GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall
1700 West 162nd Street, Gardena, California
Website: www.cityofgardena.org

Tuesday, September 13, 2022
Open Session 7:30 p.m.

TASHA CERDA, *Mayor*
PAULETTE C. FRANCIS, *Mayor Pro Tem*
MARK E. HENDERSON, *Council Member*
RODNEY G. TANAKA, *Council Member*
WANDA LOVE, *Council Member*

MINA SEMENZA, *City Clerk*
GUY H. MATO, *City Treasurer*
CLINT OSORIO, *City Manager*
CARMEN VASQUEZ, *City Attorney*
LISA KRANITZ, *Assistant City Attorney*

In order to minimize the spread of the COVID 19 virus Governor Newsom has signed AB 361. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.
If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at youtube.com/CityofGardena

2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.

3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
   - https://us02web.zoom.us/j/85334729526
     Phone number: US: +1 669 900 9128, Meeting ID: 853 3472 9526
     Press *9 to Raise your Hand and *6 to unmute when prompted.

   - If you wish to speak live on a specific agenda item during the meeting you, may use the “Raise your Hand” feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.

4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email bromero@cityofgardena.org at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

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

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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**

   Lyneiah Anderson, 153rd Street School and Johnson Park Summer Day Camp

4. **INVOCATION**

   Presented by Council Member Rodney G. Tanaka

5. **PRESENTATIONS**

6. **PROCLAMATIONS**

   6.A "Constitution Week," September 17-23, 2022 (to be proclaimed only)
   Proclaim Only-Constitution Week-2022.pdf

   6.B "22nd Annual Keep Gardena Beautiful Day," September 17, 2022 (to be proclaimed only)
   Proclaim Only-Keep Gardena Beautiful Day-2022.pdf

   6.C "City Employee Recognition Day" September 22, 2022 (To be proclaimed only)
   Proclaim Only-City Employee Recognition Day-2022.pdf

7. **APPOINTMENTS**

   7.A Rent Mediation Board - Member-At-Large Representative - Joanne Brown
   (Appointed by Council Member Love)

   7.B Gardena Beautification Commission - Barbara Phillips
   (Appointed by Council Member Love)

7.C Recreation Commission - Carrie Scott
(Appointed by Council Member Love)

7.D Gardena Economic Business Advisory Commission - Hani Nachef
(Appointed by Council Member Love)

7.E Gardena Economic Business Advisory Commission - Louis Enriquez
(Appointed by Council Member Love)

7.F Human Services Commission - Shari Farmer
(Appointed by Council Member Love)

7.G Gardena Beautification Commission - Esther Trujillo
(Appointed by Council Member Henderson)

8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC - Roll Call Vote Required On The Consent Calendar
All matters listed under the Consent Calendar will be enacted by one motion unless a Council Member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and that they Be read by Title Only
CONTACT: CITY CLERK

8.B Approve Minutes:
Regular Meeting of the City Council, July 26, 2022
Special Study Session Meeting, August 9, 2022
Regular Meeting of the City Council, August 9, 2022
Special Council Meeting, August 30, 2022
CONTACT: CITY CLERK
07262022 REGULAR Minutes Gardena CC Meeting - FINAL.pdf
08092022 Special Study Session Minutes - FINAL.pdf
08092022 REGULAR Minutes Gardena CC Meeting - FINAL.pdf
08302022 Special Meeting - Study Session CC Meeting Minutes - FINAL.pdf

8.C Receive and File of Minutes:
Planning & Environmental Quality Commission, August 16, 2022
CONTACT: COMMUNITY DEVLEOPMENT
22_08_16 PCMIN

8.D Approval of Warrants/Payroll Register, August 23, 2022
CONTACT: CITY TREASURER
Warrant-Payroll Register 08-23-22.pdf

8.E Approval of Warrants/Payroll Register, September 13, 2022
CONTACT: CITY TREASURER
Warrant-Payroll Register 09-13-22.pdf

8.F Personnel Report P-2022-16 9-13-22
CONTACT: HUMAN RESOURCES
PERS RPT P-2022-16 9-13-22.doc
Classification and Compensation Schedule eff 09-13-2022 Attachment 1.pdf
Job Description - Public Information Officer - Attachment 2.pdf
Job Description - Human Services Coordinator - Attachment 3.pdf

8.G RESOLUTION NO. 6606, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs
CONTACT: CITY MANAGER
Reso No. 6606- Authorized modified game.pdf
8-25-22 LTR Request for Approval of Mega Poker Jackpots Modification (003).pdf
Hustler- GEGA-003500 1 Mega Poker Jackpots APPROVAL GEAM-000529 (004).pdf

8.H Award Contract to FILMLA to provide Film Permit Services
CONTACT: COMMUNITY DEVELOPMENT
Gardena_2022-2027.pdf

8.I Approve Purchase of Bus Engines
CONTACT: TRANSPORTATION
Ford of Montebello Bid IFB 2022-02.pdf

8.J Approve Purchase of Bus Components
CONTACT: TRANSPORTATION
City of Gardena Agreement with Delta Motors.pdf
RFQ 2022-01 Reconditioning of Siemens Components.pdf
Attachment A - Federal Clauses and Certifications.pdf

9. **EXCLUDED CONSENT CALENDAR**

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

10.A September 6, 2022 MEETING
Zone Text Amendment #2-22 (Ordinance No. 1844)

The Planning Commission considered an Ordinance amending Title 18, Zoning, of the Gardena Municipal Code to prohibit short-term rentals of residences for lodging purposes and short-term rentals of residences and other commercial uses not listed as allowed uses under the Gardena Municipal Code. The Ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to the commonsense exemption set forth in Guidelines Section 15061(b)(3).

APPLICANT: City
LOCATION: Citywide

Commission Action: The Planning Commission approved Resolution No. PC 11-22 by vote of 3-1, approving Zone Text Amendment #2-22 (Ordinance No. 1844).

City Council Action: Receive and File. This item will be brought forth to the Council for review at a future City Council meeting.

To view the complete Planning Commission packet CLICK HERE
2022_09_06 PCAX

ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)

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

11. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

11.A Worker's Compensation Third-Party Administrator (TPA) Professional Services Agreement

Staff Recommendation: Authorize and Execute a Professional Services Agreement
Staff_Report_-_RFP_ TPA_SEP 13 2022.pdf
LWP Claims Solutions, Inc- Agreement.pdf

12. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

12.A URGENCY ORDINANCE NO. 1843, An Urgency Ordinance of the City Council of the City of Gardena, California, Establishing a Temporary Moratorium on Short-Term Rental. The Urgency Ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to the commonsense exemption set forth in Guidelines section 15061(b)(3).

Staff Recommendation: Adopt Urgency Ordinance No. 1843, by way of a four-fifths vote
Urgency Ordinance No. 1843.pdf

12.B Contract Building Services Agreement with BPR Consulting Group, Inc.to Provide Building Official and Other Building Related Inspection and Processing Services

Staff Recommendation: Staff respectfully recommends that Council approve an Agreement with BPR Consulting Group, Inc. and authorize a Purchase Order in the amount of $1,408,327
Staff Report - BPR Building Services 2022.pdf
Attachment A - Agreement Including Proposal.pdf

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

13.A COVID-19 Update

13.B RESOLUTION NO. 6601, A Resolution of the City Council of the City of Gardena Opposing the Two Statewide Ballot Measures that Would Expand Gaming in California

Staff Recommendation: Adopt Resolution No. 6601 opposing both Proposition 26 and Proposition 27 Sports Wagering Initiatives
Reso No. 6601 - Opposition of Prop 26 and 27 Sports Wagering Intiatives.pdf
6-15-2022 CCGA Comparative Analysis of Sport Wagering Initiatives.pdf

14. **DEPARTMENTAL ITEMS - POLICE**

15. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

15.A Award Sidewalk Trip Hazard Removal Contract for the Pedestrian Safety Project FY 2022-2032, JN 513, to Southern California Precision Concrete Inc. in the Amount of $150,000 and Declare California Environmental Quality Act (CEQA) Exemption.

Staff Recommendation:

- **Award Sidewalk Trip Hazard Removal Contract**
- **Declare CEQA Exemption**

Appendix A- City of Carson RFP
Appendix B- City of Carson Contract
Appendix C- Southern California Precision Concrete Bid
Appendix D- CEQA NOE.pdf
Appendix E- City of Gardena Contract

15.B Award Construction Contract for the 170th St. Street Improvement from Normandie Avenue to Vermont Avenue Project, JN 944, to Sequel Contractors, Inc. in the amount of $736,450.00, Award Construction Management and Inspection Services to Wallace and Associates Consulting, Inc. in the amount of $106,220.00, Approve Budget Appropriation of $380,000 Prop C funds, Approve the Project Plans and Specifications and Declare California Environmental Quality Act (CEQA) Exemption.

Staff Recommendation:

- **Award Construction Contract.**
- **Award Construction Management and Inspection Services.**
- **Approve Budget Appropriation**
- **Approve Project Plans and Specifications**
- **Declare CEQA Exemption**

JN 944 Sequel Contractors, Inc. Bid 08-11-2022.pdf
WA Proposal - Gardena CM&I 170th street.pdf
170th St Improvement Project 5276-032_Contract docs_Specifications.pdf
170th St Improvement Project 5276-032 Project Plans.pdf
CEQA Notice of Exemption JN 944.pdf

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

17. **DEPARTMENTAL ITEMS - TRANSPORTATION**

17.A Approve Contract for Bus Detailing

Staff Recommendation: Approve Contract
City of Gardena Agreement with JBT Mobile Detail.pdf

17.B Approve Paratransit Service Agreement with the City of Hawthorne

Staff Recommendation: Approve Agreement
MOU_Hawthorne Paratransit FY 2023 & 2024.pdf

17.C Approve Paratransit Service Agreement with Los Angeles County

Staff Recommendation: Approve Agreement
MOU_LA County Paratransit FY 2023 & 2024.pdf

18. **COUNCIL ITEMS**

18.A Discussion on the Development of a Policy to Donate Buses to Local Non-Profits

Discuss donating buses to local non-profits and provide staff direction regarding a Bus Donation Policy

19. **COUNCIL DIRECTIVES**

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

21. **COUNCIL REMARKS**

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

22. **ANNOUNCEMENT(S)**

23. **REMEMBRANCES**

All those who lost their lives as a result of the terrorist attacks within the United States on September 11, 2001; **LaTanya "LT" Meadors**; 61 years of age. LT worked for the South Bay Regional Communications Authority as a Dispatcher. In 2015 she retired as an Acting Supervisor, but she continued supporting the Gardena Police Department and every South Bay Police Department because she loved what she did. She was greatly involved with the community, and she will be missed; and **Alejandra Perez**; 33 years of age, beloved sister of Nathalie Perez, Human Resources Coordinator in the Human Resources Department.

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, September 27, 2022.

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

Dated this 9th day of September 2022

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

TO BE PROCLAIMED ONLY

" CONSTITUTION WEEK "

— SEPTEMBER 17 THROUGH SEPTEMBER 23, 2022 —

September 17, 2022, marks the two hundred thirty-fifth anniversary of the drafting of THE CONSTITUTION OF THE UNITED STATES OF AMERICA by the Constitutional Convention.

Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week; and therefore, it is fitting and proper to accord official recognition to this magnificent document and to its memorable anniversary.

The National Society of the Daughters of the American Revolution began the celebration of Constitution Week and is just one of the numerous devoted and patriotic organizations that will be celebrating the 235TH ANNIVERSARY of the drafting of this momentous and unique document.

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim SEPTEMBER 17-23, 2022, to be

CONSTITUTION WEEK

in the City of Gardena and urge all citizens to study the Constitution and to reflect on the privileges, as well as on the rights and responsibilities, of being an American.

TO BE PROCLAIMED ONLY

" 22nd ANNUAL KEEP GARDENA BEAUTIFUL DAY "

~ Saturday, September 17, 2022 ~

On Saturday, September 17, 2022, volunteers representing community groups, individual citizens, and City of Gardena Elected Officials and City Staff, will work together for an annual *"Community Clean-Up Day."*

These dedicated Volunteers will work to *"Keep Gardena Beautiful,"* by sprucing up our City Parks, by cleaning the rights of way along our streets, as well as by working within our neighborhoods, and minor "fix-ups" will be accomplished. Public Works Staff, supported by members of the City Manager's Office and Recreation and Human Services Department, in conjunction with the Gardena Beautification Commission, are coordinating all projects for the day. Following these worthwhile activities, Community Clean-Up participants are invited to enjoy lunch at Gardena's Mas Fukai Park.

In recognition and support of Gardena's community-wide, beautification effort, Saturday, September 17, 2022, is proclaimed to be the

22nd Annual

KEEP GARDENA BEAUTIFUL DAY

to encourage our many, caring citizens, and City officials and staff to unite on this special day to carry out the projects planned to beautify and benefit our community. Let's take pride in making Gardena a better place in which to live, work, visit, shop, and play.

TO BE PROCLAIMED ONLY

" CITY EMPLOYEE RECOGNITION DAY "
❖ SEPTEMBER 22, 2022 ❖

The elected officials of the City of Gardena are most appreciative of the exemplary support that the City's dedicated employees demonstrate toward the City and its citizens.

City of Gardena employees have traditionally been honored for their service, and recognitions have been given for their years of service at special functions.

In an effort to continue the City Council's long tradition of showing their appreciation to the City's employees, a special time of City Employee Recognition is planned for Thursday, September 22, 2022. This will include a luncheon for *ALL* City employees, as well as a time of special emphasis to those receiving recognition for years of service.

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, am pleased to proclaim Thursday, September 22, 2022, to be

CITY EMPLOYEE RECOGNITION DAY

to bring public awareness of the employees of the City of Gardena who complete their daily responsibilities in a commendable manner, to show appropriate appreciation for their on-going dedication to this community, and to say thank you to all employees for their tremendous work. Their work does not go unnoticed.

MINUTES
Regular Meeting of the
Gardena City Council
Tuesday, July 26, 2022

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

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:02 PM on Tuesday, July 26, 2022, Mayor Tasha Cerda presiding.

1. ROLL CALL

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

At 7:03 p.m., the City Council recessed into Closed Session via Microsoft Teams, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Wanda Love; Council Member Paulette C. Francis. Other City Officials and Employees present: City Attorney Carmen Vasquez.

PUBLIC COMMENT ON CLOSED SESSION - ***None***

2. CLOSED SESSION

2.A CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Gov. Code Section 54956.9(d)(1)
Steven Prendergast v. City of Gardena
L.A. Sup. Ct. Case No. 20STCV17648

2.B CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency Designated Representative: Clint Osorio, City Manager
Employee Organizations:

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

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:40 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated that with regards to both items, no reportable action had been taken.

3. PLEDGE OF ALLEGIANCE

Connor Church led the Pledge of Allegiance. Connor is from the Boys and Girls Club at 156th Street Elementary. Connor is a leader among his peers as well as a visionary for his community. Connor was Mayor Cerda's tour guide when she went to visit the Boys and Girls Club and he had a lot of great questions as far as what the City Council does and more specifically what she does as the Mayor. She sees him potentially as a future leader. Also, some of the different things that he's in charge of are his day-to-day activities; he's just helpful all around with all al the other young people; he's eager to learn and she was very impressed with him.

4. INVOCATION

Presented by Mayor Pro Tem Rodney G. Tanaka

5. PRESENTATIONS

5.A South Bay Regional Housing Trust Presentation - ***Presented by the South Bay Cities Council of Governments, David Leger***

Mayor & Council had questions for Mr. Leger, for which he provided answers.

Mayor Pro Tem Tanaka made a motion to have staff draft a letter in support SB44,. Council Member Francis seconded it.

5.B CERTIFICATES OF RECOGNITION to Commission and Board Appointees of the Honorable Council Member Art Kaskanian, for dedicated community service

a. Sean Dixon, Human Services Commission
   – was accepted by Sean Dixon
b. Kale Eaton, Planning and Environmental Quality Commission
   – was accepted by Kale Eaton
c. Terri Haase, Recreation and Parks Commission
   – was accepted by Terri Haase
d. Martha A. Kirksey, Senior Citizens Commission
   – was not present
e. Dulce Ordonez, Gardena Youth Commission
   – was not present
f. Esther Trujillo, Gardena Beautification Commission
   – was accepted by Esther Trujillo
g. Zoraida Hernandez, Gardena Economic Business Advisory Commission
   – was not present
h. Robert K. Kwon, Gardena Economic Business Advisory Commission
   – was accepted by Robert K. Kwon
i. Timothy McClone, Gardena Rent Mediation Board, Owner Representative
   – was accepted by Timothy McClone
j. Woods Woolwine, Gardena Rent Mediation Board, At-Large Representative
   – was accepted by Woods Woolwine

Mayor Cerda thanked and appreciated everyone on behalf of the entire City Council for serving on the commissions.

5.C Certificate of Recognition to Shirley Ann Lewis in appreciation of her service to the community as a Rent Mediation Board Member: Member-at-Large Representative
- Commissioner Shirley Ann Lewis came into the meeting and thanked Mayor Cerda and everyone for the recognition.

Mayor Cerda thanked Ms. Lewis for all that she has done in representing her on the Rent Mediation Board and congratulated and wished her good luck on her future endeavors on her move to the east coast.

6. PROCLAMATIONS *- None*

7. APPOINTMENTS

7.A Reorganization of the City Council - Selection of Mayor Pro Tem

Select Mayor Pro Tem to serve from July 2022 to July 2023

City Manager Osorio presented Staff Report.

Mayor Cerda thanked Mayor Pro Tem Tanaka for his time in the position.

Mayor Pro Tem Tanaka thanked Mayor Cerda and Council for having confidence and allowing him to be her backup and trusted him to represent her and the City.

Mayor Cerda made a motion to appoint Council Member Francis to the position of Mayor Pro Tem – current Mayor Pro Tem Tanaka seconded it.

It was moved by Mayor Cerda, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Appoint Council Member Francis to serve as Mayor Pro Tem from July 2022 to July 2023:

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

7.B Reorganization of Council Assignments of Delegates and Alternates to Outside/City Committees

Mayor Cerda made the recommendation that Mayor Pro Tem Tanaka sit on the Finance Committee – Mayor Pro Tem Tanaka accepted. She asked all the Council members if anyone had any changes or wants anything added.

Mayor Pro Tem Tanaka commented on his committees and will keep what he has.

Council Member Love accepted the position for the Inglewood Fire Training Facility Authority Commission. She asked for clarification regarding the Finance Committee position.

City Attorney Vasquez made Council aware that three (3) Council Members cannot participate on the Finance Committee, but that anyone of them could attend, they would just not be able to vote.

It was moved by Mayor Cerda, seconded by Council Member Henderson, and carried by the following roll call vote to Approve the Reorganization of Council Assignments of Delegates and Alternates to Outside/City Committees:

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

8. CONSENT CALENDAR

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

8.B Approve Minutes:
Regular Meeting of the City Council, July 12, 2022
CONTACT: CITY CLERK

8.C Receive and File of Minutes:
Planning & Environmental Quality Commission, June 21, 2022
CONTACT: COMMUNITY DEVLEOPMENT

8.D Approval of Warrants/Payroll Register, July 26, 2022
CONTACT: CITY TREASURER

July 26, 2022: Wire Transfer: 12196-12204; Prepay: 168155 -168157; Check Nos: 168158 -168356 – for a total Warrants issued in the amount of $5,147,111.50 Total Payroll Issued for July 15, 2022: $2,268,447.94.

8.E Monthly Investment Portfolio, June 2022
CONTACT: CITY TREASURER

8.F Personnel Report P-2022-14 7-26-22
CONTACT: HUMAN RESOURCES

8.G RESOLUTION NO. 6597, Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws
CONTACT: CITY MANAGER

RESOLUTION NO. 6597

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

8.H Approve One-Year Contract Between the City of Gardena and SPCALA for Animal Control and Sheltering Services
CONTACT: COMMUNITY DEVELOPMENT

8.I Acceptance and Notice of Completion for the Van Ness Ave. and 139th Street Improvement Project, JN 952
CONTACT: PUBLIC WORKS

8.J RESOLUTION NO. 6594, Authorizing the Filing of a Claim with the Los Angeles County Metropolitan Transportation Authority for Local Transportation Funds
CONTACT: TRANSPORTATION

RESOLUTION NO. 6594

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE FILING OF A CLAIM WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR LOCAL TRANSPORTATION FUNDS

8.K RESOLUTION NO. 6596, Authorizing the Filing of Federal Fiscal Year 2022 Grant Application for Transportation Assistance
CONTACT: TRANSPORTATION

RESOLUTION NO. 6596

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

8.L Approve Agreement between the Los Angeles County Metropolitan Transportation Authority and the City of Gardena for Proposition C 5% Transit Security Funds
CONTACT: TRANSPORTATION

8.M Approve Agreement between the Los Angeles County Metropolitan Transportation Authority and the City of Gardena for Proposition C 40% Discretionary Funds
CONTACT: TRANSPORTATION

It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve all Items on the Consent Calendar with the exception of Items 8.D, 8.E, 8.F, 8.H, 8.J, 8.K, 8.L and 8.M:

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

9. EXCLUDED CONSENT CALENDAR

8.D CITY TREASURER - Approval of Warrants/Payroll Register, July 26, 2022
- This Item was pulled by Council Member Francis

Council Member Francis asked about the Economic Assistance Agreement, asked about the amendments, and extension to the Agreement; and also asked if the hotel was not developed, what would happen in this instance. City Manager Osorio asked City Attorney Vasquez to respond to Council Member Francis' question; she stated she did not have the agreement in front of her but did explain the terms of the agreement; Council Member Love asked a question regarding the non-compliance from the other party; and City Attorney reminded Council that the agreement was not an agendized item.

8.E CITY TREASURER - Monthly Investment Portfolio, June 2022
- This Item was pulled by Council Member Love

Council Member Love asked about the Investment Report; asking what type of services Chandler Asset Management provides besides investment advice; and what type of services does the PUN Group provide; City Manager Osorio answered her questions.

8.F HUMAN RESOURCES - Personnel Report P-2022-14 7-26-22
- This Item was pulled by Council Member Francis

Council Member Francis asked about the Homeless Coordinator job, and asked if this person will work with GMET team and will this person eventually be assigned a staff; will the Measure H money go toward this person's salary; and if somewhere down the line if there will be an outreach team; Mayor Cerda asked if this position will be paid with Measure H funds; she then asked about the homeless unit that we had before, was that paid with Measure H funds? Council Member Love asked if the Measure H money would require us to have a homeless plan in place to before we hire this position and asked about ongoing funding. City Manager Osorio answered all of Council's questions.

Public Speaker: Zahid Ahmed came into the meeting and gave his suggestions.

8.H COMMUNITY DEVELOPMENT - Approve One-Year Contract Between the City of Gardena and SPCALA for Animal Control and Sheltering Services
- This Item was pulled by Council Member Francis

Council Member Francis asked about the services the SPCALA is providing, how do we know they are taking care of our animals. City Manager Osorio responded to her question.

8.J TRANSPORTATION - RESOLUTION NO. 6594, Authorizing the Filing of a Claim with the Los Angeles County Metropolitan Transportation Authority for Local Transportation Funds
- This Item was pulled by Council Member Francis

Council Member Francis asked if this item was applying for extra funding for Gardena transit, and if so, how much are we getting? City Manager Osorio responded to her question.

8.K TRANSPORTATION - RESOLUTION NO. 6596, Authorizing the Filing of Federal Fiscal Year 2022 Grant Application for Transportation Assistance
- This Item was pulled by Council Member Francis

Council Member Francis asked if this is a grant application for the buses, and if so, how much are we getting? City Manager Osorio responded to her question.

8.L TRANSPORTATION - Approve Agreement between the Los Angeles County Metropolitan Transportation Authority and the City of Gardena for Proposition C 5% Transit Security Funds
- This Item was pulled by Council Members Francis and Love

Council Member Francis asked if this would provide a security officer to ride on the bus; does the contract also include one Gardena Police Officer to follow the buses and be available at all times? Council Member Love asked if the Police Officer who is assigned, would be solely assigned to transit matters? Is one officer enough? City Manager Osorio responded to all of Council's questions.

8.M TRANSPORTATION - Approve Agreement between the Los Angeles County Metropolitan Transportation Authority and the City of Gardena for Proposition C 40% Discretionary Funds
- This Item was pulled by Council Members Francis and Love

Council Member Love asked about the one time offering and asked if she could get an explanation of how it all worked. Transportation Director Ernie Crespo came into the meeting and explained and answered all questions.

Public Speaker: Zahid Ahmed came into the meeting and voiced his concerns.

It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve Items 8.D, 8.E, 8.F, 8.H, 8.J, 8.K, 8.L and 8.M:

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

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A JULY 19, 2022 MEETING

Conditional Use Permit #5-22

The Planning Commission considered a request for a conditional use permit, to allow the on-site sale and consumption of beer and wine in a new karaoke bar located in the General Commercial (C-2) and Parking (P) zone with a Mixed-Use Overlay (MUO) and direction to staff to file a Notice of Exemption as an existing facilities project.
APPLICANT: Kyeang Linda Jo
LOCATION: 15210 S Western Ave
Commission Action: The Planning Commission approved Resolution No. PC 10-22, by vote of 4-0-1, approving the project and directing staff to file a Notice of Exemption.

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

This Item was Received and Filed

ORAL COMMUNICATIONS - *None*

11. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

11.A Approval of Blanket Purchase Orders for Fiscal Year 2022-2023

City Manager Osorio presented Staff Report.

Council Member Love asked if there have been times that an item had to come back for an increase; if there was a time when the estimate was lower, does it go back into the pot? How often does that happen? Is the City considering writing an Ordinance for local spending in the City whenever the costs allow; she stated she is looking out for smaller businesses. She then asked if we could keep an eye on the budget.

Council Member Francis asked if we are changing the $30,000 amount; she then asked about the checks and balances to make sure that staff is not exceeding their spending; and if we are going to approve the blanket purchase of $3M; will we get some kind of monthly report; she then recapped by saying that we already approved these items but are doing this so we do not have to come back and approve again.

Mayor Cerda asked if the terminology can be changed to something else rather than a blank check; she then stated there are reasons why we do what we do, she just wanted to make sure the public knows they are hearing accurate information.

City Manager Osorio and City Attorney Vasquez answered all of their questions.

Public Speaker: Zahid Ahmed came into the meeting and gave his recommendations.

It was moved by Council Member Henderson, seconded by Mayor Cerda, and carried by the following roll call vote to Approve Blanket Purchase Orders:

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

12. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

12.A Review of Revised 2021-2029 Housing Element

City Manager Osorio presented Staff Report.

Senior Planner, Amanda Acuna gave a presentation.

Assistant City Attorney Kranitz, Community Development Director Greg Tsujiuchi and Planning Consultant Gregg McClain were present and available for questions.

There was a very lengthy discussion which included all members of the City Council, Assistant City Attorney Kranitz, CDD Director Tsujiuchi, Planning Consultant McClain, and Senior Planner Acuna regarding the changes made to the Housing Element which was discussed in great detail.

Public Speaker: Zahid Ahmed came into the meeting and gave his recommendations.

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Review and Discuss the Changes to the Adopted Housing Element for Resubmission to HCD:

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

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

13.A COVID-19 Update

City Manager Osorio presented the update.

14. DEPARTMENTAL ITEMS - POLICE

14.A Authorization to Purchase Five (5) Patrol Vehicles from National Auto Fleet Group in the amount of $210,825.21 and expend Build-Out Costs in the amount of $95,876.30

City Manager Osorio presented the Staff Report.

Council Member Henderson asked if we have received any data on the electric vehicles.

Council Member Francis asked if these five cars are SUV's or sedans; and eventually will we go all SUVs.

City Manager Osorio replied to all of their questions.

Public Speaker: Zahid Ahmed came into the meeting and gave his recommendations.

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

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

15. DEPARTMENTAL ITEMS - PUBLIC WORKS

15.A Approve the Proposed Master Plan to proceed with the Design and Construction Document Phase of the Mas Fukai Park Improvements, JN 820.

City Manager Osorio presented the Staff Report.

Public Works Director, Allan Rigg gave a presentation and was available for questions.

Council Member Francis asked the following questions: how long is it going to take to complete the whole process; how is the sand going to keep clean if they are rubber tiles and if the park was going to be kept open during construction; she then commented that the picnic area is relatively new.

Council Member Love asked the following questions: how many restrooms does this plan have; is it a total of two buildings with two restrooms each; what is the size of the community center; and the large meeting room?

Mayor Cerda asked about the soft foam.

Council Member Henderson asked the following questions: can we put some stormwater capture underneath the field; does that increase the dollar amount of the project; are we looking to make the community building leagued certified; and when do you want the technology portion to get approved?

Public Works Director Rigg and City Manager Osorio answered all of their questions.

Public Speaker: Zahid Ahmed came into the meeting and offered his recommendations for the park improvement.

It was moved by Council Member Love, seconded by Council Member Henderson, and carried by the following roll call vote to Approve the Proposed Master Plan:

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

15.B Approve purchase of the 2023 TYMCO Model 600 Regenerative Air Sweeper from TYMCO in the amount of $443,177.44 for Public Works Street Sweeper Equipment Purchase, JN 515

City Manager Osorio presented the Staff Report.

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

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

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

17. DEPARTMENTAL ITEMS - TRANSPORTATION

17.A Approve Purchase of Seven (7), 40-foot Compressed Natural Gas (CNG) Buses for $6,130,421 and Authorize Program Total of $6,743,463

City Manager Osorio presented the Staff Report.

Transportation Director, Ernie Crespo was present and available for any questions.

Council Member Francis asked the following questions: why did they take 19 modifications from 2017 to get this going; didn't we approve a safety barrier; will there be cameras inside and out of the buses?

Director Crespo answered all questions.

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

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

18. COUNCIL ITEMS

18.A Discussion Regarding the Issuance of Cell Phones to Elected Officials

Discuss issuing cell phones to Elected Officials and provide staff direction regarding a Cell Phone Policy

Mayor Cerda asked what other Council Members are doing when returning phone calls; she continued to say that she uses her personal cell phone to return calls to the public and has not had any issues keeping it separate; didn't see the need for an additional phone; she then said she uses her secretary for screening her messages and returns all calls using her personal cell phone. She suggested that Council Member Love use her stipend to purchase a cell phone.

Council Member Love stated that she needs to make sure she keeps her personal, business and city business all separate; she then asked for the City Manager and City Attorney's advice and said if she gets a text message on my personal device, it is subject to a PRA.

Council Member Francis commented and said when she became a Council Member she was told she would receive a laptop and a cell phone; she stated she would like it to be an option if the Council Member would like a cell phone or not.

Mayor Pro Tem Tanaka stated that he uses the Council Secretary to screen messages.

Council Member Henderson commented and said he uses an alternate phone number for the residents to call me on; he continued to say he uses the Council Secretary mechanism for messages; you have to be careful with the Freedom of Information; he then continued to say that our roles are different than staff and Department Heads.

It was moved by Council Member Love, seconded by Council Member Francis, and carried by the following roll call vote to Approve Discussion Regarding the Issuance of Cell Phones to Elected Officials:

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

19. COUNCIL DIRECTIVES

Council Member Francis

1) Asked for a follow-up to Council Member Henderson's directive regarding getting information from Spectrum and how we can add content to our PEC channel – *this was not considered a directive*

2) Asked for a list of all CUPs for beer and wine consumption that was approved by City Council from July 1, 2021, to present. *Council Member Henderson seconded it.*

   City Attorney Vasquez asked for clarification of directive: City staff to provide a memo of all the CUPs for business with alcohol licenses from July 2021 to current year.

Council Member Henderson

1) Asked if our City Attorney could give a briefing on the HCD lawsuit that is circulating through the State of California regarding RHNA. *Council Member Francis seconded it.*

   City Attorney Vasquez stated that she will proceed to agendize item for Closed Session.

Mayor Cerda

1) Asked if we can ask Developers to use local hires when projects are being developed in our City. *Council Member Francis seconded it.*

   City Attorney Vasquez informed Mayor and Council that GEBAC has asked for a presentation for their meeting in September and she would like to hear the feedback from GEBAC first, before bringing back any potential recommendations to Mayor and Council in October. Mayor Cerda and Council Member Francis agreed.

Council Member Love

1) Asked if staff could come back with a report regarding the findings, identifying a location and the costs for a dog park. *Council Member Henderson seconded it.*

   Mayor Cerda explained that this was already in the works and that an update can be provided.

2) Asked if there was a way, she could get the Agenda Forecast Packet prior to the Agenda being finalized; she feels there is not enough time to review when she gets the finalized Agenda Packet on Friday before a Council Meeting.

   City Attorney Vasquez explained that we do have a Forecast Project Calendar that would give her titles, and further explained that she is also receiving the PEQC Action Sheet the day after Planning Commission meets that would provide information that was discussed at that meeting. Deputy City Clerk Romero explained that all Council Members already have access to the Forecast Project Calendar which is in the same folder with the Agenda Packet on SharePoint and gets updated prior to the Department Head meetings that takes place on Wednesday morning.

   Council Member Francis shared her recollection of past agenda forecast information.

20. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

1. Memo regarding the Housing Project update that was dated July 21, 2022.
2. He wished Mayor Cerda, Mayor Pro Tem Francis and Recreation Director Stephany Santin a Happy Birthday.

21. COUNCIL REMARKS

1) Council Member Henderson – Since the last meeting Council Member Henderson met with City Manager Osorio regarding the broadband project. Council Member Henderson was surprised on how connected everyone is around the city. There was also a discussion on the environmental justice element. Council Member Henderson also attended Ice Cream with a Cop at Rowley Park and welcomed Council Member Love.

2) Council Member Francis – Since the last meeting Council Member Francis attended the weekly CERT response team meeting, California Food Administration demonstration on Medford Release Program, and Hawthorne Airport Noise Committee Meeting. Council Member Francis sent her condolences to the Wallin family, sympathy to staff City Attorney Vasquez and Assistant City Attorney Lisa Kranitz. Lastly, encouraged everyone to continue to stay safe and better days are coming.

3) Mayor Pro Tem Tanaka – Since the last meeting Mayor Pro Tem Tanaka attended the Parks and Recreation Day, thanked Stephany for putting on a good event. Also attended a celebration and awards for retiring members at a brewery, Ice Cream with a Cop, RCC users meeting, and SBCCOG Legislative Briefing. Mayor Pro Tem Tanaka shared Peter Wallin was a long-time friend of his and will be greatly missed, his sincere condolences to the Wallin family and city staff.

4) Mayor Cerda – Since the last meeting Mayor Cerda attended the Parks and Recreation Day and thanked Director Santin for an amazing job. Mayor Cerda also attended the Boys and Girls Club Summer Camp Program at 156th Street School, and Ice Cream with a Cop. Mayor Cerda thanked and shared she appreciates all that the Gardena Police Department does to enhance their community policing. Also attended the monthly CCGA meeting, Sanitation meeting, and Serra High School Golf Tournament. Mayor Cerda gave her condolences to the Wallin family and shared Peter Wallin was an amazing person and attorney for the City. She mentioned Gardena is a better place because of him.

5) Council Member Love – Since the last meeting Council Member Love attended Ice Cream with a Cop, thanked Kinecta for providing ice cream. Council Member Love attended the grand opening of Simply Salad and looks forward to attending more events in the future.

22. ANNOUNCEMENT(S)

Mayor Cerda announced:

1) S'mores & More Family Fun Night! Friday, July 29, 2022; 6:30 p.m. to 8:30 p.m. at City Hall 1700 W. 162nd Street.
2) Summer Block Party in Celebration of National Night Out; Tuesday, August 2, 2022; 6:30 p.m.-8:30 p.m. on the City Hall Complex.
3) City of Gardena has adult Co-ed Softball which will be Friday Nights at Mas Fukai and Rowley Park. Season begins Friday, August 5, 2022. For more information call (310)217-9537 or visit our social media site on Instagram, Facebook, and city website.
4) City of Gardena is hosting a Summer UCLA Blood Drive on Thursday, August 11, 2022; 9:00 a.m. – 2 p.m. at Ruch Gym 1651 W. 162nd Street.
5) Keep Gardena Beautiful Day, Community Cleanup, Saturday, September 17, 2022; 8:00 a.m. to 12:00 p.m. For more information visit www.cityofgardena.org/events.
6) 2nd Annual FurBaby Love Fest, Saturday, October 1, 2022, from 1:00 p.m. to 6:00 p.m. at the Gardena City Hall Lawn. For more information visit our city website and social media sites.

23. REMEMBRANCES

Mr. Broderick May Sr., 65 years of age. Mr. May lived in Gardena for more than 25 years and worked several jobs in Gardena before working for the State of California. He also played Alto saxophone in the Gardena Marching Band. He has 2 sons and 2 stepdaughters and had recently retired in 2020; **Peter L. Wallin**, 81 years of age. A beloved City Attorney for the City of Gardena who provided over 20 years of service. Peter received his bachelor's degree from the University of California Berkeley in 1962 and attended Boalt School of Law with the practice emphasis on Municipal and Real Estate Law. Peter was a partner at Wallin, Kress, Reisman & Kranitz LLP and he had recently retired as a City Attorney from the City of Gardena in 2020. Peter decided to take a step back to enjoy life and a few extra rounds of golf. He was still very much involved as he became the Deputy City Attorney for the City of Gardena through the Jones & Meyers law firm. Peter provided a great wealth of knowledge to the city staff, and he will always greet you with a warm smile, he will be greatly missed.

Adjournment video was presented in Memory of Peter Wallin.

24. ADJOURNMENT

At 12:42 a.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, August 9, 2022.

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

APPROVED:

_____ By:_____

Tasha Cerda, Mayor Becky Romero, Deputy City Clerk

MINUTES
Special Study Session
City of Gardena City Council
Tuesday, August 9, 2022

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

The Study Session Notice and Agenda of the Gardena City Council Special Study Session of the City of Gardena, California, was called to order at 6:09 PM on Tuesday, August 9, 2022, via Zoom, Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Paulette C. Francis; Council Member Mark E. Henderson; Council Member Rodney Tanaka; and Council Member Wanda Love; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; and Assistant City Attorney Lisa Kranitz, Community Development Director Greg Tsujiuchi; Senior Planner Amanda Acuna and Deputy City Clerk Becky Romero. City Clerk Mina Semenza was away on an excused absence.

2. PUBLIC COMMENT ON SPECIAL STUDY SESSION - *None*

3. PRESENTATION

3.1 Proposed Development for 2800 Rosecrans Avenue
- Presentation given by Ricky Dela Rosa

4. ADJOURNMENT

There being no further business, Mayor Cerda adjourned the Special Study Session at 6:56 p.m. to the Closed Session portion of the Regular City Council Meeting immediately following the Special Study Session Meeting on Tuesday, August 9, 2022.

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 Notice of the
Gardena City Council
Tuesday, August 9, 2022

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

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:02 PM on Tuesday, August 9, 2022, via Zoom, Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Paulette C. Francis; Council Member Mark E. Henderson; Council Member Rodney G. Tanaka; and Council Member Wanda Love; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; and Deputy City Clerk Becky Romero. City Clerk Mina Semenza was away on an excused absence.

At 7:03 p.m., the City Council recessed into Closed Session via Microsoft Teams, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Paulette C. Francis; Council Member Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Wanda Love. Other City Officials and Employees present; City Manager Clint Osorio; and City Attorney Carmen Vasquez.

PUBLIC COMMENT ON CLOSED SESSION - ***None***

2. CLOSED SESSION

2.A CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
(One [1] Matter)

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:32 p.m., and the Deputy City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated that no reportable action had been taken.

3. PLEDGE OF ALLEGIANCE

Lyneiah Anderson was not available to do the Pledge; Mayor Pro Tem Paulette C. Francis led the Pledge of Allegiance.

4. INVOCATION

Presented by Council Member Rodney G. Tanaka

5. PRESENTATIONS – *None*

6. PROCLAMATIONS

6.A "City of Gardena 92nd Anniversary Day" - September 11, 2022
- was proclaimed by Mayor Cerda

7. APPOINTMENTS

7.A Rent Mediation Board - Tenant Representative - Joanne Brown
- was Appointed by Council Member Love

Ms. Joanne Brown came into the meeting and thanked everyone for the opportunity and looks forward to serving on the committee.

7.B Senior Citizen Commission - Shari Farmer
- was Appointed by Council Member Love

Ms. Shari Farmer came into the meeting and thanked everyone for the opportunity to serve and help the community of Gardena.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Henderson, and carried by the following roll call vote to Appoint Joanne Brown to the Rent Mediation Board and Appoint Shari Farmer to the Senior Citizen Commission:

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

8. CONSENT CALENDAR

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

8.B Approval of Warrants/Payroll Register, August 9, 2022
CONTACT: CITY TREASURER

August 9, 2022: Wire Transfer: 12205-12212; Prepay: 168357; Check Nos: 168358 -168526 – for a total Warrants issued in the amount of $2,568,038.04; Total Payroll Issued for July 29, 2022: $1,791,083.69.

