead and any substitution and "or-equal" items and testing – review call-out requirements and deputy/ special and testing requirements |
| ✓ Review of working day definition and holiday schedule | ✓ Review survey for consistency with the design |
| ✓ Identify overall project goals will be identified | ✓ Procedures for labor compliance monitoring and reporting |
| ✓ Provide chain of communication and key contacts | ✓ Establish understanding of right-of-way, easements and special access considerations, traffic control, placement of signs (etc.) |
| ✓ Overview of public relations | ✓ Questions and answers |
| ✓ Discuss and define scope, critical design elements, schedule and cost factors | ✓ Discuss action item assignments and procedure |
| ✓ Discuss experience and key roles in the project | |
| ✓ Identify potential issues and critical items | |
| ✓ Define jurisdictional agencies | |

W&A considers the pre-construction conference as our first progress meeting. All items discussed are designated as "open" or "closed." All open items are carried forward to subsequent progress meetings until resolved and closed. Action items are assigned a specific responsible party and a deadline for resolution. Minutes for each progress meeting are prepared and distributed to all attendees and affected coordination parties. W&A will typically conduct or, at a minimum, participate in all site meetings. Pre-construction meeting and site meeting minutes will be distributed via email to meeting participants and to courtesy recipients identified by the City.

Project Communication: W&A CM staff has excellent written and verbal communication skills. Simple and clear communication that is similarly documented is what our staff will bring to this project.

Public Contact/Complaints: W&A will set up a protocol for public communication and complaint response prior to the start of any project. We will work closely with the City Communication Officer and set up the necessary system and identify the person to perform this role prior to the project start.

Project Controls: Complete and current project files will be kept at the job site, or at a location agreeable to the City, and these will always be available to the City. Electronic copies of files will be accessible to the City on our cloud storage site. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFI's, field orders, change orders, claims information, daily inspection reports, quantity calculations, test reports, etc. The W&A team will prepare a detailed file indexing system for all project hard files, and we would offer an industry standard system for contract administration for logging and tracking of critical issues, change management, RFI's, submittals, digital data and scanned documents. W&A can use City standard or customized forms. We will adapt our system to the specific needs of the project to monitor, track and control the project. This detailed tracking system will enable us

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to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule.

Funding Compliance: W&A has provided project management for federal, state and local funded projects from start to finish, and provided specific services during construction phase such as construction management, inspection and labor compliance for a variety of transportation, water/wastewater, facility and recreation projects in Southern California.

Submittal Processing: The CM will process all correspondence and submittals on this project with assistance from our project administrator. He will maintain the current submittals for verification that work in the field is following the approved submittals. All shop drawings, samples and other submittals received from the contractor will be logged in and evaluated to see if we can review them or if additional reviewers are needed. If it is determined that W&A staff would not review the submittal, we will quickly discuss the item with the City Project Manager to assure that we agree. Prior to starting the work, we will go through the submittal list and work out any issues with the content up front prior to the start of work. If we do need the submittal reviewed by the designer or another party, it will be logged in and routed to the reviewer with a desired response. Responses will be logged in and transmitted to the contractor. Submittals will be tracked throughout the project to ensure timely response to avoid contractor claims for delay. All submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents, etc.). Additionally, W&A will recommend key contractual requirements for the contractor to clearly indicate submittal processing requirements in the project schedule. Submittal comments will be monitored to identify potential impacts to quality, cost or schedule, with recommended alternatives and/or solutions. All files will be loaded to the cloud file storage.

RFI's: Upon receipt, the CM will log, distribute and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. However, if the design engineer or the City staff is required to answer questions, the Construction Manager will coordinate a timely resolution. W&A will identify potential impacts to cost or time that may result due to issues identified in RFI's, with recommended alternatives or solutions to mitigate the potential impacts.

Coordination with City: W&A will closely monitor the work of the contractor. The contractor will be required to submit a four-week "look-ahead" of schedule at the weekly meetings. This is a very effective tool in helping to coordinate the construction operation, particularly in relation to any interface operations with the City's activities. W&A will assist the City to minimize disruption to both City and construction operations. Our staff will communicate openly with the project team and constantly be making sure that we are all fully apprised and heading in the same direction.

Job Safety: Job site safety is the responsibility of the contractor. W&A will intermittently check that the contractor is following their approved safety plan. Our inspector will attend the contractor weekly tailgate meeting. The CM will review contractor's safety plan and implement tracking to assure that the contractor is following their safety plan. Our CM will notify the City of any accident or incident related to safety.

Periodic Progress Reports: W&A can prepare comprehensive reports for the Project Stakeholders covering the construction projects that we are inspecting. These reports are typically compiled monthly and would include the following information:

- ✓ Summarized report of construction activities including significant events and accomplished goals
- ✓ Construction observation reports
- ✓ Description of progress with photos to enhance the descriptions
- ✓ Description of equipment used
- ✓ Comparison of planned vs. actual progress, in narrative and bar graph forms
- ✓ The latest detailed four-week "look-ahead" schedule submitted by the contractor and reviewed by the CM
- ✓ Identification and discussion of current problems or pending change orders and actions taken or planned to resolve such issues
- ✓ Discussion of new short- and long-term goals for the project
- ✓ Comparison of planned vs. actual budget expenditures
- ✓ Master trend log detailing potential and approved changes
- ✓ Report of progress payments made to date and invoices in process
- ✓ Safety compliance and labor compliance reports for contractor and subcontractor employees (if required)
- ✓ QA/QC prepared by the team addressing testing and regulatory compliance issues
- ✓ Analysis of change order impacts or potential problems on schedule and budget progress, time of completion, weather/rain days, delays and time extensions, and submit to contractor and the City on a weekly basis. The weekly statement of working days is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

Schedule Review: W&A is very familiar with the mainstream scheduling software used by the public works contracting industry including, but not limited to, Primavera P7®, Suretrak® and Microsoft Project®. The W&A Inspector will review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-times. The schedule will not be approved as the baseline until all discrepancies are resolved. The CM team will evaluate the baseline project schedule for the following:

- ✓ Consistency with the contract schedule (completion within the contract time)
- ✓ Accurate start dates, completion dates, other dates detailed in the contract
- ✓ Any impacts of weather and change orders
- ✓ Sufficient detail – including submittal process and procurement requirements
- ✓ Sequence of construction and correct schedule logic

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✓ Identification of the critical path and project float

✓ Cost spread allocation

Problems and Solutions: The W&A proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. The W&A staff will quickly implement the alternative which suits the best interests of the project and the City. W&A will effectively and quickly communicate with City staff, design consultants and the contractor to identify conflicts construction problems, coordination issues, and will obtain the needed action and response to submittals and RFI's.

Schedule Control: During the progress of construction, the W&A team will compare the contractor's monthly schedule updates to the baseline schedule and any approved time extensions, note any shortcomings and monitor and track corrections by the contractor to keep the project schedule on track. A four-week "look-ahead" schedule will be required from the contractor, updated weekly and presented at the weekly construction progress meetings. This tool will keep the entire team looking one month ahead of the project and will facilitate proactive handling of project activities and issues. If necessary, W&A will negotiate time extensions due to change orders or other delays.

Photographs: W&A will prepare and maintain an electronic photo journal documenting the construction progress. Photos will be taken before construction begins, during construction and upon completion of the project. The project will be videoed as well for full capture of all detail prior to construction starting.

Contract Conformance: W&A will visit the site during the normal working hours (and when critical activities warrant it) to verify construction progress and to verify that all work conforms to contract requirements. Deputy and special inspection and materials sampling and testing will be coordinated and provided as required by the final plans and specifications. W&A will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

QA/QC: W&A will enforce the quality assurance plan, in conformance with the City's Quality Assurance Manual, or as developed by W&A and the City for the specific needs of the project prior to the start of work. W&A will perform and/or coordinate QA/QC activities daily and review activities as they happen, to make sure that QA/QC procedures are followed, and deficiencies are resolved in a timely and efficient manner. The CM will maintain a chronological log of all records.

Materials Testing and Observations: The W&A CM will establish a testing program at the beginning of each project and monitor it throughout construction. We will track documentation and record testing results in weekly construction progress meetings. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. We will work closely with Leighton staff to implement and track the quality control/assurance testing on the project.

Change Orders: W&A will establish, implement and coordinate systems for processing all Contract Change Orders (CCO's). Each issue which is identified as a potential change to the design, scope, cost or contract time will generate a change notice. The CM will determine whether a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the contractor. Any credits for work deleted because of the change will be required then as well. The contractor's response to the RFQ will be evaluated for reasonableness and completeness. The CM will maintain a Trend Log, listing potential changes as identified, either formally or informally. This Trend Log will be used such that potential change items are not overlooked or deferred until the end of the job. W&A will prepare independent cost estimates as required for contract change orders. Upon approval by the City, the Inspector will prepare, log and process change orders for full execution, and administer their implementation. Once fully executed, the CM Team will review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.

Daily Extra Work Reports: W&A CM will verify and sign the contractor's daily extra work reports documenting force account (time and materials) work. W&A will monitor that only appropriate worker classifications necessary for approved time and materials work are included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

Progress Payment Processing: A cost control system based on the contractor's schedule of values, approved change orders and the contract amount will be developed and implemented to monitor progress costs.