8.C Personnel Report P-2022-15 8-09-22
CONTACT: HUMAN RESOURCES

8.D RESOLUTION NO. 6599, Re affirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency
CONTACT: CITY MANAGER

RESOLUTION NO. 6599

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

8.E. RESOLUTION NO. 6600, Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws
CONTACT: CITY MANAGER

RESOLUTION NO. 6600

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

8.F Acceptance and Notice of Completion for the Police Station Sewer Pump Replacement Project, JN 511
CONTACT: PUBLIC WORKS

8.G Gardena Valley Japanese Cultural Institute - Weekly Bingo Permit (RENEWAL) Thursdays 12:00 p.m. - 2:00 p.m.
CONTACT: COMMUNITY DEVELOPMENT

8.H Gardena Elks Lodge #1919 - Weekly Bingo Permit (RENEWAL) Mondays 6:00 p.m. - 12:00 a.m.
CONTACT: COMMUNITY DEVELOPMENT

Mayor Cerda reminded everyone that just for point of clarification the Consent Calendar is a section of items that are the same and repetitively voted on or items that either have been already discussed previously and is just a formality to take a second vote.

Council Member Francis explained why she calls for review certain items and believes that we should have as much transparency as possible.

It was moved by Council Member Love, seconded by Council Member Henderson, and carried by the following roll call vote to Approve all Items on the Consent Calendar with the exception of Items 8.C, 8.E, 8.G and 8.H:

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

9. EXCLUDED CONSENT CALENDAR

8.C HUMAN RESOURCES - Personnel Report P-2022-15 8-09-22
- Item pulled by Council Member Love

Council Member Love asked for clarification regarding the process of adding an item on the Consent Calendar; how is it determined; what falls under the Consent Calendar and what does not. City Manager Osorio answered her questions and explained the process.

It was moved by Mayor Cerda, seconded by Council Member Henderson, and carried by the following roll call vote to Approve Item 8.C:

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

8.E CITY MANAGER - RESOLUTION NO. 6600, Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws
- Item pulled by Council Member Henderson and Mayor Pro Tem Francis

Mayor Pro Tem Francis asked a question on behalf of a constituents: when are we going back to in-person meetings, and will Zoom/YouTube still be available? She would like to have a conversation about how a plan will be put in place and if our meetings will be hybrid meetings? City Manager Osorio presented a slide showing the number of COVID cases going down

Mayor Cerda added that we have been watching for the COVID numbers to go down before we move forward with in-person meetings, including all our Commissions.

Council Member Love asked City Manager Osorio if we have a timeline of when we can go into hybrid meetings. City Manager Osorio commented that hybrid is not an option at this point and explained the RFP process.

City Manager Osorio and City Attorney Vasquez answered all questions and explained the reason why hybrid meetings are not an option at this time.

Council Member Henderson commented that he is open to either option in-person or virtual and informed everybody that his part of a project that is modernizing a space similar to ours, to make it hybrid and it is very expensive and it can be anywhere in the upwards of five hundred thousand.

It was moved by Council Member Love, seconded by Council Member Henderson, and carried by the following roll call vote to Approve Item 8.E:

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

8.G COMMUNITY DEVELOPMENT DEPARTMENT - Gardena Valley Japanese Cultural Institute - Weekly Bingo Permit (RENEWAL) Thursdays 12:00 p.m. - 2:00 p.m. ***- Item pulled by Council Member Love***

Council Member Love stated that 8.G and 8.H are the same so she would ask about both. She then asked how long have both of these non-profits been conducting bingo; and if there were any other non-profits doing the same?

Council Member Tanaka replied that the VFW was also conducting bingo. City Manager Osorio did not have the information available and asked if he can provide her with a follow-up memo.

It was moved by Council Member Love, seconded by Council Member Henderson, and carried by the following roll call vote to Approve Item 8.G:

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

8.H COMMUNITY DEVELOPMENT DEPARTMENT - Gardena Elks Lodge #1919 - Weekly Bingo Permit (RENEWAL) Mondays 6:00 p.m. - 12:00 a.m.
- Item pulled by Council Member Love

It was moved by Council Member Love, seconded by Council Member Henderson, and carried by the following roll call vote to Approve Item 8.H:

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

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A AUGUST 2, 2022 MEETING - ***Meeting Cancelled***

ORAL COMMUNICATIONS – *None*

Mayor Cerda asked that we take Item 17.A out of order.

Mayor Pro Tem Francis made the motion and Council Member Love seconded it.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Love, and carried by the following roll call vote to Move Item 17.A Out of Order:

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

17. DEPARTMENTAL ITEMS - TRANSPORTATION

17.A Approve Donation of Retired Vehicles to the Sister City of Huatabampo, Mexico

City Manager Osorio presented the Staff Report.

Mr. Saul Lugo came into the meeting and thanked the City for the donation and express his appreciation in Spanish. Translation to English was made by City Clerk Staff. Mr. Juan Luis was present but did not speak.

Council Member Love asked if buses are ever donated to local non-profits or have we ever tried to donate to them. City Manager Osorio answered and explained what has been done in the past.

Public Speaker: Shari Farmer came into the meeting to let Council know that she works with a lot of non-profits who would happily accept the any vehicle donations the City is willing to give.

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

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

11. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

11.A Public Hearing: Proposed 48th Year Community Development Block Grant (CDBG) Program – One Year Action Plan for Use of Funds for Fiscal Year 2022-2023

City Manager Osorio presented the Staff Report.

Mayor Cerda opened the Public Hearing at 8:36 p.m. and asked if there were any comments from the public.

Mayor Pro Tem Francis asked if seniors would be included in that group. She also asked about the money from the CARES Act rental assistance. She then asked what are we doing different to improve access than we have been doing the last five years. She then asked if in the future we can do more community outreach to make sure everyone is informed.

City Manager Osorio answered and explained the criteria for CDBG Housing Program and also gave information for qualifying for the CARES Act program.

Council Member Love asked if there was any type of reporting or information we can get on a quarterly or annual basis to let us know how the program is doing. Would it help us identify the areas we are falling short in, that may need a little more attention. I am big on making sure our residents know what is available to them.

City Manager replied that reporting is done on an annual basis, it also gets audited. He continued to explain the process.

Mayor Cerda then commented that the programs we are talking about have been around for years. We do the best we can to get it out there; it's renewed every year.

There was no further comment, Mayor Cerda closed the Public Hearing at 8:48 p.m.

It was moved by Mayor Pro Tem Francis, seconded by Mayor Cerda, and carried by the following roll call vote to Conduct Public Hearing; allow each speaker three (3) minutes; and Approve Plan:

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

11.B Approval of Additional Blanket Purchase Orders for Fiscal Year 2022-2023

City Manager Osorio presented the Staff Report.

Mayor Pro Tem Francis asked if we are going to do this every time we make a purchase? Is it an automatic process? She then asked if this would impact the general fund, and make sure we do all our checks and balances.

City Manager answered and explained that these purchases were from our Transportation Department.

Council Member Love commented and said this is a pretty large oversight.

City Manager stated that he wanted to be transparent with the Council.

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

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

12. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

12.A Short Term Rentals for Lodging Discussion

City Manager Osorio presented the Staff Report.

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

Assistant City Attorney Kranitz explained the City's position stating that the regulations relating to Short Term Rentals can either be totally permissive, completely prohibitive, or somewhere in between. They also gave information of what our surrounding cities are doing in putting certain regulations in place when it comes to STRs.

Our Mayor and Council Members asked questions, expressed their opinions, and discussed all aspects if we were to allow short term rentals including hiring extra staff to monitor all the complaints. Director Tsujiuchi and Assistant City Attorney Kranitz provided answers, along with City Manager Osorio and City Attorney Vasquez. It was also asked if staff could come back with additional findings because having short term rentals could also be a positive experience.

Public Speakers:

1) Charisse, asked if Airbnb are legal to have in Gardena.
2) Raymond Dennis expressed his concerns and spoke in opposition to this item.

City Attorney Vasquez, then asked for direction clarification from Council: Direction is for staff to draft an Ordinance to Prohibit Short Term Rentals.

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

13.A COVID-19 Update

City Manager Osorio presented the update.

Mayor Pro Tem Francis asked; How are we enforcing the guidelines and how are we protecting our staff? City Manager Osorio answered her questions and explained the City policy and what is being done to keep everyone safe.

14. DEPARTMENTAL ITEMS - POLICE

14.A Execute five (5) year contract with AXON Enterprise, Inc. for the purchase of ninety (90) Electronic Control Devices (ECD) in the amount not to exceed $356,386.33

City Manager Osorio presented the Staff Report.

Chief of Police Saffell introduced Lieutenant, David Brock, who gave a presentation and was available for any questions.

Council Member Henderson asked if Axon going to train our staff and then is our staff going to train the trainer; the reason I ask is it can become another duty as assigned or some nuance may be missed or lost. How long is the training to make sure they clearly understand?

Lieutenant Brock explained the training process.

Mayor Pro Tem Francis does the device need to be charged daily? Does this get listed under military equipment on our website.

Council Member Love what happens to the devices you are getting rid of.

Lieutenant Brock and Chief Saffell gave information and responded to all questions.

It was moved by Council Member Tanaka, seconded by Council Member Love, and carried by the following roll call vote to Authorize the Police Department to purchase ninety (90) new/unused "T7" ECDs and execute the five-year agreement with AXON Enterprise, Inc. for a total cost, not to exceed, $356,386.33:

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

15. DEPARTMENTAL ITEMS - PUBLIC WORKS – *No Items*

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

17. DEPARTMENTAL ITEMS - TRANSPORTATION

17.B Approve Agreement with MOEV under the California Energy Commission Grant Program

City Manager Osorio presented the Staff Report.

Transportation Director Ernie Crespo was present and available for any questions.

Council Member Henderson is it possible that we get the proper press while we are testing this technology.

Director Crespo came into the meeting and explained the reporting.

Mayor Pro Tem Francis made a comment regarding intellectual property.

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

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

18. COUNCIL ITEMS

18.A RESOLUTION NO. 6598, Designating Certain Members of the Gardena City Council to serve as Representatives on the South Bay Council of Governments Governing Board

RESOLUTION NO. 6598

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DESIGNATING CERTAIN CITY COUNCIL MEMBERS TO SERVE AS REPRESENTATIVES ON THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS GOVERNING BOARD

City Manager Osorio presented the Staff Report.

It was moved by Council Member Henderson, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote to Adopt Resolution No. 6598:

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

18.B Designation of Voting Delegate / Representative for the League of California Cities Annual Conference and Expo - September 7-9, 2022

City Manager Osorio presented the Staff Report.

Mayor Cerda asked Council Member Tanaka if he was available September 7-9, 2022, Council Member Tanaka confirmed, yes that is correct.

Mayor Cerda asked Council Member Love is she is available as an alternate for the dates mentioned, Council Member Love confirmed, yes that is correct.

Council Member Henderson asked although the rest of the Council are not voting members, we are open to participate and attend the conference. Mayor Cerda confirmed, yes that is correct.

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

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

19. COUNCIL DIRECTIVES

Mayor Pro Tem Francis

1. Asked If we could bring an Ordinance to establish a moratorium regarding Short Term Rentals to our September 13, 2022, Council Meeting. *Council Member Henderson seconded it*

Council Member Love

1. Asked our City Manager to check on the cost to upgrade our audio system in the Council Chambers so we could conduct hybrid meetings. *Council Member Henderson seconded it.*

2. Asked if we could look into bus donations to our local non-profits*. Mayor Pro Tem Francis seconded it.*

3. Asked what could be done with the amount of dog poop on the ground. *Council Member Henderson seconded it.*

Mayor Cerda

1. Asked if we could add Monkey Pox to the COVID update that our City Manager presents*. Mayor Pro Tem Francis seconded it.*

20. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

1. Memo regarding Community Development Monthly report for July 2022.
2. Memo regarding cable television access.
3. Memo regarding Conditional Use Permit issued to serve alcohol.
4. Video – Homeless Survey. We encourage all our residents to complete the Homeless Plan Survey that is currently online and join us on September 7, 2022, for an in-person meeting to discuss the homeless plan.
5. Video – National Night Out as known as our Block Party.

21. COUNCIL REMARKS

1) COUNCIL MEMBER LOVE – Since the last meeting Council Member Love attended National Night Out and had a great time. She also attended the grand opening of Cocoon, and the U-Haul open house.

2) COUNCIL MEMBER HENDERSON – Reminded everyone that cayotes are a problem to the community and make sure not to leave any food out. Keep dogs and cats indoors if possible. Since the last meeting Council Member Henderson attended the U-Haul open house, cocoon opening, and Gardena block party. Council Member

Henderson enjoys talking to city employees and watching their quality of work. Also thanked Director Rigg for letting him meet his staff, the city purchased a new sewer cleaning truck and was able to meet two fabulous employees from Public Works Rob and JJ. Thanked all staff for their hard work and shared the city has great employees.

3) MAYOR PRO TEM FRANCIS – Since the last meeting Mayor Pro Tem Francis attended the night out block party. Mayor Pro Tem Francis mentioned it was nice to see so many kids and shared she saw about 300 – 400 people there. They sang Happy Birthday to Mayor Cerda. Informed everyone that the City of Gardena and the Beautification Commission will be having the 22nd annual Keep Gardena Beautiful day on September 17, 2022, everyone can sign up at the city website or contact the Public Works department. Those that sign up will receive a free T-Shirt and lunch but must be signed up by September 1st. Reminded everyone that kids will be going back to school and asked for everyone to be mindful. Lastly, encouraged everyone to continue to stay safe and better days are coming.

4) MAYOR CERDA – Since the last meeting Mayor Cerda attended a retirement party from one of the residents. Carolyn Khan retired from the post office after 33 years and the mayor presented a certificate. Mayor Cerda also attended the summer block party, shared it was a great event, thanked everyone for the birthday wishes. Attended the grand opening of Cocoon 63 and shared a video on Facebook, she is looking forward to seeing how the project goes. Mayor Cerda shared the city has a cayote manual that has a lot of information.

5) COUNCIL MEMBER TANAKA – Encouraged everyone to use Gardena Direct. Since the last meeting Council Member Tanaka attended the SBCCOG Board meeting, Summer Block party and commented it was a great night especially since it was the Mayor's birthday. He also attended the League of California Cities meeting in Diamond Bar, congratulated Andrew Chou for becoming the league president and gave a certificate of appreciation for all the work to James Bazajian did. Attended the open house for cocoon was surprised how nice the rooms are and encouraged everyone to stop by and take look. Lastly, attended a seminary fundraising for six students going to Seminary School at Gardena Valley Baptist Church.

22. ANNOUNCEMENT(S)

Mayor Cerda announced:

1) City of Gardena is hosting a Summer UCLA Blood Drive on Thursday, August 11, 2022; 9:00 a.m. – 2 p.m. at Ruch Gym.
2) City of Gardena has adult Co-ed Softball which will be Friday Nights at Mas Fukai and Rowley Park. Season begins Friday, August 19, 2022. For more information call (310)217-9537.
3) LA County Animal Care and Control and NBC 4 and Telemundo 52 have cleared the shelters which is from August 1st – 31st, where adoption fees are fully waived for cats and reduced to $20 for dogs. This is to encourage everyone to adopt a dog or cat this will also include microchipping and spay and neuter, and vaccinations, other fees may apply.

4) Gardena Police Department – Coffee with a Cop, August 18, 2022, at Chick-Fil-A; 8:00 a.m. – 10:00 p.m; located at the corner of Redondo Beach Blvd and Crenshaw Blvd.
5) Save the Date - Gardena 12th Annual Food, Wine & Brew; Saturday, September 24, 2022, 12:00 p.m. to 7:00 p.m. at the Gardena City Hall Complex. Ticket sales started on August 1st or go online. General admission is $25; reserve tables are $85. For more information call (31)217-9537 and will be publicized on all our social media outlets.

23. REMEMBRANCES

Gardiel Solorio, 26 years of age. City of Monterey Park Officer was fatally shot and killed in the City of Downey.

24. ADJOURNMENT

At 10:38 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, September 13, 2022.

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
Special Meeting / Study Session
Gardena City Council Special Meeting
Tuesday, August 30, 2022

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

The Special Meeting / Study Session of the Gardena City Council Special Meeting of the City of Gardena, California, was called to order at 6:07 PM on Tuesday, August 30, 2022, via Zoom, Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Council Member Mark E. Henderson; Council Member Rodney Tanaka; and Council Member Wanda Love; Mayor Pro Tem Paulette C. Francis was away on an excused absence; Other City Officials and Employees present City Manager Clint Osorio; City Attorney Carmen Vasquez; and Assistant City Attorney Lisa Kranitz, Community Development Director Greg Tsujiuchi; Senior Planner Amanda Acuna and City Clerk Mina Semenza.

2. PUBLIC COMMENT - *None*

3. COUNCIL ITEM

3.A RESOLUTION NO. 6602, Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws

RESOLUTION NO. 6602

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

City Manager Osorio presented the Staff.

It was moved by Council Member Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Adopt Resolution No. 6602:

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

4. PRESENTATIONS

4.A Proposed Development for 14600 S Western Ave

Senior Planner Amanda Acuna, Assistant City Attorney Lisa Kranitz and Community Development Director Greg Tsujiuchi were present and available for any questions.

Fred Shaffer, Developer of Saiko Investment Corporation gave the presentation and was available for any questions. Steve Ludwig, Developer Representative of NextGen Apartments was present and assisted with the presentation.

No Public Speakers.

Council Member Love and Tanaka spoke in favor of the proposed development. Council Member Henderson have questions regarding traffic/speeding and adding a lighted crosswalk. Mayor Cerda asked for confirmation of height requirements.

4.B Proposed Development for 2315 Marine Avenue

Senior Planner Amanda Acuna, Assistant City Attorney Lisa Kranitz and Community Development Director Greg Tsujiuchi were present and available for any questions.

Fred Shaffer, Developer of Saiko Investment Corporation gave the presentation and was available for any questions.

5. ADJOURNMENT

At 7:37 p.m., Mayor Cerda adjourned the to the Closed Session portion of the Regular City Council Meeting immediately at 7:00 p.m., followed by the Regular City Council Meetin at 7:30 pm., on Tuesday, September 13, 2022.

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 PEQC Meeting Notice and Agenda of the
Planning and Environmental Quality Commission
Tuesday, August 16, 2022

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, August 16, 2022, in the 1700 W. 162nd Street, Gardena, California.

PARTICIPATE BEFORE THE MEETING by emailing the Planning Commission at planningcommissioner@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.

PARTICIPATE DURING THE MEETING VIA ZOOM

- Join Zoom Meeting Via the Internet or Via Phone Conference: https://us02web.zoom.us/j/82284659195
- Via Phone Conference Phone number: US +1 669 900 9128,Meeting ID: 822 8465 9195 Press *9 to Raise Hand and *6 to unmute when prompted.
  If you wish to speak 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 will be allowed to speak during Oral Communications. Members of the public wishing to address the Commission/Committee/Board will be given three (3) minutes to speak.

1. **CALL MEETING TO ORDER**
   The meeting was called to order at 7:00PM

2. **ROLL CALL**
   Present: Chair Stephen P Langley; Vice Chair Deryl Henderson; Member Steve Sherman; Member Kale Morita
   Absent: Member Jules Kanhan

3. **APPROVAL OF MINUTES**

   3.A July 19, 2022 MEETING

   A motion was made by Commissioner Sherman and seconded by Chair Langley to approve the minutes of the meeting on July 19, 2022. The minutes were approved 3-0-1

Ayes:	Langley, Sherman, Morita
Noes:	None
Abstain:	Henderson

4. **ORAL COMMUNICATIONS**
   Chair Langley invited anyone from the public to speak on any issues not on the agenda; however, there were no members of the public wishing to speak under oral communications.

5. **PUBLIC HEARING ITEMS**
None

6. **OTHER MATTERS**

6.A **Extension Request for Tentative Tract Map No. 82958 (TTM #2-19)**

A request for extension of time of Tentative Tract Map No. 82958, to subdivide the property at 1621 W. 147th Street creating six condominium units, per Chapter 17.08 of the Gardena Municipal Code, and directing staff to file a Notice of Exemption
APPLICANT: Julio Vargas
LOCATION: 1621 W 147th Street (APN: 6103-031-075)

Senior Planner Amanda Acuna explained an oral history for the approval of the project and the ordinance to approve an extension of time for a subdivision map and recommended that Planning Commission open the public hearing, receive testimony from the public, approve a 12-month time extension for Tentative Tract Map No. 82958 (TTM #2-19) and file a notice of exemption.

The applicant explained the reasoning for their request for an extension for time.

Chair Langley closed the public hearing.

MOTION: It was moved by Vice Chair Henderson and seconded by Commissioner Sherman to approve the extension request for Tentative Tract Map No. 82958 (TTM #2-19), by vote of 3-0-1, with Commissioner Morita abstaining from the vote due to proximity to his property, approving a 12-month extension of time for the tentative map, and directing staff to file a Notice of Exemption.

The motion passed by the following roll call vote:

Ayes:	Henderson, Sherman, Langley
Noes:	None
Abstain:	Morita

7. **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**
Community Development Director, Greg Tsujiuchi was absent, and Ms. Acuna had presented the Planning Commissioners with two upcoming Gardena events and stated if any of the commissioners were interested, to please let staff know to reserve tickets for the events below.

- Jazz Festival on August 28, 2022
- Food, Wine, and Brew on September 24, 2022

Ms. Acuna also stated there will be an in-person Planning Commissioner training event at a TBA location for Los Angeles County on September 12, 2022. If the date is in conflict with any commissioners, there will also be an Orange County training event on November 18, 2022, instead if they wish to attend.

Assistant City Attorney Lisa Kranitz regretfully informed the Commission that former City Attorney, Peter Wallin, had passed away and that there will be a ceremony if the commissioners wish to attend.

8. **PLANNING & ENVIORNMENTAL QUALITY COMISSIONERS' REPORTS**

Commissioner Morita stated he had attended the U-Haul community meeting, thought the event was insightful and noted that the major attendance was from the residents of the Rosecrans Place development. He had also noted that he attended the Cocoon housing development grand opening and saw the automated parking structure in operation.

9. **ADJOURNMENT**

Chair Langley adjourned the meeting at 7:17 P.M.

Respectfully submitted,

GREG TSUJIUCHI, SECRETARY
Planning and Environmental Quality Commission

STEPHEN LANGLEY, CHAIR
Planning and Environmental Quality Commission

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: City Treasurer's Office

DATE: August 18, 2022

SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

August 23, 2022	TOTAL WARRANTS ISSUED:	$1,803,251.68
	Wire Transfer: 12213-12215	
	Prepay:	
	Check Numbers: 168527-168711	
	Checks Voided:	
	Total Pages of Register: 19	
August 12, 2022	TOTAL PAYROLL ISSUED:	$1,659,769.67

Guy Mato, City Treasurer

cc: City Clerk

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12213	6/24/2022	111374 LINCOLN NATIONAL LIFE, INSURANCE COMPA	JUN/JUL 2022		LIFE INSURANCE GRP PLANS	6,613.62
					Total :	**6,613.62**
12214	7/29/2022	101641 CALPERS	0112/0119/0126		UAL PAYMENT FY 2023 - SAFETY (CLAS	863,261.17
					Total :	**863,261.17**
12215	8/16/2022	111374 LINCOLN NATIONAL LIFE, INSURANCE COMPA	4435191746		LIFE INSURANCE GRP PLANS - AUGUS	3,336.61
					Total :	**3,336.61**
168527	8/23/2022	111853 ACCESS	9573761		PD SHREDDING SERVICES	100.00
					Total :	**100.00**
168528	8/23/2022	112177 ADVANCE AUTO PARTS	8655221060716		GTRANS AUTO PARTS	75.03
			8916221352915		GTRANS AUTO PARTS	1,708.64
			9098221082407		GTRANS AUTO PARTS	126.01
					Total :	**1,909.68**
168529	8/23/2022	101748 AFTERMARKET PARTS COMPANY LLC, THE	82758853	037-10167	GTRANS AUTO PARTS	153.44
			82759180		GTRANS AUTO PARTS	1,680.29
			82760355		GTRANS AUTO PARTS	1,659.56
					Total :	**3,493.29**
168530	8/23/2022	112219 ANAS LA GRAN FONDA & BIONICOS	082822		JAZZ FESTIVAL - CATERING SERVICES	1,984.50
					Total :	**1,984.50**
168531	8/23/2022	101628 AQUA-FLO SUPPLY	SI1913875		PARK MAINT SUPPLIES	186.40
			SI1918103		PARK MAINT SUPPLIES	770.31
			SI1956130		PARK MAINT SUPPLIES	476.61
			SI1967142		PARK MAINT SUPPLIES	407.32
			SI1972458		PARK MAINT SUPPLIES	142.72
					Total :	**1,983.36**
168532	8/23/2022	108625 ARAD OIL INC.	JULY 2022		CAR WASH	330.00
					Total :	**330.00**
168533	8/23/2022	104687 AT&T	18565662		TELEPHONE	852.79

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168533	8/23/2022	104687 104687 AT&T	(Continued)		**Total :**	**852.79**
168534	8/23/2022	616090 AT&T	3103232408 08/01/22		TELEPHONE	3,251.18
					Total :	**3,251.18**
168535	8/23/2022	111170 AT&T FIRSTNET	287290885074X8102022		CITYWIDE CELL PHONE ACCT #287290	1,962.20
			287293416290X8102022		PD CELL PHONE ACCT #287293416290	1,834.26
			287295242065X8102022		PD CELL PHONE ACCT #287295242065	233.75
			287298156560X8102022		COVID-19 FIRSTNET COMMUNICATION	1,694.15
			287303490376X8102022		BUS CELL PHONE ACCT #28730349037	435.25
					Total :	**6,159.61**
168536	8/23/2022	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC	656211		PROFESSIONAL SERVICES	5,760.57
					Total :	**5,760.57**
168537	8/23/2022	102880 AUTOPLEX, INC.	14081		2018 FORD INTR #1554895 OIL & FILTEI	45.54
					Total :	**45.54**
168538	8/23/2022	110686 AZTECH ELEVATOR COMPANY	AZ17342	037-10136	ELEVATOR MAINTENANCE - GTRANS A	285.00
			AZ17343	037-10136	ELEVATOR MAINTENANCE - GTRANS M	83.33
					Total :	**368.33**
168539	8/23/2022	112208 BANUELOS, MARIA	39593267		REFUND - CANCELLED CLASS	40.00
					Total :	**40.00**
168540	8/23/2022	110190 BASNET FAMILY CHILD CARE	JULY 2022		CHILD CARE PROVIDER	9,932.00
					Total :	**9,932.00**
168541	8/23/2022	102400 BAYSIDE MEDICAL CENTER	00143523		BLOOD DRAW	508.80
					Total :	**508.80**
168542	8/23/2022	102035 BD WHITE TOP SOIL CO., INC.	87263		PARK MAINT SUPPLIES	152.15
					Total :	**152.15**
168543	8/23/2022	103641 BECNEL UNIFORMS	44864		BUS UNIFORM SUPPLIES	496.26
			46164		BUS UNIFORM SUPPLIES	517.90
			48170		BUS UNIFORM SUPPLIES	513.50
			48173		BUS UNIFORM SUPPLIES	637.74

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168543	8/23/2022	103641 BECNEL UNIFORMS	(Continued)			
			48298		BUS UNIFORM SUPPLIES	513.50
					Total :	**2,678.90**
168544	8/23/2022	102135 BEHRENDS, KENT	128	023-01401	IT NETWORK SUPPORT	5,937.50
					Total :	**5,937.50**
168545	8/23/2022	107747 BENGAR PRODUCTIONS	7004		PRINTING - SUMMER CAMP SHIRTS	870.00
					Total :	**870.00**
168546	8/23/2022	110675 BGB DESIGN GROUP, INC	104107		CONSULTANT SERVICES - MAS FUKAI	907.50
					Total :	**907.50**
168547	8/23/2022	111770 BLENDMAGIC PRODUCTS	1098		SEWER PROGRAM SUPPLIES	1,319.94
					Total :	**1,319.94**
168548	8/23/2022	108715 BOBBS FAMILY CHILDCARE	JULY 2022		CHILD CARE PROVIDER	4,240.00
					Total :	**4,240.00**
168549	8/23/2022	112209 BONNER, HENRY	40079688		REFUND - CANCELLED CLASS	50.00
					Total :	**50.00**
168550	8/23/2022	111818 BRIGHT EVENTS RENTALS	R258679	034-00535	JAZZ FESTIVAL - TENTS, TABLES & CH/	15,536.33
					Total :	**15,536.33**
168551	8/23/2022	107488 CALIFORNIA FISH MARKET, LLC	2525 08/28/22	034-00540	JAZZ FESTIVAL - CATERING SERVICES	6,750.00
					Total :	**6,750.00**
168552	8/23/2022	103383 CALPORTLAND	95535383		STREET MAINT SUPPLIES	1,119.88
					Total :	**1,119.88**
168553	8/23/2022	110538 CANNON COMPANY	80813	024-00821	RBB ARTERIAL IMPROVEMENT PROJE	10,699.75
					Total :	**10,699.75**
168554	8/23/2022	303331 CDTFA	JULY 2022		UNDERGROUND STORAGE TANK MAIN	150.00
					Total :	**150.00**
168555	8/23/2022	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY CA	JULY 2022		CHILD CARE PROVIDER	4,934.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168555	8/23/2022	103127 103127 CHILD 2 CHILD CONNECTION, FAMILY D/ (Continued)			**Total :**	**4,934.00**
168556	8/23/2022	312105 CITY OF LOS ANGELES	MA230000008		TRAFFIC SIGNAL MAINTENANCE & OPI	2,558.49
					Total :	**2,558.49**
168557	8/23/2022	111534 CLEAN ENERGY	PERMIT #50022-0183		PERMIT DEPOSIT REFUND - 13999 S W	36,172.91
					Total :	**36,172.91**
168558	8/23/2022	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	52623		LEGAL SERVICES	828.76
					Total :	**828.76**
168559	8/23/2022	103465 COMMUNITY VETERINARY HOSPITAL	472516		VETERINARY SERVICES - MAXO	113.00
					Total :	**113.00**
168560	8/23/2022	112210 COOK, PAM	39850127		REFUND - CANCELLED CLASS	50.00
					Total :	**50.00**
168561	8/23/2022	109913 COSTAR REALTY INFORMATION INC.	120103244		COSTAR SUITE - AUGUST 2022	1,060.66
					Total :	**1,060.66**
168562	8/23/2022	102791 CPAC, INC.	1295331	023-01383	16 PCS FOR PD REPORT & TRAINING F	24,555.50
					Total :	**24,555.50**
168563	8/23/2022	103512 CRENSHAW LUMBER CO.	07/31/22		STREET MAINT SUPPLIES	-64.79
			54786		STREET MAINT SUPPLIES	33.81
			56479		STREET MAINT SUPPLIES	65.79
					Total :	**34.81**
168564	8/23/2022	103353 CRM COMPANY, LLC.	LA20941		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	**69.50**
168565	8/23/2022	110319 CWE DIRECTOR	22354	024-00846	MS4 & NPDES - MONITORING & COMPI	1,438.31
					Total :	**1,438.31**
168566	8/23/2022	107082 CXTEC INC.	7148147		RAPIDCARE 24X7 HARDWARE & TAC S	752.25
					Total :	**752.25**
168567	8/23/2022	112158 DALY, GARETH	082822 DALY BAL	034-00539	ENTERTAINMENT SERVICES - JAZZ FE	7,869.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168567	8/23/2022	112158 112158 DALY, GARETH	(Continued)		**Total :**	**7,869.00**
168568	8/23/2022	111377 DE NOVO PLANNING GROUP	3564	032-00092	PROFESSIONAL SERVICES - UHAUL RI	3,928.49
			3565	032-00088	PROFESSIONAL SERVICES - GARDEN/	11,751.75
					Total :	**15,680.24**
168569	8/23/2022	303377 DEPARTMENT OF TRANSPORTATION	SL221353		SIGNALS & LIGHTING - ARTESIA BLVD	760.00
					Total :	**760.00**
168570	8/23/2022	104343 DISCOUNT SCHOOL SUPPLY	P4109223		PROFESSIONAL SERVICES	1,000.00
					Total :	**1,000.00**
168571	8/23/2022	111973 DUDEK	202202640	032-00101	PROFESSIONAL SERVICES - INSITE - 1	4,595.00
					Total :	**4,595.00**
168572	8/23/2022	111953 ECONOMICO ANIMAL HOSPITAL	71420		VETERINARY SERVICES - ANIMAL CON	75.00
					Total :	**75.00**
168573	8/23/2022	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI	JULY 2022		CHILD CARE PROVIDER	9,860.00
					Total :	**9,860.00**
168574	8/23/2022	106459 ENTERPRISE FM TRUST	FBN4528589	023-01402	ENTEPRISE LEASE - AUGUST 2022 - PI	11,198.09
			FBN4538186	023-01402	ENTEPRISE LEASE - AUGUST 2022	3,341.14
					Total :	**14,539.23**
168575	8/23/2022	107510 ESCALANTE, WENDY E.	JULY 2022		CHILD CARE PROVIDER	8,982.00
					Total :	**8,982.00**
168576	8/23/2022	112212 EVANS, JOE	40061128		REFUND - CANCELLED CLASS	60.00
					Total :	**60.00**
168577	8/23/2022	111823 EXCITANT LLC	1003-266A	037-10071	LINE 7X DIGITAL MARKETING SERVICE	19,016.75
					Total :	**19,016.75**
168578	8/23/2022	106129 FEDEX	3-5125-0524		SHIPPING SERVICES	25.92
			7-827-53951		SHIPPING SERVICES	57.01
			7-834-91727		SHIPPING SERVICES	37.78
			7-842-54846		SHIPPING SERVICES	29.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168578	8/23/2022	106129 106129 FEDEX	(Continued)		**Total :**	**150.51**
168579	8/23/2022	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2504372207		DRUG TEST/ADMIN FEE	496.08
					Total :	**496.08**
168580	8/23/2022	109315 FLEETCREW, INC.	5329		UNIT #46 PRESSURE TEST	293.95
					Total :	**293.95**
168581	8/23/2022	106545 FLEETPRIDE, INC	101263006		PW AUTO PARTS	20.16
					Total :	**20.16**
168582	8/23/2022	106465 FOX FIRST AID & SAFETY INC	68142		SEWER PROGRAM SUPPLIES	162.07
					Total :	**162.07**
168583	8/23/2022	106067 GAILEY ASSOCIATES, INC.	27005		PROFESSIONAL SERVICES	1,579.20
					Total :	**1,579.20**
168584	8/23/2022	107724 GARCIA, CLAUDIA CRISTINA	JULY 2022		CHILD CARE PROVIDER	11,057.00
					Total :	**11,057.00**
168585	8/23/2022	100391 GARCIA, JAMES	080122		ENTERTAINMENT SERVICES - CANDLE	250.00
					Total :	**250.00**
168586	8/23/2022	207133 GARCIA, NANCY C.	JULY 2022		CHILD CARE PROVIDER	10,610.00
					Total :	**10,610.00**
168587	8/23/2022	108183 GARDENA ACE HARDWARE	87243		STREET MAINT SUPPLIES	50.08
					Total :	**50.08**
168588	8/23/2022	107030 GARDENA AUTO PARTS	157609		PW AUTO PARTS	198.79
					Total :	**198.79**
168589	8/23/2022	107011 GARDENA VALLEY NEWS, INC.	00120812		NOTICE INVITING BIDS - JN 944	1,561.00
					Total :	**1,561.00**
168590	8/23/2022	619005 GAS COMPANY, THE	080322		GAS	5,223.32
			080522		CNG FUEL	1,609.92
					Total :	**6,833.24**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168591	8/23/2022	619005 GAS COMPANY, THE	081222		CARES UTILITY ASSISTANCE PROGRA	206.77
					Total :	**206.77**
168592	8/23/2022	120212 GLENN E. THOMAS CO.	7202654		BUS AUTO PARTS	131.97
					Total :	**131.97**
168593	8/23/2022	619004 GOLDEN STATE WATER CO.	080322		WATER	15,739.11
					Total :	**15,739.11**
168594	8/23/2022	107513 GRAINGER	82004101		BUS FACILITY SUPPLIES	415.82
			9278465753.CM		BUS FACILITY SUPPLIES	214.15
			9392675733		BUS FACILITY SUPPLIES	101.41
			9407930891	037-10160	BUS FACILITY SUPPLIES	6,009.36
					Total :	**6,740.74**
168595	8/23/2022	110435 GUERRERO, ANGELICA	JULY 2022		CHILD CARE PROVIDER	10,097.00
					Total :	**10,097.00**
168596	8/23/2022	111484 HANNA, BROPHY, MACLEAN,, MCALEER & JEI	2080628		PROFESSIONAL SERVICES	507.00
					Total :	**507.00**
168597	8/23/2022	108607 HENDERSON-BATISTE, TANEKA	JULY 2022		CHILD CARE PROVIDER	5,366.00
					Total :	**5,366.00**
168598	8/23/2022	112076 HERNANDEZ, ROSA	07/28-08/10/22		INTERN SERVICES	1,470.00
					Total :	**1,470.00**
168599	8/23/2022	108434 HOME DEPOT CREDIT SERVICES	5530857		STREET MAINT SUPPLIES	1,006.55
					Total :	**1,006.55**
168600	8/23/2022	108430 HOME PIPE & SUPPLY	F36965		BLDG MAINT SUPPLIES	366.96
					Total :	**366.96**
168601	8/23/2022	104572 HUDSON AUDIO WORKS	11692	034-00534	JAZZ FESTIVAL - AUDIO & LIGHTING	15,750.00
					Total :	**15,750.00**
168602	8/23/2022	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	39843		SERVICE CALL	238.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168602	8/23/2022	105513 105513 INDUSTRIAL CLEANING SYSTEMS, INC. (Continued)			**Total :**	**238.53**
168603	8/23/2022	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	140072041		GTRANS AUTO PARTS	552.53
					Total :	**552.53**
168604	8/23/2022	110010 JANEK CORPORATION, THE	112169		GTRANS SHOP SUPPLIES	2,050.65
			112170		GTRANS SHOP SUPPLIES	2,061.68
			112171		GTRANS SHOP SUPPLIES	1,477.35
			112173		GTRANS SHOP SUPPLIES	2,160.90
					Total :	**7,750.58**
168605	8/23/2022	105226 JEKAL FAMILY CHILD CARE	JULY 2022		CHILD CARE PROVIDER	10,190.00
					Total :	**10,190.00**
168606	8/23/2022	110356 JIMNI SYSTEMS, INC.	35453	024-00856	EMERGENCY REPAIR - SEWER PUMP	2,390.25
					Total :	**2,390.25**
168607	8/23/2022	101080 KEVIN EHRHART MD CONSULTING, C/O LOCU	2492		CONSULTING SERVICES	3,575.00
					Total :	**3,575.00**
168608	8/23/2022	110456 KHAIRZADA FAMILY CHILD CARE	JULY 2022		CHILD CARE PROVIDER	4,260.00
					Total :	**4,260.00**
168609	8/23/2022	111045 KJ SERVICES	2493		USED OIL PROGRAM EXPENSE - JULY	297.50
					Total :	**297.50**
168610	8/23/2022	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	22081500705	024-00769	TRAFFIC SIGNAL MAINT-HIGHWAY SAF	3,421.64
					Total :	**3,421.64**
168611	8/23/2022	112145 L.A. COUNTY FIRE DEPARTMENT	IN0369029		HAZARDOUS MATERIALS DISCLOSURE	411.00
			IN0369837		ABOVEGROUND PETROLEUM STORAG	5,922.00
					Total :	**6,333.00**
168612	8/23/2022	104203 L.A. PAINT & BODY WORKS	22830	037-10130	BUS REPAIR FOR BUS 2003	8,194.02
					Total :	**8,194.02**
168613	8/23/2022	109939 LA UNIFORMS & TAILORING	13057		PD UNIFORM SUPPLIES	549.22
			13058		PD UNIFORM SUPPLIES	549.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168613	8/23/2022	109939 LA UNIFORMS & TAILORING	(Continued)			
			13177		PD UNIFORM SUPPLIES	400.92
			13178		PD UNIFORM SUPPLIES	115.65
					Total :	**1,615.01**
168614	8/23/2022	112015 LACERDA, DALVANICE	JULY 2022		CHILD CARE PROVIDER	10,880.00
					Total :	**10,880.00**
168615	8/23/2022	110777 LEARN N PLAY FAMILY DAYCARE	JULY 2022		CHILD CARE PROVIDER	1,460.00
					Total :	**1,460.00**
168616	8/23/2022	108237 LEO WEB PROTECT	3792	020-00041	COUNCIL & CM INTERNET PRIVACY SE	5,999.94
					Total :	**5,999.94**
168617	8/23/2022	108023 LEXIPOL LLC	INVLEX11479	035-01168	LAW ENFORCEMENT MANAGEMENT S	6,351.67
					Total :	**6,351.67**
168618	8/23/2022	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20220731		MONTHLY SUBSCRIPTION FEE	1,826.72
					Total :	**1,826.72**
168619	8/23/2022	102233 LITTLE PEOPLE DAY CARE	JULY 2022		CHILD CARE PROVIDER	6,400.00
					Total :	**6,400.00**
168620	8/23/2022	109517 LOAD N' GO BUILDING MATERIALS	23816		STREET MAINT SUPPLIES	29.76
					Total :	**29.76**
168621	8/23/2022	112203 LOVE, GINA MAY	CIT #166142167		REFUND -INTERCEPTED WRONG TAXF	70.00
					Total :	**70.00**
168622	8/23/2022	112607 LUMINATOR TECHNOLOGY GROUP INC	597972	037-10110	GTRANS RETROFIT CAMERAS FOR CN	4,906.14
					Total :	**4,906.14**
168623	8/23/2022	112615 LU'S LIGHTHOUSE, INC.	01224468	037-10148	GTRANS SHOP SUPPLIES	508.08
					Total :	**508.08**
168624	8/23/2022	113036 MANERI SIGN CO., INC.	40012382		SIGNS - CUSTOM STREET SIGNS	209.48
			4001249		SIGNS- "NO PARKING VEHICLES OVER	123.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168624	8/23/2022	113036 113036 MANERI SIGN CO., INC.	(Continued)		**Total :**	**332.65**
168625	8/23/2022	104841 MAR-CO EQUIPMENT COMPANY	186991	024-00859	STREET SWEEPER SUPPLIES	4,064.54
					Total :	**4,064.54**
168626	8/23/2022	107644 MARTINEZ, CHERYL NAOMI	JULY 2022		CHILD CARE PROVIDER	11,044.00
					Total :	**11,044.00**
168627	8/23/2022	104773 MARTINEZ, KAMBY	JULY 2022		CHILD CARE PROVIDER	10,798.00
					Total :	**10,798.00**
168628	8/23/2022	112198 MASON, HARVEY WILLIAM	082822	034-00532	ENTERTAINMENT SERVICES - JAZZ FE	15,000.00
					Total :	**15,000.00**
168629	8/23/2022	108699 MEZIERE ENTERPRISES INC.	88910		ELECTRIC WATER PUMP	635.96
					Total :	**635.96**
168630	8/23/2022	111604 MICRO ELECTRONICS, INC	12000446	023-01409	COMPUTER REPLACEMENT PARTS	9,632.68
			12022734	023-01409	COMPUTER REPLACEMENT PARTS	1,221.32
					Total :	**10,854.00**
168631	8/23/2022	111749 MIDWEST BUS CORPORATION	54302		GTRANS AUTO SUPPLIES	465.26
					Total :	**465.26**
168632	8/23/2022	112205 MILLIMETER MEDIA	220001		PROFESSIONAL VIDEO SERVICES	300.00
					Total :	**300.00**
168633	8/23/2022	112215 MONTEVERDE, RUDY	42166713		REFUND - CANCELLED CLASS	60.00
					Total :	**60.00**
168634	8/23/2022	107505 MOUSER ELECTRONICS, INC.	69208834		GTRANS AUTO SUPPLIES	758.53
			69229817		GTRANS AUTO SUPPLIES	40.24
					Total :	**798.77**
168635	8/23/2022	109056 MULTICARD	37967		PD PROGRAM SUPPLIES	109.60
			37986		PD PROGRAM SUPPLIES	436.91
			38108		PD PROGRAM SUPPLIES	103.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168635	8/23/2022	109056 109056 MULTICARD	(Continued)		**Total :**	**650.49**
168636	8/23/2022	105622 N/S CORPORATION	0111727	037-10166	BUS WASH EQUIPMENT REPAIR	6,996.04
					Total :	**6,996.04**
168637	8/23/2022	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	76110402		PHYSICAL CERTIFICATION & RANDOM	293.00
					Total :	**293.00**
168638	8/23/2022	115168 OFFICE DEPOT	252164578-002		REC OFFICE SUPPLIES	14.38
			253022410-002		PD OFFICE SUPPLIES	18.82
			255859550		PD OFFICE SUPPLIES	98.54
			255863087		PD OFFICE SUPPLIES	19.36
			257203876		PD OFFICE SUPPLIES	89.21
			257323981		CD OFFICE SUPPLIES	61.02
			257374134		CD OFFICE SUPPLIES	114.42
			257558840		BUS OFFICE SUPPLIES	199.09
			257806683		FINANCE OFFICE SUPPLIES	87.54
			258127026		BUS OFFICE SUPPLIES	84.36
			258643882		REC OFFICE SUPPLIES	107.73
			258645219		REC OFFICE SUPPLIES	35.27
			258645220		REC OFFICE SUPPLIES	30.86
					Total :	**960.60**
168639	8/23/2022	111358 O'REILLY AUTO PARTS	248595		GTRANS AUTO PARTS	162.73
					Total :	**162.73**
168640	8/23/2022	109890 OWUSU FAMILY CHILD CARE	JULY 2022		CHILD CARE PROVIDER	8,610.00
					Total :	**8,610.00**
168641	8/23/2022	112204 PACER	1306	331-00065	FCC FIELD TRIP SHUTTLE SERVICES	2,400.00
			1355		FCC FIELD TRIPS SHUTTLE SERVICES	1,200.00
					Total :	**3,600.00**
168642	8/23/2022	111654 PACIFIC POWERWASH	2537		DEEP CLEANING SERVICES - PD BLDG	475.00
					Total :	**475.00**
168643	8/23/2022	110403 PENN RECORDS MANAGEMENT	0131050		OFF-SITE STORAGE SERVICES - JULY	58.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168643	8/23/2022	110403 110403 PENN RECORDS MANAGEMENT	(Continued)		**Total :**	**58.00**
168644	8/23/2022	307101 PETTY CASH FUND	063022		REPLENISH PETTY CASH	145.67
					Total :	**145.67**
168645	8/23/2022	307103 PETTY CASH FUND	063022		REPLENISH UUT PETTY CASH	207.75
					Total :	**207.75**
168646	8/23/2022	108600 PHOENIX GROUP INFORMATION, SYSTEMS	062022211	035-01103	PARKING CONTRACT SERVICES - JUNI	7,988.55
					Total :	**7,988.55**
168647	8/23/2022	105574 PINNACLE PETROLEUM, INC.	0282614	037-10173	87 OCTANE REGULAR UNLEADED CAR	39,507.27
			0282615	037-10173	87 OCTANE REGULAR UNLEADED CAR	39,475.52
					Total :	**78,982.79**
168648	8/23/2022	105574 PINNACLE PETROLEUM, INC.	0282302	024-00853	87 OCTANE REGULAR UNLEADED CAR	26,719.83
					Total :	**26,719.83**
168649	8/23/2022	112221 PIZZERIA QUATTRO PIZZAIOLI, JUAN MAYOR/	082822		JAZZ FESTIVAL - CATERING SERVICES	1,498.90
					Total :	**1,498.90**
168650	8/23/2022	112214 PLACIDO, GEORGINA	39645002		REFUND - CANCELLED CLASS	60.00
					Total :	**60.00**
168651	8/23/2022	110314 PROBAR	COG_07132022-INV01	037-10107	GTRANS PARTS AND CAPITAL ASSET II	14,170.00
					Total :	**14,170.00**
168652	8/23/2022	102677 PROVIDENCE HEALTH & SERVICES	600000283 08/05/22		PRE-EMPLOYMENT PHYSICAL EXAMS	1,385.00
					Total :	**1,385.00**
168653	8/23/2022	106092 PRUDENTIAL OVERALL SUPPLY	42752982		UNIFORM & SUPPLY RENTAL	141.89
			42752983		UNIFORM & SUPPLY RENTAL	46.52
			42752984		UNIFORM & SUPPLY RENTAL	50.10
			42752985		UNIFORM & SUPPLY RENTAL	13.65
			42752986		UNIFORM & SUPPLY RENTAL	19.00
			42752987		UNIFORM & SUPPLY RENTAL	91.60
			42752988		UNIFORM & SUPPLY RENTAL	11.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168653	8/23/2022	106092 106092 PRUDENTIAL OVERALL SUPPLY	(Continued)		**Total :**	**374.36**
168654	8/23/2022	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	525584		OIS DEBRIEFING - PD	350.00
					Total :	**350.00**
168655	8/23/2022	103072 REACH	0822954		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	**902.00**
168656	8/23/2022	118142 REFRIGERATION SUPPLIES, DISTRIBUTOR	48463825		BLDG MAINT SUPPLIES	153.93
					Total :	**153.93**
168657	8/23/2022	112080 RELIANT TALENT AGENCY, LLC	072222 BAL	034-00530	ENTERTAINMENT SERVICES - JAZZ FE	6,450.00
					Total :	**6,450.00**
168658	8/23/2022	100836 RESOURCE BUILDING MATERIALS	3373298		STREET MAINT SUPPLIES	116.56
			3424497		STREET MAINT SUPPLIES	117.75
					Total :	**234.31**
168659	8/23/2022	118476 RICOH USA, INC.	9030310379		RICOH MPC6502SP COPIER LEASE -PF	306.35
			9030310388		RICOH COPIER LEASE & USAGE CHAR	2,378.12
			9030310491		RICOH MPC3503 COPIER LEASE - FCC	209.22
			9030310554		RICOH MPC3503 COPIER LEASE - GTR	182.17
			9030438589		RICOH DD650P COPIER LEASE - PRINT	695.30
			9030438635		RICOH MPC3503 COPIER LEASE - GTR	182.17
			9030438636		RICOH MPC3503 COPIER LEASE - FCC	209.22
			9030438684		RICOH MPC3503 COPIER LEASE - SR. I	185.98
			9030438734		RICOH COPIER LEASE & USAGE CHAR	2,398.68
			9030438894		RICOH MPC6502SP COPIER LEASE -PF	306.35
			9030438942		RICOH MPC3503 COPIER LEASE - HS~	144.89
			9030439000		RICOH MPC3503 COPIER LEASE - ADM	191.65
			9030461120		RICOH MPC4503 COPIER LEASE - CD	304.26
			9030461120.		RICOH MPC4503 COPIER USAGE CHAF	737.83
					Total :	**8,432.19**
168660	8/23/2022	106263 RISK MANAGEMENT PROFESSIONALS, INC.	172593	024-00849	GARDENA LOCAL HAZARD MITIGATION	5,165.00
					Total :	**5,165.00**
168661	8/23/2022	112213 ROMO, LUIS	40066260		REFUND - CANCELLED CLASS	50.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168661	8/23/2022	112213 112213 ROMO, LUIS	(Continued)		**Total :**	**50.00**
168662	8/23/2022	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	93466		SERVICE CALL - REPAIR JAIL DOOR	425.00
			93481		BLDG MAINT SUPPLIES	6.06
					Total :	**431.06**
168663	8/23/2022	119015 SAFETY-KLEEN CORPORATION	88510284		SERVICE AQUEOUS PARTS WASHER	901.35
			89422864		SERVICE AQUEOUS PARTS WASHER	403.58
					Total :	**1,304.93**
168664	8/23/2022	119016 SAM'S CLUB	2072		FCC PROGRAM SUPPLIES	30.96
			6511		PW PROGRAM SUPPLIES	157.18
			7855		FCC PROGRAM SUPPLIES	58.66
					Total :	**246.80**
168665	8/23/2022	105934 SANTIN, STEPHANY	072022		MGMT ANNUAL HEALTH BENEFIT	958.59
					Total :	**958.59**
168666	8/23/2022	112206 SANTOS, DEWEY	PERMIT #50021-0195		PERMIT DEPOSIT REFUND - 15607 VAN	5,000.00
					Total :	**5,000.00**
168667	8/23/2022	105685 SCHNUR, DIANA	071122		MGMT ANNUAL HEALTH BENEFIT	675.41
					Total :	**675.41**
168668	8/23/2022	108654 SECTRAN SECURITY INC.	22072007		ARMORED TRANSPORTATION SERVICI	1,974.86
			22080752		ARMORED TRANSPORTATION SERVICI	838.18
			22080753		ARMORED TRANSPORTATION SERVICI	227.56
					Total :	**3,040.60**
168669	8/23/2022	104451 SELECT ADVANTAGE	10347580		TRANSIT COACH OPERATOR ASSESSM	175.00
					Total :	**175.00**
168670	8/23/2022	110731 SHAW HR CONSULTING, INC	003611		PROFESSIONAL SERVICES	977.50
			004119		PROFESSIONAL SERVICES	510.00
			004893		PROFESSIONAL SERVICES	1,115.00
			004933		PROFESSIONAL SERVICES	332.50
					Total :	**2,935.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168671	8/23/2022	106050 SHEHATA, AMY	JULY 2022		CHILD CARE PROVIDER	10,091.00
					Total :	**10,091.00**
168672	8/23/2022	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8091983		2016 FORD INTR #1488057 SERVICE &	314.87
			8091996		2021 FORD INTR #1615788 SERVICE &	283.66
			8092026		2015 FORD INTR #1462842 SERVICE &	402.02
					Total :	**1,000.55**
168673	8/23/2022	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	JULY 2022		CHILD CARE PROVIDER	9,160.00
					Total :	**9,160.00**
168674	8/23/2022	104238 SIMONELL, MARY	072022		MGMT ANNUAL HEALTH BENEFIT	1,000.00
					Total :	**1,000.00**
168675	8/23/2022	119361 SMART & FINAL IRIS CO.	28003		REC PROGRAM SUPPLIES	222.24
					Total :	**222.24**
168676	8/23/2022	109531 SMILLIN, MAGE	JULY 2022		CHILD CARE PROVIDER	10,675.00
					Total :	**10,675.00**
168677	8/23/2022	119447 SOUTH BAY FORD	394490		PW AUTO PARTS	1,225.41
			394494		PW AUTO PARTS	957.92
			CM394490		PW AUTO PARTS	-335.69
					Total :	**1,847.64**
168678	8/23/2022	119375 SOUTH COAST AIR QUALITY, MANAGEMENT I	4025168		ANNUAL OPERATING FEES	468.76
			4026595		ANNUAL EMISSIONS FEE - FLAT FEE	151.85
					Total :	**620.61**
168679	8/23/2022	619003 SOUTHERN CALIFORNIA EDISON	080122		LIGHT & POWER	89,992.76
					Total :	**89,992.76**
168680	8/23/2022	619003 SOUTHERN CALIFORNIA EDISON	072722		CARES UTILITY ASSISTANCE PROGRA	1,241.02
					Total :	**1,241.02**
168681	8/23/2022	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	169271		DELO GEAR EP5 80W90	1,808.05
					Total :	**1,808.05**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168682	8/23/2022	108238 SPARKLETTS	15638236 081222		DRINKING WATER FILTRATION SYSTEM	40.00
					Total :	**40.00**
168683	8/23/2022	112195 SPECIALTY DOORS +, AUTOMATION, INC.	52187S	024-00858	EMERGENCY REPAIR - PD BASEMENT	5,399.85
					Total :	**5,399.85**
168684	8/23/2022	104126 SPECTRUM	0027122081122		CABLE & BACKUP INTERNET SERVICE	4,077.31
					Total :	**4,077.31**
168685	8/23/2022	104453 SPICERS PAPER, INC.	2952043	023-01407	PRINT SHOP PAPER	2,265.85
			2952205	023-01407	PRINT SHOP PAPER	2,457.57
					Total :	**4,723.42**
168686	8/23/2022	119548 ST. JOHN LUTHERAN CHURCH	AUGUST 2022		SENIOR CITIZENS DAY CARE	900.00
			SEPTEMBER 2022		SENIOR CITIZENS DAY CARE	900.00
					Total :	**1,800.00**
168687	8/23/2022	119594 STANLEY PEST CONTROL	COG 0722		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0722-1		PEST CONTROL SERVICE - 2320 W 149	117.00
					Total :	**771.00**
168688	8/23/2022	109892 STANTEC CONSULTING SERVICES	1965514	037-10002	GTRANS DISPATCH AREA MODIFICATI	799.78
					Total :	**799.78**
168689	8/23/2022	109877 STATEWIDE TRAFFIC SAFETY, AND SIGNS IN	40012429		SIGNS/SIGNALS SUPPLIES	123.17
					Total :	**123.17**
168690	8/23/2022	110688 TAH PUBLISHING AND PRODUCTION, LLC	82822 JAZZ FUNK SOUL	034-00531	ENTERTAINMENT SERVICES - JAZZ FE	15,000.00
					Total :	**15,000.00**
168691	8/23/2022	110877 TAYLORING MINDS FAMILY CHILD, CARE	JULY 2022		CHILD CARE PROVIDER	4,030.00
					Total :	**4,030.00**
168692	8/23/2022	107928 TELECOM LAW FIRM, P.C.	13081	032-00107	PROFESSIONAL SERVICES - 14708 HA	2,598.00
					Total :	**2,598.00**
168693	8/23/2022	112207 TIEN, HELEN	PERMIT #50020-1018		PERMIT DEPOSIT REFUND - 17034 S D.	5,000.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168693	8/23/2022	112207 112207 TIEN, HELEN	(Continued)		**Total :**	**5,000.00**
168694	8/23/2022	110238 TIREHUB, LLC	22871865		TIRES - GY WRL FORTITUDE HT BW 12	1,935.00
					Total :	**1,935.00**
168695	8/23/2022	109775 TOMS TRUCK CENTER NORTH COUNTY	1270037	037-10156	GTRANS AUTO PARTS	3,579.60
			1275439		GTRANS AUTO PARTS	256.45
					Total :	**3,836.05**
168696	8/23/2022	111990 TOWNSEND PUBLIC AFFAIRS, INC	18758	023-01406	CONSULTING SERVICES - AUGUST 202	7,000.00
					Total :	**7,000.00**
168697	8/23/2022	104481 TRANSFER FLOW, INC.	292372		BUS MAINT SUPPLIES	439.56
					Total :	**439.56**
168698	8/23/2022	105556 TRIANGLE SPORTS, INC.	41074	034-00519	YOUTH SPORTS UNIFORMS SUPPLIES	2,515.93
			41223	034-00533	YOUTH SPORTS UNIFORM SUPPLIES	8,850.94
			41260		REC SPORTS SUPPLIES	1,743.24
					Total :	**13,110.11**
168699	8/23/2022	100896 U.S. BANK	6571840		2006 REFUNDING COP - ADMIN FEES &	2,915.00
					Total :	**2,915.00**
168700	8/23/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	FCC 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	183.98
			FCC 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	825.47
			MACIEL 07/22/22	S	CAL CARD STATEMENT 06/23-07/22/22	-496.00
			NOLAN 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	63.64
			NOLAN 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	2,782.91
			OROZCO 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	31.25
			OROZCO 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	324.43
			PD TRAINING 6/22/22		CAL CARD STATEMENT 05/24-06/22/22	854.97
			PD TRAINING2 6/22/22		CAL CARD STATEMENT 05/24-06/22/22	592.50
			PD TRAINING3 6/22/22		CAL CARD STATEMENT 05/24-06/22/22	1,521.18
			RECREATION 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	7,917.01
			RECREATION 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	2,143.39
			ROMERO 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	57.74
			ROMERO 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	250.60

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168700	8/23/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
			SAFFELL 07/22/22		CAL CARD STATEMENT 06/23-/07/22/22	10.00
			SANTIN 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	7,933.68
			SANTIN 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	5,058.32
			SWEENEY 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	1,153.88
			SWEENEY 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	2,854.45
			V.OSORIO 06/22/22		CAL CARD STATEMENT 05/24-06/22/22	119.88
					Total :	**34,183.28**
168701	8/23/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	PD TRAINING4 6/22/22		CAL CARD STATEMENT 05/24-06/22/22	3,232.29
					Total :	**3,232.29**
168702	8/23/2022	104692 ULINE	151687678		PD PROGRAM SUPPLIES	115.11
			151852820		BUS SHOP SUPPLIES	337.92
					Total :	**453.03**
168703	8/23/2022	121275 UNDERGROUND SERVICE ALERT, OF SC	22-2300182		STATE REGULATORY COSTS - BILLABL	45.50
			720220282		NEW TICKETS	162.25
					Total :	**207.75**
168704	8/23/2022	119825 UNITED ROTARY BRUSH CORP.	CI286724	024-00855	STREET SWEEPER SUPPLIES	2,862.09
					Total :	**2,862.09**
168705	8/23/2022	109830 UTILITY COST MANAGEMENT LLC	25296		SCE BILLING AUDITING SERVICES - SA	53.22
					Total :	**53.22**
168706	8/23/2022	105549 VALDEZ, MATILDE	JULY 2022		CHILD CARE PROVIDER	12,680.00
					Total :	**12,680.00**
168707	8/23/2022	119387 WEX BANK	82915501		FUEL PURCHASES	161.62
					Total :	**161.62**
168708	8/23/2022	125001 YAMADA COMPANY, INC.	82203		PARK MAINT SUPPLIES	38.96
			82219		PARK MAINT SUPPLIES	223.75
			82224		PARK MAINT SUPPLIES	9.19
			82232		PARK MAINT SUPPLIES	94.52
			82253		PARK MAINT SUPPLIES	22.69

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168708	8/23/2022	125001 125001 YAMADA COMPANY, INC.	(Continued)		**Total :**	**389.11**
168709	8/23/2022	110764 YO-WAY EATERY	082822	034-00537	JAZZ FESTIVAL - CATERING SERVICES	5,400.00
					Total :	**5,400.00**
168710	8/23/2022	107051 ZAVALETA, MARITZA	JULY 2022		CHILD CARE PROVIDER	4,100.00
					Total :	**4,100.00**
168711	8/23/2022	104934 ZUMAR INDUSTRIES, INC.	97281		SIGNS/SIGNALS SUPPLIES	832.50
					Total :	**832.50**

188 Vouchers for bank code : usb **Bank total : 1,803,251.68**

188 Vouchers in this report **Total vouchers : 1,803,251.68**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 19 inclusive of the check register are accurate and funds are available for payment thereof.

By: _____

Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 19 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:

_____

_____ 08/23/2022

Mayor Date

_____ _____

Councilmember Date

_____ _____

Councilmember Date

Acknowledged:

_____ _____

Councilmember Date

_____ _____

Councilmember Date

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: City Treasurer's Office

DATE: September 8, 2022

SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

September 13, 2022	TOTAL WARRANTS ISSUED:	$3,855,371.28

Wire Transfer: 12216-12232
Prepay: 168712-168717
Check Numbers: 168718-168903
Checks Voided:

Total Pages of Register: 24

August 26, 2022	TOTAL PAYROLL ISSUED:	$2,157,253.64
September 9, 2022	TOTAL PAYROLL ISSUED:	$1,662,134.39

Guy Mato, City Treasurer

cc: City Clerk

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12216	8/4/2022	104058 ADMINSURE INC.	080422		WORKERS' COMP CLAIMS	34,585.52
					Total :	**34,585.52**
12217	8/4/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4739		HEALTH INSURANCE CLAIMS	95,732.40
					Total :	**95,732.40**
12218	8/15/2022	104058 ADMINSURE INC.	081022		WORKERS' COMP CLAIMS	33,596.42
					Total :	**33,596.42**
12219	8/15/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4740		HEALTH INSURANCE CLAIMS	56,423.54
					Total :	**56,423.54**
12220	8/15/2022	111016 KAISER FOUNDATION HEALTH PLAN	AUGUST 2022/RETIREE		HEALTH INSURANCE	62,683.32
					Total :	**62,683.32**
12221	8/15/2022	111016 KAISER FOUNDATION HEALTH PLAN	JULY 2022/RETIREE		HEALTH INSURANCE	57,065.87
					Total :	**57,065.87**
12222	8/15/2022	111016 KAISER FOUNDATION HEALTH PLAN	JULY 2022		HEALTH INSURANCE	244,157.34
					Total :	**244,157.34**
12223	8/15/2022	111016 KAISER FOUNDATION HEALTH PLAN	AUGUST 2022		HEALTH INSURANCE	246,882.79
					Total :	**246,882.79**
12224	8/22/2022	104058 ADMINSURE INC.	081922		WORKERS' COMP CLAIMS	39,154.52
					Total :	**39,154.52**
12225	8/22/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4741		HEALTH INSURANCE CLAIMS	136,940.83
					Total :	**136,940.83**
12226	8/29/2022	111989 COOK, BRAXTON	081022	034-00545	ENTERTAINMENT SERVICES - JAZZ FE	4,000.00
					Total :	**4,000.00**
12227	8/29/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4742		HEALTH INSURANCE CLAIMS	30,693.78
					Total :	**30,693.78**
12228	8/31/2022	104058 ADMINSURE INC.	082922		WORKERS' COMP CLAIMS	26,460.35

Bank code : usb

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
12228	8/31/2022	104058	104058 ADMINSURE INC.	(Continued)		**Total :**	**26,460.35**
12229	7/12/2022	101641	CALPERS	100000016850112		MISC GROUP ANNUAL UAL PAYMENT F	23,170.00
						Total :	**23,170.00**
12230	7/12/2022	101641	CALPERS	100000016850119		SAFETY (CLASSIC) UAL PAYMENT FOR	57,395.25
						Total :	**57,395.25**
12231	7/12/2022	101641	CALPERS	100000016850126		SAFETY (PEPRA) UAL PAYMENT FY 202	867.58
						Total :	**867.58**
12232	9/2/2022	111894	HEALTHNOW ADMINISTRATIVE, SERVICES	U4743		HEALTH INSURANCE CLAIMS	108,718.88
						Total :	**108,718.88**
168712	8/22/2022	220288	SECOND TIME AROUND SENIORS, CLUB	CERDA FY 22/23		COMMUNITY PROMOTION	100.00
						Total :	**100.00**
168713	8/23/2022	112233	AITKEN CAMPBELL HEIKAUS WEAVER, LLP	20-06PD		FINAL SETTLEMENT	500,000.00
						Total :	**500,000.00**
168714	8/23/2022	110273	MIXONE SOUND	2848	034-00543	JAZZ FESTIVAL - VIDEO DISPLAY BOAF	12,500.00
						Total :	**12,500.00**
168715	8/24/2022	219364	SAFFELL, MICHAEL	08/30-09/02		LACPCA STRATEGIC PLANNING WORK	225.00
						Total :	**225.00**
168716	8/31/2022	619003	SOUTHERN CALIFORNIA EDISON	081722		LIGHT & POWER	26,393.22
						Total :	**26,393.22**
168717	8/31/2022	106712	CODE 5 GROUP, LLC	3486	035-01170	ANNUAL TRACKING SERVICE	6,465.00
						Total :	**6,465.00**
168718	9/13/2022	112185	ACT NOW SIGNS	23563		ROSECRANS COMMUNITY PROJECT S	487.28
						Total :	**487.28**
168719	9/13/2022	105149	ADAMSON POLICE PRODUCTS	INV382770		PD TACTICAL EQUIPMENT & SUPPLIES	627.67
						Total :	**627.67**
168720	9/13/2022	101244	ADAPT CONSULTING, INC.	23472B	024-00857	KEEP GARDENA BEAUTIFUL DAY SUPF	3,869.78

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168720	9/13/2022	101244 101244 ADAPT CONSULTING, INC.	(Continued)		**Total :**	**3,869.78**
168721	9/13/2022	104058 ADMINSURE INC.	15324	023-01400	WORKERS' COMP CLAIMS ADMINISTR/	12,030.00
					Total :	**12,030.00**
168722	9/13/2022	112177 ADVANCE AUTO PARTS	8655221350750		GTRANS AUTO PARTS	33.04
			8655222730979		GTRANS AUTO PARTS	157.21
			8655222760776		GTRANS AUTO PARTS	-157.21
			8655222760777		GTRANS AUTO PARTS	157.21
					Total :	**190.25**
168723	9/13/2022	101748 AFTERMARKET PARTS COMPANY LLC, THE	82724702	037-10048	GTRANS AUTO PARTS	263.80
			82763017	037-10167	GTRANS AUTO PARTS	572.95
			82763978	037-10167	GTRANS AUTO PARTS	181.52
			82770030	037-10167	GTRANS AUTO PARTS	174.81
			82781812	037-10167	GTRANS AUTO PARTS	1,932.03
			82783078	037-10167	GTRANS AUTO PARTS	3,891.22
			82784005	037-10167	GTRANS AUTO PARTS	10.73
			82785943	037-10167	GTRANS AUTO PARTS	114.09
			82788245	037-10167	GTRANS AUTO PARTS	256.60
			82789765	037-10167	GTRANS AUTO PARTS	239.79
					Total :	**7,637.54**
168724	9/13/2022	108242 ALL STAR GLASS INC	IHA025442		2017 CHEVY VAN #1521247 REPLACE V	357.36
					Total :	**357.36**
168725	9/13/2022	101308 ALTEC INDUSTRIES, INC.	11438681		PW MAINT SUPPLIES	55.40
			50974915		SIGNAL TRUCK LR7-60E70 SERVICE &	574.25
			51061814		SIGNAL TRUCK LR7- 60E70 SERVICE &	-574.25
					Total :	**55.40**
168726	9/13/2022	101628 AQUA-FLO SUPPLY	SI1908900		PARK MAINT SUPPLIES	674.58
			SI1928889		PARK MAINT SUPPLIES	77.68
			SI1974966		PARK MAINT SUPPLIES	37.04
			SI1974967		PARK MAINT SUPPLIES	22.40
			SI1984098		BLDG MAINT SUPPLIES	334.12
			SI1984099		BLDG MAINT SUPPLIES	53.54

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168726	9/13/2022	101628 101628 AQUA-FLO SUPPLY	(Continued)		**Total :**	**1,199.36**
168727	9/13/2022	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00843763		HAZARDOUS WASTE DISPOSAL SERVI	60.00
					Total :	**60.00**
168728	9/13/2022	104687 AT&T	18639852		TELEPHONE	422.62
			18639853		TELEPHONE	461.63
			18640163		TELEPHONE	17,401.46
			18642972		TELEPHONE	578.40
			18664524		TELEPHONE	33.97
			18664525		TELEPHONE	86.89
			18664539		TELEPHONE	33.97
			18664547		TELEPHONE	33.97
			18664548		TELEPHONE	89.15
			18719008		TELEPHONE	1,023.65
					Total :	**20,165.71**
168729	9/13/2022	111170 AT&T FIRSTNET	287293420631X8102022		PD CELL PHONE ACCT #287293420631	145.87
					Total :	**145.87**
168730	9/13/2022	100474 AT&T LONG DISTANCE	081222		TELEPHONE	68.52
					Total :	**68.52**
168731	9/13/2022	100964 AT&T MOBILITY	828667974X08162022		CM CELL PHONE ACCT #828667974	86.46
					Total :	**86.46**
168732	9/13/2022	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC	658560		PROFESSIONAL SERVICES	18,666.65
					Total :	**18,666.65**
168733	9/13/2022	102880 AUTOPLEX, INC.	14099		2021 FORD INTRCPTR #1627539 OIL &	88.93
			14117		2020 FORD INTRCPTR #1591740 OIL &	82.19
					Total :	**171.12**
168734	9/13/2022	112240 AZ HOLDINGS LLC	RA-DUNNING		COVID-19 RENTAL ASSISTANCE PROGI	5,000.00
					Total :	**5,000.00**
168735	9/13/2022	110686 AZTECH ELEVATOR COMPANY	AZ17364	024-00844	ELEVATOR MAINTENANCE - NCC	285.00
			AZ17365	024-00844	ELEVATOR MAINTENANCE - PW	285.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168735	9/13/2022	110686 AZTECH ELEVATOR COMPANY	(Continued)			
			AZ17366	024-00844	ELEVATOR MAINTENANCE - CITY HALL	100.00
			AZ17367	024-00844	ELEVATOR MAINTENANCE - NCC	100.00
			AZ17368	037-10136	ELEVATOR MAINTENANCE - GTRANS A	285.00
			AZ17369	037-10136	ELEVATOR MAINTENANCE - GTRANS M	83.33
					Total :	**1,138.33**
168736	9/13/2022	112179 BARBA, DANIELA	44298924		REFUND -YOUTH SOFTBALL CANCELL	60.00
					Total :	**60.00**
168737	9/13/2022	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	9568900		HONEY BEE NEST REMOVAL - 15823 D.	124.00
					Total :	**124.00**
168738	9/13/2022	104669 BEERLING, NICK	07/01-08/01/22		EDUCATIONAL REIMBURSEMENT	634.50
					Total :	**634.50**
168739	9/13/2022	102135 BEHRENDS, KENT	136	023-01401	IT NETWORK SUPPORT	3,400.00
					Total :	**3,400.00**
168740	9/13/2022	111709 BELTRAN, ARMANDO	09/19-09/21		ANNUAL JAIL TRAINING - PER DIEM	150.00
					Total :	**150.00**
168741	9/13/2022	107747 BENGAR PRODUCTIONS	7031		EMBROIDERY FOR EVENT SHIRTS	300.00
			7032		EMBROIDERY FOR EVENT SHIRTS	528.00
					Total :	**828.00**
168742	9/13/2022	111606 BEST EQUIPMENT SERVICE	51892		SERVICE REPAIR FOR UNIT #21073059	220.00
			51893		SERVICE REPAIR FOR UNIT #21081065	381.22
			51894		SERVICE REPAIR FOR UNIT #08044003	90.00
			51895		SERVICE REPAIR FOR UNIT #GAE1050	277.42
					Total :	**968.64**
168743	9/13/2022	102331 BLUE DIAMOND MATERIALS	2832366		STREET MAINT SUPPLIES	136.95
					Total :	**136.95**
168744	9/13/2022	112232 CABLE, JOHN	63747502420		REFUND - CREDIT CARD FEE	2.75
					Total :	**2.75**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168745	9/13/2022	110313 CALTIP	94-2022-JUL	037-10137	INSURANCE CLAIMS DEDUCTIBLE - JU	6,512.56
					Total :	**6,512.56**
168746	9/13/2022	803420 CARPENTER, ROTHANS & DUMONT, LAW OFI	41627		LEGAL SERVICES	772.21
			41628		LEGAL SERVICES	1,246.82
			41629		LEGAL SERVICES	88.30
			41630		LEGAL SERVICES	90.00
			41631		LEGAL SERVICES	182.69
			41632		LEGAL SERVICES	288.00
			41634		LEGAL SERVICES	36.00
			41636		LEGAL SERVICES	414.00
					Total :	**3,118.02**
168747	9/13/2022	111966 CELEDON'S EXERCISE EQUIPMENT, SERVICE	2878		GTRANS FITNESS EQUPMENT MAINT	350.00
					Total :	**350.00**
168748	9/13/2022	108378 CHARLES E. THOMAS COMPANY INC.	90583	037-10158	DESIGNATED OPERATOR SERVICES	200.00
					Total :	**200.00**
168749	9/13/2022	503970 CITY OF GARDENA JAZZ FESTIVAL	082922		COMMUNITY PROMOTIONS	100.00
					Total :	**100.00**
168750	9/13/2022	303113 CITY OF TORRANCE	2023-00150344	024-00860	TRAFFIC SIGNAL MAINTENANCE - WES	9,049.48
					Total :	**9,049.48**
168751	9/13/2022	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	52899		LEGAL SERVICES	100.79
			52901		LEGAL SERVICES	452.18
					Total :	**552.97**
168752	9/13/2022	110122 COMMANDSTAT ANALYTICS, INC	209		DATABASE MGMT & REPORTING PREP	1,800.00
					Total :	**1,800.00**
168753	9/13/2022	102388 COPYLAND, INC.	77063	037-10047	GTRANS - A-FRAME	342.93
			77670	037-10047	FY22 PROFESSIONAL PRINTING AND C	942.94
			79360	037-10047	GTRANS - OPERATOR'S DAILY LOG	231.09
			79580	037-10175	GTRANS - 4.5X8.75 COLOR FAREBOX S	96.12
			79797	037-10175	GTRANS - 8.5X11 COLOR FLYERS	252.31
			79937	037-10175	GTRANS - COLOR POSTERS	273.73

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168753	9/13/2022	102388 COPYLAND, INC.	(Continued)			
			79963	037-10175	GTRANS - COLOR BROCHURES	568.60
			80062	037-10175	FY23 PROFESSIONAL PRINTING AND C	222.31
					Total :	**2,930.03**
168754	9/13/2022	111808 CRITTER SQUAD	10519	331-00066	CLASSROOM SHOWS	3,130.00
					Total :	**3,130.00**
168755	9/13/2022	103353 CRM COMPANY, LLC.	LA21012		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	**69.50**
168756	9/13/2022	107905 CROWN CASTLE	PERMIT #15230		PERMIT DEPOSIT REFUND - 17700 S.	2,500.00
					Total :	**2,500.00**
168757	9/13/2022	107905 CROWN CASTLE	PERMIT #17053		PERMIT DEPOSIT REFUND - MARINE A	1,000.00
					Total :	**1,000.00**
168758	9/13/2022	112158 DALY, GARETH	090622		TAX WITHHOLDING REFUND - JAZZ FE	1,281.00
					Total :	**1,281.00**
168759	9/13/2022	312117 DEPARTMENT OF WATER & POWER	082222		LIGHT & POWER	101.88
			082922		LIGHT & POWER	67.27
					Total :	**169.15**
168760	9/13/2022	104343 DISCOUNT SCHOOL SUPPLY	W88961440101	331-00063	FCC PROGRAM SUPPLIES	230.40
					Total :	**230.40**
168761	9/13/2022	110849 DMS CONSULTANTS CIVIL, ENGINEERS, INC	GA-001-5	024-00619	CONSULTANT SERVICES	1,000.00
					Total :	**1,000.00**
168762	9/13/2022	104276 DREHS, LARRY W.	AUGUST 2022		MARTIAL ARTS INSTRUCTOR	1,498.00
					Total :	**1,498.00**
168763	9/13/2022	105418 EMPIRE CLEANING SUPPLY	S5233384.002	034-00496	CUSTODIAL SUPPLIES	1,445.61
			S5233395	034-00496	CUSTODIAL SUPPLIES	156.92
			S5318914		CUSTODIAL SUPPLIES	1,914.02
			S5318914.002		CUSTODIAL SUPPLIES	521.13
			S5338538		CUSTODIAL SUPPLIES	812.86