W&A CM will review the payment applications submitted by the contractor, check and or verify quantities using measurement of items and verification of the quantities computed and noted in their signed daily reports. The CM's daily reports and measurements will determine whether the amount requested reflects the progress of the contractor's work. Appropriate adjustments to each payment application will be required by the contractor. When the payment application has been checked, it will be presented to the City for processing.

Construction Meetings and Field Meetings: The following meetings will be held on site:

Periodic Progress Meetings with agencies, design team and staff to discuss all data included in the monthly progress reports and focus on the following items:

- ✓ Progress during the period
- ✓ Major decisions made
- ✓ Planned vs. actual schedule

- ✓ Upcoming work schedule
- ✓ Current or unresolved problems
- ✓ Anticipated or pending change orders

- ✓ Impacts of problems or change orders on schedule and budget
- ✓ Discussion of new goals

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- ✓ Planned vs. actual budget analysis

Weekly Progress Meetings will be mandatory for the contractor and W&A staff, and optional or on an as-needed basis for City and design team staff. All parties are always invited to attend in person or via remote. Meeting minutes are distributed to all team members whether in attendance or not. Discussions will focus on the following items:

- ✓ Contractor's detailed four-week "look-ahead" schedule
- ✓ Progress and major decisions during the last week
- ✓ Update of unresolved items from previous meetings
- ✓ Status of submittals and change orders

Bi-weekly Safety and Tailgate Meetings will be mandatory for the contractor and W&A staff. Topic summary and sign-in sheet will be kept and distributed to City staff.

Special Meetings will be scheduled as needed to discuss important issues or which require detailed discussion or review of Plans and Specifications. These meetings will follow the weekly meeting to reduce trips, if issues are not urgent.

Written Instruction: W&A CM will issue written instructions to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues. Our inspectors have speed memo forms to document any issue and provide immediately a copy to the contractor.

Plans, Specs and As-Built: W&A will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up to date throughout the project. At the City's option W&A will keep its own set of as-built plans, which will note the location of subsurface utilities encountered and/or installed, identify where any design or field changes were required (utilizing the corresponding RFI and/or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted to the City within thirty (30) days of construction completion.

Operations and Maintenance Manuals: Our CM will confirm that the contractor provides the proper number of specified Operations and Maintenance manuals within the time frame requirements in the contract. W&A will enforce the provisions of the specifications to require the contractor to submit well documented operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented.

Close-Out: W&A will perform closeout duties including final organization of project files and submit to the City for final approval and assist with the filing of the notice of completion and release of retention.

Preliminary Notice and Lien Releases: After all requirements have been met the Inspector will sign off on the appropriate form to recommend approval to recommend release of funds.

Warranties and Guarantees: We will track all material warranties and guarantees identified in the specifications and make sure that we receive the required scope of these as well as the correct number of these documents with contact information, product names and manufacturer's representative and contact information. It is recommended that the City include a follow up schedule to have warranty items checked prior to their anniversary date so that any issues can be resolved under the contract warranty. These will be included in a binder as well as electronically stored for the City.

W&A Construction Inspection Approach. Construction inspection is all about documenting the project and getting the material and facilities put in place in accordance with the regional standards and project documents. W&A understands that each inspection report is a legal document, and we treat them as such. The Inspector is on site to observe and confirm the quality of the field work. Key activities include:

Project Controls: W&A is familiar with the City record keeping system and will make sure that the work product that they are producing is routed and stored according to the City procedures. Electronic copies of files will be accessible to the City on our cloud storage site.

Daily Construction Observation Reports: The W&A Inspector will compile daily observation reports documenting the contractor's workforce, all materials and equipment used or idle, a summary of the construction operations, any field problems, any disputes or claims, resolutions of issues and information provided or written directives to the contractor. Completed daily reports will be transmitted to the City on a weekly basis with originals filed and stored appropriately. Our CM will review and approve all daily reports. We typically include job photos with each daily report or categorize them by date and location for storage and "searchability" by title date location or key words on the computer. These are stored on our SharePoint/OneDrive file system which the City can access at any time.

Photographs: W&A will prepare and maintain an electronic photo journal documenting the construction progress. Photos will be taken before construction begins, during construction and upon completion of the project. The project will be videoed as well for full capture of all detail prior to construction starting.

Schedule Review: W&A can review parts of the schedule for timeline and crew size production rate. The inspector will obtain the critical path from the City Construction Manager to make sure that they document work done or not done on the controlling items each day. The W&A Inspector will also review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-times.

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Construction Meetings and Field Meetings: W&A Inspector will attend and contribute to required meetings held on site. These typically include: Periodic Progress Meetings with agencies, design team and staff to discuss all data included in the monthly progress reports and focus on the following items:

Progress during the period

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|-------------------------------|--|---|
| ✓ Major decisions made | ✓ Current or unresolved problems | ✓ Impacts of problems or change orders on schedule and budget |
| ✓ Planned vs. actual schedule | ✓ Anticipated or pending change orders | |
| ✓ Upcoming work schedule | ✓ Discussion of new goals | ✓ Planned vs. actual budget analysis |

Weekly Progress Meetings will be mandatory for the contractor and W&A staff, and optional or on an as-needed basis for City and design team staff. All parties are always invited to attend in person or via remote. Meeting minutes are distributed to all team members whether in attendance or not. Discussions will focus on the following items:

- ✓ Contractor's detailed four-week "look-ahead" schedule
- ✓ Progress and major decisions during the last week
- ✓ Update of unresolved items from previous meetings
- ✓ Status of submittals and change orders

Bi-weekly Safety and Tailgate Meetings will be mandatory for the contractor and W&A staff. Topic summary and sign-in sheet will be kept and distributed to City staff.

Special Meetings will be scheduled as needed to discuss important issues or which require detailed discussion or review of Plans and Specifications. These meetings will follow the weekly meeting to reduce trips, if issues are not urgent.

Construction Surveying: W&A has included [DJI](#) for surveying services. We have an excellent established relationship with DJi and can utilize their services as needed. We normally will establish scope for each project based upon the need identified by the City and the project. Typical services during construction include quality assurance verification for line and grade as well as construction staking for layout of infrastructure. W&A Construction Manager and/or Inspector will work closely with the surveyor (either Towill or the contractors') to provide complete scope of services for the project and maintain their completion within the established budget.

Change Orders: W&A Inspector will provide support to the CM for cost estimates, quantities, construction details and production rates for any proposed change order work.

RFI's: If RFI's (Requests for Information) are received by the W&A Inspector he will coordinate with City CM to log, distribute and respond to each RFI as required. It is anticipated that most will be handled upon receipt. However, if the design engineer or the City staff is required to answer questions, the Inspector will coordinate with City staff for a timely resolution. W&A Inspector will identify potential impacts to cost or time that may result due to issues identified in RFI's, with recommended alternatives or solutions to mitigate the potential impacts to the City Construction Manager.

Progress Payment Processing: Typically, a bid item or cost control system based on the contractor's schedule of values, approved change orders and the contract amount is used to monitor progress costs. W&A Inspector will calculate monthly quantities and percent completed for lump sum items. This will be used to review and suggest adjustments to progress payment applications submitted by the contractor. When the payment application has been checked, it will be presented to the City Construction Manager for their final review and approval.

Weekly Statement of Working Days: When applicable the W&A Inspector will prepare a weekly statement of working days documenting the construction progress, time of completion, delays and time extensions, and submit to contractor and the City on a weekly basis. The weekly statement of working days is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

SWPPP: W&A Construction Managers and Inspectors have QSP certifications. W&A staff will make sure that the approved Storm Water Pollution Protection Plan is distributed to the contractor and City staff, check that the project is loaded on the state database and that the project complies with the approved WQMP. W&A will enforce all provisions of the Plan and/or other requirements set forth in the specifications. W&A staff is well versed in NPDES monitoring through provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. In addition, our QSP staff will prepare and execute the necessary weekly reports as well as mandated pre- and post-storm reporting as needed.

Materials and Workmanship: W&A will recommend approval of materials and workmanship that meet the contract requirements, in coordination with the authority of the consulting engineer, architect, fire inspector, deputy inspector or other authorized representative or regulatory authorities having jurisdiction.

Written Instruction: W&A will issue written instructions to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues. Our inspectors have speed memo forms to document any issue and provide immediately a copy to the contractor.

Plans, Specs and As-Built: W&A will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up to date throughout the project. At the City's option W&A will keep its own set of as-built

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plans, which will note the location of subsurface utilities encountered and/or installed, identify where any design or field changes were required (utilizing the corresponding RFI and/or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted to the City.

Pre-Final Inspection: The Construction Manager and Inspector will perform the final job walk and prepare the punch list (deficiency list). W&A will coordinate and observe the completion of required corrections. Should the contractor lag on a portion of the completion of project work, W&A will estimate the value of the incomplete items and recommend specific retention amount in accordance with the contract to preserve the City's financial interest. If necessary, a change order will be recommended for approval for completion of the remaining work so that the City may file the notice of completion and start the time after which stop notices and/or claims are no longer valid.