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168763	9/13/2022	105418 EMPIRE CLEANING SUPPLY	(Continued)			
			S5361616		PARK MAINT SUPPLIES	446.57
					Total :	**5,297.11**
168764	9/13/2022	105392 ENTENMANN-ROVIN COMPANY	0167972-IN		CM OFFICE SUPPLIES	1,243.28
					Total :	**1,243.28**
168765	9/13/2022	106459 ENTERPRISE FM TRUST	FBN4553329	023-01402	ENTERPRISE LEASE - SEPTEMBER 202	10,189.09
			FBN4560680	023-01402	ENTERPRISE LEASE - SEPTEMBER 202	3,341.14
					Total :	**13,530.23**
168766	9/13/2022	100055 FAIR HOUSING FOUNDATION	JULY 2022		CDBG CONSULTANT	1,428.59
					Total :	**1,428.59**
168767	9/13/2022	106129 FEDEX	7-710-87225		SHIPPING SERVICES	27.97
			7-717-89945		SHIPPING SERVICES	268.56
			7-850-14299		SHIPPING SERVICES	373.50
			9-632-96430		SHIPPING SERVICES	3.42
					Total :	**673.45**
168768	9/13/2022	110060 FJS CABLE ENGINEERING INC.	PERMIT #14976		PERMIT DEPOSIT REFUND - CRENSHA	1,000.00
			PERMIT #15015		PERMIT DEPOSIT REFUND - VERMONT	1,000.00
					Total :	**2,000.00**
168769	9/13/2022	106545 FLEETPRIDE, INC	101613761		BUS AUTO PARTS	66.79
					Total :	**66.79**
168770	9/13/2022	112077 FRYMER CONSTRUCTION	PERMIT #17154		PERMIT DEPOSIT REFUND - 16819 NOI	10,000.00
					Total :	**10,000.00**
168771	9/13/2022	112191 GARCIA, JOHNNY	PERMIT #17394		PERMIT DEPOSIT REFUND - 14832 ROJ	500.00
					Total :	**500.00**
168772	9/13/2022	107030 GARDENA AUTO PARTS	155760		PW AUTO PARTS	193.95
			157508		PW AUTO PARTS	198.79
			157723		PW AUTO PARTS	39.66
			158165		PW AUTO PARTS	38.58
			158462		PW AUTO PARTS	64.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168772	9/13/2022	107030 GARDENA AUTO PARTS	(Continued)			
			158634		PW AUTO PARTS	12.55
			158732		PW AUTO PARTS	152.15
					Total :	**700.18**
168773	9/13/2022	619005 GAS COMPANY, THE	090122		GAS	4,432.14
					Total :	**4,432.14**
168774	9/13/2022	619005 GAS COMPANY, THE	083022		CARES UTILITY ASSISTANCE PROGRA	270.33
					Total :	**270.33**
168775	9/13/2022	111964 GCAP SERVICES, INC.	1	037-10116	CNG PROJECT LABOR COMPLIANCE A	943.75
					Total :	**943.75**
168776	9/13/2022	106470 GILLIG LLC	40939688	037-10174	GTRANS AUTO PARTS	1,262.97
					Total :	**1,262.97**
168777	9/13/2022	619004 GOLDEN STATE WATER CO.	082922		WATER	24,531.68
					Total :	**24,531.68**
168778	9/13/2022	107513 GRAINGER	9397535767		BUS FACILITY SUPPLIES	53.78
			9404585268		BUS FACILITY SUPPLIES	239.22
			9406244740		BUS FACILITY SUPPLIES	199.42
			9406628363		BUS FACILITY SUPPLIES	35.63
			9407440933		BUS FACILITY SUPPLIES	49.90
			9411970453		BUS FACILITY SUPPLIES	229.35
			9415648667		BUS FACILITY SUPPLIES	48.61
			9416817808		BUS FACILITY SUPPLIES	1,094.31
			9420005275		BUS FACILITY SUPPLIES	469.27
			9428459490		BLDG MAINT SUPPLIES	191.86
					Total :	**2,611.35**
168779	9/13/2022	111505 GRANICUS, LLC	155605	011-00032	AGENDA MANAGEMENT SOFTWARE	10,821.18
					Total :	**10,821.18**
168780	9/13/2022	108012 H&H AUTO PARTS WHOLESALE	1IN0519649		PW AUTO PARTS	1,051.06
					Total :	**1,051.06**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168781	9/13/2022	106701 HARTZOG & CRABILL, INC.	22-0329	024-00825	CONCEPT PLANS - SPINNING AVE INTE	3,610.00
					Total :	**3,610.00**
168782	9/13/2022	112076 HERNANDEZ, ROSA	17		INTERN SERVICES	1,680.00
					Total :	**1,680.00**
168783	9/13/2022	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	SIN020599	023-01410	CONTRACT SERVICES - SALES TAX	2,663.99
					Total :	**2,663.99**
168784	9/13/2022	108434 HOME DEPOT CREDIT SERVICES	0021482		GTRANS MAINT SUPPLIES	478.23
			0022605		STREET MAINT SUPPLIES	476.42
			0141100		GTRANS MAINT SUPPLIES	-44.12
			1344721		PARK MAINT SUPPLIES	399.82
			2044813		STREET MAINT SUPPLIES	148.97
			3522262		CUSTODIAL SUPPLIES	10.98
			4541961		SIGNS/SIGNALS SUPPLIES	101.55
			5026276		CUSTODIAL SUPPLIES	21.92
			5513233		BLDG MAINT SUPPLIES	385.06
			7020720		GTRANS MAINT SUPPLIES	183.85
					Total :	**2,162.68**
168785	9/13/2022	108430 HOME PIPE & SUPPLY	F39678		BLDG MAINT SUPPLIES	282.20
			F39837		BLDG MAINT SUPPLIES	83.68
					Total :	**365.88**
168786	9/13/2022	104144 HOOKER, JASON	07/01-08/03/22		EDUCATIONAL REIMBURSEMENT	634.50
					Total :	**634.50**
168787	9/13/2022	104503 HP COMMUNICATIONS, INC.	PERMIT #15038		PERMIT DEPOSIT REFUND - 177TH STI	5,000.00
					Total :	**5,000.00**
168788	9/13/2022	112217 HUGHES, MONICA	RECEIPT #39064749		FACILITY RENTAL DEPOSIT REFUND	100.00
					Total :	**100.00**
168789	9/13/2022	107068 INLAND ENGINEERING SERVICES, INC.	PERMIT #15099		PERMIT DEPOSIT REFUND -13528 S WI	1,000.00
			PERMIT #15100		PERMIT DEPOSIT REFUND - 1835 W.	1,000.00
					Total :	**2,000.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168790	9/13/2022	110010 JANEK CORPORATION, THE	112212		GTRANS SHOP SUPPLIES	1,901.81
					Total :	**1,901.81**
168791	9/13/2022	110853 JONES & MAYER	111127		ATTORNEY SERVICES	10,589.49
			111128		ATTORNEY SERVICES	81.04
			111129		ATTORNEY SERVICES	162.08
			111130		ATTORNEY SERVICES	135.07
			111131		ATTORNEY SERVICES	5.75
			111132		ATTORNEY SERVICES	1,262.65
			111133		ATTORNEY SERVICES	378.20
			111134		ATTORNEY SERVICES	44.30
			111135		ATTORNEY SERVICES	2,512.30
			111136		ATTORNEY SERVICES	216.11
			111138		ATTORNEY SERVICES	9,082.33
			111139		ATTORNEY SERVICES	108.06
			111140		ATTORNEY SERVICES	908.22
			111141		ATTORNEY SERVICES	5,471.55
			111142		ATTORNEY SERVICES	10,157.18
			111143		ATTORNEY SERVICES	66.46
			111144		ATTORNEY SERVICES	486.25
					Total :	**41,667.04**
168792	9/13/2022	211429 KEMP, TAMARA	AUGUST 2022		DANCE INSTRUCTOR	2,924.00
					Total :	**2,924.00**
168793	9/13/2022	111260 KJOS, BARBARA JEAN	AUGUST 2022		GARDENA FAMILY CHILD CARE PROGF	2,059.00
					Total :	**2,059.00**
168794	9/13/2022	312030 L.A. COUNTY ASSESSOR	23ASRE005		MAPS/POSTAGE	14.68
					Total :	**14.68**
168795	9/13/2022	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	22081500349	024-00769	INDUSTRIAL WASTE SERVICES	15,953.25
			22081500449	024-00769	TRAFFIC SIGNAL MAINT-HIGHWAY SAF	2,260.92
					Total :	**18,214.17**
168796	9/13/2022	112145 L.A. COUNTY FIRE DEPARTMENT	IN0363505		UNDERGROUND STORAGE TANK PRO	3,837.00
					Total :	**3,837.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168797	9/13/2022	312039 L.A. COUNTY FIRE DEPARTMENT	C0010615	023-01387	FIRE PROTECTION SERVICES - OCTOE	837,177.20
					Total :	**837,177.20**
168798	9/13/2022	112237 LANKRY, DAVID	BL #40528		BUSINESS LICENSE FEE REFUND - CA	79.00
					Total :	**79.00**
168799	9/13/2022	109827 LEARNING GENIE INC.	INV-1149	331-00067	SUBSCRIPTION - LEARNING GENIE API	2,136.75
					Total :	**2,136.75**
168800	9/13/2022	108023 LEXIPOL LLC	INVLEX11880	035-01173	JAIL POLICY MANUAL UPDATE SUBSCI	4,033.62
					Total :	**4,033.62**
168801	9/13/2022	112238 LICHA CONSTRUCTION	PERMIT #17296		PERMIT DEPOSIT REFUND - 17111 & 17	3,000.00
					Total :	**3,000.00**
168802	9/13/2022	112260 LIEBERT CASSIDY WHITMORE	223135		LEGAL SERVICES	33,782.62
					Total :	**33,782.62**
168803	9/13/2022	112260 LIEBERT CASSIDY WHITMORE	222765		LEGAL SERVICES	31,356.00
					Total :	**31,356.00**
168804	9/13/2022	112260 LIEBERT CASSIDY WHITMORE	223133		LEGAL SERVICES	9,703.00
			223134		LEGAL SERVICES	22,607.45
					Total :	**32,310.45**
168805	9/13/2022	112260 LIEBERT CASSIDY WHITMORE	222752		LEGAL SERVICES	20,300.00
					Total :	**20,300.00**
168806	9/13/2022	112260 LIEBERT CASSIDY WHITMORE	219030		ERC MEMBERSHIP FEE - FY 2022/23	4,125.00
			223129		LEGAL SERVICES	5,441.65
			223130		LEGAL SERVICES	145.45
			223131		LEGAL SERVICES	2,812.00
			223132		LEGAL SERVICES	1,056.00
			223136		LEGAL SERVICES	210.00
			223137		LEGAL SERVICES	1,652.50
			223139		LEGAL SERVICES	10,338.70
					Total :	**25,781.30**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168807	9/13/2022	111552 LINK2FEED USA, INC	L2FU-001441		ANNUAL FOOD PANTRY PROGRAM	140.00
					Total :	**140.00**
168808	9/13/2022	109517 LOAD N' GO BUILDING MATERIALS	24066		STREET MAINT SUPPLIES	25.78
					Total :	**25.78**
168809	9/13/2022	112229 LOPEZ, CRUZ	63755422363		REFUND - CREDIT CARD FEE	2.75
					Total :	**2.75**
168810	9/13/2022	112607 LUMINATOR TECHNOLOGY GROUP INC	596945	037-10126	GTRANS BUS CAMERA PM & MONITOR	14,850.00
					Total :	**14,850.00**
168811	9/13/2022	112226 LUPERCIO, LUIS	RECEIPT #39032357		REFUND - YOUTH BASEBALL CLASS	60.00
					Total :	**60.00**
168812	9/13/2022	109203 MAKAI SOLUTIONS	SD950	037-10163	FACILITIES & EQUIPMENT MAINTENAN	1,526.76
					Total :	**1,526.76**
168813	9/13/2022	113036 MANERI SIGN CO., INC.	40012662		SIGNS/SIGNALS SUPPLIES	82.12
					Total :	**82.12**
168814	9/13/2022	813030 MANNING & KASS	748711		LEGAL SERVICES	1,440.00
					Total :	**1,440.00**
168815	9/13/2022	104841 MAR-CO EQUIPMENT COMPANY	187677		STREET SWEEPER SUPPLIES	1,608.78
					Total :	**1,608.78**
168816	9/13/2022	113003 MARTIN CHEVROLET	822055		PW AUTO PARTS	87.78
			822056		PW AUTO PARTS	71.22
					Total :	**159.00**
168817	9/13/2022	113064 MCMASTER-CARR SUPPLY COMPANY	82004101		GTRANS SHOP SUPPLIES	415.82
			83263723		PW SHOP SUPPLIES	592.87
					Total :	**1,008.69**
168818	9/13/2022	111604 MICRO ELECTRONICS, INC	12044352	023-01409	COMPUTER REPLACEMENT PARTS	2,311.58
					Total :	**2,311.58**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168819	9/13/2022	103093 MOBILE RELAY ASSOCIATES, INC.	80018688	037-10179	GTRANS BUS RADIO SYSTEM RENTAL	12,154.53
			80018689	037-10179	GTRANS BUS RADIO SYSTEM RENTAL	298.68
			80018690	037-10179	GTRANS BUS RADIO SYSTEM RENTAL	12,154.53
			80018691	037-10179	GTRANS BUS RADIO SYSTEM RENTAL	298.68
			80018844	037-10179	GTRANS BUS RADIO SYSTEM RENTAL	12,154.53
			80018845	037-10179	GTRANS BUS RADIO SYSTEM RENTAL	298.68
					Total :	**37,359.63**
168820	9/13/2022	102534 MONCADA, BARBARA	JULY 2022		VOLUNTEER DRIVER	21.00
					Total :	**21.00**
168821	9/13/2022	112225 MONTEVERDE, VANESSA	RECEIPT #39103702		REFUND - YOUTH BASEBALL CLASS	60.00
					Total :	**60.00**
168822	9/13/2022	107505 MOUSER ELECTRONICS, INC.	69411498		GTRANS AUTO SUPPLIES	968.35
			69653566		GTRANS AUTO SUPPLIES	153.60
					Total :	**1,121.95**
168823	9/13/2022	106803 MSDSONLINE, INC.	259953	024-00864	ANNUAL MSDS ONLINE SUBSCRIPTIOI	2,472.00
					Total :	**2,472.00**
168824	9/13/2022	113295 MUNISERVICES, LLC	INV06-014782		SALES TAX AUDIT SERVICES FOR QTR	132.31
					Total :	**132.31**
168825	9/13/2022	105622 N/S CORPORATION	0112712	037-10165	GTRANS BUS WASH EQUIPMENT MAIN	236.25
					Total :	**236.25**
168826	9/13/2022	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	76189181		PHYSICAL CERTIFICATION & RANDOM	1,179.50
			76262001		PHYSICAL CERTIFICATION & RANDOM	562.50
			76338336		PHYSICAL CERTIFICATION & RANDOM	197.50
					Total :	**1,939.50**
168827	9/13/2022	110846 ORDORICA, ANTHONY	JULY 2022		VOLUNTEER DRIVER	28.00
					Total :	**28.00**
168828	9/13/2022	111358 O'REILLY AUTO PARTS	249800		GTRANS AUTO PARTS	603.60
			253432		GTRANS AUTO PARTS	7.08
			253763		GTRANS AUTO PARTS	22.03

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168828	9/13/2022	111358 O'REILLY AUTO PARTS	(Continued)			
			254418		PW AUTO PARTS	192.62
			255493		PW AUTO PARTS	68.83
			256172		PW AUTO PARTS	34.73
			256649		PW AUTO PARTS	47.45
			256738		PW AUTO PARTS	-34.56
			257495		PW AUTO PARTS	77.90
			257637		SEWER PROGRAM SUPPLIES	264.47
			257839		PW AUTO PARTS	112.39
					Total :	**1,396.54**
168829	9/13/2022	115810 ORKIN PEST CONTROL	227637134		PEST CONTROL - ACCT #27336703	261.00
			228879407		PEST CONTROL - ACCT #27336703	261.00
			228879409		PEST CONTROL - ACCT #27336703	261.00
			230204156		PEST CONTROL - ACCT #27336703	261.00
			231393443		PEST CONTROL - ACCT #27336703	261.00
			231393444		PEST CONTROL - ACCT #27336703	261.00
			231393445		PEST CONTROL - ACCT #27336703	261.00
			231393446		PEST CONTROL - ACCT #27336703	261.00
			231394388		PEST CONTROL - ACCT #27336703	211.00
					Total :	**2,299.00**
168830	9/13/2022	103673 PACIFIC PRODUCTS & SERVICE, LLC	30738		SIGNS/SIGNALS SUPPLIES	1,382.26
					Total :	**1,382.26**
168831	9/13/2022	112228 PEREZ, ANGELINA	44341446		REFUND - YOUTH BASEBALL CANCELL	50.00
					Total :	**50.00**
168832	9/13/2022	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	08/15-09/12/22		GYMNASTICS INSTRUCTOR SERVICES	9,709.00
					Total :	**9,709.00**
168833	9/13/2022	307101 PETTY CASH FUND	07/28-08/17/22		REPLENISH PETTY CASH	655.00
					Total :	**655.00**
168834	9/13/2022	108600 PHOENIX GROUP INFORMATION, SYSTEMS	072022211	035-01175	PARKING CONTRACT SERVICES - JULY	6,941.55
					Total :	**6,941.55**
168835	9/13/2022	105574 PINNACLE PETROLEUM, INC.	0284769	037-10173	87 OCTANE REGULAR UNLEADED CAR	35,492.14

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168835	9/13/2022	105574 PINNACLE PETROLEUM, INC.	(Continued)			
			0284770	037-10173	87 OCTANE REGULAR UNLEADED CAR	35,496.24
			0286194	037-10173	87 OCTANE REGULAR UNLEADED CAR	36,951.59
			0286195	037-10173	87 OCTANE REGULAR UNLEADED CAR	36,964.34
					Total :	**144,904.31**
168836	9/13/2022	105574 PINNACLE PETROLEUM, INC.	0286218	024-00853	87 OCTANE REGULAR UNLEADED CAR	24,257.88
					Total :	**24,257.88**
168837	9/13/2022	116225 PLUMBERS DEPOT, INC.	PD-51776		SEWER PROGRAM SUPPLIES	394.33
					Total :	**394.33**
168838	9/13/2022	111703 POWER MANUFACTURING INC	48924		GTRANS AUTO PARTS	418.59
					Total :	**418.59**
168839	9/13/2022	106092 PRUDENTIAL OVERALL SUPPLY	42744646	034-00538	CUSTODIAL SUPPLIES	1,764.40
			42748574	034-00538	CUSTODIAL SUPPLIES	1,508.21
			42752981	034-00538	CUSTODIAL SUPPLIES	2,159.01
			42755077		UNIFORM & SUPPLY RENTAL	145.28
			42755078		UNIFORM & SUPPLY RENTAL	46.98
			42755079		UNIFORM & SUPPLY RENTAL	50.10
			42756926		UNIFORM & SUPPLY RENTAL	145.27
			42756927		UNIFORM & SUPPLY RENTAL	47.44
			42756928		UNIFORM & SUPPLY RENTAL	50.10
			42756929		UNIFORM & SUPPLY RENTAL	13.65
			42756930		UNIFORM & SUPPLY RENTAL	19.00
			42756931		UNIFORM & SUPPLY RENTAL	91.60
			42756932		UNIFORM & SUPPLY RENTAL	11.60
			42758827		UNIFORM & SUPPLY RENTAL	145.27
			42758828		UNIFORM & SUPPLY RENTAL	47.44
			42758829		UNIFORM & SUPPLY RENTAL	50.10
			42760470		UNIFORM & SUPPLY RENTAL	321.65
					Total :	**6,617.10**
168840	9/13/2022	116820 PSOMAS	186073	037-09987	GTRANS DESIGN BUILD CONSTRUCTI(	5,719.50
					Total :	**5,719.50**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168841	9/13/2022	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	525394		INDIVIDUAL PSYCHOTHERAPY	275.00
			525465		PEER SUPPORT TRAINING	1,400.00
					Total :	**1,675.00**
168842	9/13/2022	107419 PULSAR	28422	037-10153	MARKETING SERVICES - NEW SERVIC	6,429.25
			28423	037-10153	MARKETING SERVICES - NEW SERVIC	4,862.50
					Total :	**11,291.75**
168843	9/13/2022	108623 PUN GROUP LLP, THE	113414	023-01350	AUDIT SERVICES DURING FY 2021-202	15,000.00
					Total :	**15,000.00**
168844	9/13/2022	104868 PYRO-COMM SYSTEMS, INC.	186984		FIRE ALARM SUPPLIES	684.55
					Total :	**684.55**
168845	9/13/2022	111574 RACE COMMUNICATIONS	RC739287	023-01405	FIBER INTERNET SERVICES - SEPTEM	5,876.86
					Total :	**5,876.86**
168846	9/13/2022	100147 RCI IMAGE SYSTEMS	77085		MICROFICHE SCANNING	71.66
					Total :	**71.66**
168847	9/13/2022	108886 REDMON GROUP INC.	RG2021523		GTRANS WEBSITE SUPPORT	422.20
			RG2021524		GTRANS WEBSITE SUPPORT	422.20
					Total :	**844.40**
168848	9/13/2022	111777 REMIX TECHNOLOGIES LLC	INV031-548	037-10142	INTEGRATED TRANSIT PLANNING SOF	31,400.00
					Total :	**31,400.00**
168849	9/13/2022	118476 RICOH USA, INC.	9030522117		RICOH MPC3503 COPIER LEASE - CM -	246.46
			9030522119		RICOH MPC4503 COPIER LEASE - CD	236.10
			9030522120		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9030522124		RICOH MPC6502SP COPIER LEASE -PF	812.95
			9030522125		RICOH MPC3503 COPIER LEASE - CLEI	175.70
			9030582977		RICOH MPC3503 COPIER LEASE - HS~	144.89
			9030583018		RICOH MPC6003 COPIER LEASE - PD S	242.64
			9030583058		RICOH MPC3503 COPIER LEASE - SR. I	185.98
			9030583100		RICOH MPC3503 COPIER LEASE - REC	187.53
			9030583103		RICOH MPC3503 COPIER LEASE - ADM	191.65
			9030583153		RICOH MPC3503 COPIER LEASE - PW~	165.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168849	9/13/2022	118476 RICOH USA, INC.	(Continued)			
			9030583492		RICOH MPC3503 COPIER LEASE - CHIE	151.65
					Total :	**3,200.34**
168850	9/13/2022	100585 RKA CONSULTING GROUP	318003		ENGINEERING & SURVEYING SERVICE	1,330.00
					Total :	**1,330.00**
168851	9/13/2022	112224 RODRIGUEZ, CHRIS	RECEIPT #39345579		REFUND - YOUTH BASEBALL CLASS	50.00
					Total :	**50.00**
168852	9/13/2022	118423 ROTEX	S141430		PW AUTO PARTS	95.00
					Total :	**95.00**
168853	9/13/2022	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	93483		BLDG MAINT SUPPLIES	441.00
					Total :	**441.00**
168854	9/13/2022	112236 SAFELITE FULFILLMENT INC	05075-250937		2021 FORD EXPLR #1614731 WINDOW	462.26
					Total :	**462.26**
168855	9/13/2022	119015 SAFETY-KLEEN CORPORATION	89777477	024-00869	CLEANING OF CLARIFIER AND SUMPS	2,847.63
					Total :	**2,847.63**
168856	9/13/2022	119016 SAM'S CLUB	9999 2023		MEMBERSHIP FEES FOR CITY OF GAR	559.13
					Total :	**559.13**
168857	9/13/2022	219355 SARGENT, MICHAEL	081722		REFUND - LOAN #001 PAID OFF	39.98
					Total :	**39.98**
168858	9/13/2022	108654 SECTRAN SECURITY INC.	22050749		ARMORED TRANSPORTATION SERVICI	818.68
			22060743		ARMORED TRANSPORTATION SERVICI	831.68
			22062307		ARMORED TRANSPORTATION SERVICI	1,976.10
					Total :	**3,626.46**
168859	9/13/2022	107006 SHAMROCK COMPANIES	2613889		STREET MAINT SUPPLIES	343.32
			2614516		PARK MAINT SUPPLIES	258.50
					Total :	**601.82**
168860	9/13/2022	119233 SHERWIN-WILLIAMS CO.	5907-3		STREET MAINT SUPPLIES	137.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168860	9/13/2022	119233 119233 SHERWIN-WILLIAMS CO.	(Continued)		**Total :**	**137.80**
168861	9/13/2022	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8092076		2018 FORD INTRCPTR #1554678 SERVI	669.74
			8092127		2018 FORD INTRCPTR #1554880 SERVI	1,083.18
			8092209		2018 FORD INTRCPTR #1554676 BATTE	338.99
					Total :	**2,091.91**
168862	9/13/2022	119378 SMARDAN SUPPLY CO.	S3831339		BUS FACILITY MAINT SUPPLIES	645.39
			S3850116		BUS FACILITY MAINT SUPPLIES	315.56
			S3850398		BUS FACILITY MAINT SUPPLIES	229.88
			S3860464		BLDG MAINT SUPPLIES	502.26
					Total :	**1,693.09**
168863	9/13/2022	102027 SOUTH BAY ELECTRIC MOTORS, INC	27858		BUS AUTO PARTS	1,766.22
					Total :	**1,766.22**
168864	9/13/2022	119447 SOUTH BAY FORD	716215		PW AUTO PARTS	74.41
					Total :	**74.41**
168865	9/13/2022	619003 SOUTHERN CALIFORNIA EDISON	090122		LIGHT & POWER	38,956.13
					Total :	**38,956.13**
168866	9/13/2022	619003 SOUTHERN CALIFORNIA EDISON	072222		CARES UTILITY ASSISTANCE PROGRA	327.92
					Total :	**327.92**
168867	9/13/2022	619003 SOUTHERN CALIFORNIA EDISON	083022		CARES UTILITY ASSISTANCE PROGRA	268.12
					Total :	**268.12**
168868	9/13/2022	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	169587		OLYMPUS OMEGA RED AF 50/50	1,246.71
			170161		BUS OIL & LUBRICANTS	1,828.66
					Total :	**3,075.37**
168869	9/13/2022	108238 SPARKLETTS	14211220 081022		DRINKING WATER FILTRATION SYSTEM	39.99
			15638238 081222		DRINKING WATER FILTRATION SYSTEM	40.00
					Total :	**79.99**
168870	9/13/2022	111778 SPCALA	2022-0731	032-00109	ANIMAL SHELTER SERVICES	9,143.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168870	9/13/2022	111778 111778 SPCALA	(Continued)		**Total :**	**9,143.00**
168871	9/13/2022	104126 SPECTRUM	0851122081222		CABLE SERVICES - PD	151.78
					Total :	**151.78**
168872	9/13/2022	119548 ST. JOHN LUTHERAN CHURCH	JULY 2022		SENIOR CITIZENS DAY CARE	900.00
					Total :	**900.00**
168873	9/13/2022	109877 STATEWIDE TRAFFIC SAFETY, AND SIGNS IN(	40012547		SIGNS/SIGNALS SUPPLIES	523.69
			40012548		SIGNS/SIGNALS SUPPLIES	104.74
					Total :	**628.43**
168874	9/13/2022	104106 SWARCO MCCAIN, INC.	INV0267853	024-00867	SIGNS/SIGNALS SUPPLIES	2,568.84
					Total :	**2,568.84**
168875	9/13/2022	112218 TATUM, RONIC	RECEIPT #41716073		FACILITY RENTAL DEPOSIT REFUND	100.00
					Total :	**100.00**
168876	9/13/2022	107928 TELECOM LAW FIRM, P.C.	12880	032-00106	PROFESSIONAL SERVICES - 17000 GR	2,598.00
			13221	032-00108	PROFESSIONAL SERVICES - EFR 4-22	2,598.00
					Total :	**5,196.00**
168877	9/13/2022	120215 THOMPSON TROPHY MFG., INC.	64337		BUS PROGRAM SUPPLIES	262.80
					Total :	**262.80**
168878	9/13/2022	112241 TIGER ELECTRIC	PERMIT #15194		PERMIT DEPOSIT REFUND - 1400 W. RI	1,000.00
					Total :	**1,000.00**
168879	9/13/2022	110238 TIREHUB, LLC	28643606	024-00871	TIRES FOR PUBLIC WORKS FLEET	6,078.71
					Total :	**6,078.71**
168880	9/13/2022	105070 T-MOBILE USA, INC.	9491328328		GPS LOCATE	90.00
					Total :	**90.00**
168881	9/13/2022	111788 TRAN, CHUNG	01/01/22-06/30/22	023-01370	EOC MANAGEMENT SERVICES	3,825.00
					Total :	**3,825.00**
168882	9/13/2022	105556 TRIANGLE SPORTS, INC.	41285		YOUTH SPORTS UNIFORM SUPPLIES	416.10

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168882	9/13/2022	105556 105556 TRIANGLE SPORTS, INC.	(Continued)		**Total :**	**416.10**
168883	9/13/2022	111481 TRIO COMMUNITY MEALS, LLC	INV2230015666	034-00544	SENIOR FEEDING PROGRAM	5,459.91
			INV2230015740	034-00544	SENIOR FEEDING PROGRAM	6,225.31
					Total :	**11,685.22**
168884	9/13/2022	111481 TRIO COMMUNITY MEALS, LLC	INV2230013429	034-00544	SENIOR FEEDING PROGRAM	250.17
			INV2230013875	034-00544	SENIOR FEEDING PROGRAM	5,762.76
			INV2230014171	034-00544	SENIOR FEEDING PROGRAM	6,119.34
			INV2230014262	034-00544	SENIOR FEEDING PROGRAM	5,420.42
			INV2230014640	034-00544	SENIOR FEEDING PROGRAM	6,106.81
			INV2230014748	034-00544	SENIOR FEEDING PROGRAM	5,319.47
			INV2230015430	034-00544	SENIOR FEEDING PROGRAM	5,451.14
					Total :	**34,430.11**
168885	9/13/2022	120854 TURF STAR INC.	7240103-01		PW AUTO PARTS	411.57
			7240103-02		PW AUTO PARTS	89.95
					Total :	**501.52**
168886	9/13/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	125.74
			C.OSORIO 06/22/22		CAL CARD STATEMENT 05/24-06/22/22	22.49
			C.OSORIO 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	283.90
			C.OSORIO 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	617.64
			CRESPO 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	1,604.56
			FCC 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	736.97
			FINANCE 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	5,896.72
			GOLDMAN 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	84.00
			HR 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	335.44
			KWAK 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	180.00
			MACIEL 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	65.00
			NOLAN 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	507.89
			OROZCO 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	89.93
			PD TRAINING 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	716.07
			PD TRAINING2 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	3,447.61
			PD TRAINING3 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	184.51
			PD TRAINING4 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	3,814.97
			PYNN 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	1,821.22

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168886	9/13/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
			RIGG 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	322.12
			ROMERO 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	816.61
			SAFFELL 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	10.00
			SANTOS 07/22/22		CAL CARD STATEMENT 06/23-07/22/22	220.40
			SANTOS 7/22/22		CAL CARD STATEMENT 06/23-07/22/22	121.23
			TSUJIUCHI 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	1,936.73
			V.OSORIO 08/22/22		CAL CARD STATEMENT 07/23-08/22/22	178.49
					Total :	**24,140.24**
168887	9/13/2022	109220 U.S. BANK EQUIPMENT FINANCE	481207934		RICOH MPC4503 COPIER LEASE -CD	151.70
					Total :	**151.70**
168888	9/13/2022	112234 UNITED PACIFIC, APRO LLC	INV #006756		REFUND - NPDES INSPECTION OVERP	170.00
					Total :	**170.00**
168889	9/13/2022	119001 VENCO WESTERN, INC	31947-IN		LANDSCAPE REMEDIAL - ARTESIA BLV	1,007.00
					Total :	**1,007.00**
168890	9/13/2022	122050 VERIZON WIRELESS	9913161136		PW CELL PHONE SERVICE	938.60
					Total :	**938.60**
168891	9/13/2022	105254 VISION TIRE	36013		2019 NISS FRTR #1471421 PATCHED TI	20.00
					Total :	**20.00**
168892	9/13/2022	122435 VISTA PAINT CORPORATION	2022-670034-00		STREET MAINT SUPPLIES	295.91
			2022-681722-00		GTRANS FACILITY PAINT	236.13
			2022-687800-00		STREET MAINT SUPPLIES	793.80
					Total :	**1,325.84**
168893	9/13/2022	108353 WALTERS WHOLESALE ELECTRIC CO	S118385165.005		SIGNS/ SIGNALS MAINT SUPPLIES	1,378.14
			S119769104		GTRANS MAINT SUPPLIES	775.84
			S120569297		SIGNS/ SIGNALS MAINT SUPPLIES	85.60
			S120579531		SIGNS/ SIGNALS MAINT SUPPLIES	85.60
			S120653511		SIGNS/ SIGNALS MAINT SUPPLIES	418.95
			S120653511.002		SIGNS/ SIGNALS MAINT SUPPLIES	-104.74
			S120917100		SIGNS/ SIGNALS MAINT SUPPLIES	108.93
			S121101910		SIGNS/ SIGNALS MAINT SUPPLIES	238.87

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168893	9/13/2022	108353 WALTERS WHOLESALE ELECTRIC CO	(Continued)			
			S121103101		SIGNS/ SIGNALS MAINT SUPPLIES	554.85
					Total :	**3,542.04**
168894	9/13/2022	101195 WASTE RESOURCES GARDENA	081922		WASTE COLLECTION	264,109.86
					Total :	**264,109.86**
168895	9/13/2022	101903 WATER TECHNIQUES	79519		DRINKING WATER SYSTEM RENTAL	45.00
			79620		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	**90.00**
168896	9/13/2022	104107 WAXIE SANITARY SUPPLY	81089523		BUS WASH SUPPLIES	40.64
			81125468		BUS WASH SUPPLIES	154.00
					Total :	**194.64**
168897	9/13/2022	100107 WAYNE ELECTRIC CO.	205658		GTRANS AUTO PARTS	1,367.10
					Total :	**1,367.10**
168898	9/13/2022	110370 WESTERN COLLISION CENTER, INC	1081		2018 FORD EXPLR #1554676 BODY REI	698.34
					Total :	**698.34**
168899	9/13/2022	119387 WEX BANK	83549720		FUEL PURCHASES	90.73
					Total :	**90.73**
168900	9/13/2022	105568 WORTHY, PATRICIA	JULY 2022		VOLUNTEER DRIVER	21.00
					Total :	**21.00**
168901	9/13/2022	125001 YAMADA COMPANY, INC.	82260		PARK MAINT SUPPLIES	35.39
			82267		PARK MAINT SUPPLIES	107.75
			82275		PARK MAINT SUPPLIES	130.85
			82276		PARK MAINT SUPPLIES	-130.85
			82309		STREET MAINT SUPPLIES	66.03
					Total :	**209.17**
168902	9/13/2022	104315 ZAP MANUFACTURING, INC.	6988		SIGNS/SIGNALS SUPPLIES	414.26
					Total :	**414.26**
168903	9/13/2022	126122 ZEP SALES & SERVICE	9007744619		BUS SHOP SUPPLIES	1,882.65

Bank code : usb

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
168903	9/13/2022	126122	126122 ZEP SALES & SERVICE	(Continued)		**Total :**	**1,882.65**
209	**Vouchers for bank code :**	usb				**Bank total :**	**3,855,371.28**
209	**Vouchers in this report**					**Total vouchers :**	**3,855,371.28**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 24 inclusive of the check register are accurate and funds are available for payment thereof.

By: _____
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 24 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:

_____

_____ 09/13/2022
Mayor Date

_____ _____
Councilmember Date

_____ _____
Councilmember Date

Acknowledged:

_____ _____
Councilmember Date

_____ _____
Councilmember Date

CITY of GARDENA

Report No. P-2022-16

TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Report the count of confirmed COVID-19 employee cases.
   Total Count: Two-Hundred and Eleven (211)
   a. Administrative Services Department: Nine (9)
   b. City Clerk's Office: Four (4)
   c. Elected & City Manager's Offices: One (1)
   d. Community Development Department: Six (6)
   e. Transportation Department: Sixty-Five (65)
   f. Police Department: Forty-Nine (49)
   g. Public Works Department: Thirty-Five (35)
   h. Recreation & Human Services Department: Forty-Two (42)

2. Request City Council approval to revise the City's Classification and Compensation Plan to adjust the salary range for Police Lieutenant, Schedule 227 ($12,517 -$15,976/month), to Schedule 227 ($12,824 - $16,389/month), and Police Captain, Schedule 231 ($14,882 - $18,992) to Schedule 231 ($15,269 - $19,488/month), effective June 26, 2022 to eliminate salary compaction issues with the Police Sergeant classification. *Attachment 1*

3. Request City Council approval to revise the City's Classification and Compensation Plan to add the new classification of Public Information Officer to Schedule 125 ($8,232 - $10,507/month). This position will be located in the Elected and City Manager's Office. The position will be confidential and unrepresented. Job Description attached. *Attachment 2*

4. Request City Council approval to revise the City's Classification and Compensation Plan to add the new classification of Human Services Coordinator to Schedule 42 ($4,531 - $5,783/month). This position will be located in the Recreation Department. Job Description attached. *Attachment 3*

5. Report the Transitional Appointment of ***DIANNA ESPINOZA,*** to the position of Homeless Coordinator, Schedule 38 ($4,104 - $5,237/month) with the Recreation Department, effective July 31, 2022.

6. Report the Promotion of the following individuals:

   a. ***REBECCA GARCIA*** to the position of Police Officer, Schedule 201 ($7,487 - $9,556/month) with the Police Department, effective July 22, 2022.
   b. ***WILLIAM MENDOZA*** to the position of Civil Engineer***,*** Schedule 66 ($8,194 - $10,458/month) with the Public Works Department effective July 27, 2022.
   c. ***AYAKO ODANAKA*** to the position of Financial Services Technician, Schedule 48 ($5,254 - $6,706/month) with the Transportation Department effective July 31, 2022.
   d. ***KEVIN THOMAS*** to the position of Public Works Superintendent, Schedule 133 ($10,031 - $12,804/month), effective August 10, 2022.

e. ***KEVIN KWAK*** to the position of Assistant Public Works Director/City Engineer, Schedule 141 ($12,222 - $15,599/month), effective August 10, 2022.

7. Report the Industrial Disability Retirement of Police Officer, ***RYAN YEE,*** of the Police Department, effective July 23, 2022. Officer Yee provided 12 years and 9 months of service.

8. Report the Separation of the following individuals:
   a. Bus Operator, ***RAMON PORTER,*** of the Transportation Department effective August 16, 2022. Mr. Porter provided eight years and two months of service to the City.
   b. Bus Operator, ***WILLIE SPENCER,*** of the Transportation Department effective September 1, 2022. Mr. Spencer provided four years and four months of service to the City.

9. Report the Recruitment for the Open/Competitive position of Risk Management Analyst (Administrative Services Department). This recruitment is open until filled.

10. Report the Recruitment for the Open/Competitive position of Family Child Care Education Assistant II (Recreation and Human Services Department). This recruitment is open until filled.

11. Report the Recruitment for the Closed/Competitive position of Junior Accountant (Administrative Services Department). This recruitment closed September 7, 2022.

12. Report the Recruitment for the Open/Competitive position of Administrative Analyst II (Various Departments). This recruitment is open until filled.

13. Report the Recruitment for the Open/Competitive position of Public Works Inspector (Public Works Department). This recruitment is open until filled.