Final Inspection: All corrections must be made before W&A recommends processing of the "Notice of Completion." W&A is noted for our attention to detail. Upon completion of the punch-list and final sign-off by all project stakeholders, W&A will make a recommendation to the City regarding the contractor's final progress payment request and prepare a final progress payment report for submission to the City.

Delivery of As-Built and Close-Out Documents: W&A will review as-built plans and prepare as-built reports. W&A will assist the contractor in maintaining a field set of as-built plans to be updated daily and delivered to the City upon project completion. W&A will continually document changed field conditions and not rely on the contractor to document as-builts. The Inspector will report and photograph field condition changes. The Inspector will document and keep these as-built conditions on plans on site. W&A will review the contractor's submittal of as-built conditions and compare this submittal to W&A's own documentation. Discrepancies will be discussed, resolved and recorded. Completed as-built plans will be submitted to the City within thirty (30) days of construction completion.

W&A will enforce the provisions of the specifications to require the contractor to submit well-coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented. W&A will perform closeout duties including final organization of project files and submit to the City for final approval and assist with the verifying all preliminary notices are satisfied, filing of the notice of completion and release of retention.

Close-Out: W&A will perform closeout duties including final organization of project files and submit to the City for final approval after purging or storing unnecessary documents and assist with the filing of the notice of completion and release of retention.

Warranties and Guarantees: We will track all material warranties and guarantees identified in the specifications and make sure that we receive the required scope of these as well as the correct number of these documents with contact information, product names and manufacturer's representative and contact information. It is recommended that the City include a follow up schedule to have warranty items checked prior to their anniversary date so that any issues can be resolved under the contract warranty. These will be included in a binder as well as electronically stored for the City.

Plant Establishment Period: If there is a landscape maintenance period, W&A Inspector will provide periodic maintenance inspections as specified. Any plant material not thriving will be recommended to be replaced per the contract provisions and new maintenance will be established. Irrigation system coverage and watering times will also be checked and, if any modifications are required, these will be updated in the operations and maintenance manuals for the system prior to acceptance of the maintenance period and turnover of the system to City maintenance and operations staff.

Cost and Schedule Control

Cost Control

W&A administers a program of Quality Assurance/Quality Control (QA/QC) procedures for producing quality work and shall effectively manage and control the work and the budget. Specific procedures include building a plan for the critical items of work coordination, then following the plan. We work with the City and/or Agency to develop a plan to include administrative procedures for managing cost control, meeting funding requirements, materials testing compliance, mitigation measures, compliance with right-of-entry permits, encroachment permits and grant agreements, reviewing and scheduling the work, quality check of all construction calculations, change order drawings, survey notes, change order specifications, construction cost opinions, and weekly and monthly reporting. We then develop a project plan involving input from all the stakeholders and then work the plan.

W&A has numerous and comprehensive procedures in place for providing quality assurance—resulting in effective cost control and budgeting—on our projects. We build a QA matrix for the project to identify and track steps to be taken for compliance with the program. The initial spreadsheet will be compiled and then applied to the specific project depending upon the type and quantity of work. We work closely with the City and/or Agency to comply with the requirements of the project and with our own program. These QA/QC activities generally are in place for cost control, budget management, regulatory compliance, accuracy and the elimination of rework. The areas of focus for QA/QC, as well as the key activity/checkpoints associated with each, are identified below:

Invoices: W&A Invoices: Our Project Administrator will prepare the invoice and update the project budget. Our Office Manager will then review and check hours, verify budget status and submit to the Project Manager/Construction Manager. Our Project Manager/Construction Manager will review the entire invoice and approve for transmission to our client.

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Consultant Invoices: W&A Project Administrator will receive invoices and perform a math check. Our Office Manager will then review the invoices, verify budget status and schedule and transmit to the Project Manager/Construction Manager to complete a final review and approve.

Monthly Reports: Progress: Our Project Administrator will collect project cost and schedule information and include this information in the draft report. Our PM/CM will review progress and compare to normal progress curves to identify any potential issues. We use Caltrans models for project progress and compare actuals with each project.

Budget: Every project contains specific elements with a defined budget. These include the construction contract, our contract, executed change orders, subconsultant contracts, etc. We track our budget at every two-week pay period and check versus the projected burn rate from our original or updated proposal. This allows us to make staffing adjustments to maintain budget or to identify the reason for the change and immediately inform our client if we anticipate the need for additional funds.

Schedule: We will review the contractor's schedule each month (or weekly on shorter duration projects) to confirm accuracy and identify potential delays. We work to head off delays and focus our efforts on removing obstacles in the schedule or expediting work to maintain the schedule and not use project float.

Critical Issues: We use the monthly report to identify critical project issues and document our activities or to expedite work to resolve any issues that come up.

Additional QA/QC Activities: Daily Inspection Reports: Our Project Administrator will review the dates, numbering, start and stop time, hours worked and compare with the weekly time sheets. Our Operations Manager will pull five random inspection reports weekly and provide feedback to each Inspector; any areas needing improvement are incorporated into our inspection training program. We issue specific feedback on an ongoing basis to our entire staff regarding the findings and provide direction on the best way to handle issues that arise or to correct problems with specific situations.

On projects where we perform construction management, our Construction Manager will review and sign DIR's each day/week. We publish and distribute an internal inspection training memo to all our staff every other month. This real-time information has resulted in significantly improved quality of our DIR's.

Materials Testing: Every construction project we are involved with generally includes materials that require some form of verification of their suitability or installation process. This is typically performed by a third-party vendor hired by W&A as a subconsultant or by the agency directly. At the beginning of each project, we work with the materials testing company to prepare a testing matrix for the identified materials either through the project plans and specifications or a typical standard (Caltrans, Greenbook, AWWA, etc.). We also identify the types of materials that require a certificate or compliance. We set up the frequency and band of compliance for the testing results. We track the tests daily and identify any failures and make sure that failed tests are documented until satisfactory results are achieved; we then document these final results as well. These are typically witnessed by the Inspector and confirmed by our Construction Manager.

Design Review: We provide a complete design review for each submittal phase, typically 30%, 60%, 90% and 100%. W&A is able to integrate our review for both design and constructability based upon our Project Manager's combined background in both design and construction phase services. We have numerous CM staff who also have hard bid contracting experience and add an enhanced level of quality and consistency to the review process. We provide a full review, cost evaluation and schedule review.

Internal Budget and Scope: W&A includes our budget on all invoices. We also track against the anticipated bi-weekly costs for our payroll runs to monitor the spending. When our services are related to the management of a construction project and the contractor is not meeting schedule milestones or progressing satisfactorily, we will collaborate on methods to regain the time so that the contractor can maintain their original schedule. If they are unable to complete their work within the contract time, we will work to economize our services to maintain our own budget for the project, as possible. We update our client regularly on our budget status and should there be changes in the construction contract that add time, we work with our client on a strategy for our services to comply with our budget or negotiate a revised budget to continue our services through the new completion date.

Oversight of Design, Materials Testing, Survey and/or Environmental Consultant: When we provide project management services, we are often assigned the task of managing the engineering services company. We will establish clear budget scope items and track payment amounts and percentage of progress against these items on monthly invoices. If any out-of-scope work is requested, it is also quantified and added to the contract via an amendment. We do not allow out of scope work to progress without written authority.

Management of Construction Contract Budget: When managing the construction contractor's budget, W&A will use the invoicing process and the project schedule to establish the tracking of time and money. We utilize our weekly meeting to document the work items that the contractor plans to accomplish and compare the planned results with what they complete each week. We do not allow out of scope work to proceed without a contract change order or written notice that the contractor is proceeding at their own risk. We also document the activities of all manpower, equipment and materials for the project so that if a contractor makes a claim at the end of a project, we will have a basis for refuting any claims for additional payment.

Managing Subconsultants: We understand the importance of maintaining a high level of QA throughout the project team. We need to embrace the entire team and implement the same set of standards to meet the needs of the project. Our QA plan incorporates review of all work in

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varying gradients to streamline our overall process as it is applied to our scope of work. Using our internal program, the Project Manager or Project Principal will review each sub-consultant's performance with the established company criteria and unique project criteria. We monitor budget, progress and documentation for each sub-consultant's scope of work. We establish the appropriate level of reporting that provides the necessary information but does not create extra work or overly cumbersome administrative tasks that are not necessary. We strive to maintain a high quality but lean operation throughout our quality assurance program.

QA/QC Manager: Finally, W&A utilizes our Quality Control Manager, Carl Wallace, PE, to oversee and manage our Quality Control Program. Carl has 29 years of experience in managing large-scale infrastructure, transportation and water construction programs for various public entities and is highly experienced in managing multimillion-dollar projects during the design and construction phases. He has also managed a significant number of construction management and inspection contracts for numerous city, county and state agencies. Carl takes a proactive approach to the implementation of QC measures and is there to ensure that they are maintained throughout the duration of project. On each W&A project, critical QC information is gathered every working day by the W&A project team and compiled into a tracking matrix. This information is then conveyed weekly to the City's Project Manager, the contractor and W&A Project Manager, Carl Wallace, on the weekly project report and bi-weekly project progress meeting. This ensures that all QC issues are discussed with both parties weekly and the resulting information documented, tracked, assessed and distributed to the City and the contractor over the course of the project. Most important, this method ensures that on a weekly basis all parties are aware of the issues, informed in writing, and therefore responsible for the outcome of the project QC issues at hand.