CITY OF GARDENA
CLASSIFICATION AND COMPENSATION PLAN
AS OF SEPTEMBER 13, 2022

Adjust Schedule 227 & 231, effective June 26, 2022

Add Human Services Coordinator - Schedule 42

6 Clerical Aide I
6 Police Aide

STEP	*4*	*5*	*6*
ANNUAL	29,952.00	31,452.00	33,024.00
MONTHLY	2,496.00	2,621.00	2,752.00
BI-WEEKLY	1,152.00	1,209.69	1,270.15
HOURLY	14.4000	15.1212	15.8769

7 Peer Advocate Counselor II
7 Storeroom Aide

STEP	*6*
ANNUAL	32,256.00
MONTHLY	2,688.00
BI-WEEKLY	1,240.62
HOURLY	15.5077

8 Community Aide I

STEP	*5*	*6*
ANNUAL	31,488.00	33,060.00
MONTHLY	2,624.00	2,755.00
BI-WEEKLY	1,211.08	1,271.54
HOURLY	15.1385	15.8942

13 Certified Nursing Assistant

STEP	*5*	*6*
ANNUAL	32,316.00	33,936.00
MONTHLY	2,693.00	2,828.00
BI-WEEKLY	1,242.92	1,305.23
HOURLY	15.5365	16.3154

14 Pool Cashier

STEP	*4*	*5*	*6*
ANNUAL	31,548.00	33,120.00	34,776.00
MONTHLY	2,629.00	2,760.00	2,898.00
BI-WEEKLY	1,213.38	1,273.85	1,337.54
HOURLY	15.1673	15.9231	16.7192

15

STEP	*4*	*5*	*6*
ANNUAL	32,328.00	33,948.00	35,640.00
MONTHLY	2,694.00	2,829.00	2,970.00
BI-WEEKLY	1,243.38	1,305.69	1,370.77
HOURLY	15.5423	16.3212	17.1346

16

STEP	[redacted]	*3*	*4*	*5*	*6*
ANNUAL		31,560.00	33,144.00	34,800.00	36,540.00
MONTHLY		2,630.00	2,762.00	2,900.00	3,045.00
BI-WEEKLY		1,213.85	1,274.77	1,338.46	1,405.38
HOURLY		15.1731	15.9346	16.7308	17.5673

17 Clerk Typist

STEP	[redacted]	*3*	*4*	*5*	*6*
ANNUAL		32,352.00	33,972.00	35,676.00	37,464.00
MONTHLY		2,696.00	2,831.00	2,973.00	3,122.00
BI-WEEKLY		1,244.31	1,306.62	1,372.15	1,440.92
HOURLY		15.5538	16.3327	17.1519	18.0115

18

STEP	[redacted]	*2*	*3*	*4*	*5*	*6*
ANNUAL		31,584.00	33,168.00	34,824.00	36,564.00	38,388.00
MONTHLY		2,632.00	2,764.00	2,902.00	3,047.00	3,199.00
BI-WEEKLY		1,214.77	1,275.69	1,339.38	1,406.31	1,476.46
HOURLY		15.1846	15.9462	16.7423	17.5788	18.4558

19 FCC Program Assistant I

STEP	[redacted]	*2*	*3*	*4*	*5*	*6*
ANNUAL	30,828.00	32,364.00	33,984.00	35,688.00	37,476.00	39,348.00
MONTHLY	2,569.00	2,697.00	2,832.00	2,974.00	3,123.00	3,279.00
BI-WEEKLY	1,185.69	1,244.77	1,307.08	1,372.62	1,441.38	1,513.38
HOURLY	14.8212	15.5596	16.3385	17.1577	18.0173	18.9173

20

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	31,596.00	33,180.00	34,836.00	36,576.00	38,400.00	40,320.00
MONTHLY	2,633.00	2,765.00	2,903.00	3,048.00	3,200.00	3,360.00
BI-WEEKLY	1,215.23	1,276.15	1,339.85	1,406.77	1,476.92	1,550.77
HOURLY	15.1904	15.9519	16.7481	17.5846	18.4615	19.3846

21 Police Cadet

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	32,388.00	34,008.00	35,712.00	37,500.00	39,372.00	41,340.00
MONTHLY	2,699.00	2,834.00	2,976.00	3,125.00	3,281.00	3,445.00
BI-WEEKLY	1,245.69	1,308.00	1,373.54	1,442.31	1,514.31	1,590.00
HOURLY	15.5712	16.3500	17.1692	18.0288	18.9288	19.8750

22 Geriatric Aide
22 Lifeguard/Instructor
22 Recreation Leader I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	33,192.00	34,848.00	36,588.00	38,412.00	40,332.00	42,348.00
MONTHLY	2,766.00	2,904.00	3,049.00	3,201.00	3,361.00	3,529.00
BI-WEEKLY	1,276.62	1,340.31	1,407.23	1,477.38	1,551.23	1,628.77
HOURLY	15.9577	16.7538	17.5904	18.4673	19.3904	20.3596

23 Community Aide II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,020.00	35,724.00	37,512.00	39,384.00	41,352.00	43,416.00
MONTHLY	2,835.00	2,977.00	3,126.00	3,282.00	3,446.00	3,618.00
BI-WEEKLY	1,308.46	1,374.00	1,442.77	1,514.77	1,590.46	1,669.85
HOURLY	16.3558	17.1750	18.0346	18.9346	19.8808	20.8731

24

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,872.00	36,612.00	38,448.00	40,368.00	42,384.00	44,508.00
MONTHLY	2,906.00	3,051.00	3,204.00	3,364.00	3,532.00	3,709.00
BI-WEEKLY	1,341.23	1,408.15	1,478.77	1,552.62	1,630.15	1,711.85
HOURLY	16.7654	17.6019	18.4846	19.4077	20.3769	21.3981

25

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	35,748.00	37,536.00	39,408.00	41,376.00	43,440.00	45,612.00
MONTHLY	2,979.00	3,128.00	3,284.00	3,448.00	3,620.00	3,801.00
BI-WEEKLY	1,374.92	1,443.69	1,515.69	1,591.38	1,670.77	1,754.31
HOURLY	17.1865	18.0462	18.9462	19.8923	20.8846	21.9288

26 Pool Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	36,636.00	38,472.00	40,392.00	42,408.00	44,532.00	46,764.00
MONTHLY	3,053.00	3,206.00	3,366.00	3,534.00	3,711.00	3,897.00
BI-WEEKLY	1,409.08	1,479.69	1,553.54	1,631.08	1,712.77	1,798.62
HOURLY	17.6135	18.4962	19.4192	20.3885	21.4096	22.4827

27

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	37,548.00	39,420.00	41,388.00	43,452.00	45,624.00	47,904.00
MONTHLY	3,129.00	3,285.00	3,449.00	3,621.00	3,802.00	3,992.00
BI-WEEKLY	1,444.15	1,516.15	1,591.85	1,671.23	1,754.77	1,842.46
HOURLY	18.0519	18.9519	19.8981	20.8904	21.9346	23.0308

28 Meal Services Coordinator
28 Police Assistant
28 Recreation Leader II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	38,484.00	40,404.00	42,420.00	44,544.00	46,776.00	49,116.00
MONTHLY	3,207.00	3,367.00	3,535.00	3,712.00	3,898.00	4,093.00
BI-WEEKLY	1,480.15	1,554.00	1,631.54	1,713.23	1,799.08	1,889.08
HOURLY	18.5019	19.4250	20.3942	21.4154	22.4885	23.6135

29 Account Clerk
29 Customer Service Clerk I
29 Printing & Technology Intern
29 Recreation Therapist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	39,444.00	41,412.00	43,488.00	45,660.00	47,940.00	50,340.00
MONTHLY	3,287.00	3,451.00	3,624.00	3,805.00	3,995.00	4,195.00
BI-WEEKLY	1,517.08	1,592.77	1,672.62	1,756.15	1,843.85	1,936.15
HOURLY	18.9635	19.9096	20.9077	21.9519	23.0481	24.2019

30 Custodian I
30 FCC Education Assistant II
30 FCC Program Assistant II

	1	*2*	*3*	*4*	*5*	*6*
ANNUAL	40,428.00	42,444.00	44,568.00	46,800.00	49,140.00	51,600.00
MONTHLY	3,369.00	3,537.00	3,714.00	3,900.00	4,095.00	4,300.00
BI-WEEKLY	1,554.92	1,632.46	1,714.15	1,800.00	1,890.00	1,984.62
HOURLY	19.4365	20.4058	21.4269	22.5000	23.6250	24.8077

31 Paratransit Driver

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	41,436.00	43,512.00	45,684.00	47,964.00	50,364.00	52,884.00
MONTHLY	3,453.00	3,626.00	3,807.00	3,997.00	4,197.00	4,407.00
BI-WEEKLY	1,593.69	1,673.54	1,757.08	1,844.77	1,937.08	2,034.00
HOURLY	19.9212	20.9192	21.9635	23.0596	24.2135	25.4250

32 Home Improvement Maintenance Helper
32 Right-of-Way Maintenance Worker

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	42,468.00	44,592.00	46,824.00	49,164.00	51,624.00	54,204.00
MONTHLY	3,539.00	3,716.00	3,902.00	4,097.00	4,302.00	4,517.00
BI-WEEKLY	1,633.38	1,715.08	1,800.92	1,890.92	1,985.54	2,084.77
HOURLY	20.4173	21.4385	22.5115	23.6365	24.8192	26.0596

33 Customer Service Clerk II
33 Equipment Utility Worker I
33 Public Safety Officer
33 Relief Bus Operator Trainee

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	43,524.00	45,696.00	47,976.00	50,376.00	52,896.00	55,536.00
MONTHLY	3,627.00	3,808.00	3,998.00	4,198.00	4,408.00	4,628.00
BI-WEEKLY	1,674.00	1,757.54	1,845.23	1,937.54	2,034.46	2,136.00
HOURLY	20.9250	21.9692	23.0654	24.2192	25.4308	26.7000

34 Custodian II
34 Graffiti Technician
34 Paratransit Dispatcher
34 Park Maintenance Worker I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	44,616.00	46,848.00	49,188.00	51,648.00	54,228.00	56,940.00
MONTHLY	3,718.00	3,904.00	4,099.00	4,304.00	4,519.00	4,745.00
BI-WEEKLY	1,716.00	1,801.85	1,891.85	1,986.46	2,085.69	2,190.00
HOURLY	21.4500	22.5231	23.6481	24.8308	26.0712	27.3750

35 Community Aide III
35 Help Desk Technician
35 Street Maintenance Worker

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	45,732.00	48,024.00	50,424.00	52,944.00	55,596.00	58,380.00
MONTHLY	3,811.00	4,002.00	4,202.00	4,412.00	4,633.00	4,865.00
BI-WEEKLY	1,758.92	1,847.08	1,939.38	2,036.31	2,138.31	2,245.38
HOURLY	21.9865	23.0885	24.2423	25.4538	26.7288	28.0673

36 Intermediate Clerk Typist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	46,872.00	49,212.00	51,672.00	54,252.00	56,964.00	59,808.00
MONTHLY	3,906.00	4,101.00	4,306.00	4,521.00	4,747.00	4,984.00
BI-WEEKLY	1,802.77	1,892.77	1,987.38	2,086.62	2,190.92	2,300.31
HOURLY	22.5346	23.6596	24.8423	26.0827	27.3865	28.7538

37 Nutrition Services Coordinator
37 Relief Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	48,048.00	50,448.00	52,968.00	55,620.00	58,404.00	61,320.00
MONTHLY	4,004.00	4,204.00	4,414.00	4,635.00	4,867.00	5,110.00
BI-WEEKLY	1,848.00	1,940.31	2,037.23	2,139.23	2,246.31	2,358.46
HOURLY	23.1000	24.2538	25.4654	26.7404	28.0788	29.4808

38 Activity Coordinator
38 Equipment Utility Worker II
38 Homeless Coordinator
38 Police Records Technician I
38 Police Service Technician
38 Purchasing Clerk
38 Senior Account Clerk
38 Senior Clerk Typist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	49,248.00	51,708.00	54,288.00	57,000.00	59,856.00	62,844.00
MONTHLY	4,104.00	4,309.00	4,524.00	4,750.00	4,988.00	5,237.00
BI-WEEKLY	1,894.15	1,988.77	2,088.00	2,192.31	2,302.15	2,417.08
HOURLY	23.6769	24.8596	26.1000	27.4038	28.7769	30.2135

39 Apprentice Mechanic
39 Home Improvement Lead Person
39 Park Maintenance Worker II
39 Records Management Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	50,484.00	53,004.00	55,656.00	58,440.00	61,368.00	64,440.00
MONTHLY	4,207.00	4,417.00	4,638.00	4,870.00	5,114.00	5,370.00
BI-WEEKLY	1,941.69	2,038.62	2,140.62	2,247.69	2,360.31	2,478.46
HOURLY	24.2712	25.4827	26.7577	28.0962	29.5038	30.9808

40 Engineering Aide
40 FCC Education Assistant III
40 FCC Program Assistant III
40 Public Works Coordinator
40 Sr. Transit Utility Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	51,744.00	54,336.00	57,048.00	59,904.00	62,904.00	66,048.00
MONTHLY	4,312.00	4,528.00	4,754.00	4,992.00	5,242.00	5,504.00
BI-WEEKLY	1,990.15	2,089.85	2,194.15	2,304.00	2,419.38	2,540.31
HOURLY	24.8769	26.1231	27.4269	28.8000	30.2423	31.7538

41 Permit/Licensing Technician I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	53,040.00	55,692.00	58,476.00	61,404.00	64,476.00	67,704.00
MONTHLY	4,420.00	4,641.00	4,873.00	5,117.00	5,373.00	5,642.00
BI-WEEKLY	2,040.00	2,142.00	2,249.08	2,361.69	2,479.85	2,604.00
HOURLY	25.5000	26.7750	28.1135	29.5212	30.9981	32.5500

42 Community Center Coordinator
42 Community Services Officer
42 Human Services Coordinator
42 Police Records Technician II
42 Police Service Officer
42 Recreation Coordinator
42 Secretary
42 Tree Trimmer I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	54,372.00	57,096.00	59,952.00	62,952.00	66,096.00	69,396.00
MONTHLY	4,531.00	4,758.00	4,996.00	5,246.00	5,508.00	5,783.00
BI-WEEKLY	2,091.23	2,196.00	2,305.85	2,421.23	2,542.15	2,669.08
HOURLY	26.1404	27.4500	28.8231	30.2654	31.7769	33.3635

43 Administrative Aide
43 Building Maintenance Worker
43 Cement Finisher
43 Human Resources / Department Coordinator
43 Payroll / Personnel Technician
43 Senior Citizens Social Services Coordinator
43 Transit Maintenance Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	55,728.00	58,512.00	61,440.00	64,512.00	67,740.00	71,124.00
MONTHLY	4,644.00	4,876.00	5,120.00	5,376.00	5,645.00	5,927.00
BI-WEEKLY	2,143.38	2,250.46	2,363.08	2,481.23	2,605.38	2,735.54
HOURLY	26.7923	28.1308	29.5385	31.0154	32.5673	34.1942

44 Administrative Secretary
44 Building Aide
44 Building/Planning Technician
44 Permit/Licensing Technician II
44 Sewer Maintenance Worker
44 Tree Trimmer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,120.00	59,976.00	62,976.00	66,120.00	69,432.00	72,900.00
MONTHLY	4,760.00	4,998.00	5,248.00	5,510.00	5,786.00	6,075.00
BI-WEEKLY	2,196.92	2,306.77	2,422.15	2,543.08	2,670.46	2,803.85
HOURLY	27.4615	28.8346	30.2769	31.7885	33.3808	35.0481

45 Street Sweeper Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	58,548.00	61,476.00	64,548.00	67,776.00	71,160.00	74,724.00
MONTHLY	4,879.00	5,123.00	5,379.00	5,648.00	5,930.00	6,227.00
BI-WEEKLY	2,251.85	2,364.46	2,482.62	2,606.77	2,736.92	2,874.00
HOURLY	28.1481	29.5558	31.0327	32.5846	34.2115	35.9250

46 Heavy Equipment Operator
46 Street Traffic Painter

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,012.00	63,012.00	66,168.00	69,480.00	72,960.00	76,608.00
MONTHLY	5,001.00	5,251.00	5,514.00	5,790.00	6,080.00	6,384.00
BI-WEEKLY	2,308.15	2,423.54	2,544.92	2,672.31	2,806.15	2,946.46
HOURLY	28.8519	30.2942	31.8115	33.4038	35.0769	36.8308

47 Equipment Mechanic
47 Graphics Technician
47 Maintenance Painter
47 Senior Building Maintenance Worker
47 Transit Mechanic
47 Transit Parts/Storeroom Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,512.00	64,584.00	67,812.00	71,208.00	74,772.00	78,516.00
MONTHLY	5,126.00	5,382.00	5,651.00	5,934.00	6,231.00	6,543.00
BI-WEEKLY	2,365.85	2,484.00	2,608.15	2,738.77	2,875.85	3,019.85
HOURLY	29.5731	31.0500	32.6019	34.2346	35.9481	37.7481

48 Custodian-Lead
48 Financial Services Technician
48 Human Resources Technician
48 Junior Accountant
48 Payroll Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,048.00	66,204.00	69,516.00	72,996.00	76,644.00	80,472.00
MONTHLY	5,254.00	5,517.00	5,793.00	6,083.00	6,387.00	6,706.00
BI-WEEKLY	2,424.92	2,546.31	2,673.69	2,807.54	2,947.85	3,095.08
HOURLY	30.3115	31.8288	33.4212	35.0942	36.8481	38.6885

49 Administrative Analyst I
49 Community Services Counselor
49 Program Coordinator
49 Recreation Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,620.00	67,848.00	71,244.00	74,808.00	78,552.00	82,476.00
MONTHLY	5,385.00	5,654.00	5,937.00	6,234.00	6,546.00	6,873.00
BI-WEEKLY	2,485.38	2,609.54	2,740.15	2,877.23	3,021.23	3,172.15
HOURLY	31.0673	32.6192	34.2519	35.9654	37.7654	39.6519

50 Case Management Supervisor/Instructor
50 Transit Dispatcher/Operations Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	66,240.00	69,552.00	73,032.00	76,680.00	80,520.00	84,552.00
MONTHLY	5,520.00	5,796.00	6,086.00	6,390.00	6,710.00	7,046.00
BI-WEEKLY	2,547.69	2,675.08	2,808.92	2,949.23	3,096.92	3,252.00
HOURLY	31.8462	33.4385	35.1115	36.8654	38.7115	40.6500

51 Electrical/Signal Technician I
51 Emergency Preparedness Coordinator
51 Engineering Technician
51 Executive Assistant to Chief of Police
51 General Building Inspector
51 Information Technology Coordinator
51 Lead Equipment Mechanic
51 Planning Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,896.00	71,292.00	74,856.00	78,600.00	82,536.00	86,664.00
MONTHLY	5,658.00	5,941.00	6,238.00	6,550.00	6,878.00	7,222.00
BI-WEEKLY	2,611.38	2,742.00	2,879.08	3,023.08	3,174.46	3,333.23
HOURLY	32.6423	34.2750	35.9885	37.7885	39.6808	41.6654

52

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,588.00	73,068.00	76,716.00	80,556.00	84,588.00	88,812.00
MONTHLY	5,799.00	6,089.00	6,393.00	6,713.00	7,049.00	7,401.00
BI-WEEKLY	2,676.46	2,810.31	2,950.62	3,098.31	3,253.38	3,415.85
HOURLY	33.4558	35.1288	36.8827	38.7288	40.6673	42.6981

53 Code Enforcement Officer
53 FCC Education Coordinator
53 Park Maintenance Lead
53 Public Works Inspector
53 Public Works Lead
53 Transit Operations Training Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	71,328.00	74,892.00	78,636.00	82,572.00	86,700.00	91,032.00
MONTHLY	5,944.00	6,241.00	6,553.00	6,881.00	7,225.00	7,586.00
BI-WEEKLY	2,743.38	2,880.46	3,024.46	3,175.85	3,334.62	3,501.23
HOURLY	34.2923	36.0058	37.8058	39.6981	41.6827	43.7654

54 Administrative Analyst II
54 Building Maintenance Lead
54 Forensic Technician
54 Transit Marketing Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	73,116.00	76,776.00	80,616.00	84,648.00	88,884.00	93,324.00
MONTHLY	6,093.00	6,398.00	6,718.00	7,054.00	7,407.00	7,777.00
BI-WEEKLY	2,812.15	2,952.92	3,100.62	3,255.69	3,418.62	3,589.38
HOURLY	35.1519	36.9115	38.7577	40.6962	42.7327	44.8673

55 Electrical/Signal Technician II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,940.00	78,684.00	82,620.00	86,748.00	91,080.00	95,640.00
MONTHLY	6,245.00	6,557.00	6,885.00	7,229.00	7,590.00	7,970.00
BI-WEEKLY	2,882.31	3,026.31	3,177.69	3,336.46	3,503.08	3,678.46
HOURLY	36.0288	37.8288	39.7212	41.7058	43.7885	45.9808

56 Administrative Coordinator
56 Assistant Engineer
56 FCC Program Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,812.00	80,652.00	84,684.00	88,920.00	93,372.00	98,040.00
MONTHLY	6,401.00	6,721.00	7,057.00	7,410.00	7,781.00	8,170.00
BI-WEEKLY	2,954.31	3,102.00	3,257.08	3,420.00	3,591.23	3,770.77
HOURLY	36.9288	38.7750	40.7135	42.7500	44.8904	47.1346

57 Senior Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	78,732.00	82,668.00	86,796.00	91,140.00	95,700.00	100,488.00
MONTHLY	6,561.00	6,889.00	7,233.00	7,595.00	7,975.00	8,374.00
BI-WEEKLY	3,028.15	3,179.54	3,338.31	3,505.38	3,680.77	3,864.92
HOURLY	37.8519	39.7442	41.7288	43.8173	46.0096	48.3115

58

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,700.00	84,732.00	88,968.00	93,420.00	98,088.00	102,996.00
MONTHLY	6,725.00	7,061.00	7,414.00	7,785.00	8,174.00	8,583.00
BI-WEEKLY	3,103.85	3,258.92	3,421.85	3,593.08	3,772.62	3,961.38
HOURLY	38.7981	40.7365	42.7731	44.9135	47.1577	49.5173

59 Administrative Support Services Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	82,716.00	86,856.00	91,200.00	95,760.00	100,548.00	105,576.00
MONTHLY	6,893.00	7,238.00	7,600.00	7,980.00	8,379.00	8,798.00
BI-WEEKLY	3,181.38	3,340.62	3,507.69	3,683.08	3,867.23	4,060.62
HOURLY	39.7673	41.7577	43.8462	46.0385	48.3404	50.7577

60

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	84,780.00	89,016.00	93,468.00	98,136.00	103,044.00	108,192.00
MONTHLY	7,065.00	7,418.00	7,789.00	8,178.00	8,587.00	9,016.00
BI-WEEKLY	3,260.77	3,423.69	3,594.92	3,774.46	3,963.23	4,161.23
HOURLY	40.7596	42.7962	44.9365	47.1808	49.5404	52.0154

61 Administrative Analyst III
61 Associate Engineer
61 Information Technology Systems Analyst - Transit
61 Transit Planning and Scheduling Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,904.00	91,248.00	95,808.00	100,596.00	105,624.00	110,904.00
MONTHLY	7,242.00	7,604.00	7,984.00	8,383.00	8,802.00	9,242.00
BI-WEEKLY	3,342.46	3,509.54	3,684.92	3,869.08	4,062.46	4,265.54
HOURLY	41.7808	43.8692	46.0615	48.3635	50.7808	53.3192

62 Information Technology Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,076.00	93,528.00	98,208.00	103,116.00	108,276.00	113,688.00
MONTHLY	7,423.00	7,794.00	8,184.00	8,593.00	9,023.00	9,474.00
BI-WEEKLY	3,426.00	3,597.23	3,777.23	3,966.00	4,164.46	4,372.62
HOURLY	42.8250	44.9654	47.2154	49.5750	52.0558	54.6577

63

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	91,308.00	95,868.00	100,656.00	105,684.00	110,964.00	116,508.00
MONTHLY	7,609.00	7,989.00	8,388.00	8,807.00	9,247.00	9,709.00
BI-WEEKLY	3,511.85	3,687.23	3,871.38	4,064.77	4,267.85	4,481.08
HOURLY	43.8981	46.0904	48.3923	50.8096	53.3481	56.0135

64

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	93,588.00	98,268.00	103,176.00	108,336.00	113,748.00	119,436.00
MONTHLY	7,799.00	8,189.00	8,598.00	9,028.00	9,479.00	9,953.00
BI-WEEKLY	3,599.54	3,779.54	3,968.31	4,166.77	4,374.92	4,593.69
HOURLY	44.9942	47.2442	49.6038	52.0846	54.6865	57.4212

65

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	95,928.00	100,728.00	105,768.00	111,060.00	116,616.00	122,448.00
MONTHLY	7,994.00	8,394.00	8,814.00	9,255.00	9,718.00	10,204.00
BI-WEEKLY	3,689.54	3,874.15	4,068.00	4,271.54	4,485.23	4,709.54
HOURLY	46.1192	48.4269	50.8500	53.3942	56.0654	58.8692

66 Civil Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	98,328.00	103,248.00	108,408.00	113,832.00	119,520.00	125,496.00
MONTHLY	8,194.00	8,604.00	9,034.00	9,486.00	9,960.00	10,458.00
BI-WEEKLY	3,781.85	3,971.08	4,169.54	4,378.15	4,596.92	4,826.77
HOURLY	47.2731	49.6385	52.1192	54.7269	57.4615	60.3346

67

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	100,788.00	105,828.00	111,120.00	116,676.00	122,508.00	128,628.00
MONTHLY	8,399.00	8,819.00	9,260.00	9,723.00	10,209.00	10,719.00
BI-WEEKLY	3,876.46	4,070.31	4,273.85	4,487.54	4,711.85	4,947.23
HOURLY	48.4558	50.8788	53.4231	56.0942	58.8981	61.8404

90 Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	54,948.00	57,696.00	60,576.00	63,600.00	66,780.00	70,116.00
MONTHLY	4,579.00	4,808.00	5,048.00	5,300.00	5,565.00	5,843.00
BI-WEEKLY	2,113.38	2219.08	2329.85	2,446.15	2,568.46	2,696.77
HOURLY	26.4173	27.7385	29.1231	30.5769	32.1058	33.7096
Specialty - 5%	228.95	240.40	252.40	265.00	278.25	292.15

104

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	58,800.00	61,740.00	64,824.00	68,064.00	71,472.00	75,048.00
MONTHLY	4,900.00	5,145.00	5,402.00	5,672.00	5,956.00	6,254.00
BI-WEEKLY	2,261.54	2,374.62	2,493.23	2,617.85	2,748.92	2,886.46
HOURLY	28.2692	29.6827	31.1654	32.7231	34.3615	36.0808
Lgy Bonus 20	122.50	128.63	135.05	141.80	148.90	156.35
Lgy Bonus 25	245.00	257.25	270.10	283.60	297.80	312.70
Lgy Bonus 30	367.50	385.88	405.15	425.40	446.70	469.05

105

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,276.00	63,288.00	66,456.00	69,780.00	73,272.00	76,932.00
MONTHLY	5,023.00	5,274.00	5,538.00	5,815.00	6,106.00	6,411.00
BI-WEEKLY	2,318.31	2434.15	2556.00	2683.85	2818.15	2958.92
HOURLY	28.9788	30.4269	31.9500	33.5481	35.2269	36.9865
Lgy Bonus 20	125.58	131.85	138.45	145.38	152.65	160.28
Lgy Bonus 25	251.15	263.70	276.90	290.75	305.30	320.55
Lgy Bonus 30	376.73	395.55	415.35	436.13	457.95	480.83

106

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,788.00	64,872.00	68,112.00	71,520.00	75,096.00	78,852.00
MONTHLY	5,149.00	5,406.00	5,676.00	5,960.00	6,258.00	6,571.00
BI-WEEKLY	2,376.46	2,495.08	2,619.69	2,750.77	2,888.31	3,032.77
HOURLY	29.7058	31.1885	32.7462	34.3846	36.1038	37.9096
Lgy Bonus 20	128.73	135.15	141.90	149.00	156.45	164.28
Lgy Bonus 25	257.45	270.30	283.80	298.00	312.90	328.55
Lgy Bonus 30	386.18	405.45	425.70	447.00	469.35	492.83

107

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,336.00	66,504.00	69,828.00	73,320.00	76,992.00	80,844.00
MONTHLY	5,278.00	5,542.00	5,819.00	6,110.00	6,416.00	6,737.00
BI-WEEKLY	2,436.00	2,557.85	2,685.69	2,820.00	2,961.23	3,109.38
HOURLY	30.4500	31.9731	33.5712	35.2500	37.0154	38.8673
Lgy Bonus 20	131.95	138.55	145.48	152.75	160.40	168.43
Lgy Bonus 25	263.90	277.10	290.95	305.50	320.80	336.85
Lgy Bonus 30	395.85	415.65	436.43	458.25	481.20	505.28

108 Economic Development Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,920.00	68,172.00	71,580.00	75,156.00	78,912.00	82,860.00
MONTHLY	5,410.00	5,681.00	5,965.00	6,263.00	6,576.00	6,905.00
BI-WEEKLY	2,496.92	2,622.00	2,753.08	2,890.62	3,035.08	3,186.92
HOURLY	31.2115	32.7750	34.4135	36.1327	37.9385	39.8365
Lgy Bonus 20	135.25	142.03	149.13	156.58	164.40	172.63
Lgy Bonus 25	270.50	284.05	298.25	313.15	328.80	345.25
Lgy Bonus 30	405.75	426.08	447.38	469.73	493.20	517.88

109

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	66,540.00	69,864.00	73,356.00	77,028.00	80,880.00	84,924.00
MONTHLY	5,545.00	5,822.00	6,113.00	6,419.00	6,740.00	7,077.00
BI-WEEKLY	2,559.23	2,687.08	2,821.38	2,962.62	3,110.77	3,266.31
HOURLY	31.9904	33.5885	35.2673	37.0327	38.8846	40.8288
Lgy Bonus 20	138.63	145.55	152.83	160.48	168.50	176.93
Lgy Bonus 25	277.25	291.10	305.65	320.95	337.00	353.85
Lgy Bonus 30	415.88	436.65	458.48	481.43	505.50	530.78

110

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,208.00	71,616.00	75,192.00	78,948.00	82,896.00	87,036.00
MONTHLY	5,684.00	5,968.00	6,266.00	6,579.00	6,908.00	7,253.00
BI-WEEKLY	2,623.38	2,754.46	2,892.00	3,036.46	3,188.31	3,347.54
HOURLY	32.7923	34.4308	36.1500	37.9558	39.8538	41.8442
Lgy Bonus 20	142.10	149.20	156.65	164.48	172.70	181.33
Lgy Bonus 25	284.20	298.40	313.30	328.95	345.40	362.65
Lgy Bonus 30	426.30	447.60	469.95	493.43	518.10	543.98

111

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,912.00	73,404.00	77,076.00	80,928.00	84,972.00	89,220.00
MONTHLY	5,826.00	6,117.00	6,423.00	6,744.00	7,081.00	7,435.00
BI-WEEKLY	2,688.92	2,823.23	2,964.46	3,112.62	3,268.15	3,431.54
HOURLY	33.6115	35.2904	37.0558	38.9077	40.8519	42.8942
Lgy Bonus 20	145.65	152.93	160.58	168.60	177.03	185.88
Lgy Bonus 25	291.30	305.85	321.15	337.20	354.05	371.75
Lgy Bonus 30	436.95	458.78	481.73	505.80	531.08	557.63

112

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	71,664.00	75,252.00	79,020.00	82,968.00	87,120.00	91,476.00
MONTHLY	5,972.00	6,271.00	6,585.00	6,914.00	7,260.00	7,623.00
BI-WEEKLY	2,756.31	2,894.31	3,039.23	3,191.08	3,350.77	3,518.31
HOURLY	34.4538	36.1788	37.9904	39.8885	41.8846	43.9788
Lgy Bonus 20	149.30	156.78	164.63	172.85	181.50	190.58
Lgy Bonus 25	298.60	313.55	329.25	345.70	363.00	381.15
Lgy Bonus 30	447.90	470.33	493.88	518.55	544.50	571.73

113

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	73,452.00	77,124.00	80,976.00	85,020.00	89,268.00	93,732.00
MONTHLY	6,121.00	6,427.00	6,748.00	7,085.00	7,439.00	7,811.00
BI-WEEKLY	2,825.08	2,966.31	3,114.46	3,270.00	3,433.38	3,605.08
HOURLY	35.3135	37.0788	38.9308	40.8750	42.9173	45.0635
Lgy Bonus 20	153.03	160.68	168.70	177.13	185.98	195.28
Lgy Bonus 25	306.05	321.35	337.40	354.25	371.95	390.55
Lgy Bonus 30	459.08	482.03	506.10	531.38	557.93	585.83

114

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	75,288.00	79,056.00	83,004.00	87,156.00	91,512.00	96,084.00
MONTHLY	6,274.00	6,588.00	6,917.00	7,263.00	7,626.00	8,007.00
BI-WEEKLY	2,895.69	3,040.62	3,192.46	3,352.15	3,519.69	3,695.54
HOURLY	36.1962	38.0077	39.9058	41.9019	43.9962	46.1942
Lgy Bonus 20	156.85	164.70	172.93	181.58	190.65	200.18
Lgy Bonus 25	313.70	329.40	345.85	363.15	381.30	400.35
Lgy Bonus 30	470.55	494.10	518.78	544.73	571.95	600.53

115 Deputy City Clerk/Records Management Officer
115 Deputy City Treasurer
115 Human Resources Analyst
115 Risk Management Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,172.00	81,036.00	85,092.00	89,352.00	93,816.00	98,508.00
MONTHLY	6,431.00	6,753.00	7,091.00	7,446.00	7,818.00	8,209.00
BI-WEEKLY	2,968.15	3,116.77	3,272.77	3,436.62	3,608.31	3,788.77
HOURLY	37.1019	38.9596	40.9096	42.9577	45.1038	47.3596
Lgy Bonus 20	160.78	168.83	177.28	186.15	195.45	205.23
Lgy Bonus 25	321.55	337.65	354.55	372.30	390.90	410.45
Lgy Bonus 30	482.33	506.48	531.83	558.45	586.35	615.68

116

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,104.00	83,064.00	87,216.00	91,572.00	96,156.00	100,968.00
MONTHLY	6,592.00	6,922.00	7,268.00	7,631.00	8,013.00	8,414.00
BI-WEEKLY	3,042.46	3,194.77	3,354.46	3,522.00	3,698.31	3,883.38
HOURLY	38.0308	39.9346	41.9308	44.0250	46.2288	48.5423
Lgy Bonus 20	164.80	173.05	181.70	190.78	200.33	210.35
Lgy Bonus 25	329.60	346.10	363.40	381.55	400.65	420.70
Lgy Bonus 30	494.40	519.15	545.10	572.33	600.98	631.05

117 Transportation Operations Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,084.00	85,140.00	89,400.00	93,876.00	98,568.00	103,500.00
MONTHLY	6,757.00	7,095.00	7,450.00	7,823.00	8,214.00	8,625.00
BI-WEEKLY	3,118.62	3,274.62	3,438.46	3,610.62	3,791.08	3,980.77
HOURLY	38.9827	40.9327	42.9808	45.1327	47.3885	49.7596
Lgy Bonus 20	168.93	177.38	186.25	195.58	205.35	215.63
Lgy Bonus 25	337.85	354.75	372.50	391.15	410.70	431.25
Lgy Bonus 30	506.78	532.13	558.75	586.73	616.05	646.88

118 Administrative Management Analyst I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,112.00	87,264.00	91,632.00	96,216.00	101,028.00	106,080.00
MONTHLY	6,926.00	7,272.00	7,636.00	8,018.00	8,419.00	8,840.00
BI-WEEKLY	3,196.62	3,356.31	3,524.31	3,700.62	3,885.69	4,080.00
HOURLY	39.9577	41.9538	44.0538	46.2577	48.5712	51.0000
Lgy Bonus 20	173.15	181.80	190.90	200.45	210.48	221.00
Lgy Bonus 25	346.30	363.60	381.80	400.90	420.95	442.00
Lgy Bonus 30	519.45	545.40	572.70	601.35	631.43	663.00

119 Accountant/Cost Accountant
119 Facilities Maintenance Supervisor
119 Fleet Maintenance Supervisor
119 Recreation Services Manager
119 Transit Training and Safety Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	85,188.00	89,448.00	93,924.00	98,616.00	103,548.00	108,720.00
MONTHLY	7,099.00	7,454.00	7,827.00	8,218.00	8,629.00	9,060.00
BI-WEEKLY	3,276.46	3,440.31	3,612.46	3,792.92	3,982.62	4,181.54
HOURLY	40.9558	43.0038	45.1558	47.4115	49.7827	52.2692
Lgy Bonus 20	177.48	186.35	195.68	205.45	215.73	226.50
Lgy Bonus 25	354.95	372.70	391.35	410.90	431.45	453.00
Lgy Bonus 30	532.43	559.05	587.03	616.35	647.18	679.50

120 Administrative Management Analyst II
120 Executive Office Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	87,312.00	91,680.00	96,264.00	101,076.00	106,128.00	111,432.00
MONTHLY	7,276.00	7,640.00	8,022.00	8,423.00	8,844.00	9,286.00
BI-WEEKLY	3,358.15	3,526.15	3,702.46	3,887.54	4,081.85	4,285.85
HOURLY	41.9769	44.0769	46.2808	48.5942	51.0231	53.5731
Lgy Bonus 20	181.90	191.00	200.55	210.58	221.10	232.15
Lgy Bonus 25	363.80	382.00	401.10	421.15	442.20	464.30
Lgy Bonus 30	545.70	573.00	601.65	631.73	663.30	696.45

121

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,496.00	93,972.00	98,676.00	103,608.00	108,792.00	114,228.00
MONTHLY	7,458.00	7,831.00	8,223.00	8,634.00	9,066.00	9,519.00
BI-WEEKLY	3,442.15	3,614.31	3,795.23	3,984.92	4,184.31	4,393.38
HOURLY	43.0269	45.1788	47.4404	49.8115	52.3038	54.9173
Lgy Bonus 20	186.45	195.78	205.58	215.85	226.65	237.98
Lgy Bonus 25	372.90	391.55	411.15	431.70	453.30	475.95
Lgy Bonus 30	559.35	587.33	616.73	647.55	679.95	713.93

122 Senior Human Resources Analyst
122 Senior Planner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	91,728.00	96,312.00	101,124.00	106,176.00	111,480.00	117,060.00
MONTHLY	7,644.00	8,026.00	8,427.00	8,848.00	9,290.00	9,755.00
BI-WEEKLY	3,528.00	3,704.31	3,889.38	4,083.69	4,287.69	4,502.31
HOURLY	44.1000	46.3038	48.6173	51.0462	53.5962	56.2788
Lgy Bonus 20	191.10	200.65	210.68	221.20	232.25	243.88
Lgy Bonus 25	382.20	401.30	421.35	442.40	464.50	487.75
Lgy Bonus 30	573.30	601.95	632.03	663.60	696.75	731.63

123

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	94,020.00	98,724.00	103,656.00	108,840.00	114,288.00	120,000.00
MONTHLY	7,835.00	8,227.00	8,638.00	9,070.00	9,524.00	10,000.00
BI-WEEKLY	3,616.15	3,797.08	3,986.77	4,186.15	4,395.69	4,615.38
HOURLY	45.2019	47.4635	49.8346	52.3269	54.9462	57.6923
Lgy Bonus 20	195.88	205.68	215.95	226.75	238.10	250.00
Lgy Bonus 25	391.75	411.35	431.90	453.50	476.20	500.00
Lgy Bonus 30	587.63	617.03	647.85	680.25	714.30	750.00

124 Senior Administrative Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	96,372.00	101,196.00	106,260.00	111,576.00	117,156.00	123,012.00
MONTHLY	8,031.00	8,433.00	8,855.00	9,298.00	9,763.00	10,251.00
BI-WEEKLY	3,706.62	3,892.15	4,086.92	4,291.38	4,506.00	4,731.23
HOURLY	46.3327	48.6519	51.0865	53.6423	56.3250	59.1404
Lgy Bonus 20	200.78	210.83	221.38	232.45	244.08	256.28
Lgy Bonus 25	401.55	421.65	442.75	464.90	488.15	512.55
Lgy Bonus 30	602.33	632.48	664.13	697.35	732.23	768.83

125 Public Information Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	98,784.00	103,728.00	108,912.00	114,360.00	120,084.00	126,084.00
MONTHLY	8,232.00	8,644.00	9,076.00	9,530.00	10,007.00	10,507.00
BI-WEEKLY	3,799.38	3,989.54	4,188.92	4,398.46	4,618.62	4,849.38
HOURLY	47.4923	49.8692	52.3615	54.9808	57.7327	60.6173
Lgy Bonus 20	205.80	216.10	226.90	238.25	250.18	262.68
Lgy Bonus 25	411.60	432.20	453.80	476.50	500.35	525.35
Lgy Bonus 30	617.40	648.30	680.70	714.75	750.53	788.03

126 Administrative Services Manager
126 Community Development Manager
126 Economic Development Manager
126 Family Child Care Manager
126 Recreation & Human Services Superintendent
126 Transportation Administrative Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	101,256.00	106,320.00	111,636.00	117,216.00	123,072.00	129,228.00
MONTHLY	8,438.00	8,860.00	9,303.00	9,768.00	10,256.00	10,769.00
BI-WEEKLY	3,894.46	4,089.23	4,293.69	4,508.31	4,733.54	4,970.31
HOURLY	48.6808	51.1154	53.6712	56.3538	59.1692	62.1288
Lgy Bonus 20	210.95	221.50	232.58	244.20	256.40	269.23
Lgy Bonus 25	421.90	443.00	465.15	488.40	512.80	538.45
Lgy Bonus 30	632.85	664.50	697.73	732.60	769.20	807.68

127

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	103,788.00	108,972.00	114,420.00	120,144.00	126,156.00	132,468.00
MONTHLY	8,649.00	9,081.00	9,535.00	10,012.00	10,513.00	11,039.00
BI-WEEKLY	3,991.85	4,191.23	4,400.77	4,620.92	4,852.15	5,094.92
HOURLY	49.8981	52.3904	55.0096	57.7615	60.6519	63.6865
Lgy Bonus 20	216.23	227.03	238.38	250.30	262.83	275.98
Lgy Bonus 25	432.45	454.05	476.75	500.60	525.65	551.95
Lgy Bonus 30	648.68	681.08	715.13	750.90	788.48	827.93

128 Equipment Maintenance Superintendent
128 Finance and Administrative Services Manager
128 Financial Services Manager
128 Transit Maintenance Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	106,380.00	111,696.00	117,276.00	123,144.00	129,300.00	135,768.00
MONTHLY	8,865.00	9,308.00	9,773.00	10,262.00	10,775.00	11,314.00
BI-WEEKLY	4,091.54	4,296.00	4,510.62	4,736.31	4,973.08	5,221.85
HOURLY	51.1442	53.7000	56.3827	59.2038	62.1635	65.2731
Lgy Bonus 20	221.63	232.70	244.33	256.55	269.38	282.85
Lgy Bonus 25	443.25	465.40	488.65	513.10	538.75	565.70
Lgy Bonus 30	664.88	698.10	732.98	769.65	808.13	848.55