Schedule Control

W&A has an excellent track record of delivering construction projects for owners on time and within budget. W&A works seamlessly as a team with the City Project Manager, designer and other stakeholders throughout the life of the construction phase. We use three ways to maintain our projects on schedule. These include:

1. Review plans, specifications and bid documents prior to bidding/construction
2. Manage proactively during construction
3. Identify project goals/schedule recovery

The three ways, including tools and processes, to maintain schedule control are woven into our overall Pre-Construction and Construction Phase Activities as described below.

Pre-Construction Activities: When we are involved in a project prior to construction we take this opportunity to review the contract documents (ideally prior to the project going out to bid). We typically review the specifications for completeness and confirm that measure and payment clauses match up with each other. We also check that all items are clearly being paid for in some way and do not conflict with other areas of the plans or specifications. We review bid items to confirm any items with a large volume and/or high-cost items for accuracy. Primarily, we actively review the documents to eliminate any type of conflict that can cause delay. This review typically involves accuracy of underground facilities, permit requirements and third-party activities. The most common delay comes from when there is no power at the site and the team has not completed the establishment of power with the utility company.

Construction Phase: Unfortunately, agencies will frequently bring a CM firm into a project just as the bids are in and the construction contract is being awarded. In these scenarios, we will still work to review the documents and resolve any conflicts we discover as soon as possible (as stated above). Discovering issues at this time is still better than when the contractor brings it up. If an issue is not discovered prior to construction, we then need to address it as a change notice and resolve through the change order process; this is generally more costly.

We track overall construction cost as mentioned above through our monthly reporting. We also track the additional change order costs against the approved budget or contingency amount. We also forecast bid item costs to make sure we are aware of any need for increase of bid items. Any change order work paid for at force account or on a time and material will be monitored daily to assure that we check that they are not adding additional staff, equipment or materials that are not part of the scope and then cost it out against our approved amount.

The main proactive tool we have during construction phase is the project schedule combined with the four-week "look-ahead" schedule which typically looks three weeks ahead and one week back. This allows us to discuss with the contractor each week in our weekly meeting the accuracy of what they have or have not accomplished, and to work together to either remove any impediments to the contractor's progress or gain proper approvals or achieve consensus in the resolution of site issues that arise with the owner and designer. In addition to this we are continually looking at the actual work, the equipment and materials procurement schedule and identifying what potential shortage they may have related to in these areas; we can then present friendly reminders. Most delays are due to poor planning and materials delays. We will stay in contact with suppliers of long lead time items and independently verify the delivery schedule of key items. We will also confirm that the timing provided by the supplier matches up with what the contractor is telling us. The important thing is to know the construction process and be familiar with the equipment, materials and rate of production required to meet the schedule. W&A has construction managers who have worked for agencies and as contractors, which makes them very valuable to our clients. Most of our construction managers have A, B or C contractors licenses as well as field experience. We only provide high quality staff with deep expertise which helps to eliminate many of the

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delay related issues. **The proactive approach with experienced field staff is the prime reason we have such an excellent record in delivering our projects on schedule.**

Schedule Recovery: Despite the activities described above, there may come a time when a project is impacted by a schedule delay tied to the contractor. When a job is in a delay, we need to work with the owner to identify the overall project objectives and then dig into the schedule and focus on achieving those goals as efficiently as possible. The critical path of the schedule is the primary target where we focus our efforts. Resequencing can cost money but may be more cost effective than a delay or lengthy claim to resolve at the end of the project. A complete review of the schedule and work arounds or resequencing can sometimes be a net gain for the contractor and the client. We use our practical knowledge and experience, based on decades in the field, to apply effort to resolving—or worst-case mitigating—the delay and clearing out any obstacles to that process or operation. W&A will work with the City at methods to recover time and cost and reach agreement on our approach prior to implementing any recovery plan.

W&A's Strength in Construction Management and Inspection Services

Expertise: W&A and its staff have the background, resources, track record and relevant experience for successfully delivering public works services to the City of Gardena as well as other cities in southern California. We have provided project management, construction management and inspection as a major component of our service to clients since we were founded. We have developed and continuously improved our management systems and modify them to accommodate various funding types and the typical CIP construction projects for the specific purpose of successfully delivering Capital Improvement Projects within a City in accordance with state and local requirements. W&A also understands the importance of having our staff be experts in their field. Since our defined area of focus is construction services, we provide the appropriate resources to ensure that we offer services of the highest standard available for our specific area of expertise. This includes our internal documentation system, our new and professional equipment and our staff training and recognition systems that allow us to attract and retain some of the best people in the industry.

Experienced and Professional Staff: Our goal is to provide our clients with experienced engineering and construction management professionals who possess extensive street, water and sewer expertise. We also strive to provide staff that is registered as appropriate to the level of complexity and type of projects being implemented. We have Project Managers and Construction Managers who are licensed Engineers and have Contractor licenses. Many of our primary inspectors have both contracting background and inspection certifications. These certifications include APWA, ACIA, QSP, and D-1, D-2, D-3, D-5, T-1, T-2 and T-3 certifications for water distribution and treatment. We also have staff that are Certified Cross Connection Specialists, Certified Welding and Structural Steel Inspectors, NASSCO Certified Cured-in-Place Pipe Inspectors, NACE Certified Coating Inspectors and numerous inspection staff with reinforced concrete and asphalt inspection certificates through ICC and ACI. They also have experience with testing related to water projects, including hydrostatic testing, chlorination/de-chlorination, dewatering and bac-t tests. All our staff has recent training in SWPPP/NPDES and other applicable areas of expertise.

Our full-time field staff members are provided a company Ford F-150 Super-Cab or Chevy Silverado Super-Cab vehicle with fuel and maintenance cards. They take these vehicles home at night for security and to not burden the client with additional vehicles to house at their facility. We provide cell phones that will connect with the client staff phones and have unlimited minute plans, so our staff does not need to worry about time usage. We provide staff with digital cameras with adequate storage to document the projects each day. We also provide staff with laptop computers and mobile air cards so they will be able to document their activities as they go, maintain their project records and daily inspection reports as they occur and distribute these reports immediately. We also provide the necessary tools for our field staff to do their job such as: heat gun, survey level, smart level, measuring wheel, tape measure, peep site and flexible rod, and probe. Of utmost importance is the provision of safety equipment (glasses, reflective vests, hard hats, jacket, cones, flares, first aid kit and fire extinguishers). Our goal is to provide our clients with experienced, safe and fully equipped staff so that they are confident in who we provide. This allows the client to focus, without distractions, on doing their jobs of managing their overall construction program.

Resources: W&A's large local pool of engineering professionals, construction management and inspection staff enable us to continually attract quality people through employee referrals. This continuous pool of qualified staff allows W&A to provide the high-quality resources to quickly respond to our clients' needs. We have the resources to consistently deliver qualified, friendly, well-trained staff to our clients. We interview new staff regularly to maintain our knowledge of local and qualified available individuals ready to come on board for the next assignment.

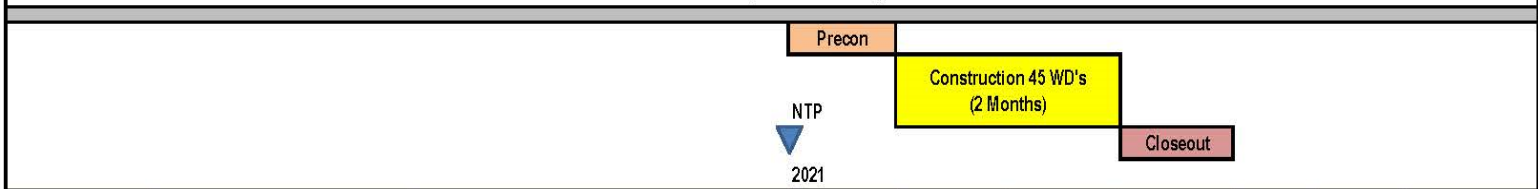
Summary: The W&A team has excellent similar professional and field-oriented qualifications, relevant local experience and familiarity with the geographic area of Gardena. With our corporate office located in the center of Corona and our steady growth and expansion in the region, we are more than capable of managing the projects contemplated by the City. In fact, we are the perfect fit in size, expertise and capabilities—we are large enough to successfully provide the right staff at the right time, yet small enough to make quick decisions and nimble adjustments which ensures the best quality service to support the City with their traffic signal upgrade project. We pride ourselves on the fact that our President and Principal, Carl Wallace, PE, is always available and responsive by phone, in person and/or email to discuss project progress, questions, etc. Our team is eager to deliver high quality projects and staffing solutions to the City.