129

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	109,044.00	114,492.00	120,216.00	126,228.00	132,540.00	139,164.00
MONTHLY	9,087.00	9,541.00	10,018.00	10,519.00	11,045.00	11,597.00
BI-WEEKLY	4,194.00	4,403.54	4,623.69	4,854.92	5,097.69	5,352.46
HOURLY	52.4250	55.0442	57.7962	60.6865	63.7212	66.9058
Lgy Bonus 20	227.18	238.53	250.45	262.98	276.13	289.93
Lgy Bonus 25	454.35	477.05	500.90	525.95	552.25	579.85
Lgy Bonus 30	681.53	715.58	751.35	788.93	828.38	869.78

130 Accounting/Finance Manager
130 Information Technology Manager
130 Park Maintenance Superintendent
130 Recreation Program Administrator
130 Street Maintenance Superintendent

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	111,768.00	117,360.00	123,228.00	129,384.00	135,852.00	142,644.00
MONTHLY	9,314.00	9,780.00	10,269.00	10,782.00	11,321.00	11,887.00
BI-WEEKLY	4,298.77	4,513.85	4,739.54	4,976.31	5,225.08	5,486.31
HOURLY	53.7346	56.4231	59.2442	62.2038	65.3135	68.5788
Lgy Bonus 20	232.85	244.50	256.73	269.55	283.03	297.18
Lgy Bonus 25	465.70	489.00	513.45	539.10	566.05	594.35
Lgy Bonus 30	698.55	733.50	770.18	808.65	849.08	891.53

131 Plan Check Engineer
131 Transit Operations Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	114,564.00	120,288.00	126,300.00	132,612.00	139,248.00	146,208.00
MONTHLY	9,547.00	10,024.00	10,525.00	11,051.00	11,604.00	12,184.00
BI-WEEKLY	4,406.31	4,626.46	4,857.69	5,100.46	5,355.69	5,623.38
HOURLY	55.0788	57.8308	60.7212	63.7558	66.9462	70.2923
Lgy Bonus 20	238.68	250.60	263.13	276.28	290.10	304.60
Lgy Bonus 25	477.35	501.20	526.25	552.55	580.20	609.20
Lgy Bonus 30	716.03	751.80	789.38	828.83	870.30	913.80

132 FCC Therapist/Trainer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	117,432.00	123,300.00	129,468.00	135,936.00	142,728.00	149,868.00
MONTHLY	9,786.00	10,275.00	10,789.00	11,328.00	11,894.00	12,489.00
BI-WEEKLY	4,516.62	4,742.31	4,979.54	5,228.31	5,489.54	5,764.15
HOURLY	56.4577	59.2788	62.2442	65.3538	68.6192	72.0519
Lgy Bonus 20	244.65	256.88	269.73	283.20	297.35	312.23
Lgy Bonus 25	489.30	513.75	539.45	566.40	594.70	624.45
Lgy Bonus 30	733.95	770.63	809.18	849.60	892.05	936.68

133 Human Resources Manager
133 Public Works Superintendent

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	120,372.00	126,396.00	132,720.00	139,356.00	146,328.00	153,648.00
MONTHLY	10,031.00	10,533.00	11,060.00	11,613.00	12,194.00	12,804.00
BI-WEEKLY	4,629.69	4,861.38	5,104.62	5,359.85	5,628.00	5,909.54
HOURLY	57.8712	60.7673	63.8077	66.9981	70.3500	73.8692
Lgy Bonus 20	250.78	263.33	276.50	290.33	304.85	320.10
Lgy Bonus 25	501.55	526.65	553.00	580.65	609.70	640.20
Lgy Bonus 30	752.33	789.98	829.50	870.98	914.55	960.30

134 Assistant to the City Manager
134 Transit Administrative Officer
134 Transit Operations Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	123,384.00	129,552.00	136,032.00	142,836.00	149,976.00	157,476.00
MONTHLY	10,282.00	10,796.00	11,336.00	11,903.00	12,498.00	13,123.00
BI-WEEKLY	4,745.54	4,982.77	5,232.00	5,493.69	5,768.31	6,056.77
HOURLY	59.3192	62.2846	65.4000	68.6712	72.1038	75.7096
Lgy Bonus 20	257.05	269.90	283.40	297.58	312.45	328.08
Lgy Bonus 25	514.10	539.80	566.80	595.15	624.90	656.15
Lgy Bonus 30	771.15	809.70	850.20	892.73	937.35	984.23

135

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	126,468.00	132,792.00	139,428.00	146,400.00	153,720.00	161,412.00
MONTHLY	10,539.00	11,066.00	11,619.00	12,200.00	12,810.00	13,451.00
BI-WEEKLY	4,864.15	5,107.38	5,362.62	5,630.77	5,912.31	6,208.15
HOURLY	60.8019	63.8423	67.0327	70.3846	73.9038	77.6019
Lgy Bonus 20	263.48	276.65	290.48	305.00	320.25	336.28
Lgy Bonus 25	526.95	553.30	580.95	610.00	640.50	672.55
Lgy Bonus 30	790.43	829.95	871.43	915.00	960.75	1008.83

136

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	129,624.00	136,104.00	142,908.00	150,048.00	157,548.00	165,420.00
MONTHLY	10,802.00	11,342.00	11,909.00	12,504.00	13,129.00	13,785.00
BI-WEEKLY	4,985.54	5,234.77	5,496.46	5,771.08	6,059.54	6,362.31
HOURLY	62.3192	65.4346	68.7058	72.1385	75.7442	79.5288
Lgy Bonus 20	270.05	283.55	297.73	312.60	328.23	344.63
Lgy Bonus 25	540.10	567.10	595.45	625.20	656.45	689.25
Lgy Bonus 30	810.15	850.65	893.18	937.80	984.68	1033.88

137

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	132,864.00	139,512.00	146,484.00	153,804.00	161,496.00	169,572.00
MONTHLY	11,072.00	11,626.00	12,207.00	12,817.00	13,458.00	14,131.00
BI-WEEKLY	5,110.15	5,365.85	5,634.00	5,915.54	6,211.38	6,522.00
HOURLY	63.8769	67.0731	70.4250	73.9442	77.6423	81.5250
Lgy Bonus 20	276.80	290.65	305.18	320.43	336.45	353.28
Lgy Bonus 25	553.60	581.30	610.35	640.85	672.90	706.55
Lgy Bonus 30	830.40	871.95	915.53	961.28	1009.35	1059.83

138 Principal Civil Engineer
138 Chief Fiscal Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	136,188.00	142,992.00	150,144.00	157,656.00	165,540.00	173,820.00
MONTHLY	11,349.00	11,916.00	12,512.00	13,138.00	13,795.00	14,485.00
BI-WEEKLY	5,238.00	5,499.69	5,774.77	6,063.69	6,366.92	6,685.38
HOURLY	65.4750	68.7462	72.1846	75.7962	79.5865	83.5673
Lgy Bonus 20	283.73	297.90	312.80	328.45	344.88	362.13
Lgy Bonus 25	567.45	595.80	625.60	656.90	689.75	724.25
Lgy Bonus 30	851.18	893.70	938.40	985.35	1034.63	1086.38

139

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	139,596.00	146,580.00	153,912.00	161,604.00	169,680.00	178,164.00
MONTHLY	11,633.00	12,215.00	12,826.00	13,467.00	14,140.00	14,847.00
BI-WEEKLY	5,369.08	5,637.69	5,919.69	6,215.54	6,526.15	6,852.46
HOURLY	67.1135	70.4712	73.9962	77.6942	81.5769	85.6558
Lgy Bonus 20	290.83	305.38	320.65	336.68	353.50	371.18
Lgy Bonus 25	581.65	610.75	641.30	673.35	707.00	742.35
Lgy Bonus 30	872.48	916.13	961.95	1010.03	1060.50	1113.53

140

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	143,088.00	150,240.00	157,752.00	165,636.00	173,916.00	182,616.00
MONTHLY	11,924.00	12,520.00	13,146.00	13,803.00	14,493.00	15,218.00
BI-WEEKLY	5,503.38	5,778.46	6,067.38	6,370.62	6,689.08	7,023.69
HOURLY	68.7923	72.2308	75.8423	79.6327	83.6135	87.7962
Lgy Bonus 20	298.10	313.00	328.65	345.08	362.33	380.45
Lgy Bonus 25	596.20	626.00	657.30	690.15	724.65	760.90
Lgy Bonus 30	894.30	939.00	985.95	1035.23	1086.98	1141.35

141 Assistant Public Works Director/City Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	146,664.00	153,996.00	161,700.00	169,788.00	178,272.00	187,188.00
MONTHLY	12,222.00	12,833.00	13,475.00	14,149.00	14,856.00	15,599.00
BI-WEEKLY	5,640.92	5,922.92	6,219.23	6,530.31	6,856.62	7,199.54
HOURLY	70.5115	74.0365	77.7404	81.6288	85.7077	89.9942
Lgy Bonus 20	305.55	320.83	336.88	353.73	371.40	389.98
Lgy Bonus 25	611.10	641.65	673.75	707.45	742.80	779.95
Lgy Bonus 30	916.65	962.48	1010.63	1061.18	1114.20	1169.93

142

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	150,336.00	157,848.00	165,744.00	174,036.00	182,736.00	191,868.00
MONTHLY	12,528.00	13,154.00	13,812.00	14,503.00	15,228.00	15,989.00
BI-WEEKLY	5,782.15	6,071.08	6,374.77	6,693.69	7,028.31	7,379.54
HOURLY	72.2769	75.8885	79.6846	83.6712	87.8538	92.2442
Lgy Bonus 20	313.20	328.85	345.30	362.58	380.70	399.73
Lgy Bonus 25	626.40	657.70	690.60	725.15	761.40	799.45
Lgy Bonus 30	939.60	986.55	1035.90	1087.73	1142.10	1199.18

143

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	154,092.00	161,796.00	169,884.00	178,380.00	187,296.00	196,656.00
MONTHLY	12,841.00	13,483.00	14,157.00	14,865.00	15,608.00	16,388.00
BI-WEEKLY	5,926.62	6,222.92	6,534.00	6,860.77	7,203.69	7,563.69
HOURLY	74.0827	77.7865	81.6750	85.7596	90.0462	94.5462
Lgy Bonus 20	321.03	337.08	353.93	371.63	390.20	409.70
Lgy Bonus 25	642.05	674.15	707.85	743.25	780.40	819.40
Lgy Bonus 30	963.08	1011.23	1061.78	1114.88	1170.60	1229.10

144

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	157,944.00	165,840.00	174,132.00	182,844.00	191,988.00	201,588.00
MONTHLY	13,162.00	13,820.00	14,511.00	15,237.00	15,999.00	16,799.00
BI-WEEKLY	6,074.77	6,378.46	6,697.38	7,032.46	7,384.15	7,753.38
HOURLY	75.9346	79.7308	83.7173	87.9058	92.3019	96.9173
Lgy Bonus 20	329.05	345.50	362.78	380.93	399.98	419.98
Lgy Bonus 25	658.10	691.00	725.55	761.85	799.95	839.95
Lgy Bonus 30	987.15	1036.50	1088.33	1142.78	1199.93	1259.93

145

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	161,892.00	169,992.00	178,488.00	187,416.00	196,788.00	206,628.00
MONTHLY	13,491.00	14,166.00	14,874.00	15,618.00	16,399.00	17,219.00
BI-WEEKLY	6,226.62	6,538.15	6,864.92	7,208.31	7,568.77	7,947.23
HOURLY	77.8327	81.7269	85.8115	90.1038	94.6096	99.3404
Lgy Bonus 20	337.28	354.15	371.85	390.45	409.98	430.48
Lgy Bonus 25	674.55	708.30	743.70	780.90	819.95	860.95
Lgy Bonus 30	1011.83	1062.45	1115.55	1171.35	1229.93	1291.43

146

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	165,936.00	174,228.00	182,940.00	192,084.00	201,684.00	211,764.00
MONTHLY	13,828.00	14,519.00	15,245.00	16,007.00	16,807.00	17,647.00
BI-WEEKLY	6,382.15	6,701.08	7,036.15	7,387.85	7,757.08	8,144.77
HOURLY	79.7769	83.7635	87.9519	92.3481	96.9635	101.8096
Lgy Bonus 20	345.70	362.98	381.13	400.18	420.18	441.18
Lgy Bonus 25	691.40	725.95	762.25	800.35	840.35	882.35
Lgy Bonus 30	1037.10	1088.93	1143.38	1200.53	1260.53	1323.53

147

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	170,088.00	178,596.00	187,524.00	196,896.00	206,736.00	217,068.00
MONTHLY	14,174.00	14,883.00	15,627.00	16,408.00	17,228.00	18,089.00
BI-WEEKLY	6,541.85	6,869.08	7,212.46	7,572.92	7,951.38	8,348.77
HOURLY	81.7731	85.8635	90.1558	94.6615	99.3923	104.3596
Lgy Bonus 20	354.35	372.08	390.68	410.20	430.70	452.23
Lgy Bonus 25	708.70	744.15	781.35	820.40	861.40	904.45
Lgy Bonus 30	1063.05	1116.23	1172.03	1230.60	1292.10	1356.68

148

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	174,336.00	183,048.00	192,204.00	201,816.00	211,908.00	222,504.00
MONTHLY	14,528.00	15,254.00	16,017.00	16,818.00	17,659.00	18,542.00
BI-WEEKLY	6,705.23	7,040.31	7,392.46	7,762.15	8,150.31	8,557.85
HOURLY	83.8154	88.0038	92.4058	97.0269	101.8788	106.9731
Lgy Bonus 20	363.20	381.35	400.43	420.45	441.48	463.55
Lgy Bonus 25	726.40	762.70	800.85	840.90	882.95	927.10
Lgy Bonus 30	1089.60	1144.05	1201.28	1261.35	1324.43	1390.65

149

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	178,692.00	187,632.00	197,016.00	206,868.00	217,212.00	228,072.00
MONTHLY	14,891.00	15,636.00	16,418.00	17,239.00	18,101.00	19,006.00
BI-WEEKLY	6,872.77	7,216.62	7,577.54	7,956.46	8,354.31	8,772.00
HOURLY	85.9096	90.2077	94.7192	99.4558	104.4288	109.6500
Lgy Bonus 20	372.28	390.90	410.45	430.98	452.53	475.15
Lgy Bonus 25	744.55	781.80	820.90	861.95	905.05	950.30
Lgy Bonus 30	1116.83	1172.70	1231.35	1292.93	1357.58	1425.45

150 Joint Powers Authority Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,000.00					
MONTHLY	13,000.00					
BI-WEEKLY	6,000.00					
HOURLY	75.0000					

200 Police Trainee

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,368.00	-	-	-	-	-
MONTHLY	6,364.00	-	-	-	-	-
BI-WEEKLY	2,937.23	-	-	-	-	-
HOURLY	36.7154	-	-	-	-	-

201 Police Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,844.00	94,332.00	99,060.00	104,004.00	109,212.00	114,672.00
MONTHLY	7,487.00	7,861.00	8,255.00	8,667.00	9,101.00	9,556.00
BI-WEEKLY	3,455.54	3,628.15	3,810.00	4,000.15	4,200.46	4,410.46
HOURLY	43.1942	45.3519	47.6250	50.0019	52.5058	55.1308
EDUCATIONAL INCENTIVE BONUS						
AA	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96
BA	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96
SPECIALIST	637.58	637.58	637.58	637.58	637.58	637.58
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	894.35	913.05	932.75	953.35	975.05	997.80
Lgy Bonus 26	1,268.70	1,306.10	1,345.50	1,386.70	1,430.10	1,475.60

203 Police Sergeant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	114,828.00	120,564.00	126,588.00	132,924.00	139,572.00	146,556.00
MONTHLY	9,569.00	10,047.00	10,549.00	11,077.00	11,631.00	12,213.00
BI-WEEKLY	4,416.46	4,637.08	4,868.77	5,112.46	5,368.15	5,636.77
HOURLY	55.2058	57.9635	60.8596	63.9058	67.1019	70.4596
EDUCATIONAL INCENTIVE BONUS						
AA	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53
BA	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53
SPECIAL DUTY PAY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	998.45	1,022.35	1,047.45	1,073.85	1,101.55	1,130.65
Lgy Bonus 26	1,476.90	1,524.70	1,574.90	1,627.70	1,683.10	1,741.30

227 Police Lieutenant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	154,104.00	161,808.00	169,896.00	178,392.00	187,308.00	196,668.00
MONTHLY	12,842.00	13,484.00	14,158.00	14,866.00	15,609.00	16,389.00
BI-WEEKLY	5,927.08	6,223.38	6,534.46	6,861.23	7,204.15	7,564.15
HOURLY	74.0885	77.7923	81.6808	85.7654	90.0519	94.5519
EDUCATIONAL INCENTIVE BONUS						
BA	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00
CA POST Mgmt. Cert.	642.10	674.20	707.90	743.30	780.45	819.45
Lgy Bonus 20	642.10	674.20	707.90	743.30	780.45	819.45
Lgy Bonus 26	1,284.20	1,348.40	1,415.80	1,486.60	1,560.90	1,638.90

231 Police Captain

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	183,228.00	192,384.00	202,008.00	212,112.00	222,720.00	233,856.00
MONTHLY	15,269.00	16,032.00	16,834.00	17,676.00	18,560.00	19,488.00
BI-WEEKLY	7,047.23	7,399.38	7,769.54	8,158.15	8,566.15	8,994.46
HOURLY	88.0904	92.4923	97.1192	101.9769	107.0769	112.4308
EDUCATIONAL INCENTIVE BONUS						
BA	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04
CA POST Mgmt. Cert.	763.45	801.60	841.70	883.80	928.00	974.40
Lgy Bonus 20	763.45	801.60	841.70	883.80	928.00	974.40
Lgy Bonus 26	1,526.90	1,603.20	1,683.40	1,767.60	1,856.00	1,948.80

232 Deputy Police Chief

STEP	*1*
ANNUAL	227,436.00
MONTHLY	18,953.00
BI-WEEKLY	8,747.54
HOURLY	109.3442
EDUCATIONAL INCENTIVE BONUS	
BA	2,474.36
CA POST Mgmt. Cert.	947.65
Lgy Bonus 20	947.65
Lgy Bonus 26	1,895.30

301 Mayor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	11,400.00					
MONTHLY	950.00					
BI-WEEKLY	438.46					
HOURLY	5.4808					

302 Councilmember

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	7,800.00					
MONTHLY	650.00					
BI-WEEKLY	300.00					
HOURLY	3.7500					

303 City Clerk

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	12,000.00					
MONTHLY	1,000.00					
BI-WEEKLY	461.54					
HOURLY	5.7692					

304 City Treasurer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	6,000.00					
MONTHLY	500.00					
BI-WEEKLY	230.77					
HOURLY	2.8846					

305 Youth Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	300.00	-	-	-	-	-
MONTHLY	25.00	-	-	-	-	-
BI-WEEKLY	11.54	-	-	-	-	-
HOURLY	0.1442	-	-	-	-	-

306 Human Services Commissioner
306 Recreation Commissioner
306 Rent Mediation Board Member
306 Senior Citizens Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	600.00	-	-	-	-	-
MONTHLY	50.00	-	-	-	-	-
BI-WEEKLY	23.08	-	-	-	-	-
HOURLY	0.2885	-	-	-	-	-

307

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	900.00	-	-	-	-	-
MONTHLY	75.00	-	-	-	-	-
BI-WEEKLY	34.62	-	-	-	-	-
HOURLY	0.4327	-	-	-	-	-

308 Planning Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	1,200.00	-	-	-	-	-
MONTHLY	100.00	-	-	-	-	-
BI-WEEKLY	46.15	-	-	-	-	-
HOURLY	0.5769	-	-	-	-	-

330 Department Heads

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	169,272.00	177,732.00	186,624.00	195,960.00	205,764.00	216,048.00
MONTHLY	14,106.00	14,811.00	15,552.00	16,330.00	17,147.00	18,004.00
BI-WEEKLY	6,510.46	6,835.85	7,177.85	7,536.92	7,914.00	8,309.54
HOURLY	81.3808	85.4481	89.7231	94.2115	98.9250	103.8692
Lgy Bonus 20	352.65	370.28	388.80	408.25	428.68	450.10
Lgy Bonus 25	705.30	740.55	777.60	816.50	857.35	900.20
Lgy Bonus 30	1057.95	1110.83	1166.40	1224.75	1286.03	1350.30

339 Assistant City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	185,808.00	195,096.00	204,852.00	215,100.00	225,852.00	237,144.00
MONTHLY	15,484.00	16,258.00	17,071.00	17,925.00	18,821.00	19,762.00
BI-WEEKLY	7,146.46	7,503.69	7,878.92	8,273.08	8,686.62	9,120.92
HOURLY	89.3308	93.7962	98.4865	103.4135	108.5827	114.0115

340 Police Chief

STEP	*1*
ANNUAL	253,356.00
MONTHLY	21,113.00
BI-WEEKLY	9,744.46
HOURLY	121.8058
Edu Incentive Pay	2,733.56
CA POST Mgmt. Cert.	1,055.65
Lgy Bonus 26	2,111.30

350 City Manager

STEP	*1*
ANNUAL	299,565.00
MONTHLY	24,963.75
BI-WEEKLY	11,521.73
HOURLY	144.0216

CITY OF GARDENA
Gardena, California

CLASS SPECIFICATION
September 2022

Public Information Officer

Job Summary

The Public Information Officer works under the direction of the City Manager to plan, develop, implement, facilitate, and oversee the City's information and media platforms. Providing staff support to the City Manager, City Council, and Departments on city-wide activities and functions; performing analytical and administrative duties pertaining to public outreach and communications; promoting City services and providing related information; and performing other related duties as assigned.

Representative Duties

Assists with the promotion of City services and programs to internal and external audiences; assists with the development and issuance of official City statements for various media platforms; develops and oversees the City's various publications; and researches, compiles, and releases information for the public consumption when needed. Supports other City departments with the promotion, publication, graphical, and informational needs of their programs.; Assists with the development, coordination, and implementation of various City events, including Council related events and employee related events; Provides support to the City Manager and City Council in preparing various communications and information releases, including official comments, documents, and presentation items when permissible; Monitors and manages all of the City's websites, online media platforms, and city's cable access channel; assists with the development and implementation of these platforms; continuously writes, updates, edits, proofreads and uploads materials to these platforms; and reports to the appropriate parties inquiries made on all of the City's websites and online media platforms; Develops and maintains positive relations with local, regional, and national media outlets; is the City's main point of contact for said media outlets; and works in liaison with said media outlets in reporting on pertinent City affairs; Develops and maintains a positive rapport with wide range of civic and community organizations; serves as a City representative and liaison to such groups and organizations; Prepares articles, advertisements, and other products to help promote the City; review and edits all City publications before public dissemination; Participates in the budget process and makes budget forecasts and recommendations for the City's communication's programming; Administers and maintains the operation and support of various systems, and assists with troubleshooting problems; Prepares and presents reports and presentations on matters pertinent to City Council, City Manager, and various boards, committees, organizations, and community groups; May supervise, train, and evaluate the work of subordinate staff as assigned; Performs other related duties as assigned.

Organizational Responsibilities

Develops and maintains a positive rapport with a wide range of civic and community organizations; serves as a City representative and liaison to such groups and organizations. Monitors and manages the City's official websites and online media platforms; assists with the development and implementation of these platforms.

QUALIFICATIONS GUIDE

Education and Experience

Graduation from an accredited college or university with a bachelor's degree in Communications, Public Relations, Public or Business Administration, Journalism, English, or a closely related field. AND

Three (3) years of progressively responsible experience planning, designing, and implementing public relations and communications programs which included the dissemination of information to internal and/or external audiences through various communications media. Examples of qualifying experience include graphic design, web page development, and/or developing and writing materials for use in print and electronic media.

Knowledge and Abilities

Knowledge of Administrative practices and procedures; City department policies and procedures; applicable federal, state, and local laws, rules, and regulations pertaining to area of assignment; and operational characteristics, services, and activities of assigned program area; Principle and practices of public administration including the organization and operation of municipal government; methods and techniques of data collections, research, and report preparation; and organization and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to the area of assignment; Correct English usage, spelling,

grammar, and punctuation; business letter writing and other document preparation; and modern office methods, procedures, and equipment including the use of a computer, copier, facsimile machine, scanners, calculator, and various computer applications and software packages; Effective public communications, informed practices and media productions; Desktop publishing and related software applications; Copyright laws; Techniques of preparing, producing, and disseminating information to the public, news media, and the community, utilizing all major media of communication; Principles, techniques, and practices of journalism and editing; preparation, composition, layout, and production; Principles and practices of public administration including the organization and operation of municipal government.

Ability to correctly interpret and apply general provisions and regulations related to assigned area in order to analyze problems, identify alternative solutions, project consequences of proposed actions, and provide recommendations to management; Prepare clear and concise technical, administrative, and financial reports including accurate tables, schedule summaries, and other materials in statistical and narrative form; establish and maintain various data collection, record keeping, tracking, filing, and reporting systems; and manage and negotiate contracts and agreements; Make decisions independently and serve as a subject matter expert in one or more areas; communicate clearly and concisely both orally and in writing, which includes using tact and discretion when dealing with the public elected officials, and City staff; and organize and maintain office and specialized files; Establish and maintain an effective working relationship with fellow employees, the public, elected officials and other departments and outside agencies.

Physical Demands and Working Conditions

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. May be required to work weekends and/or evenings; work a flexible or irregular work schedule and will be required to be available for emergency responses.

License

Must have and maintain a valid Class C California Driver's License.

CITY OF GARDENA
Gardena, California

CLASS SPECIFICATION
September 2022

HUMAN SERVICES COORDINATOR

Job Summary

Under general direction, performs responsible, semi-professional work in coordinating and directing a wide variety of human services activities and programs assigned to the position including catering to youth, adults, people with disabilities, and/or senior citizens; and does related work as required.

Representative Duties

Coordinate, organize, promote, implement, and evaluate recreational, educational, social, and rehabilitative programs and special events at various City facilities to meet identified community needs; assist the Director or designee in the implementation of goals and objectives involved in the operation of the assigned program; participate in the development and monitoring of the annual budget for assigned programs; recruit, supervise, schedule, evaluate, train, hire and discipline full-time, part-time, contract employees, and volunteers; provide case management and referral services for program participants where appropriate; prepare or coordinate the development of event publicity materials and attend events as needed; maintain records for financial and program audits and develop reports concerning new or ongoing programs and program effectiveness; administer contracts with service providers, prepares accurate and well-written reports; coordinate the acquisition of materials and equipment; cleans and repairs equipment as needed; collects and keeps a record of monies received for program participation and insurance, and fundraisers,. The preceding duties have been provided as examples of the essential types of work performed by positions within this job classification. The City, at its discretion, may add, modify, change, or rescind work assignments as needed.

Organizational Responsibilities

Reports directly to the Director of Recreation and Human Services or a designee. Each facility/program serves a certain community within the City and to a considerable extent, becomes a focal point of contact between those residents and the City. This position is oriented toward the organization and supervision of staff, facility operations, and specialized programs (congregate meals, senior day care, emergency services, etc.).

QUALIFICATIONS GUIDE

Education and Experience

Any combination of education, training, and experience that would likely provide the knowledge, skills, and abilities to successfully perform in the position is qualifying.
A typical combination includes Education: Bachelor's Degree from an accredited college or university with emphasis in Human Services, Recreation, Gerontology, Education, Administration, or closely related field.
National Restaurant Association “ServSafe” Food Manager Certificate desirable.
Experience: Equivalent to three (3) years of related experience as a Recreation Leader/ Human Services Aide/Meal Services Coordinator supervising staff and volunteers within a municipal/community services or educational operation or progressively responsible work experience in recreational, educational, social, and rehabilitative programming.

Knowledge and Abilities

Knowledge of the philosophy, principles, practices, and methods of Human Services programming; of program content for specialized and general community recreation and human services activities, programs for all client populations, and special events; of the sources of information about all phases of human services programs; of the principles of supervision of full-

time and part-time staff and volunteers, training and public relations; ability to meet and communicate effectively with all ages and groups in the community and to initiate interest and to motivate participation and constructive use of the programs and events at City facilities; ability to identify and analyze problems and take corrective actions; ability to prepare clear and concise reports and maintain accurate records; ability to coordinate staff, budgets, and resources to meet program objectives.

Physical Demands and Working Conditions

Work is performed in an office environment and at indoor and outdoor facilities; incumbents may be exposed to inclement weather conditions; work and/or walk on various surfaces including slippery or uneven surfaces. Duties require the ability to speak, hear, touch, and see. Also required is the ability to exert a small amount of physical effort in sedentary to light work involving moving from one area to another; occasionally bending, stooping, kneeling, reaching, pushing, and pulling (drawers opened and closed to retrieve and file information); occasionally lifting or carrying materials that weigh up to 50 pounds. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter, or calculator; requires sufficient hand/eye coordination to perform semi-skilled repetitive movements, such as typing on a keyboard, filing, data entry, and/or use of a personal computer or other office equipment and supplies; may involve sitting or standing for prolonged periods of time; must have the ability to operate a motor vehicle to travel to different sites and locations.

License

License requirement due to the performance of field duties that may require the operation of a City vehicle, a valid Class C California Driver's License, and an acceptable driving record at the time of appointment and throughout employment may be required. California Department of Motor Vehicle (DMV) Pull Notice System: An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of Gardena. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

Possession of or ability to obtain within 6 months of employment, an appropriate, valid CPR and basic First Aid Certificate.

Special Conditions

Per LA County Ordinance #2021-0066U, all City of Gardena employees performing duties under the Los Angeles County’s Elderly Nutrition Program Grant must be fully vaccinated against COVID-19 as a condition of employment. Successful candidates for this position will be required to submit proof of vaccination against COVID-19 or request an exemption for qualifying medical or religious reasons during the onboarding process. Candidates should not present proof of vaccination until instructed to do so by the hiring department.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: September 13, 2022

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

AGENDA TITLE: RESOLUTION NO. 6606, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs
CONTACT: CITY MANAGER

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
Staff respectfully recommends that the City Council adopt Resolution No. 6606 which amends the current list of authorized games and authorizes the play of certain games in licensed card clubs. On August 24, 2022, Hustler Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the modified game, Mega Poker Jackpots, for play at their club. This approval by the State of California is subject to the adoption of a formal resolution by the Gardena City Council.

FINANCIAL IMPACT/COST:
None

ATTACHMENTS:
Reso No. 6606- Authorized modified game.pdf
8-25-22 LTR Request for Approval of Mega Poker Jackpots Modification (003).pdf
Hustler- GEGA-003500 1 Mega Poker Jackpots APPROVAL GEAM-000529 (004).pdf

APPROVED:



_____
Clint Osorio, City Manager

RESOLUTION NO. 6606

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

WHEREAS, Gardena Municipal Code Section 5.24.430 provides that licensed card clubs in the City of Gardena ("City") may play any game permitted under state law which is also permitted by resolution of the City Council; and

WHEREAS, the City Council approved those certain games to be played in licensed card clubs as listed in Resolution No. 6581; and

WHEREAS, from time to time licensed card clubs in the City have filed rules of play and requested authorization pursuant to Gardena Municipal Code Section 5.24.430 to play other games not previously listed and approved by City Council Resolution.

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

SECTION 1. That **Mega Poker Jackpots,** offered in connection with authorized Poker Section and Promotional Games and played in accordance with the rules approved by the Bureau of Gambling Control on August 24, 2022, shall be permitted to be played in licensed card clubs in the City. The list of all such approved and permitted games is as follows:

POKER SECTION

2 WAY WINNER
5 CARD STUD
6 CARD STUD
7 CARD HI LO SPLIT
7 CARD STUD
7 CARRD STUD HI-LO REGULAR
21st CENTURY BACCARAT
21st CENTURY BACCARAT 9.0
21st CENTURY LUCKY 7 BACCARAT
BADACEY
BADEUCEY
BADUGI
BIG O HIGH-LOW SPLIT
BLACKJACK JACKPOT
BLAZING SEVENS JACKPOT PROGRESSIVE
BUSTER BLACK JACK BONUS BET
CALIFORNIA HIGH DRAW OPEN BLIND
CARIBBEAN STUD POKER
CRAZY PINEAPPLE
DOUBLE BOARD OMAHA
DRAGON BONUS BACCARAT– COMMISSION FREE
DRAW
DRAWMAHA ACE-TO-FIVE
DRAWMAHA HI
EASY POKER
EASY POKER BONUS BET
EZ BACCARAT
EZ BACCARAT MODIFICATION
EZ BACCARAT PROGRESSIVE JACKPOT
HI LO DECLARE
HOLDEM
HOLDEM HI LO
HUSTLER CASINO POKER ROOM MEGA-PROGRESSIVE JACKPOT
JACKPOT POKER
JACKS BACK HI LO
KANSAS CITY LOWBALL DEUCE TO SEVEN
LET IT RIDE BONUS
LOWBALL
LOWBALL DRAW WINNER LEAVE IT IN
MEGA POKER JACKPOTS
MEXICAN POKER
OMAHA AND POT LIMIT

OMAHA HI
OMAHA HI LO
OMAHA HI LO SPLIT
OMAHA AND POT LIMIT
OPEN FACE CHINESE POKER
PAN
PINEAPPLE
POCKET ACES CRACKED
POKER PAYS TO PLAY
RAZZ
RAZZDACEY
RAZZDEUCEY
SEVEN CARD STUD
SEVEN CARD STUD HIGH-LOW SPLIT
SHORT DECK HOLD'EM
SUPER 7 CARD STUD
SUPER 7 CARD STUD HI/LO
SUPER 7 CARD STUD HI/LO REGULAR
SUPER 9 JACKPOT
SUPER RAZZ
SUPER RAZZDACEY
SUPER RAZZDEUCEY
SUPER STUD POKER PROGRESSIVE JACKPOT
SUPER 7 CARD STUD HI/LO REGULAR
TABLE TOP JOKER POKER
TEXAS HOLD'EM
TEXAS STUD POKER
THREE CARD POKER
THREE CARD POKER 6 CARD BONUS
THREE CARD POKER PROGRESSIVE JACKPOT
TRIPLE ACES II
TRIPS
ULTIMATE TEXAS HOLD'EM
ULTIMATE TEXAS HOLD'EM PROGRESSIVE JACKPOT

ASIAN SECTION

13 CARD
21st CENTURY BLACKJACK 5.1 [Modified]
ASIAN STUD
BACCARAT
BLACKJACK JOKERS
BONANZA PAI GOW TILES
CALIFORNIA ACES
CALIFORNIA BLACKJACK
CASINO WAR
CENTURY21
CRAZY 4 POKER
EO11
FUNTAZEE 21
FORTUNE PAI GOW POKER
FORTUNE PAI GOW POKER PROGRESSIVE JACKPOT
LUCKY MOON
MAHJONG
MISSISSIPPI STUD 3 CARD BONUS
MONSTER & BUSTER PAI GOW POKER
NO BUST BLACKJACK
NO BUST 21ST CENTURY BLACKJACK 4.0A [Modified]
NO BUST 21ST CENTURY BLACKJACK 4.0B [Modified]
NO BUST 21ST CENTURY BLACKJACK 6.2
PAI GOW GOLD DESIGNATED HAND PROMOTION
PAI GOW GOLD PROGRESSIVE JACKPOT
PAI GOW POKER
PAI GOW POKER JACKPOT
PAI GOW TILES
PAN NINE
PAN NINE GOLD
SUPER PAN 9 MODIFICATION
TEXAS PAI GOW
TRIPLE PLAY
ZOOBAC

PROMOTIONAL GAMES

BONUS CHIP PROMOTION
CALIFORNIA GAMES PROMOTIONAL CHIPS PROMOTION
EZ BACCARAT PROGRESSIVE JACKPOT
FOOD REWARD PROGRAM
GIFT CARD REWARD PROGRAM
HUSTLER SPECIAL EVENTS PLAYER REWARDS PROMOTION V2

HIGH HAND GIVEAWAY PROMOTION
JACKPOT GAMES
LIVE ACTION TOURNAMENT PROMOTION
PLAYER REWARDS PROGRAM [Modified]
POKER PROMOTIONAL CHIPS
SPECIAL EVENTS PLAYER REWARDS
SPORTS BRACKET

SECTION 2. That upon the approval and adoption of this resolution, Resolution No. 6581 shall be rescinded and shall no longer be in force and effect.

SECTION 3. That this resolution shall be effective immediately.

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 the City; and shall make a minute of the passage and adoption thereof on the records of the proceedings of the City Council for the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 13th day of September, 2022.

_____
TASHA CERDA, Mayor

ATTEST:

_____
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

_____
CARMEN VASQUEZ, City Attorney

El Dorado LF, LLC

August 25, 2022

VIA EMAIL ONLY
(COSORIO@CITYOFGARDENA.ORG)

Clint Osorio
City Manager
City of Gardena
1700 West 162nd Street
Gardena, CA 90247-3778

Re: Modified Gaming Activity

Dear Clint,

Hustler Casino recently submitted a request to the Bureau of Gambling Control to offer the modified gaming activity of Mega Poker Jackpots Modification for play at the casino. We have received approval by the Bureau to begin offering this modified gaming activity once approved by the City of Gardena. Attached is a copy of the letter of approval from the Bureau which provides the details of the modified gaming activity.

On behalf of Hustler Casino, I'm requesting the modified gaming activity of Mega Poker Jackpots be approved by the City of Gardena for play at our casino.

If you have any questions or need additional information please give me a call.

Sincerely,

Shaun ~~Yaple~~
General Manager

Acknowledged and Agreed
City of Gardena

By: _____
Clint Osorio, City Manager

Date: _____

SY:dr

Enclosure

cc: K. Sharp, Esq.

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE

BUREAU OF GAMBLING CONTROL
2450 DEL PASO ROAD, SUITE 100
SACRAMENTO, CA 95834

August 24, 2022

Keith Sharp, Designated Agent
Hustler Casino
301 North Lake Avenue, Suite 1100
Pasadena, CA 91101

BGC ID: GEGA-003500

RE: Mega Poker Jackpots Modification Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the modified gaming activity of Mega Poker Jackpots for play. This letter is to inform you that the Bureau has approved this request, and Hustler Casino may begin offering the modified gaming activity for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of approval and the enclosed rules shall be kept on file, at Hustler Casino and be readily available for review during all hours of operation. Any changes to the approved rules of play shall constitute a new gaming activity and invalidate this approval. **In addition, this approval letter shall supersede any previous approval letters.**

The Bureau reserves the right to: (1) review the lawfulness of the modified gaming activity of Mega Poker Jackpots; (2) notify all law enforcement agencies and gambling establishments if further review determines the modified gaming activity of Mega Poker Jackpots to be unlawful; (3) require gambling establishments to cease and desist offering the modified gaming activity of Mega Poker Jackpots if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

Hustler Casino shall offer the modified Mega Poker Jackpots gaming activity in accordance with the Bureau approved rules, as enclosed.

Modifications to the Mega Poker Jackpots

- *Updated qualifying hand charts*
- *Updated the minimum number of players need to qualify for the jackpot*
- *Updated the initial seed and the re-seed amounts*
- *Updated prize pool to be fixed*

Although the Bureau has approved the modified gaming activity of Mega Poker Jackpots, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approvals that may be required by the local jurisdiction before the modified gaming activity of Mega Poker Jackpots is offered for play. Hustler Casino shall be fully responsible for ensuring any approval required by local law enforcement is obtained prior to offering the modified gaming activity of Mega Poker Jackpots for play.

California Code of Regulations, title 11, section 2070, subdivision (b), states:

It shall be an unsuitable method of operation for a gambling establishment to:

(b) Offer for play any gaming activity which is not authorized by the Bureau pursuant to the Act and these regulations for play at that gambling establishment.

Therefore, any changes Hustler Casino may wish to make in the future to the approved gaming activity, as enclosed, shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

The BGC ID **(GEGA-003500)** shall be referenced on all advertisements (if the name changes), bi-annual reports, correspondence, and modification requests related to this gaming activity.

If you have any questions, please contact Merly Hernandez at (916) 559-6098 or via email at BGCgames@doj.ca.gov.

Sincerely,

Andrew C. Meredith

ANDREW MEREDITH, Manager
Game Review Unit

For ROB BONTA
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor, CES, Los Angeles

Mega Poker Jackpots

Bureau Requirements

Advertising

Hustler Casino may advertise various names for this gaming activity. Should the Casino advertise a different name, the BGC ID (GEGA-003500) shall be referenced on all advertisements relating to this gaming activity.

Furthermore, all rules and procedures for the gaming activity, including but not limited to the following, shall be prominently displayed in Hustler Casino at all times the gaming activity is being offered for play:

- Eligible games and time periods.
- Qualifying winning and losing hands.
- Prize payout structure.
- Jackpot prize amount.
- Any other restrictions that apply to this gaming activity

Eligible Controlled Games

The Mega Poker Jackpots shall be attached to the following Bureau approved controlled games offered at Hustler Casino, as shown below, at all times this gaming activity is being offered for play. All controlled game rules shall be played as previously approved by the Bureau.