Section 6 – Fee Proposal



Construction Management and Inspection Services for City of Gardena—Vermont Avenue Traffic Signal Upgrade Project JN 930

Construction Project Period by Months



Allocation	Staff	Role					Total Hours	Hourly Rate	Cost
			0	1	2	3			
Wallace & Associates Staff									
As-Needed	Carl Wallace, PE	Project Principal	2	2	2	2	8	\$174	\$1,392
As-Needed	Jonathan Smith, PE	Project/Construction Manager	20	56	56	24	156	\$168	\$26,208
Full Time	Cesar Ramirez, EE	Senior Construction Inspector	4	80	140	8	232	\$136	\$31,552
As-Needed	Teresa Rodriguez	Project Administrator	8	60	60	8	136	\$84	\$11,424
Direct Cost Budget (Reproduction, Postage, Shipping, Incidentals)									\$0
Total of Hours			34	198	258	42	532		\$70,576
CM Cost as a Percentage of Construction Cost									5.88%

SUBCONSULTANTS				
As-Needed	Surveying	DJI	Base scope of work	\$6,900
As-Needed	Surveying	DJI	Two Record of Survey & Process through LA County	\$8,200
As-Needed	Plan Check & Insp Fees	LADOT		\$33,760
				10% mark-up
				\$4,886

Notes:	Total Cost of Services Not To Exceed	\$124,322
1. No premium inspection time is anticipated. Any inspection overtime/Saturday work would be charged at 140% of base rate and any inspection doubletime, Sundays and Holidays would be charged at 180% of base rate.	Estimated Construction Cost	\$1,200,000
2. Hours based upon schedule provided in the RFP. Should schedule change additional fees may be requested.		



Resumes

Carl Wallace, PE

Principal-in-Charge



Mr. Wallace has over 30 years of experience in managing public works infrastructure, water and construction programs for several public entities and is highly experienced in managing large scale projects during design and construction phases. He brings strong understanding of local, state and federal funding requirements, Caltrans LAPM, Greenbook Standards. Since starting W&A in January of 2010, Carl provides project and contract management services, as well as oversees all QA activity. He ensures the success of each project and provides support to both clients and personnel. His key responsibilities have included managing capital construction projects ranging from small projects to major programs with construction values up to \$500M. Specific responsibilities have included staffing, management, project delivery, on-time performance, adherence to jurisdictional requirements, hiring and managing other consultants for tasks involving testing, project controls, inspection, resident engineering and claims management, and he has personally performed these same duties for a variety of local, state and federal projects. Prior to forming Wallace & Associates, Carl worked for over 11 years managing construction contracts at SANDAG in San Diego.

City of Garden Grove - On-Call Construction Inspection Services

Harbor Boulevard Traffic Signal (\$500K)
Valley View Street Improvements (\$250K)
Brookhurst Street Rehabilitation – Lampson to Chapman (\$1.6M)
Euclid Street Rehabilitation – Lampson to Chapman (\$2M)
Euclid Street/Garden Grove Blvd/Woodbury Avenue Rehabilitations and Palmwood Sidewalks (\$3.8M)
Knott Street Rehabilitation (\$2.2M)
Magnolia Street Rehabilitation (\$3.1M)

City of El Monte - On-Call Construction Management and Inspection Services

Traffic Signal Installation at Santa Anita Avenue and McGirk Avenue, CIP 802 (\$400K)

City of Manhattan Beach - Construction Management and Inspection Services

Sepulveda Boulevard at Marine Avenue Traffic Signal Improvement Project (\$1M)
Citywide Sidewalk Replacement Project (\$1M)
Citywide Manhole Rehabilitation Project (\$500K)

City of Chino - Project Management and Support Services

FY 2018-19 Street Rehabilitation and TSM at Riverside Drive (\$2.5M)
3-System Storm Drain at Ross, Walnut & Magnolia Avenues (\$2.6M)
Local Street Overlay -Walnut & East End Neighborhoods (\$1.5M)
Magnolia Avenue Storm Drain at Salem Street & Carissa Avenue (\$700K)

City of Menifee - On-Call Project Management, Inspection Services and Labor Compliance

Antelope Road and Garbani Road Traffic Signal Upgrades (\$300K)
Ash Street Improvements (\$550K)
City-Wide NPDES Inspections
Safe Route to Schools (\$1M)

City of Irvine - As-Needed Construction Management and Inspection Services

Irvine Boulevard Improvements (\$12M)
Irvine Boulevard Pedestrian Bridges (\$4M)
Marine Way Road Improvements (\$250K)
Great Park Development Project (\$400M)
Five Points Development Project (\$100M)

City of Corona - On-Call Project Management, Construction Management and Inspection

Foothill Parkway Widening Tamarisk Lane to Teddy Bear Lane (\$1.75M)
Green River Road Widening and Waterline Project (\$6.2M)
Main Street Metro Development (\$150M)

Experience

30 years

Education

BS, Engineering; San Diego State University

Registrations

Registered Civil Engineer, CA
#C59307

Certifications

Caltrans Resident Engineers Academy

FTA Grant Management

40-hour HAZMAT Training

10-hour OSHA Training

Affiliations

American Society of Civil Engineers

American Public Works Association

Construction Management

Association of America - Past Board Member

American Water Works Associates

American Construction Inspectors Association

City of Fullerton - On-Call Construction Management and Inspection Services

4300 N. Harbor Boulevard (\$2.5M)
Chapman Avenue Rehabilitation (\$1.5M)
Laguna Booster Pump Station Upgrades (\$700K)
Valencia Drive Infrastructure Improvements (\$1.5M)

City of Oceanside - Various On-Call Inspection Services

Mission Avenue Fiber and Traffic Signal Modification Project (\$750K)
FY 19-20 Overlay Project (\$4.6M)
Oceanside East Shopping Center Project (\$3M)
Various land development projects (\$ Varies)

City of Lake Forest - On-Call Construction Management, Construction Inspection and Contract Administration

2020 Slurry Seal for Arterial Streets (\$1.2M)
2021 Slurry Seal for Neighborhood Streets (\$1.3M)
Portola Park Project (\$5.1M)
Peachwood Park Renovations (\$700K)

City of Huntington Beach - On-Call Construction Management and Inspection Services

2019 Pavement Rehabilitation (\$2M)
Edgewater Sewer Lift Station Project (\$3.5M)
Ocean View Estates (OVE) Parking Lot Expansion (\$750K)
Slater Lift Station Project (\$4M)
Traffic Signal Improvements at the intersections of Main St at 17th Street/Utica Avenue, and Bolsa Chica Street at Pearce Drive (\$540K)

City of Laguna Niguel - Various On-Call Project Management, Construction Management and Inspection Services

Crown Valley Community Park Improvements Tier 1 & 2 (\$15M)
Salt Creek Trail Enhancements (\$600K)

Jonathan Smith, PE

Senior Project Manager/Senior Construction Manager



Mr. Smith is a hands-on, results-oriented leader with a proven history of productivity and an ability to take complex issues and get to a consensus quickly. During his 30 plus-year career, he has worked for numerous agencies throughout Southern California in roles varying from Director of Public Works to Senior Civil Engineer. Jonathan is experienced at analyzing complex budgets and technical reports, and developing and revising contracts and legal documents using federal, state, and local laws, rules and regulations. He has experience related to construction management and design of water/wastewater projects, roadways, sound walls, retaining walls and buildings. He has served as Project Manager, Resident Engineer, Construction Scheduler, Estimator and Construction Inspector. Jonathan has been responsible for roadway design and construction, supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule reviews, storm water pollution prevention plan preparation and compliance, claims mitigation, selection committee interviews, cost estimate preparation, reviewing and designing structure-related shop drawings and assuring compliance with plans, specifications and various agency regulations, presentations to city councils and other stakeholder groups. He is a highly effective manager who possesses the ability to develop both entry-level and experienced staff into participatory teams by using strong organizational, interpersonal and critical thinking skills.