- Kansas City Lowball (GEGA-001499)
- Lowball (GEGA-001498)
- Mexican Poker (GEGA-001501)
- Omaha (GEGA-001489)
- Omaha Hi-Low 8 or Better (GEGA-001490)
- Pineapple (GEGA-001509)
- Texas Hold'em (GEGA-001507)
- Seven Card Stud (GEGA-001987)
- Seven Card Stud Hi-Low (GEGA-001986)

Object and Summary

The object of the Mega Poker Jackpots is to have a player, who is participating in a predetermined and posted eligible controlled game, lose with a qualifying Losing Hand, against a player who wins with a qualifying Winning Hand as listed below.

The Mega Poker Jackpots promotion features a fixed jackpot pool which is funded by a mandatory $1 jackpot fee that is collected by the house dealer, per hand from the pot of eligible tables. Prizes are awarded from this pool to the losing hand, wining hand, and table share.

Qualifying Hands

Players that make one of the following qualifying hands shall be eligible to win their share of the Mega Poker Jackpots prize amount, as shown below. All qualifying winning and losing hands must use at least two hole cards. Furthermore, the qualifying winning and losing hands shall be displayed prominently within the Casino at all times that the Mega Poker Jackpots is being offered for play. Only one qualifying hand option shall be offered at any one time. All qualifying hands within a chart must be offered together at all times.

Mega Poker Jackpots

Mega Poker Jackpots Qualifying Hand Chart - Option A

Losing Hand	Winning Hand
Full House made up of three aces and two 10s or a higher hand.	Higher Hand

**This option will only be offered in conjunction with poker games that have a community card element.*

Mega Poker Jackpots Qualifying Hand Chart - Option B

Losing Hand	Winning Hand
Four of a Kind or a higher hand.	Higher Hand

Mega Poker Jackpots Qualifying Hand Chart - Option C

Losing Hand	Winning Hand
Four of a Kind made up of 10s or a higher hand	Higher Hand

Eligibility Requirements

This gaming activity shall be open to all players who are seated and playing at any of the above listed controlled games during the predetermined specified hours posted for the gaming activity.

- A minimum of four up to a maximum of ten players are required to be dealt in during a qualifying game in order for players to be eligible and the table to qualify for the jackpot.
- Players with qualifying winning and losing hands must play through the final betting round in order to qualify for the jackpot.
  - If a player with one of the qualifying hands folds prior to the final betting round, the table will not be eligible for the jackpot.
- When a qualifying hand is announced, a casino representative will verify that both hands qualify. Any deviation from a standard deck will nullify the jackpot.
- The jackpot will not be valid during tournament play and is only valid during "live" game play.
- Casino employees, both on and off duty, who are playing are eligible to win the jackpot.
- All procedures, times, eligible controlled games, qualifying hands, and prize amounts must be displayed prominently via any form of advertising that the Hustler Casino wishes to use, including but not limited to printed flyers, digital display, the Casino's website, etc.
- There is no limit to the amount of times a player may win a prize during a promotional period.

Prize

The Mega Poker Jackpots promotion features a fixed jackpot pool that will used to payout all prizes. The jackpot pool will range from $10,000 to $1,000,000. All prizes will be paid by a casino representative. Once all proper paperwork has been filled out, the casino representative will pay the winners in live casino chips. The payouts will not be made from the house dealer's tray.

Losing Hand

Players who obtain a qualifying losing hand will be awarded 40% of the posted jackpot amount.

- In the event that during a round of play, two or more players have qualifying losing hands, only the player with the highest ranked losing hand will receive the posted Losing Hand prize.
- In the event that during a round of play, two or more players have the exact same qualifying losing hands, the posted prize amount for that qualifying hand shall be evenly distributed among those players.
    - In the event that there are an odd number of chips to be split between players, the extra chip(s) will go to the player closest, in a clockwise direction, to where payouts of the base game began.

Winning Hand

Players who obtain a qualifying winning hand will be awarded 20% of the posted jackpot amount.

- In the event that during a round of play, two or more players have qualifying winning hands, only the player with the highest ranked winning hand will receive the posted Winning Hand prize.
- In the event that during a round of play, two or more players have the exact same qualifying winning hands, the posted prize amount for that qualifying hand shall be evenly distributed among those players.
    - In the event that there are an odd number of chips to be split between players, the extra chip(s) will go to the player closest, in a clockwise direction, to where payouts of the base game began.

Table Share

Players who are seated and participating at the qualifying table will evenly spilt 40% the posted jackpot amount.

- The player who received the Losing Hand prize will not qualify to split the Table Share prize
- The player who received the Winning Hand prize will not qualify to split the Table Share prize.
- In the event that there are an odd number of chips to be split between players, the extra chip(s) will go to the player closest, in a clockwise direction, to where payouts of the base game began.

Mega Poker Jackpots

Prize Payout Structure

Players who make the advertised qualifying hands, as listed above, shall be eligible to win their share of the posted Mega Poker Jackpots prize amount, according to the payout option shown below.

Mega Poker Jackpots Prize Payout Structure

Losing Hand	Winning Hand	Table Share
40%	20%	40%

Funding

The Mega Poker Jackpots promotion is a player-funded jackpot that features a fixed prize pool. The mandatory $1 jackpot fee is collected by the house dealer from the pot after initial bets have been placed but before the second round of betting starts. Jackpot fees will be dropped in a separate and locked jackpot collection box. Each $1 jackpot fee will be added to the Mega Poker Jackpots reserve fund. The reserve fund will be used to fund the prize pool.

The Casino will initially fund the prize pool at an amount between $10,000 and $1,000,000. Once there are sufficient monies in the Mega Poker Jackpots reserve fund, the Casino will be reimbursed.

After the prize has been awarded the prize pool will be funded by the reserve fund at an amount between $10,000 and $1,000,000. In the event of a shortfall, the Casino will make up the difference and will be reimbursed once there are sufficient monies in the reserve fund.

All monies collected and paid out shall be tracked both electronically and on a hand written log that shall be maintained by the Casino for examination by regulatory and law enforcement personnel.

Administrative Fees

The Casino will retain an administrative fee of $5, taken per table per hour. The administrative fee will be taken from the reserve fund. The fee shall be used for the operation costs and the administration of the jackpot.

No Purchase Necessary

The Mega Poker Jackpots shall be offered to customers who wish to participate for free, on a general and indiscriminate basis, with **no restrictions**. The Casino shall provide No Purchase Necessary tables for all patrons who request to participate in the gaming activity without paying a table fee or placing a live wager. All advertisement material shall state "No Purchase Necessary" when referencing the Mega Poker Jackpots. This requirement extends to all forms of advertising including electronic message boards, computer monitors, posters, and flyers.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.H
Section: CONSENT CALENDAR
Meeting Date: September 13, 2022

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

AGENDA TITLE: Award Contract to FILMLA to provide Film Permit Services
CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
It is respectfully recommended that the City Council approve the contract with FilmLA for Film Permit Services, allowing for a five-year term ending on October 31, 2027.

In September 2019, the City Council approved a contract with FilmLA for a 24-month term beginning on October 1, 2019. FilmLA has provided permit coordination, notification, complaints handling, fee maintenance, and marketing efforts. These efforts benefited the City by providing streamlined permit coordination, reduction in paperwork and staff time, enhanced reputation for being a film-friendly City, and free marketing of City-owned properties. Since October 2019, FilmLA has assisted in processing 113 film permits.

FilmLA currently serves 24 jurisdictions including the City and County of Los Angeles, 16 other cities, and six school districts. Since 2010, FilmLA has coordinated for film industry customers nearly 350,000 days of on-location filming, across more than 200,000 permits, while hand delivering millions of Notices of Filming to residents and business owners in communities where filming occurs.

FINANCIAL IMPACT/COST:
No Cost to the City

ATTACHMENTS:
Gardena_2022-2027.pdf

APPROVED:



_____

Clint Osorio, City Manager

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into by and between FilmLA ("FilmLA"), a non-profit public benefit corporation, on the one hand, and the City of Gardena, a municipal corporation ("Municipality"), on the other hand.

RECITALS

WHEREAS, since 1995, FilmLA has been engaged in providing various services in connection with the review, evaluation and handling of requests for permits to conduct on-location filming activities, including recommending some conditions on which municipalities may decide to grant permission for filming activities to take place, as well as various other services relating to such filming activities and a municipality's issuance of permits for such activities; and

WHEREAS, FilmLA has developed specialized expertise as a result of its extensive experience providing the services described in the preceding paragraph; and

WHEREAS, Municipality desires to engage FilmLA to provide, and FilmLA desires to provide for Municipality, the services described on Exhibit 1 to this Contract in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in light of the foregoing and in consideration of the covenants, representations, and agreements set forth in this Contract and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FilmLA and Municipality (collectively, the "Parties") agree as follows:

1. **Definitions.** For purposes of this Contract, the following terms shall have the indicated meanings:

    a. "Municipality Fees" means the fees earned by Municipality relating to on-location filming in Municipality, including, but not limited to, film permit issuance fees, fees charged by Municipality departments for services provided to entertainment industry companies, fees charged by Municipality departments for use of Municipality-owned or controlled property, and clean up/repair deposits imposed when an Entertainment Industry Customer works on Municipality-owned or controlled property.

    b. "Contract" means this Contract for Services, including any amendments to this Contract entered into by the Parties in accordance with the provisions set forth herein.

    c. "Entertainment Industry Customer" means any person or organization that obtains through FilmLA a permit from Municipality for on-location filming activities to be conducted within Municipality.

    d. "Permit Authority" means the Municipality's designated department and/or person who is authorized to release film permits on behalf of Municipality.

2. **Term of the Contract.** The term of this Contract shall be from November 1, 2022, to and including October 31, 2027, unless terminated earlier in accordance with the provisions of this Contract (the "Term").

3. **FilmLA Services.** Municipality hereby engages FilmLA to provide the services described in Exhibit 1 "Scope of Services" (the "Services") during the Term and to be Municipality's exclusive provider of such Services during the Term in connection with all on-location filming activities within the

Municipality (including, without limitation, the coordination of all permits for such on-location filming activities on behalf of Municipality). Municipality agrees at all times during the Term to cooperate in good faith with FilmLA in connection with FilmLA's performance of such Services.

4. **Contract Administration.** The Contract Administrator for Municipality is the Economic Development Manager of Municipality (the "Contract Administrator"), as may be modified from time to time by written notice to FilmLA, and shall have authority to act for Municipality in the administration of this contract, consistent with the provisions contained herein.

5. **Availability of Permit Records.** Municipality permits and other records relating to requests for and issuance of Municipality permits shall be made available to the Contract Administrator within a reasonable time of Municipality's request therefor.

6. **Public Records Act.** FilmLA acknowledges that records and information generated as a result of performance of this Contract are part of the public domain and subject to the California Public Records Act (the Act) including its applicable exemptions. This includes, but is not limited to, permit data, location information, permittee data, revenue, costs, notification data and complaint data. FilmLA should take care to separate data that is proprietary so that public domain data can be accessed easily and in a timely manner.

   FilmLA shall familiarize themselves with the Act and, in response to a request from the Municipality must cooperate and supply all information to the Municipality as may be required under such act, as noted above and solely in possession of FilmLA.

   If a dispute arises among between FilmLA and the Municipality, FilmLA and a person requesting information, the Municipality will notify FilmLA so that FilmLA has the opportunity to seek a court order precluding the disclosure of such information. In the absence of FilmLA obtaining such an order, FilmLA must release the information.

7. **Reporting Requirements.** During the term of this Contract, FilmLA shall submit to the Contract Administrator reports and documentation as described in Exhibit 2 ("Reporting Requirements"). The reports shall be in a standard format provided by FilmLA, unless FilmLA and the Municipality Contract Administrator mutually agree to an alternative format.

8. **Municipality Fees.**

   a. With respect to each permit requested by an Entertainment Industry Customer for on-location filming activity, the following process shall apply:

      i. Municipality (or one or more departments thereof, as applicable) shall provide, at FilmLA's request, a list of Municipality's Fees required to be paid to Municipality in connection with such proposed on-location filming activity (the "Estimated Fees");

      ii. Municipality will provide FilmLA with a minimum 45 days advance written notice of any changes in Municipality's fees. If such advance notice is not received with the minimum 45 days, FilmLA will not be liable to pay any additional fee amount and FilmLA will use best efforts to implement the undisclosed fee changes for the next billing cycle.

      iii. FilmLA shall have the right, to release a permit for such on-location filming activity on Municipality's behalf after Municipality's Permit Authority has approved the on-

location filming activity, and FilmLA is entitled to collect, prior to release of such permit, all Fees, including Estimated Fees, for such filming activity from such Entertainment Industry Customer.

b. FilmLA shall at all times maintain a cash balance at least equal to the seasonally adjusted average monthly Municipality payment during the prior fiscal year. FilmLA shall maintain as part of the general ledger in its accounting system a separate line item for the Fees collected by FilmLA on behalf of Municipality.

c. Municipality shall send FilmLA a monthly invoice for the actual Municipality Fees that FilmLA is obligated to pay Municipality in the aggregate with respect to all on-location filming activities completed within Municipality for such calendar month no later than 30 calendar days following the last calendar day of the month fees were incurred (collectively, the "Actual Municipality Fees").

d. FilmLA shall pay in U.S. currency the Actual Municipality Fees owed to Municipality within sixty (60) calendar days from the last calendar day of the month the invoice is received by FilmLA. If FilmLA fails to pay such Municipality Fees within such sixty (60) calendar days from the last calendar day of the month the invoice was received, any such unpaid Municipality Fees shall be considered delinquent and subject to a penalty of 1% of the delinquent amount. If any such Municipality Fees remains unpaid for more than 120 calendar days from the end of the month the invoice is received by Film LA, the delinquent fees and penalties shall also be subject to interest charges at the statutory legal rate of interest. Moreover, such interest on delinquent fees and penalties shall accrue from the date of invoice.

9. **FilmLA Fees.** FilmLA may charge its Entertainment Industry Customers a fee for any service FilmLA provides in connection with this Contract. However, FilmLA shall receive no monetary compensation from Municipality for the services performed in connection with this Contract**.** Notwithstanding the foregoing, FilmLA shall be entitled to compensation for services requested by Municipality that are beyond the scope of services in this Contract.

a. Customer Invoicing and Discounts. FilmLA may invoice fees to its Entertainment Industry Customers as one or more separate charges. These fees may be identified as an "application fee", "service charge", "transaction fee", or any other reasonable description. FilmLA may offer its Entertainment Industry Customers a discount for the purpose of inducing payment by cash, check or other means not involving use of a credit card, provided that FilmLA does not deduct the discount from any Municipality Fees required to be remitted to the Municipality.

10. **Insurance.**

a. During the term of this Contract, FilmLA shall provide and maintain at its own expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the FilmLA, their agents, representatives, employees or subcontractor/vendors. Scope of insurance shall include:

i. Commercial General Liability Coverage
Minimum Limits: $1,000,000 per occurrence for bodily injury, personal injury and property damage.

ii. Commercial Professional Liability Coverage
Minimum Limits: $1,000,000 per occurrence.

iii. Automobile Liability
Minimum Limits: $1,000,000 per accident for bodily injury and property damage.

iv. Worker's Compensation
Worker's Compensation as required by California law and Employer's Liability coverage. Minimum Limits: Employer's Liability $1,000,000 per accident for bodily injury or disease.

Municipality shall be listed as an additional insured under such insurance.

b. If Municipality's insurance requirements exceed the customary coverages and limits carried by FilmLA, Municipality will be responsible for paying the additional cost of adding coverages and/or increasing limits, if any. If during the term of this Contract Municipality requires FilmLA to change the amounts and types of insurance required hereunder, Municipality shall give FilmLA 90 days advance written notice of such change.

11. **Termination.**

a. Either of the Parties to this Contract may terminate this Contract by giving 120 days written notice to the other party. The termination will be effective 120 days after the other party receives the written notice. Contract Administrator is empowered to give such termination notice on behalf of Municipality only if authorized in writing by Municipality's "Council"; and, if so authorized, FilmLA shall be entitled to rely on such termination notice.

b. Municipality may immediately suspend this Contract upon the lapse of FilmLA's insurance coverage required herein. If FilmLA has not cured the lapse of insurance within 30 days, Municipality may immediately terminate this Contract.

c. If either of the Parties materially breaches this Contract, the party aggrieved by such breach may terminate this Contract, which termination shall be without prejudice to any other rights or claims the aggrieved party may have against the breaching party, by giving written notice of such termination to the other party not less than 45 days prior to the effective date of such termination; provided, however, that if the breaching party cures or remedies the breach within such 45-day period to the reasonable satisfaction of the aggrieved party, the aggrieved party may not terminate this Contract under this provision due to the cured or remedied breach.

12. **Indemnification**.

a. Municipality shall indemnify FilmLA and hold FilmLA and FilmLA's and assigns and its and their respective officers, directors, and employees harmless from and against any and all claims, liabilities, damages, losses and expenses (including, without limitation, reasonable outside attorneys' fees) which may arise from any breach of any representation, warranty or agreement made by Municipality hereunder.

b. FilmLA shall indemnify Municipality and hold Municipality and Municipality's successors, licensees and assigns and its and their respective officers, directors, and employees harmless from and against any and all claims, liabilities, damages, losses and expenses (including, without limitation, reasonable outside attorneys' fees) which may arise (i) from any breach of any representation, warranty or agreement made FilmLA hereunder, or (ii) in connection with the performance by FilmLA of the Services hereunder, other than any claim covered by the

Municipality's indemnity set forth above or arising out of the Municipality's misconduct (whether negligent, willful or otherwise).

13. **Further Assurances**. At FilmLA's reasonable request, Municipality shall execute, acknowledge and deliver to FilmLA any and all additional documents consistent herewith that FilmLA may reasonably deem necessary to evidence and effectuate any and all of FilmLA's rights under this Agreement.

14. **Notices.** Notices required or relating to this Contract may be sent by first class mail postage prepaid, personal delivery or by electronic mail as follows:

    If to FilmLA, at the following street and/or e-mail address:

    Attn: Paul Audley, President
    6255 W Sunset Blvd, 12th Floor
    Hollywood, CA 90028
    E-mail: paudley@filmla.com

    If to Municipality, at the following street and/or e-mail address:

    City of Gardena
    Attn: Jackie Choi
    Economic Development Manager
    1700 W. 162nd Street
    Gardena, CA 90247
    E-mail: jchoi@cityofgardena.org

    If delivered personally or by electronic mail, the notice shall be deemed delivered on the date it is actually left at the designated address or is sent electronically. If delivered by first class mail, the notice shall be deemed delivered on the fourth business day after it is deposited in the mail. Any change in the physical or electronic mail address for notices must be given in writing to the persons listed in this Section 14. and shall be confirmed.

15. **Severability.** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

16. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules.

17. **Arbitration.** The Parties agree that any legally actionable controversy or claim arising out of or relating to this Agreement, including without limitation any controversy or claim concerning the Agreement's enforcement, arbitrability, or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of the Agreement's provisions, shall be submitted to final and binding arbitration in the County of Los Angeles, State of California, and governed by federal law pursuant to the Federal Arbitration Act ("FAA") as follows:

    a. The arbitration shall be conducted in accordance with the Judicial Arbitration and Mediation Services, Inc. ("JAMS") Streamlined Arbitration Rules and Procedures in effect as of the Effective Date.

    b. The Parties shall select a mutually acceptable arbitrator from the panel of JAMS neutrals. If the Parties are unable to agree on an arbitrator, then the selection procedures set forth in Rule

12 of the Streamlined Arbitration Rules and Procedures in effect as of the Effective Date shall apply.

c. The arbitrator shall apply the substantive and procedural laws of the State of California, without regard to the conflicts of law principles of such State.

d. The arbitrator may order such discovery as is necessary for a full and fair exploration of the issues and dispute, consistent with the expedited nature of arbitration.

e. The arbitrator shall hold a hearing, at which both Parties hereto may present evidence and cross-examine witnesses, prior to the arbitrator rendering a decision.

f. The arbitrator shall issue a written decision and award, with counterpart copies to both Parties, that sets forth the essential findings and conclusions upon which the decision and award are based.

g. Any appeal of the arbitrator's decision and award is limited and governed by the JAMS Arbitration Appeal Procedure in effect as of the Effective Date. Any such appeal shall be conducted in the County of Los Angeles, State of California.

h. The arbitrator's decision and award, or in the event a Party appeals such decision and award pursuant to this Agreement, in which case the decision of the appellate arbitration panel, shall be binding on the Parties, and judgment on that decision may be entered in any court having jurisdiction thereof.

i. The arbitrator's fees in connection with any such arbitration proceeding shall be shared equally between the Parties. Each Party shall bear their own attorneys' fees and costs.

j. The Parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action or proceeding brought by either Party against the other arising out of or relating to this Agreement.

18. **Merger, Modification.** This Contract contains the entire agreement of the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, discussions, representations, assurances, understandings and agreements, written and oral. FilmLA and Municipality respectively acknowledge that no other party, and no representative of any other party, has made any promises, representations, assurances or warranties whatsoever, express or implied, not contained herein to induce the entry into or performance of this Contract. Each of the Parties further acknowledges that it has not entered into or undertaken to perform this Contract in reliance on any promises, representations, assurances or warranties not expressly set forth herein. No waiver, amendment or modification of any of the provisions hereof shall be of any force or effect unless contained in writing signed by FilmLA and Municipality.

19. **Waiver, Remedies.** The failure of either of the Parties to enforce any provision of this Contract shall not be construed as a waiver of any such provision, or prevent such party from thereafter enforcing such provision or any other provision of this Contract. The rights and remedies granted the Parties herein are cumulative, and the election of one right or remedy shall not constitute a waiver of such party's right to pursue all other legal remedies available under this Contract or otherwise provided by law.

20. **Force Majeure**. FilmLA's and Municipality's duties and obligations under this Contract shall be immediately suspended without notice during all periods that the Municipality is closed because of force majeure events including, but not limited to, any fire, act of God, war, governmental action, act of terrorism, pandemic, epidemic, or any other event beyond FilmLA's or Municipality's control. If such an event occurs, FilmLA and Municipality's duties and obligations under this Contract shall be suspended until such time as FilmLA and Municipality, in its sole discretion, may safely reopen business.

21. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives.

For: _____	For: FilmLA
By: _____	By: _____ Paul Audley
Title: _____	Title: President
Date: _____	Date: _____

EXHIBIT 1

SCOPE OF SERVICES

1. FilmLA shall provide services to the Municipality in the following categories as described below:

   A. Film Permit Coordination Services.
   FilmLA will assist Entertainment Industry Customer with securing film permits within the Municipality. FilmLA will operate with the following purposes:
      i. Coordinate the film permit process in a centralized manner within the parameters established by the Municipality, and consistent with any Memorandum of Agreement between the Permit Authority and FilmLA;
      ii. Coordinate the film permit process in order to assure that filming will be conducted at such times and with the objective to limit the amount of interference within residential and commercial/industrial districts;
      iii. In coordination with the Municipality, develop and implement community outreach programs for residential and commercial/industrial districts on a proactive basis;
      iv. In coordination with the Municipality, improve conditions relating to motion picture, television and photography activities for the Municipality's area; and,
      v. If requested by the Municipality, attend meetings with stakeholders to mediate disputes, determine impacts of filming and other permit related activities on specific neighborhoods, participate in neighborhood council and other group meetings, answer questions of stakeholders, or discuss the economic impact of filming.

   B. Film Permit Coordination Tasks
      i. Coordinate processing of film permit applications from Entertainment Industry Customers;
      ii. Interface with Municipality departments with respect to permit applications to obtain input in developing permit terms and conditions (including any general terms, conditions and restrictions applicable to all permits), coordinating logistics relating to filming activities and perform other functions needed to assist in permit evaluation and processing;
      iii. Ensure that the description of activity on permit applications provided to the Municipality is accurate and detailed, especially high-impact activity that is likely to generate public concern (i.e. special effects, gunfire, explosions, or other activity to be highlighted at the request of the Municipality's Permit Authority);
      iv. Provide guidance and advice on the permit process to Entertainment

Industry Customers;

v. Make recommendations that reflect the needs of the community, the Municipality and Entertainment Industry Customers to Municipality departments with respect to the handling and processing of individual permit applications and the development of permit terms and conditions;

vi. Upon FilmLA's receipt of approval by the Municipality's Permit Authority and FilmLA's collection of all fees due from Entertainment Industry Customer, FilmLA will release film permits issued by the Municipality's Permit Authority to Entertainment Industry Customers;

vii. FilmLA will coordinate and release permit revisions and/or extensions subsequent to the release of an original permit. However, concurrence must be obtained from the Municipality's Permit Authority;

viii. Respond to complaints (See Exhibit 2, Section 3.);

ix. Provide filming data, records, reports and background information (See Exhibit 2.)

x. If requested, provide advice to the Municipality regarding filming policy;

xi. If requested by Entertainment Industry Customers, the Municipality's Permit Authority or by requirement of Special Filming Condition Areas, to the extent FilmLA has personnel available for such assignment provide monitor services at specified locations permitted for filming. ;

xii. Permits shall be coordinated in a mutually agreed upon time frame which allows proper review and approval by Municipality personnel, including but not limited to: the posting of temporary no parking signage, lane, street and road closure requests; and the assignment of required Municipality personnel. All permit requests made to FilmLA, and transmitted to Municipality Departments for review, must be made in advance of the requested activity and in accordance with the existing Municipality departmental policy. The Municipality will seek to minimize required turnaround times to the extent possible.

xiii. All requests provided to the Municipality's Permit Authority for the review and approval must contain all reviews and recommendations already obtained from Municipality departments. The comments and recommendations from various departments may be sought simultaneously. However, when department reviews are sought from departments other than the Municipality's Permit Authority, FilmLA shall include the reviews and recommendations already obtained. If any Municipality department modifies a permit application after release, a special notification shall be made by the Municipality's Permit Authority. A verbal agreement will fulfill all necessary approvals. FilmLA shall provide Municipality's Permit Authority with access to FilmLA's online permit system to view verification from all involved departments of the Municipality, including their status of approval.

xiv. The release of approved permits to Entertainment Industry Customers shall be accomplished in a manner that allows the Entertainment Industry Customer to understand the limitations placed upon the requested activity and allows for sufficient community notification.

xv. In all instances where neighborhood filming guidelines or other Municipality policies exist that require a community survey, the community survey must be conducted in advance of the beginning of the permitted activity, unless stated otherwise in a separate guideline or policy adopted by the Municipality " Council". The community survey may be conducted by the Entertainment Industry Customer or their designees.

xvi. Maintain standard office hours a minimum of 8 a.m. to 6 p.m., Monday through Friday, with the exception of Municipality holidays. FilmLA may temporarily modify its office hours with advance written notice to Municipality due to business interruption events including, but not limited to, significant decline or shutdown of entertainment industry filming activities, entertainment industry labor strikes, etc.

xvii. Collect estimated Municipality fees from Entertainment Industry Customers in advance of releasing a film permit and pay the Municipality within 60 calendar days from the end of the month the Municipality's invoice is received by FilmLA.

C. Notification Services. FilmLA will provide notification services. FilmLA will operate with the following purpose:

i. Provide notification services to nearby residents, businesses and Municipality entities, of upcoming filming.

D. Notification Tasks. FilmLA shall perform the following tasks:

i. Provide notification services, including the creation and posting of notices. The Municipality's Permit Authority has the right to waive notification requirements;

ii. Ensure that the description of activity on notifications is accurate and detailed; in particular, activity that is likely to generate public concern such as special effects, gunfire, explosions, etc.;

iii. Maintain detailed, accurate records related to all services provided under this contract and make available for review by the Municipality, including, but not limited to: sample notice, a map of the area where the notice was distributed, and any issues encountered in conducting the notice and the resolution of those issues;

iv. Provide notification data;

v. Provide advice to Municipality officials and departments regarding the notification process;

vi. Respond to inquiries regarding the notification process from Municipality officials, and;

vii. Ensure appropriate notification radius, based on filming footprint and impact.

E. Complaint Response Services. FilmLA will provide complaint response services to assist with the timely resolution of community and entertainment industry complaints.

F. Complaint Response Tasks.

i. Receive complaints on a 24 hour/7 day a week basis and address them in

a timely manner, including when appropriate, referral of complaints to appropriate Municipality personnel;

ii. Provide complaint data;

iii. Provide advice to Municipality officials and departments regarding filming policy and complaints received;

iv. Receive and respond to complaints regarding filming from Municipality officials and departments;

v. Review written stakeholder comments and complaints and prepare responses to the comments or complaints. FilmLA shall make a good faith effort to consult with the Municipality whenever such communication may have a legal impact to the Municipality.

vi. Refer complaints when appropriate to Municipality personnel within 15 minutes if the activity is currently in progress and requires Municipality's immediate attention. If there is no afterhours contact provided by a Municipality department then the call shall be referred to the Municipality's Permit Authority in a manner determined by the Municipality's Permit Authority.

vii. If a complaint is received and the activity is no longer in progress, respond to the complaint on an initial basis within one (1) calendar day and finalize/complete any responses, including written, if necessary, within seven (7) calendar days.

viii. Provide response services to complaints 365 days-a-year, 24 hours a-day, 7 days-a-week basis.

G. Maintenance of Records. FilmLA is expected to provide appropriate record keeping and separation of assets and liabilities related to services provided under this Contract (separate from other business activities provided by FilmLA).

H. Municipality Fees. FilmLA shall remit all Municipality Fees monthly.

i. FilmLA shall not deduct from any remittance to the Municipality any transaction fees or other costs incurred as a result of accepting payment from its Entertainment Industry Customers in the form of credit card, debit, wire transfer, check, or other forms of payment.

ii. For film permits coordinated through FilmLA, FilmLA, not the Entertainment Industry Customers, is obligated to pay to the Municipality all Municipality Fees other than those customarily collected by the Municipality directly from the Entertainment Industry Customers. If FilmLA desires to adopt a regular business practice allowing Entertainment Industry Customers to obtain permits on credit, it may do so. However, FilmLA would still be required to remit all Municipality Fees in accordance with the Contract terms regardless of their ability to collect from individual Entertainment Industry Customers.

iii. FilmLA may collect deposits from its Entertainment Industry Customers for permit violations or damages, which can be used to pay for fees/fines/financial penalties.

iv. FilmLA shall act in good faith in disputing any Municipality Fees billed (either timely or late) by the Municipality, and FilmLA and the

Municipality will act in good faith to resolve any such dispute within a reasonable time. Once the dispute as to any Municipality Fees is finally resolved, either by agreement between FilmLA and the Municipality or by legal action or some other agreed-upon dispute resolution method, FilmLA will pay such Municipality Fees at the same time as the next normal payment is due to the Municipality. However, payment of disputed fees shall be separated out from the normal payment.

I. Emergency Response and Coordination.

i. FilmLA shall, as requested by Municipality, assist the Municipality in responding to unusual occurrences and large-scale emergencies when a state of emergency is declared by the Municipality, including coordinating the dissemination of emergency related information to the entertainment industry and managing related public relations, cancelling, delaying, rescheduling, relocating, revoking, or not processing permit requests.

ii. FilmLA shall direct its staff to cooperate fully with the Municipality and follow the direction of the Contract Administrator, the Mayor, the Permit Authority, the Emergency Operations Board and the Emergency Operations Organization for the duration of the local emergency.

iii. FilmLA shall, as requested cooperate with Municipality efforts to recover costs associated with the Emergency from the federal and state governments.

J. Marketing Program

i. Maintain a web site providing information about Municipality owned facilities available for filming. Such site shall include photographs along with contact information for the Municipality department that schedules filming activity at the facility. If for any reason FilmLA is unable to continue providing a location library web site, it shall make available to the Municipality, free of charge, any photographs, documents, or non-proprietary systems owned by FilmLA, which comprised the location library. Nothing in this section shall require FilmLA to expend its own financial resources to accomplish such marketing efforts. Implementation shall be limited based upon available funding.

EXHIBIT 2

REPORTING REQUIREMENTS

1. Permit Coordination
   A. FilmLA shall submit to the Municipality Contract Administrator, within 30 business days after the end of each quarter, quarterly summaries of permit volume, amounts collected from Entertainment Industry Customers and amounts paid to the Municipality in Municipality Fees. These reports should indicate any significant changes when comparing the current quarter with previous quarters, or when appropriate, the same quarter from previous years.

   B. FilmLA shall make available to the Municipality Contract Administrator a written copy of all non-proprietary policies and procedures for all aspects of the process of obtaining a film permit (financial, procedural and otherwise) and submit substantive changes to those policies and procedures within 30 days of the change. Proprietary policies and procedures shall be provided for inspection but will not be provided in a manner that creates a public record absent a court order.

   C. FilmLA shall submit a reconciliation statement and aging report with each payment of Municipality fees. The reconciliation report shall detail the fees being submitted and related permit information. The aging report shall show the amount of Municipality fees for which FilmLA has not received a final invoice from Municipality after completion of filming activity. Should the aging report show that a Municipality department has not submitted final invoices for at least 60 calendar days after completion of the filming activity, the Municipality Contract Administrator will notify the Municipality department and request submission of final invoices to FilmLA within 30 calendar days. Should the aging report show that a Municipality department has not submitted final invoices for at least 90 calendar days after completion of the filming activity, the Municipality Contract Administrator will forward the Aging report, along with detail provided by FilmLA to the Mayor and Municipality Council.

2. Notification Services
   A. FilmLA shall submit to the Municipality Contract Administrator, within 30 business days after the end of each quarter, quarterly summaries of notification volume and amounts collected from Entertainment Industry Customers for notification work performed in the Municipality.

3. Complaint Referral
   A. FilmLA shall provide a report on complaints if requested by the Municipality Contract Administrator and/or the Municipality's Permit Authority.

4. Ad Hoc Reports
   A. Municipality may request ad hoc reports and data on matters of interest to Municipality within the scope of work of the Contract, provided Contractor has available resources and funding to produce the ad hoc request.

5. Financial Statements
   A. FilmLA shall submit a certified annual audited financial statement to Municipality within 180 calendar days following the end of each fiscal year. Should an exception to this timeframe be required, FilmLA must notify the Municipality Contract Administrator within 150 days following the end of fiscal year.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.I
Section: CONSENT CALENDAR
Meeting Date: September 13, 2022

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

AGENDA TITLE: Approve Purchase of Bus Engines
CONTACT: TRANSPORTATION

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
For its fleet of 42 gasoline/hybrid buses, GTrans currently purchases remanufactured bus engines on an as-needed basis. To ensure that GTrans has enough engines on hand to accommodate the need for the current year, GTrans issued a Invitation for Bid (IFB) for up to 15 remanufactured engines along with a two-year warranty. The solicitation was issued via PlanetBids, which notified 93 vendors, including 7 DBE/MBEs, and was advertised in the Gardena Valley News, Daily Breeze and several other publications. However, GTrans did not receive any bids. GTrans surveyed local Ford dealerships who have provided such engines in the past, and most don't participate in online bids. GTrans worked with Ford directly to disseminate the bid to local dealerships, and GTrans contacted the local firms that have provided engines in the past. Staff received four bids, with two responsive and responsible bidders:

Vendor	**Bid**
Ford of Montebello	$71,044.80
South Bay Ford	$73,925.85

Ford of Montebello provided the lowest responsible and responsive bid. Staff has determined this price to be fair and reasonable. Therefore it is recommended that Council approved the purchase of up to 15 remanufactured engines for an authorized amount of $71,044.80, not including tax.

FINANCIAL IMPACT/COST:
Funds for bus parts are included in the FY23 budget previously approved by the Council. GTrans has existing federal, state, and local funding available for this purpose. There is no impact to the General Fund.

ATTACHMENTS:

Ford of Montebello Bid IFB 2022-02.pdf

APPROVED:



_____

Clint Osorio, City Manager

CITY OF GARDENA

INVITATION FOR BID

FOR

GASOLINE/HYBRID TRANSIT BUS REMANUFACTURED ENGINES

IFB NO. 2022-02

August 2022

City of Gardena

Transportation Department

13999 S. Western Avenue

Gardena, CA 90249

BID SUBMISSION CHECKLIST

This checklist shall be completed and returned with the Bid. Failure to return this checklist may be cause for considering the Bid non-responsive. Furthermore, failure to return all Exhibits listed below completed and signed may be cause for considering the Bid non-responsive.

	DESCRIPTION	REQUIRED FORMS REFERENCE LETTER	BIDDER'S INITIAL
1.	Transmittal Letter	A	SA.
2.	Business Questionnaire	B	SA
3.	Non-Collusion Affidavit of Prime Bidder	C	SA
4.	Equal Employment Opportunity Certification	D	SA
5.	Drug-Free Workplace Certification	E	SA
6.	Designation of Subcontractors	F	SA
7.	Standard Warranty Terms	G	SA
8.	Quote	H	SA
9.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	See Attachment A	SA

Company Name:	Ford of Montebello
Name of Bidder initialing document (PRINT NAME):	Sal Avalos
Email address of Company Contact:	Sal@fordofmontebello.net
Signature	
Title:	Parts Manager
Date:	8/19/2022

FORM A
TRANSMITTAL LETTER

CITY OF GARDENA
PURCHASING DIVISION
1700 W. 162nd STREET
GARDENA, CA 90247

SUBJECT: INVITATION FOR BID (IFB) NO. 2022-02

In response to the subject Invitation for Bid (IFB) and in accordance with the accompanying Instructions to Bidders, the Bidder hereby commits to the City of Gardena to perform the work in accordance with the provisions in the Bid Contract Documents and any addenda thereto and at the prices stated in the Bid Form, which will be included and made a part of any subsequent Contract.

The Bidder agrees that the Bid constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the Bid opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Bidder agrees to execute the Agreement and deliver it to the City of Gardena within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Bidder certifies that it has:

1. Examined and is fully familiar with all the provisions of the IFB Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the requirements in Scope of Work and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Bid and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Gardena will not be responsible for any errors or omissions in the Bid.

The Bidder further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Bid as principals are those listed as such in the Bid Forms and that,
2. The Bid has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Bid Documents:

Addenda No(s) No known Addendums. RFP is not on PlanetBids.

_____ Dated _____ _____ Dated _____

_____ Dated _____ _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Bid to be considered non- responsive to the solicitation. Acknowledged receipt of each addendum shall be clearly established and included with the Bid /offer.

Bidder's Name Ford of Montebello

Business Address 2747 Via Campo
Montebello, CA 90640

Contact Person Sal Avalos

Phone (323) 890-2400

Fax (323) 838-0195

Email Address sal@fordofmontebello.net

Signature of Authorized Official	Signature of Authorized Official
Sal Avalos Typed or Printed Name	Typed or Printed Name
Parts Manager Title	Title
8/19/2021 Date	Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Bid.)

For Bids requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT B
BUSINESS QUESTIONNAIRE

(All Solicitations Valued at $5,000 and above)

1. Name of Proposed Contractor ("Business", herein): Ford of Montebello

Doing Business As: _____
Other business name, if applicable)

EIN# 91-1952967

2. Business Mailing Address: 2747 Via Campo
Street Address

Montebello, CA 90640
City State Zip Code

3. Business Telephone Number: (323) 890-2400 Fax Number: (323) 838-0195

E-mail address: sal@fordofmontebello.net

4. Business Type: ☐ Individual ☒ Corporation ☐ Partnership ☐ Joint Venture

5. Number of Years in Business: _____

6. Annual Gross Revenue: (M represents Millions)

☐ $1M or less ☐ $1M-$5M ☐ $5M-$10M ☐ $10M-$16M ☐ $16M or Over

7. Number of Employees:

☐ Less than 50 ☐ 50-100* ☐ 101-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No

9. Ethnic Group:

☐ African American ☐ Hispanic American ☐ Native American
☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Caucasian
☐ Other (Please Specify) _____

10. Female Owned Business? ☐ Male Owned Business? ☐

11. Type of Work Performed:

☐ Construction ☐ Wholesale/Distributor ☐ Manufacturing
☐ Professional Service ☐ General/Technical Service ☐ Retail

12. Please provide a brief description of your materials and/or services: Ford of Montebello is a Factory-Authorized Ford Dealership selling Parts, Service, and Vehicles.

13. Is the Business a subsidiary of another entity? ☐ Yes ☒ No

14. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☒ No

15. Is any litigation pending against the Business? ☐ Yes ☒ No

16. Has the Business ever been declared "not responsible"? ☐ Yes ☒ No

17. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☒ No

18. Has the Business been a defaulter, as principal, surety or otherwise? ☐ Yes ☒ No

19. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☒ No

20. Is the Business in arrears upon a contract or debt? ☐ Yes ☒ No

21. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☒ No

22. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐ Yes ☒ No

23. If a "yes" response is given under questions 15 through 22, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). GTrans reserves the right to inquire further with respect thereto.