Various Traffic Signal Projects, City of Menifee, CA

Director of Public Works for numerous traffic signal projects totaling over \$19M throughout the City. Projects included:

- HSIP7 Traffic Signal Interconnect West CIP 16-07 (\$763K) – Installed a new wireless interconnect system including radios and upgraded communication equipment to improve traffic safety and operations via optimized traffic signal timing coordination for the west side of Menifee.
- HSIP7 Traffic Signal Interconnect East CIP 16-08 (\$611K) – Installed a new wireless interconnect system including radios and upgraded communication equipment to improve traffic safety and operations via optimized traffic signal timing coordination for the east side of Menifee.
- HSIP8 Citywide Pedestrian Safety Improvements CIP 17-05 (\$942K) – Installed a pedestrian countdown signal heads, APS push buttons, ADA - compliant curb ramps and crosswalk striping at signalized intersections throughout the City of Menifee.
- Scott Rd / Murrieta Rd TS CIP 19-06 (\$1.15M) – Installed a new traffic signal at this 3-way intersection, widening the street to add dedicated right and left lane turn pockets from Scott Road onto northbound Murrieta Road, and a dedicated right turn lane pocket on Murrieta Road onto westbound Scott Road.
- Menifee Rd/Holland Rd CIP 20-06 (\$475K) – Installed a new traffic signal at this existing 4-way intersection. No street widening or right-of-way was required with this project.
- Menifee Rd/Camino Cristal CIP 20-07 (\$475K) – Installed a new traffic signal at this existing 4-way intersection. No street widening or right-of-way was required with this project.
- McCall Rd/Hospital CIP 19-04 (\$348K)
- Murrieta Rd/Park City Blvd. CIP 19-05 (\$337K)
- Holland Rd/Haun Rd PW-TS-003 (\$400K est.)
- Holland Rd/Hanover Rd PW-TS-004 (\$400K est.)
- Hwy 74/3rd Street PW-TS-005 (\$400K est.)
- Hwy 74/Tradewinds PW-TS-006 (\$400K est.)
- Menifee Rd/Craig Rd PW-TS-007 (\$400K est.)
- Murrieta Rd/Rouse Rd PW-TS-008 (\$400K est.)
- Murrieta Rd/Sun City Boulevard PW-TS-009 (\$400K est.)
- Antelope Rd/Mt. San Jacinto College Entrance PW-TS-011 (\$400K est.)
- Heritage Lake/Grand PW-TS-012 (\$400K est.)
- Scott Rd/Leaon Rd PW-TS-013 (\$400K est.)
- McCall Rd/Grosse Pointe PW-TS-014 (\$400K est.)
- Menifee Rd/La Piedra Rd PW-TS-015 (\$400K est.)
- Menifee Rd/Lake Fork PW-TS-016 (\$400K est.)
- Cherry Hills/Peeble Beach PW-TS-017 (\$400K est.)
- Holland Rd/Sherman Rd PW-TS-018 (\$400K est.)
- McCall Rd/Antelope Rd PW-TS-019 (\$400K est.)
- Menifee Rd/Garban Rd PW-TS-020 (\$400K est.)
- Murrieta Rd/Chambers Rd PW-TS-021 (\$400K est.)
- Murrieta Rd/La Piedra Rd PW-TS-022 (\$400K est.)
- Murrieta Rd/Garban Rd PW-TS-023 (\$400K est.)
- Murrieta Rd/Holland Rd PW-TS-024 (\$400K est.)
- Evans Rd/Craig Rd PW-TS-025 (\$400K est.)
- Evans Rd/Holland Rd PW-TS-026 (\$400K est.)
- Bradley Rd/Garban Rd PW-TS-027 (\$400K est.)
- Bradley Rd/Rim Creek Path PW-TS-028 (\$400K est.)
- Bradley Rd/Lazy Creek Rd PW-TS-029 (\$400K est.)
- Bradley Rd/Peeble Beach Dr PW-TS-030 (\$400K est.)
- Bradley Rd/Cherry Hills Blvd PW-TS-031 (\$400K est.)
- Zeiders Rd/Keller Rd PW-TS-032 (\$400K est.)
- Haun Rd/Craig Rd PW-TS-033 (\$400K est.)
- Haun Rd/Wickered Rd PW-TS-034 (\$400K est.)
- Antelope Rd/Albion Ln PW-TS-035 (\$400K est.)
- McCall Rd/Aqua Rd PW-TS-036 (\$400K est.)
- Murrieta Rd/Craig Rd PW-TS-037 (\$400K est.)
- Goetz Rd/Ave Roble PW-TS-039 (\$400K est.)
- Goetz Rd/Vista Way PW-TS-040 (\$400K est.)

Staff Augmentation, Various Project Management Services, City of El Monte, CA

Project Manager for a variety of capital improvement projects including street, traffic signal and bike pathway projects within the City. Activities include preparing RFP's for professional services, providing bi-monthly updates with status reports including budget, schedule and critical items, prepared council items and attended council meetings.

Director of Public Works/City Engineer, City of Menifee, CA

Planned, organized, directed and integrated the City of Menifee's public works and engineering activities and functions; provided expert professional assistance to City management in areas of expertise, including engineering, municipal water, wastewater collection, stormwater, street and landscape maintenance; and performed related duties as required and took a leadership role in implementation of the goals and objectives of the Public Works and

Experience

30 years

Registrations

Registered Civil Engineer, CA #C61253

Education

Civil Engineering, San Diego State University

Affiliations

American Public Works Association,
San Diego and Imperial Counties
Chapter - Board or Director since 2004

American Society of Civil Engineers

Engineers without Borders, San Diego
Chapter

Construction Management Association
of America - Board Member since 2011

Jonathan Smith, PE

Senior Project Manager/Senior Construction Manager



Engineering Department. Oversaw/managed more than \$6M of SB1-funded projects combined with \$8M in local special sales tax funds. The projects included various street maintenance projects, including slurry seal, cape seal, Class I bike paths, Class II bike lanes, and Class IV separated bike lanes. Designed and constructed various traffic-calming improvements on existing streets throughout the 46.6 square mile City, including:

- Conditioned 217-acre master-planned Legado development, which consisted of 1,016 single-family homes, to provide roundabouts and curve linear streets with curb bulb-outs at intersections to increase safety for all modes of travel.
- Designed a solution at an intersection to eliminate rear-end collisions by utilizing a glue-down protected berm, which also avoided impacting the railroad right-of-way.
- Improved pedestrian safety by designing and constructing traffic-calming improvements that popped out curbs and installed rectangular rapid flashing beacons (RRFB) at park entrances.
- Developed unique solutions to add additional bike lanes within the existing right-of-way. One example is the Goetz Road resurfacing and restriping improvement project that utilized road dieting to eliminate a travel lane and add a two-mile bike path. Another example is the McCall Road and Newport Road Bike Lane Project, which utilized road dieting to reduce lane widths on a four-lane major road to gain enough width to construct over a mile of buffered bike lanes. This was accomplished without negatively impacting roadway capacity.
- Due to various budget challenges, many schools are eliminating bus programs, which has resulted in larger traffic volumes. Jonathan utilized a traffic-calming measure called "Leading Pedestrian Interval" (LPI). This gives pedestrians the opportunity to enter an intersection three to seven seconds before vehicles are given a green indication, allowing pedestrians to better establish their presence in the crosswalk before vehicles have priority to turn left. LPI's provided increased visibility of students crossing the street, and enhanced safety.

Other services provided to the City included:

- Calibrated with Caltrans, County of Riverside and other stakeholders to acquire funding for infrastructure projects.
- Managed a successful highway improvement safety grants program that acquired over \$5M in grant funding to construct various traffic safety improvement projects.
- Directed and oversaw engineering and public works staff of 32, with 15 contractors, consultants and engineering firms.
- Implemented 1,000+ policies and procedures that led to the establishment of the City's first street maintenance section of the Public Works Department.
- Developed City standards, guidelines, policy and procedures for efficient entitlement processing and final engineering of land development projects.
- Assisted in the delivery of various economic development projects.
- Implemented a \$256M CIP program, which included the Newport Road/I-215 Interchange Project (\$47M) and the Scott Road/I-215 Interchange Project (\$57.8M).
- Negotiated development agreements and conditions of approval with developers to create projects that met the goals of the City Council and expectations of the community.
- Implemented emergency operating procedures to manage emergencies.
- Interfaced with the public and City Council regarding problems or questions about projects and infrastructure.
- Maintained positive working relationships with Fish and Wildlife, Army Corps of Engineers, Caltrans and other agencies.
- Reviewed and prepared long-range goals and objectives to meet City Council goals and objectives.

Various Capital Improvement Projects, City of Poway, CA

Managed, planned, organized and supervised professional engineering work for a variety of Capital Improvement Projects for the City of Poway's Development Services Department, including the design of streets and street improvements, sidewalks, sewer and storm drainage systems, water systems, parks, trails, and public facilities. Responsible for accurately tracking project expenditures, negotiating change orders, and monitoring project budgets. In addition, managed, directed, supervised and coordinated the development of cost estimates, construction specifications, bids documents and implementation plans. Also responsible for the development and management of the City's consultants.

Staff Augmentation, Municipal Project Management, Inc., City of San Marcos, CA

Project Manager for the \$900K design contract to construct a \$20M capital improvement project. The project included negotiating a development agreement with a developer, negotiating a purchase agreement with the San Marcos Unified School District and managing the public bidding and construction of a 750K cy grading and improvement project. Provided the City with staff augmentation, senior-level project management, plan checking and construction management services.

Regional Construction Manager, Nolte Associates, San Diego, CA

Construction/Project Manager on complex capital improvement projects for Nolte Associates, now known as NV5. Responsibilities included scheduling complex capital improvement projects in logical steps and budgeted time required to meet deadlines. Determining manpower requirements and assigned inspectors/construction managers to meet project demands. Managed the inspection and reviewed projects to monitor compliance with contract plans, specifications and various state requirements, including, but not limited to, those of the Regional Water Quality Control Board. Interpreted and explained plans and contract terms to administrative staff, workers and clients, representing the owner or developer. Prepared contracts and negotiated revisions, changes and additions to contractual agreements with architects, consultants, clients, suppliers and subcontractors and obtained all necessary permits and approvals.

Cesar Ramirez, EE

Senior Construction Inspector



Mr. Ramirez is a Civil Engineering professional with over 25 years of construction and inspection expertise as well as budgeting, planning, inspection and staff management experience. He is versatile and very capable at providing inspection for every type of construction and has spent most of his career on projects throughout Southern California. Cesar's experience includes numerous CIP projects including traffic signal upgrades, landscape, street and roadway rehabilitation, water and sewer lines, wells, and pressure reducing stations, and parks. His roadway experience includes rubberized asphalt, cement paving, base paving, recycled asphalt base, aggregate base, lime-treated and cement treated base, medians and intersections. He is well versed in Caltrans, Greenbook and other regulatory standards, plus he understands the recordkeeping requirements and tasks to comply with the various state and federal funding requirements. Cesar has provided inspection and record keeping for numerous FHWA Federally funded projects.

Experience

25 years

Education

Santo Tomas de Aquino University,
BSCE

Certifications

Water Distribution D1

Various Traffic Signal Improvements, City of Culver City, CA

Senior Construction Inspector for the \$630K traffic signal rewiring projects which included **traffic signal construction** at Washington Boulevard and Cattaraugus Avenue and left turn modifications at Sepulveda Boulevard/Jefferson Boulevard/Playa Street. Duties included pre-construction photos, daily inspection reports, weekly statement of working days, quantity calculations, RFI's, job site photos, as-builts, final walk through and close out.

Traffic Signal Installation at Santa Anita Avenue and McGirk Avenue, CIP 802, City of El Monte, CA

Senior Construction Inspector providing technical professional services related to the \$400K construction of the following: curb, ramp, and pavement updates on Ramona Boulevard and Tyler Avenue; Class II Bike Route on Santa Anita Avenue; video detection updates; **traffic signal updates at various intersections**; wayfinding sign installation at various intersections; bike rack installation at various intersections for the Santa Anita Active Transportation Program (ATP) Project.

Magnolia Street Rehabilitation, City of Garden Grove, CA

Senior Construction Inspector for a \$3.1M one-mile roadway rehabilitation project with local funding on Magnolia Street from Garden Grove Boulevard, crossing under the SR-22 Freeway to the end of the off ramps. Project features included **traffic signals** and ADA ramps at Magnolia and Trask intersection, coordination with Caltrans for work under SR-22 freeway, installation of 2" - 96" diameter stainless steel pipes of about 150' for storm water retention which were connected to sump pumps near the low point at the freeway, dig outs for full section rehabilitation, used 5% cement treated base which included grinding and mixing of the old roadway asphalt, concrete medians, driveways, sidewalks and ADA ramps. Duties included pre-construction photos, daily inspection reports, weekly statement of working days, quantity calculations, RFI's, coordination with materials testing firm, job site photos, as-builts, final walk through and close out.

Euclid Street/Garden Grove Blvd/Woodbury Avenue Rehabilitations and Palmwood Sidewalks, City of Garden Grove, CA

Senior Construction Inspector for the \$3.8M street rehabilitation projects throughout the City. Streets under construction were Euclid Street, from Chapman Avenue to Katella Avenue; Garden Grove Boulevard, from Brookhurst Street to Nelson Street; and Woodbury Road, west of Harbor Boulevard. To facilitate construction work, traffic on Euclid Street and Garden Grove Boulevard was reduced to one lane. The improvements consisted of the removal and construction of uplifted median curbs, gutter, sidewalk, and wheelchair ramps; **traffic striping**; raised pavement markers; and asphalt concrete base and surface. The work resulted in an improved roadway surface and minimize maintenance efforts. On Palmwood Drive, from Patricia Drive to Vegas Way, improvements consisted of constructing a 4' wide sidewalk on both sides of the street. Inspection duties include DIR's, photo records, coordination with project manager, traffic control, Weekly Statement of Working Days, RFI's, progress payments and quantity takeoffs.

Doran Street Rehabilitation, City of Glendale, CA

Senior Construction Inspector for \$3.9M roadway rehabilitation project for about one mile on Doran Street (two lanes) from Brand Avenue to Adams Street. Project features included four intersections with **new traffic signals**, ARHM paving, type II slurry seal on side streets. Project also included improvements on Jackson Street from Doran to Monterey (300') ADA ramps at the intersections of Jackson and Kenwood Place. Part of the project included FHWA funding and record keeping requirements for daily inspection reports, progress payment quantities and employee interviews. Duties included pre-construction photos, daily inspection reports, weekly statement of working days, quantity calculations, RFI's, coordination with materials testing firm, job site photos, as-builts, final walk thru and close out.

City Wide Street Light Upgrade, City of Corona, CA

Provided construction inspection during the replacement of inefficient, high pressure sodium streetlights with new **LED streetlights**, as well as install a lighting control system that will be used for proactively maintaining streetlights. Approximately 8,000 streetlights throughout the City were replaced in four phases over a six-month period. Inspection occurred at several sites in one shift with up to six contractor crews working throughout the City. The project was funded by special district property taxes that can only be used for streetlight operation and maintenance, as well as Gas Tax revenues.

Lakewood Boulevard Street Improvements, City of Downey, CA

Senior Construction Inspector for the construction of **right turns, traffic signals, relocation of So Cal Edison poles**, relocation of water lines, new streetlight poles, curb and gutter, cold-milling and overlay of existing lanes and striping. Responsibilities included performing daily inspections, administering contract documents, conducting weekly progress meetings, processing submittals, request for information and clarification, change orders and progress payments, generating final punch lists and monitoring the contractor's schedule. Other duties involved documenting the work via daily reports including City's excel forms and digital photography, and coordinating with various agencies, utilities and residents.

Knott Street Rehabilitation, City of Garden Grove, CA

Senior Construction Inspector for \$2.2M roadway rehabilitation project. Improvements consisted of FDR reclamation and cement treatment, full depth asphalt replacement, replacement of curb and gutter, bus pad and handicap ramps, **installation of video detection system, traffic signal detector loops**,

Cesar Ramirez, EE

Senior Construction Inspector



and installation of irrigation and landscaping. Project included FHWA federal funding requirements with Caltrans local oversight. Duties included pre-construction activities, permits, administering the contract, inspecting the work of various contractors, documenting the work via daily reports and digital photography, ensuring quality control, verifying quantities, conducting weekly progress meetings, processing control documents such as RFI's, submittals, progress payments, certified payrolls, negotiating and managing change orders, providing field fixes to design issues and monitoring schedules.

Valley View Street Improvements, City of Garden Grove, CA

Senior Construction Inspector for \$250K of street work that included full depth asphalt replacement, cement treatment base, curb and gutter, handicap ramps, irrigation and landscaping.

Landscape Maintenance (LMD) 84-2 Zone 14 Areas 1-4 Landscape Renovations Project, City of Corona, CA

Senior Construction Inspector for this \$200K project which consisted of clearing and grubbing vegetation, trees, irrigation heads and lateral lines in landscaped planters and parkways as specified in the plans; perform soil prep, finish grading, weed abatement, furnish and install new irrigation and plant materials, and trees and protect in place existing trees and vegetation not in contract. Zone 14 was established to fund the landscape maintenance of parkways and medians along portions of Norco Hills Parkway, Village Loop, Parkridge, Parkview and McKinley. Inspection of irrigation removal, the installation of new irrigation valves, drip irrigation per zone, weed abatement, plant delivery and layout, 30/60/90/120-day plant maintenance review, 120-day plant establishment period for each phased area.

Landscape Maintenance District (LMD) 84-2 Zone 7 and 10 Landscape Renovation Project, City of Corona, CA

Senior Construction Inspector for this landscape renovation project. In 2016 and 2017, the City performed approximately 500,000 square-feet of landscape renovations in various landscape maintenance districts in Corona, including LMD 84-2 Zone 7 and 10. These renovations were conducted in part due to drought conditions in the State of California, which resulted in changes to water use regulations and the need to increase water efficiency outdoors. Another factor for the projects was the need to replace plant material and irrigation systems, which were beyond their useful life. Lastly, due to the funding for the landscaping of these areas coming from special assessments on property taxes, the projects were also performed to help contain costs and improve the financial sustainability for the districts. The areas selected in the initial project were generally parkways grouped by the area fed by a water meter. Created plant palettes to take advantage of low water use plants that work well within Corona's climate and to also maintain visual consistency throughout the City. The project renovated approximately 20,000 sq ft of landscaping between the two zones.

FY 18/19 Citywide Paving Program, City of Corona, CA

Senior Construction Inspector for \$1M, annual roadway rehabilitation project with local funding for sectors of the City. Project features included removals, milling, manhole and water valve adjustments, curb and gutter repairs, asphalt paving and slurry seal. Duties included pre-construction photos, daily inspection reports, weekly statement of working days, quantity calculations, RFI's, coordination with materials testing firm, job site photos, as-builts, final walk thru and close out.

Sierra del Oro Water Treatment Plant Landscape Renovations Project, City of Corona, CA

Senior Construction Inspector for this CIP landscape renovation project which will repair the substantial damage to the landscaping, roof and communication site equipment from the 2017 Canyon Fire which damaged the Water Treatment Plant. The design consists of rehabilitating approximately 70,000 sq ft of the site, including the existing irrigation system and installing cobble hardscape, removing and replacing a failing retaining wall, and installing plant materials to act as a fire break to help reduce the potential for fire damage in the future.

2017 Street Pavement Maintenance and Rehabilitation Project, City of Corona, CA

Senior Construction Inspector for the \$2.8M project which consisted of pavement rehabilitation along Main Street, River Road, Lincoln Avenue and Enterprise Court for 18.2 lane-miles total.

Various Water Related CIP Projects, Southern CA

Construction Inspector responsible for performing daily inspections, administering contract documents, upholding code requirements, conducting weekly progress meetings, processing submittals, request for information and clarification, change orders and progress payments, coordinating with various agencies, utilities and residents, generating final punch lists, ensuring traffic control, monitoring the contractor's schedule, maintaining public relations and documenting the work via daily reports and digital photography. Projects included:

- City of Ontario – Installation of 17,440' of 24" CML/C pipe and 5,350' of 42" CML/C pipe, including boring operations under 60 Freeway, Mission and Guasti Avenues railroad tracks
- City of Ontario – Construction of two pressure reducing stations
- Jurupa Community Services District – Installation of sewer lines, water mains and 1" copper services for 30 new tracts
- Golden State Water Company, West District, Gardena – Construction of two 1.5 MG steel tanks and yard piping including grading and footings

Construction Inspector, Various Locations, CA

As Construction Inspector responsibilities included daily inspections, administering contract documents, upholding code requirements, conducting weekly progress meetings, processing submittals, request for information and clarification, change orders and progress payments, coordinating with various agencies, utilities and residents, earthwork calculations, generating the final punch list and monitored the contractor's schedule. Maintained documentation of the work via daily reports, construction forms and digital photography. Projects included:

- City of Ontario/Chino Basin Desalter Authority – Construction of a 42" CML&C domestic water pipeline on Milliken Avenue
- City of San Juan Capistrano – Directional drilling construction of a 14" HDPE pipe under the San Juan Capistrano River
- City of West Hollywood – La Cienega Boulevard and Melrose Avenue street paving
- City of San Juan Capistrano – On-call Inspector, several roadway paving and slurry CIP projects inspected
- Chino, California Institution for Men – Double box culvert, pre-cast bridge, 6", 14", 18" and 24" C-900, 6" brine line and paving



Teresa Rodriguez

Project Administrator

Ms. Rodriguez has over 15 years of construction contract and project administration experience in the public works and private development sectors. She brings strong proficiency in the use of Construction Management Project Control systems and software for construction project administration. Her strength lies in her ability to complete a wide range of project-related responsibilities with a strong understanding of the construction process. She is knowledgeable in assisting on projects from design through the completion of construction. Teresa sets up and maintains the operable file structure, assists in preparing design consultant Request for Proposals and assists in bidding of projects and prequalification's of bidders by conducting reference checks, monitoring contractor's compliance, prepares and processes sub-consultant agreements, data collection, processing, scheduling, tracking and reporting. Additional responsibilities include coordinating weekly construction progress meeting, preparing weekly agenda's and meeting minutes, preparing project exception notices, filing the exception notices with the County, processing contractor, submittals, requests for information and change orders, preparing and processing bid documents, conditional and unconditional lien releases, and tract preliminary notices, and preparing and filing notice of completion with the County. Teresa has worked with utility companies in processing contracts and invoicing. She processes new contracts and purchase orders, coordinates and sets up project site events and meetings, and verifies and tracks contractor and subcontractor insurance information. Teresa handles all project accounting such as preparing and processing billing, invoicing, accounts receivable and contract close-out items and as well as processing all expense reports, review and process certified payroll and labor compliance documents. She also brings an understanding of labor compliance monitoring for federally funded projects.

Experience

15 years

Education

High School Diploma

Bush Street Bicycle Boulevard, Water Improvements and Sewer Improvements, City of Santa Ana, CA

Project Administrator for the \$2.5M Bush Street Bicycle Boulevard Project which incorporates bicycle enhancements and traffic calming measures intended to connect neighborhoods to the Civic Center using Complete Street and Bike Boulevard concepts. The improvements will include landscaping and updated signage and roadway markings. The project comprises a bicycle boulevard stretching along Bush Street from Civic Center to 17th Street, and water and sewer improvements from 8th Street to 11th Street. In addition to the replacement of the water main and sewer maintenance holes, the street enhancement consists of traffic circles and/or bulb-outs at seven street intersections, along with landscaping, and updated signs, striping, and markings. Duties include assisting with reviewing inspector daily reports for accuracy and invoicing. Maintains project files and documentation.

Crown Valley Community Park, Tier 1 Recreation Improvement and Tier 2 Entry Improvement, City of Laguna Niguel, CA

Project Administrator for this \$5M community park improvement project. Tier 1 project features included new amphitheater, public restrooms, splash pad, playground equipment, tree removal, mass grading, roadway and utility improvements, stage lighting, pathway lighting, street lighting, storm water BMP placement and compliance, fencing, railing, specialty stage canopies and various community art projects incorporated throughout the project. Duties included project administration, progress payment application and preparation of progress reports.

Great Park Development, City of Irvine, CA

Project Administrator supporting two W&A Project Managers for the design and construction of City owned improvements in support of the 1,200-acre Great Park development. Duties include administration and documentation support for two Project Managers, coordination City CIP administration staff and City Great Park administration staff, processing correspondence, submittals, contracts, contractor progress payments, project schedule, budgets and weekly updates for projects that develop the City owned portion of the Great Park (previously El Toro Military Base.) Also responsible for certified payroll and monitoring contractor labor compliance. This exciting premier project will house the new training facility for the Anaheim Ducks Professional Hockey team and a new four rink sports complex for skating and hockey tournaments. Select projects include:

- Great Park Western Sector Landscape Project (\$3M)
- South Lawn Pump Station Enclosure Building Improvements (\$250K)
- Basin 6, Basin 1 & Basin 3 Projects (\$100K)
- Portable Restroom Building Relocation (\$85K)
- AT&T Conduit at Festival Site (\$80K)

North Cajon Boulevard Street Improvements, City of San Bernardino, CA

Project Administrator on this \$740K ARRA funded project that included roadway improvements along a 1.25-mile section of historic Route 66. Improvements incorporated the new roadway widening and asphalt paving work with storm water drainage upgrades, new concrete sidewalks, ADA curb ramps, curb & gutter, signage, traffic striping and street lighting. Duties included assisting with reviewing inspector daily reports for accuracy and invoicing. Maintains project files and documentation.

Keith 1220-Zone Potable Water Storage Tank (Reservoir) Project, City of Corona, CA

Project Administrator of this \$7.8M project, provides construction management and quality assurance inspections, oversight of public outreach, geotechnical and materials testing, and environmental mitigation support services during the construction phase of the Construction Management and Inspection Services for the Keith 1220-Zone Potable Water Tank Project. The project will include construction of a 2.5M gallon pre-stressed concrete tank at the southeast corner of Nelson Street and Keith Street. The project will include undergrounding of existing overhead power and telephone lines in the vicinity of the tank site, construction of approximately 1/4-mile of new waterline from the tank site to Duncan Way along Nelson Street and Courtney Street, reclaimed waterline and storm drains in Nelson Street and Masters Drive, street improvements, on-site utilities, and site work to include fencing, gates, paved vehicle access, lighting, landscaping and irrigation. Assists with maintaining project files, reports and other documentation.

Teresa Rodriguez

Project Administrator



Fire Station 205 Phase 2 Improvements, City of Rialto, CA

Project Administrator during overall site grading and drainage improvements, an apparatus building, temporary staff living quarters, parking and underground utilities for proposed and future facilities. Services on this \$4.2M project also included management of the materials testing firm. Maintained project documentation, assisted with the preparation of meeting minutes and other reports, documented all correspondences and provided administrative assistance.

Mill Creek Wetlands Cucamonga Creek Watershed Regional Water Quality Project, City of Chino, CA

Project Administrator for this 52-acre environmental habitat reclamation project located in the City of Chino. This \$10M wetlands rehabilitation and water quality development project provided improvements to an existing wetlands watershed area by creating a public recreation and habitat restoration commons. The new ecosystem includes six interconnected water quality ponds landscaped with native plant materials, a riparian habitat, a raptor habitat expansion, interpretive/educational loop trails as well as almost two miles of recreation and maintenance trails. Assisted with maintaining project files, reports and other documentation.

La Sierra Pipeline, Western Municipal Water District, Riverside, CA

DBE/Labor Compliance Administrator assisting the Labor Compliance team in monitoring DBE compliance of contractors and subcontractors. Responsibilities include compiling data, verifying compliance and completing forms including Form UR344. The project has multiple funding sources that include local, state and federal funds.

Plant 137 & Live Oak Road Pipeline Replacement Project, East Valley Water District, Highland, CA

Project Administrator for the installation of approximately 3,185' of 12" DIP and appurtenances through the rocky foothills of a residential neighborhood. Construction of this \$717K project also included demolition of existing treatment train equipment and construction of facility site improvements at Plant 137. Maintained project documentation, assisted with the preparation of meeting minutes and other reports, documented all correspondences and provided administrative assistance.