24. Name of principal financial institution for financial responsibility reference.

Name of Bank: Comerica Bank

Address: P.O. Box 75000

City and State: Detroit, Michigan 48275

Officer familiar with bidders account: Andrea McCray

Federal Taxpayer I.D. number: 91-1952967

27. Please check all classifications that apply to your business:

☐ DBE ☐ WBE ☐ MBE ☐ SBE ☐ SBRA ☐ LSAF

28. How were you notified of this solicitation? (Check all that apply—your response to this will help improve our outreach efforts.)

☐ Newspaper ☐ GTrans Website ☐ Direct Mail

☐ E-mail ☒ GTrans Outreach ☐ Telephone

☐ Networking Event ☐ Other (Identify) _____

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) GTrans will have the grounds to terminate any or all contracts which GTrans has or may have with the business; 2) GTrans may disqualify the business named above from consideration for contracts and may remove the business from GTrans's bidders list; or/and 3) GTrans may have grounds for initiating legal action under federal, state or local law.

Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow GTrans to report the amount of subcontracting activity with all businesses that offer the commodities and services used by GTrans.

Printed Name: Sal Avalos Title Parts Manager

Signature of Owner: _____ Date: 8/19/2022

(Owner, CEO, President, Majority Stockholder or Designated Representative)

EXHIBIT C
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of California County of Los Angeles, being first duly sworn, deposes and says that:

1) He/she is Parts Manager of Ford of Montebello,
(Owner,partner,officer,representative,or agent)
the bidder that has submitted the attached bid.

2) He/she is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of Authorized Official

Parts Manager
Title of Authorized Official

Subscribed and sworn to (or affirmed) before me on this 19th day of August, 2022,
by LYNN H. JENSEN, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

LYNN H. JENSEN
COMM. # 2309042
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Comm. Exp. OCT. 18, 2023

EXHIBIT D
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The successful bidder hereby certifies compliance with all applicable equal employment opportunity laws and regulations, as applicable:

1. In implementing the project, the successful bidder 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 successful bidder shall be responsible for requiring that all subcontractors of the project comply with this provision, except subcontracts for standard commercial supplies of new materials.

8/19/2022
Date

Ford of Montebello
Company

By: 
Signature of Authorized Official

Sal Avalos
Print Name of Authorized Official

Parts Manager
Title of Authorized Official

EXHIBIT E
DRUG-FREE WORKPLACE CERTIFICATION

I, Sal Avalos, hereby certify on behalf of
(name of authorized official)
Ford of Montebello 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:

1. 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).
2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
    a. The dangers of drug abuse in the workplace.
    b. The firm's policy of maintaining a drug-free workplace.
    c. Any available counseling, rehabilitation and employee assistance programs, and;
    d. 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.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed Contract:
    a. Will receive a copy of the firm's drug-free policy statement, and;
    b. Will agree to abide by the terms of the firm's statement as a condition of employment on the Contract.

CERTIFICATION:

I, Sal Avalos, 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 19TH day of August, 2022

By _____
(Signature of Authorized Official)

Parts Manager
(Title of Authorized Official)

EXHIBIT F
DESIGNATION OF SUBCONTRACTORS

To comply with the requirements of the California subletting and Subcontracting Fair Practices Act the Bidder shall submit with the Bid the names and business addresses of each subcontractor who will perform work under the contract in excess of ½ of 1 percent of the amount of the total Bid and shall list the portion of the work to be performed by each subcontractor.

Attach additional copies of this form if more space is needed.

Name and Address	License Number	DBE (Included in CUCP List) (Yes / No)	Description of Work/Services	Estimated Dollar Amount
Not Applicable				

EXHIBIT G

STANDARD WARRANTY TERMS

Bidder shall use this space to include standard warranty terms or insert bidder's own form labeled "Exhibit G – Standard Warranty Terms"

Ford Motor Company Powertrain Warranty:

Gas Engines and Transmissions
3 Years / unlimited mileage - No commercial Exceptions
No Fault Core: The core can literally be returned in Pieces and there will Never be a core charge, regardless of condition.

Warranty on fitment Parts: (Balance of Pricing Workbook)
2 years / unlimited mileage - No commercial Exceptions.

EXHIBIT H - QUOTE

In accordance with the Invitation for Bid issued by the City of Gardena Transportation Department (hereinafter referred to as "Buyer"), the undersigned Company hereby agrees to furnish all necessary labor, materials, shipping/delivery and incidentals required for the above stated project as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

Below quotation shall include any labor and shipping. GTrans shall place orders via email on an as-needed basis.

Part #	Description	Unit Price	Quantity	Extended Price
4U9Z-6006-ARM	Ford V10 Rebuilt Engine (excluding manifolds)	4,399.00	1	4399.00
YC2Z-9439-AA	Intake Manifold Gasket	21.01	2	42.02
9C2Z-6A642-AA	Oil Cooler	72.38	1	72.38
7C3Z-8575-B	Thermostat	10.87	1	10.87
F1VY-8255-A	Thermostat Housing O Ring	1.51	1	1.51
8L3Z-6G004-A	Cylinder Head Temperature Sensor	21.34	2	42.68
YC2Z-9448-AA	Exhaust Manifold Gasket	23.43	2	46.86
YC2Z-9448-AB	Exhaust Manifold Gasket	34.43	2	68.86
1W7Z-6B288-AB	Camshaft Position Sensor	24.97	1	24.97
1W7Z-6C315-AB	Crankshaft Position Sensor	27.17	1	27.17

The undersigned agrees that within ten (10) working days after notification of award by the Buyer, execute a Contract in accordance with the terms of this proposal.

Bidder's Company Name	Ford of Montebello
Print Name and Title of Authorized to Sign	Sal Avalos / Parts Manager
Authorized Signature	
Date Signed	8/19/2022
Bid shall be signed by an authorized representative with authority to bind the firm.	

FORM N/A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Pursuant to 49 CFR Part 29, Appendix B)

Not Applicable.

Please see Attachment A, "Federal Clauses & Certifications."

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Ford of Montebello

Signature of Authorized Official: _____ Date 8 / 19 / 2022

Name and Title of Contractor's Authorized Official: Sal Avalos, Parts Manager

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.J
Section: CONSENT CALENDAR
Meeting Date: September 13, 2022

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

AGENDA TITLE: Approve Purchase of Bus Components
CONTACT: TRANSPORTATION

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
GTrans operates one of the largest remaining fleets of New Flyer gasoline hybrid electric buses and has over time experienced many challenges with the reliability and unusually high operating costs of this fleet. One of several critical components of the propulsion system within the bus - drive motors and their associated components - have been difficult to obtain because the manufacturer of the propulsion system went out of business in 2011. In order to keep costs down, GTrans works with other transit agencies to purchase available spares and share repair strategies. Some of the parts, if purchased new, range from $13,000 - $27,000 and may take up to 22 weeks to receive. GTrans has also cultivated relationships with other suppliers to recondition/overhaul existing equipment in order to reduce costs and obtain critical equipment that is no longer available new.

As such, GTrans issued a solicitation for the reconditioning of electric hybrid components used in New Flyer Gasoline Hybrid Electric propulsion drive systems through PlanetBids, which went out to 91 vendors, including 8 DBE/MBEs, and was advertised in the Gardena Valley News, Daily Breeze and several other publications. However GTrans did not receive any proposals. In a survey of prospective proposers, the consensus was they did not have the technical capacity and resources to perform these services. In the past GTrans has purchased these refurbished components from Delta Motors Co., Inc. and when asked, Delta declined to submit because they do not participate in e-procurement bids. They did respond to an emailed bid. Because these components are critical to the operation and maintenance of its fleet of hybrid buses, GTrans wishes to do a sole source purchase with Delta Motors Co., Inc. as there is no other reliable and proven source at this time to provide services for this equipment. GTrans determined the cost to be fair and reasonable, and in line with the cost Delta has charged GTrans for this equipment over the last several years, albeit with reasonable price increases of an average of 5.5% due to rising inflation costs.

This price includes shipping and a two (2) year warranty. Annual totals were estimated based on usage history, and represent estimated need not a guaranteed purchase.

Therefore it is recommended that Council approve the purchase of drive motors and associated equipment from Delta Motors Co., Inc. for an estimated $63,909 which includes applicable sales tax.

FINANCIAL IMPACT/COST:

Funds for bus parts are included in the FY23 budget previously approved by the Council. GTrans has existing federal, state, and local funding available for this purpose. There is no impact to the General Fund.

ATTACHMENTS:

City of Gardena Agreement with Delta Motors.pdf
RFQ 2022-01 Reconditioning of Siemens Components.pdf
Attachment A - Federal Clauses and Certifications.pdf

APPROVED:



_____

Clint Osorio, City Manager

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
DELTA MOTOR CO., INC.

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and DELTA MOTOR CO., INC. ("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 to recondition Siemens hybrid gasoline electric drive components.

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 scope of services outlined in Request for Quote 2022-01 "Reconditioning of Siemens Electric Hybrid Components", and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.

B. The Services shall be performed in accordance with the Project Schedule. 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 Rachel Yoo 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 and incorporate therein Request for Quote 2022-01 "Reconditioning of Siemens Electric Hybrid Components" and Consultant's proposal in response incorporated herein by reference. 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 City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Attachment A, 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.

8. Term of Agreement/Termination.

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.

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. Confidentiality. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial

profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

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

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

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

16. 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.

17. 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.

18. 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 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; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreements.

C. Consultant covenants that thee 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.

19. 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.

20. 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.

21. Insurance.

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 coverage 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. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage 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 coverage under this policy shall be no less than one million dollars ($1,000,000.00) per occurrence.

2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and non-owned autos 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 Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars 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 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, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, 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. 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, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

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.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or 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 retention 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 therefore, 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.

22. Indemnity.

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

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, 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.

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

23. 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.

24. 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.

25. 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 – GTrans
Attn: Rachel Yoo
13999 S. Western Avenue
Gardena, California, 90249
Email: ryoo@gardenabus.com

Delta Motor Co., Inc.
Attn: Doug Yeomans
2492 Brayton Avenue
Signal Hill, California 90755
Email: go-2-delta@msn.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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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. 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.

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

34. 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.

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

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

Date _____

ACCEPTED: DELTA MOTOR CO., INC.

By _____

Date 9-7-2022

APPROVED AS TO FORM:

_____
Carmen Vasquez
City Attorney

Request for Quotation

For

Reconditioning of Siemens Electric Hybrid Components

RFQ No. 2022-01

August 2022

City of Gardena GTrans

13999 S. Western Avenue

Gardena, CA 90249

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INVITATION FOR REQUEST FOR QUOTATION
NO. 2022-01
RECONDITIONING OF SIEMENS ELECTRIC HYBRID COMPONENTS

PUBLIC NOTICE IS HEREBY GIVEN that GTrans of Gardena – its Transportation Department (GTrans) invites and shall receive quotations up to the hour of **3:00 PM (PST) on August 24, 2022** for reconditioning/overhaul services for electric drive components used in New Flyer Gasoline Hybrid Electric propulsion drive systems.

This procurement is a Federal Transit Administration (FTA) funded project and therefore Bidders are hereby bound by all applicable federal, state and local laws and regulations, and certifications. In accordance with the Civil Rights Act of 1964, Proposers are hereby notified that Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBE) are encouraged to submit Proposals and will be afforded full opportunity to submit and participate in this request. Prime contractors should exert best efforts to subcontract work to DBEs and SBEs as part of their Proposal. Proposals received after the date and time specified above shall be rejected by GTrans as non-responsive.

GTrans' annual overall goal for DBE participation for Fiscal Year 2022-24 is 4.0%. A specific DBE participation goal has not been established for this contract. However, DBE and SBE prime contractors and DBE and SBE subcontractors are **STRONGLY ENCOURAGED** to compete for this contract, which will be awarded fairly, without discrimination on the basis of race, color, sex, or national origin.
Copies of the proposals and any addendums may be obtained by visiting GTrans' online procurement platform, "PlanetBids", which can be accessed via GTrans webpage at:

http://ridegtrans.com/contact/how-to-do-business-with-gtrans/

Proposals shall only be accepted via PlanetBids and are due by no later than **August 24, 2022 at 3:00 PM PST.**

PROCUREMENT SCHEDULE

The schedule of activities and corresponding due dates related to this RFQ, are as follows. GTrans reserves the right to modify this schedule as needed.

ACTIVITY	DATE
Release of Request for Quotation	August 12, 2022
Deadline for Questions	August 17, 2022 at 3:00 PM PST
Deadline for Submission of Proposal	August 24, 2022 at 3:00 PM PST

SECTION I

GENERAL INFORMATION

1. INTRODUCTION

The City of Gardena – GTrans is requesting quotation for reconditioning/overhaul services for various electric hybrid components used in New Flyer Gasoline Hybrid Electric propulsion drive systems, model years 2005 through 2010.

2. SUBMITTAL INSTRUCTIONS

The City of Gardena – GTrans uses PlanetBids, a web-based bid management service to manage request for quotes. PlanetBids can be accessed at https://pbsystem.planetbids.com/portal/39470/portal-home. All quotes shall be submitted via PlanetBids. GTrans will not accept submittals through any other platform. **All quotes shall be submitted no later than 3:00 PM PST on Wednesday, August 24, 2022. Questions shall be submitted no later than 3:00 PM PST on Wednesday, August 17, 2022.**

3. GENERAL REQUIREMENTS

All quotations hereunder and the Contract awarded hereunder shall be filled, made and executed in accordance with all laws of the State of California, and of the United States, and of the City of Gardena which related to quotations of this nature, whether same are expressly referred to herein or not. The successful Bidder shall warrant that in performance of the contract, it shall comply with all applicable federal, state and local laws, statues and ordinances and all lawful orders, rules and regulations promulgated thereunder. The successful Bidder will be required to comply with all applicable Equal Employment Opportunity laws and regulations. All of the work performed under the contract shall be done in accordance with the provisions of the Labor Code of the State of California in all respects and reference is hereby made to said Labor Code for further particulars in that regard.

3.1. FEDERAL TRANSIT ADMINISTRATION

This contract will be funded by the Federal Transit Administration (FTA). Therefore, the awarded contractor will be subject to all applicable FTA rules and regulations. Please refer to the FTA Clauses and Certifications document, Att.

3.2. DISADVANTAGED BUSINESS ENTERPRISE

GTrans' annual overall goal for DBE participation for fiscal year 2022-24 is 4%. A specific DBE participation goal has not been established for this contract. However, DBE prime contractors and DBE subcontractors are strongly encouraged to compete for this contract which will be awarded fairly, without discrimination on the basis of race, color, sex, or national origin.

4. QUOTATION

Quotation shall include all labor, taxes, shipping, overhead, and any other additional costs proposed. Prices quoted shall remain firm for the duration of the contract. In the event that the scope of work is substantially modified, the extra cost or credit shall be negotiated based on the submitted rates.

5. PROTEST PROCEDURES

City of Gardena Ordinance No. 1493 specifies the policies and procedures to be used to insure that all purchases, contracts and services are obtained through fair and open competition. The Purchasing Officer has the authority and the responsibility to insure that all procurement is in compliance with this policy.

Should any individual, organization or group believe that these policies have been violated they may make an appeal in writing to the Purchasing Officer who is obligated to investigate the protest and provide an official response to the protest.

Protests shall be submitted within ten (10) working days of notification that a bid has been awarded. All protests shall state specifically:

- The Bid title, opening or award date, purchase order or other identifying data;
- The specific policy that is alleged to have been violated;
- The adverse effect alleged to have resulted from the policy violations;
- The corrective action being sought as a remedy.

The Purchasing Officer will respond in writing to the protester no later than ten (10) working days from receipt of the protest. The response shall include:

- Review of the policy as applied in the transaction being questioned;
- Response to each material issue raised in the protest;
- Statement of whether a violation has indeed occurred;
- Corrective action to be taken if any is warranted.

According to City policies, the decision of the Purchasing Officer is appealable to the City Manager by a firm receiving the decision by the Purchasing Officer. If no appeal has been received in the office of the City Manager on the fifth working day following the date of the decision, the decision of the Purchasing Officer shall be considered final.

Should an appeal be received by the City Manager, a response will be provided to the protester within five (5) working days and shall be considered final.

Whenever possible, the award of procurement will not be made final until all Bid protests have been satisfactorily resolved. Final award will not be made until five (5) days after notification of protest decision has been provided to the protesting party(ies). The City does reserve the right to proceed with the award pending the resolution of the bid protest when it is determined that:

When federal or state funding is involved, these procedures will be followed and will be supplemented by the regulations of the funding source. Should there be a conflict in the funding regulations and those set forth herein by the City, the more restrictive procedure shall take precedence. Bidders can protest directly to FTA in the event that it can be claimed that the City did not follow the selection process described herein, but only within five (5) business days after receipt of the response from the City. The protester shall deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

Bid protests are to be directed in writing to:

City of Gardena – Purchasing Officer
Bid Protest for – RECONDITIONING OF SIEMENS ELECTRIC HYBRID COMPONENTS, RFQ 2022-01
13999 S. Western Ave.
Gardena, CA 90249

Formal Protests shall clearly state the following on the outside of the envelope:

<u>BID PROTEST FOR – "RECONDITIONING OF SIEMENS ELECTRIC HYBRID COMPONENTS, RFQ 2022-01"</u>

6. REQUIRED DOCUMENTS/CHECKLIST

Offeror shall include the following completed documents with their quotation package:

1. Form A – Proposal Checklist
2. Form B – Business Questionnaire
3. Form C – Designation of Subcontractors
4. Form D – Equal Employment Opportunity Certification
5. Form E – Drug-Free Workplace Certification
6. Form F- Proof of Non-Debarment or Suspension (SAM.gov)
7. Form G – Quotation
8. Attachment A – FTA Certifications and Clauses

SECTION II
SCOPE OF WORK

SCOPE OF WORK

1. Approximate Quantities:

The following approximations are being provided as good faith estimates of annual usage, consequently is not guaranteed usage

- 2 - Siemens 96/150 KW Generator, Model No.: 1FV5139-6WS20-Z W12
- 2 - Siemens 200KW Generator, Model No.: 1FV5168-8WS24-Z W12
- 14 - Siemens 85/150 KW Drive Motor, Model No.: 1PV5138-4WS24-Z W12

2. Warranty:

The term of the warranty (parts, labor and tech support) shall be 2 years. The term of warranty shall commence upon GTrans' installation of the components into the vehicle. Warranty shall cover damage to components that results from poor workmanship for components that fail within two years of the installation

3. Other References:

- American National Standards Institute (ANSI/EASA) AR100, 2015, Recommended Practice for the Repair of Rotating Electrical Apparatus
- International Electro technical Commission (IEC) 60072-1, Feb 1991, Dimensions and Output Series for Rotating Electrical Machines - Part 1: Frame Numbers 56 to 400 and Flange Numbers 55 to 1080.
- MIL-D-16791, Jan 1993, Detergents, General Purpose (Liquid Nonionic)
- MIL-I-24092/2, Sep 1993, Insulating Varnish, Solvent Containing, Baking, Flexible, for Dip Processing, Grade CB, Class 130 to 180 Thermal Class
- MIL-I-24092/5, Sep 1993, Insulating Resin, Solventless, Baking, Flexible, for Dip Processing, Grade SF, Class 130 to 180 Thermal Class
- MIL-I-24718/3, Apr 1990, Insulating Resins, Solventless, Vacuum-Pressure-Impregnating Polyester Diallyl Phthalate, Slightly Thixotropic
- National Electrical Manufacturers Association (NEMA) MG1, 2006, Motors and Generators
- Underwriters Laboratories Inc. (UL) 1446, Feb 2007, Standard for Safety Systems of Insulating Materials – General
- U.S. Department of Energy (DOE/GO) 10099-935, Nov 1999, Model Repair Specifications for Low Voltage Induction Motors

4. Contractor Requirements:

4.1 General.

4.1.1 Inspection, test notification, and documentation. Abide by the following requirements for all inspections and tests specified herein.

4.1.2 Original equipment manufacturer's guidance. Adhere to the requirements, cautions, and warnings stated in the motor manufacturer's instruction book during the performance of this work.

4.1.3 Materials. New material used or installed during work on the components shall be equal or superior to the material used by the original manufacturer. If materials deviate from original equipment manufacturer (OEM) specification than the contractor shall supply GTrans with supporting documentation for approved equal replacement.

4.1.4 Overhaul technician. Inspection and shop work shall be performed by a firm that is a member of the Electrical Apparatus Service Association (EASA) and that shop shall adhere to the association's standards, including ANSI/EASA AR100.

4.2 Initial inspection. Prior to performing the shop work specified by the work item, the repair facility shall accomplish the following

4.2.1 Disassembly and inspections. Unpack the assembly, disassemble and remove the Rotor.

4.2.2 Visual inspections. Perform a visual inspection of the components for the presence of contamination by dust, dirt, moisture, oil, and other foreign matter. Attempt to determine the origin, such as leaking seals, or any unusual conditions prior to the start of cleaning. Note all abnormal conditions on the stator, rotor, and windings. Carefully examine the interior of the component for loose objects such as, nuts and bolts; remove all such items. Inspect all electrical connections for tightness. Check all wedges, bands, and soldered connections and correct any minor deficiencies. Check for evidence of overheating, both general and localized. Identify any mechanical deficiencies, including non-conformance with Section 2 of ANSI/EASA AR100. Inspect insulation condition in accordance with Section 4 of ANSI/EASA AR100. Record all findings, including the types of contaminants (oil, water, carbon, dirt, etc.) found.

4.2.3 Accessories. Replace Temperature Sensor and inspect accessories, such as Encoders and the associated internal wiring. Test accessory operation and submit a CFR with recommendations for repair or renewal.

4.2.4 Digital Documentation. During inspection process any unusual wear or damage shall be digitally documented and provided to GTrans as an attachment to Quote for refurbishment this shall include but not limited to any CFR submitted in excess of $100

4.3 Initial insulation resistance tests. Assess insulation system conditions in accordance with Section 4.2 of ANSI/EASA AR100. At a minimum, the following shall be performed:

4.3.1 Insulation resistance test. Measure and record the insulation resistance of stator and rotor windings per Section 4.2.1 of ANSI/EASA AR100.

4.3.2 Insulation resistance polarization index (PI) test. Measure and record stator and rotor winding PI test data per Section 4.2.2 of ANSI/EASA AR100.

4.3.3 Initial winding tests. Assess winding conditions in accordance with Section 4.3 of ANSI/EASA AR100.

4.4 Shop work. Perform the following work at repair facility:

4.4.1 Cleaning and reconditioning. When stated in the work item, or if a Change Request has been released and authorized by GTrans, clean and recondition the designated per guideline of ANSI/EASA AR100

4.4.2 Rewinding. The winding should maintain the same electrical characteristics as the original. Winding data should be reviewed for accuracy in accordance to Section 3 ANSI/EASA AR100

4.4.3 Bearings. Replace all bearings with new OEM equivalent or superior quality.

4.4.4 Powered by an Inverter. GTrans Gasoline Hybrid Electric Vehicles components are powered by an Inverter and therefor the motor is powered by a pulse-width-modulated inverter. The windings shall be sufficiently insulated and supported to withstand this type of power supply.

Magnet wire must be of a design intended for inverter duty. The wire manufacturer and specification shall be approved by GTrans prior to using.

4.4.5 Miscellaneous repairs. When stated in the work item, or if a Change Request has been released and authorized by GTrans, repair the designated motor per the applicable paragraph of Appendix C shown in Table 1 below.

4.5 Subcontracted Work. If any work is to be subcontracted (e.g., rotor balancing) or any subassemblies (e.g., formed coils) are to be provided by outside sources, the purchaser shall be advised of the providers of these parts/services as soon as it is known they are required.

4.6 Load Run. The component shall be run and load tested to within 2/3 capacity of nameplate voltage and checked for balanced currents and vibration. When applicable Encoder will be calibrated during bench testing to ensure timing accuracy. Test specifications shall be noted on the Repairer's Q/C Form.

4.7 Re-used Components. All parts of the component must be cleaned, primed and painted.

4.8 Component Identification. All GTrans refurbished equipment will have an identification plate attached to the motor in an easily accessible location.

4.8.1 Identification Plate. Will include the name of the company which performed the refurbishment. Related job number and date refurbishment was performed.

TABLE 1 – MISCELLANEOUS REPAIRS MATRIX

REPAIR	APPENDIX C
Shafting	**C2.1**
Frame and bearing housings	**C2.2**
Temperature sensors	**C2.3**

4.9 Balancing. Dynamically balance the rotor assembly per the manufacturer's specifications and the following:

4.9.1 In the absence of manufacturer's balancing specifications, balance per ANSI S2.19 to quality grade G as follows:

4.9.2 Reassembly. Reassemble the motor and reinstall all motor access covers and fasteners, except those at the terminal box.

4.9.3 Replace all disturbed seals, gaskets and O-rings with new OEM equivalent or superior quality.

4.10 Shop Acceptance Testing. Perform the following shop acceptance tests:

4.10.1 Final shop insulation resistance tests. Assess insulation system conditions in accordance with Section 4.2 of ANSI/EASA AR100. At a minimum, the following shall be performed:

4.10.2 Insulation resistance test. Measure and record the insulation resistance of stator and rotor windings per Section 4.2 of ANSI/EASA AR100.

4.10.3 Insulation resistance polarization index (PI) test. Measure and record stator and rotor winding PI test data per Section 4.2 of ANSI/EASA AR100.

4.10.4 Bearing insulation resistance test. Measure and record bearing insulation resistance per Section 4.2 of ANSI/EASA AR100.

4.10.5 Winding tests. Assess winding conditions in accordance with Section 4 of ANSI/EASA AR100.

4.10.6 High potential tests. Perform high potential tests in accordance with Section 4 of ANSI/EASA AR100.

4.10.7 Accessory tests. Test accessories in accordance with Section 4.4.2 of ANSI/EASA AR100.

4.10.8 Packaging. Package the component assembly for transport back to GTrans. If the component will not be promptly reinstalled, store the packing crate in a climate-controlled environment or pack the container with desiccant and shrink-wrap it with heavy plastic film.

APPENDIX A - Recondition AC Component

A1. Scope:

A1.1 Intent. This appendix describes the requirements for reconditioning alternating current (AC) component windings.

A2. Requirements:

A2.1 Insulation treatment. Upon satisfactory completion of cleaning, drying, and any other authorized repairs, accomplish insulation treatment of the rotor and stator windings per Section 3 and Section 4 of ANSI/EASA AR100.

APPENDIX B - Rewind AC Component

B1. Scope:

B1.1 Intent. This appendix describes the requirements for rewinding an alternating current (AC) component at a suitable repair facility

B2. Requirements:

B2.1 Core loss test. Perform an insulation resistance test in accordance with Section 4.2 of ANSI/EASA AR100.

B2.2 Rewinding. Strip, clean, test, and rewind the component per Section 3 of ANSI/EASA AR100, observing the following:

B2.2.1 Burn out. Strip the old windings in accordance with Section 3.3 of ANSI/EASA AR100.

B2.2.2 Cleaning. Clean and dry each core in accordance with Section 1.5 of ANSI/EASA AR10

B2.2.3 Core inspection. Re-perform the test of paragraph C2.1 above on the bare core. If results are unsatisfactory or there is visual evidence of damage, submit a CFR with the recommended repair course of action.

B2.2.4 Core preparation. Prepare the bare core for winding, touching up the interlaminar insulation, varnishing the iron, and installing ground wall insulation, as necessary, to restore component to a like new condition.

B2.2.5 Windings. Wind coils in accordance with Sections 3 of ANSI/EASA AR100.

B2.2.6 Banding. Apply banding in accordance with Section 3.13 of ANSI/EASA AR100. Use the same type of wire or glass banding that was installed by the original manufacturer. Do not substitute one for the other, nor replace magnetic banding wire with non-magnetic or vice versa.

B2.2.7 Quality assurance. Visually inspect and test the windings per Section 2.7.8 of DOE/GO 10099-935 prior to impregnation to ensure that there are no improper connections or shorted turns.

B2.3 Vacuum-pressure impregnation. Upon satisfactory completion of rewinding and any other authorized repairs, accomplish insulation treatment of the rotor and stator windings per Section 3.4, Section 3.7 and Section 4.4 of ANSI/EASA AR100 using the vacuum pressure impregnation (VPI) method.

APPENDIX C - Miscellaneous AC Component Repairs

C1. Scope:

C1.1 Intent. This appendix describes the requirements for miscellaneous repairs to an alternating current (AC) component.

C2. Requirements:

C2.1 Shafting. Correct shafting deficiencies in accordance with Section 2.1 of ANSI/EASA AR100. Renew cracked or bent shafts; do not attempt weld repair or straightening unless specifically authorized by the work item or Change Request.

C2.2 Frame and bearing housings. Repair the frame and bearing housings in accordance with Section 2.4 of ANSI/EASA AR100.

C2.3 Temperature sensors. Replace with new "Only"

C3. Common repairs. The above are the most common miscellaneous repairs. Requirements for correcting other deficiencies shall be submitted as extra work.

APPENDIX D

D1. Quality Control:

D1.1 Measuring Instrument.

D1.1.1 Calibration:

All measuring instruments shall be calibrated regularly. The calibration records shall be available for purchaser inspection. Minimum frequency of calibration shall be annually, except:

- Insulation Testers. Insulation resistance testers—every six months to a known resistance.
- Dimension Meters. Micrometers, Vernier calipers and other dimension measuring devices every six months against a minimum grade AA gauge block set.
- Bore Gauges. Bore gauges shall be calibrated to a certified standard before and after each use.

D1.1.2 Storage:

All measuring equipment shall be stored in a clean dry environment.

D1.2 Bench Testing

D1.2.1 Data / Forms:

- Contractor Database: every component must be characterized & documented. Contractor will retain records, to include component specifications, (serial number, Model Number, Q/C measurement points, tolerances, manufactured date, Q/C Technician, job number, (BOM) list specific to each component etc.) Copy of this information will be provided to GTrans upon receipt of equipment.

- Contractor shall create form outlining final test out procedures and specifications standards noting that performance standards will be equivalent to (OEM) “New” or superior.
- Each area of assessment will be documented and signed off by the technician who performed final Q/C.

D1.2.2 Documentation:

- Copy of final Q/C will be attached to equipment and delivered to GTrans.

APPENDIX E

E1. Deliverables:

E1.1 Cores:

- Contractor will be notified by GTrans for core retrieval. Contractor shall provide freight and handling. Retrieval of cores once notified by GTrans shall not exceed two (2) business days.

E1.2 Quotes:

- Components replaced outside of a general refurbishment will be outlined separately from the normal work performed. If prescribed work costs exceed $100 dollars, then a digital photo of the component or item will be included within the quotation for repair. Components referenced will include a P/N when applicable. Quote submittals shall not exceed five (5) business days from the date of retrieval of core.

The following conditions shall be assumed for the term of the contract:

1. **Freight / Handling:** All costs associated with shipping to include pick-up, packaging, and delivery shall be included within the total cost of the unit.
2. **Turn Around:** Refurbished equipment shall be returned to GTrans within ten (10) business days of shipping or pick-up date.

SECTION III
REQUIRED DOCUMENTS

FORM A
SUBMITTAL CHECK LIST

This checklist shall be completed and returned with your quotation. Failure to return this checklist and the required documents may be cause for considering the proposal non-responsive.

	DESCRIPTION	REQUIRED FORMS REFERENCE LETTER	PROPOSER'S INITIALS
1.	SUBMITTAL CHECKLIST (THIS FORM)	A	
2.	BUSINESS QUESTIONNAIRE	B	
3.	DESIGNATION OF SUBCONTRACTORS	C	
4.	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	D	
5.	DRUG-FREE WORKPLACE CERTIFICATION	E	
6.	PROOF NON-DEBARRMENT OR SUSPENSION	F	
7.	QUOTATION	G	

Company Name:	Delta Motor Co. Inc.
Name of Bidder initialing document (print):	Doug Yeomans
Email address of Company Contact:	go-2-delta@msn.com or tsanchez_delta@msn.com
Signature:	
Title:	Doug Yeomans, President / CEO or Tim Sanchez / Service Manager
Date:	08/16/2022

FORM B
BUSINESS QUESTIONNAIRE

1. Name of Proposed Contractor ("Business", herein): Delta Motor Co., Inc.

Doing Business As: N/A
Other business name, if applicable)

EIN# 95-2038022

2. Business Mailing Address: 2492 Brayton Avenue
Street Address

Signal Hill, CA 90755
City State Zip Code

3. Business Telephone Number: (562) 424-2824 Fax Number: (562) 426-3504

E-mail address:
go-2-delta@msn.com

4. Business Type: ☐ Individual ☑ Corporation ☐ Partnership ☐ Joint Venture

5. Number of Years in Business: 77 Years

6. Annual Gross Revenue: (M represents Millions)

☐ $1M or less ☑ $1M-$5M ☐ $5M-$10M ☐ $10M-$16M ☐ $16M or Over

7. Number of Employees:

☑ Less than 50 ☐ 50-100* ☐ 101-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☑ No

9. Ethnic Group: ☐ African American ☐ Hispanic American ☐ Native American
☐ Asian Pacific American ☐ Subcontinent Asian American ☑ Caucasian
☐ Other (Please Specify)

10. Female Owned Business? ☐ Male Owned Business? ☑

11. Type of Work Performed: ☐ Construction ☐ Wholesale/Distributor ☐ Manufacturing
☐ Professional Service ☑ General/Technical Service ☐ Retail

12. Please provide a brief description of your materials and/or services:
Delta Motor Company is a sales and service center for electric motors, generator and other related apparatus.

13. Is the Business a subsidiary of another entity? ☐ Yes ☑ No

14. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐Yes ☑No

15. Is any litigation pending against the Business? ☐ Yes ☑ No

16. Has the Business ever been declared a "not responsible" vendor by a public agency? ☐ Yes ☑ No

17. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☑ No

FORM B - Continued

BUSINESS QUESTIONNAIRE

18. Has the Business been a defaulter, as principal, surety or otherwise? ☐ Yes ☑ No19. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☑ No

20. Is the Business in arrears upon a contract or debt? ☐ Yes ☑ No

21. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☑ No

22. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐ Yes ☑ No

23. If a "yes" response is given under questions 15 through 22, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). GTrans reserves the right to inquire further with respect thereto.

24. Name of principal financial institution for financial responsibility reference.

Name of Bank: Bank of America

Address: 2800 N Main, Ste. 2068

City and State: Santa Ana, CA 92705

Officer familiar with bidders account: _____

Federal Taxpayer I.D. number: _____

27. Please check all classifications that apply to your business:

☐ DBE ☐ WBE ☐ MBE ☐ SBE ☐ SBRA ☐ LSAF

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) GTrans will have the grounds to terminate any or all contracts which GTrans has or may have with the business; 2) GTrans may disqualify the business named above from consideration for contracts and may remove the business from GTrans' bidders list; or/and 3) GTrans may have grounds for initiating legal action under federal, state or local law.

Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow GTrans to report the amount of subcontracting activity with all businesses that offer the commodities and services used by GTrans.

Printed Name: Doug Yeomans Title Owner/ President / CEO

Signature of Owner: Doug Yeomans Date: 08/16/2022

(Owner, CEO, President, Majority Stockholder or Designated Representative)

FORM C
DESIGNATION OF SUBCONTRACTORS

Contractor shall provide the names and business addresses of each subcontractor who will perform work under the contract. ● We are a full service repair facility we do not use subcontractors.

Attach additional copies of this form if more space is needed.

Company Name and Address / Contact Name and Phone No.	DBE (Included in CUCP List)	Description of Work/Services	Estimated Dollar Amount

EXHIBIT D
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The successful bidder hereby certifies compliance with all applicable equal employment opportunity laws and regulations, as applicable:

1. In implementing the project, the successful bidder 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 successful bidder shall be responsible for requiring that all subcontractors of the project comply with this provision, except subcontracts for standard commercial supplies of new materials.

08/16/2022
Date

Delta Motor Co. Inc.
Company

By: Doug Yeomans
Signature of Authorized Official

Doug Yeomans
Print Name of Authorized Official

Owner/ President / CEO
Title of Authorized Official

EXHIBIT E
DRUG-FREE WORKPLACE CERTIFICATION

I, Doug Yeomans, hereby certify on behalf of
(name of authorized official)

Delta Motor Co. Inc. 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:

1. 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).
2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
    a. The dangers of drug abuse in the workplace.
    b. The firm's policy of maintaining a drug-free workplace.
    c. Any available counseling, rehabilitation and employee assistance programs, and;
    d. 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.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed Contract:
    a. Will receive a copy of the firm's drug-free policy statement, and;
    b. Will agree to abide by the terms of the firm's statement as a condition of employment on the Contract.

CERTIFICATION:

I, Doug Yeomans, 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 16th day of August, 2022

By _____
(Signature of Authorized Official)

Owner/ President / CEO
(Title of Authorized Official)

FORM F

PROOF OF NON-DEBARMENT OR SUSPENSION

*(*THIS IS A SAMPLE ONLY)*

WWW. SAM.GOV

SAM Search Results
List of records matching your search for :

Search Term : new* flyer*
Record Status: Active

SAMPLE

ENTITY	New Flyer of America Inc.	Status: Active
DUNS: 621887959	+4:	CAGE Code: 3M[illegible] DoDAAC:
Expiration Date: Apr 30, 201[illegible]	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 6200 G[illegible]arlson Dr		
City: Saint Clou[illegible]	State/Province: MINNESOTA	
ZIP Code: 56301-8852	Country: UNITED STATES	

FORM G
QUOTATION

In accordance with the Request for Quotation issued by the City of Gardena Transportation Department (hereinafter referred to as "Buyer"), the undersigned Company hereby agrees to furnish all necessary labor, materials, shipping/delivery and incidentals required for the above stated project as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

Below quotation shall include any labor, taxes and shipping. GTrans shall place orders via email on an as-needed basis.

Model Number:	1FV5139-6WS20-Z W12	1FV5168-8WS24-Z W12	1PV5138-4WS24-Z W12
Name:	Siemens 96/150 KW Generator	Siemens 200 KW Generator	Siemens 85/150 KW Drive Motors
Quantity:	Up to 2	Up to 2	Up to 14
Turn Around Time:	15 Working Days	20 Working Days	15 Working Days
Warranty Term:	2 Years	2 Years	2 Years
Material Cost Per Unit:	$ 1,050.00 (Taxable @ 10.25%)	$ 1,400.00 (Taxable @ 10.25%)	$ 1,050.00 (Taxable @ 10.25%)
Labor Cost Per Unit:	$ 2,175.00	$ 3,750.00	$ 2,175.00
Labor Hourly Rate for Additional Work*:	$ 75.00	$ 75.00	$ 75.00
Subtotal	$ 3,225.00 + 107.62 Tax	$ 5,150.00 + 143.50 Tax	$ 3,225.00 + 107.62 Tax
Grand Total	$ 3,332.62	$ 5,293.50	$ 3,332.62

*Additional Work must be pre-approved by GTrans prior to execution.

FORM G - Continued
QUOTATION

The undersigned agrees that within ten (10) working days after notification of award by the Buyer, execute a Contract in accordance with the terms of this proposal.

(Seal if proposed by a Corporation)

Bidder's Company Name	Delta Motor Co., Inc.
Address	2492 Brayton Avenue
City, State, Zip	Signal Hill, CA 90755
Phone Number	562-424-2824
Fax Number	562-426-3504
Email Address	go-2-delta@msn.com
Federal Employer ID/ TIN No.	95-2038022
Title of Person Authorized to Sign	Owner/ President / CEO
Print Name Authorized to Sign	Doug Yeomans
Authorized Signature	
Date Signed	08/16/2022
Bid shall be signed by an authorized representative with authority to bind the firm.	

RFQ 2022-01
Reconditioning of Siemens Electric Hybrid Components

Attachment A
Federal Clauses & Certifications

Federal Clauses

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:
a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least $25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and

applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause—
1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

    1. Procure or obtain;

    2. Extend or renew a contract to procure or obtain;or

    3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

        i. For the purpose of public saftey, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).

        ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

        iii. Telecommunications or video surveillance equipment or services procuced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232,section 889 for additional in formation.

d. See also $ 200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)
The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)
The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been

issued for the convenience of the Agency.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)
The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

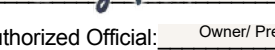
      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Delta Motor Co., Inc.

Signature of Authorized Official:  Date 08/16/2022

Name and Title of Contractor's Authorized Official: Owner/ President / CEO

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Doug Yeomans / Owner/ President / CEO hereby certify
(Name and title of official)

On behalf of Delta Motor Co., Inc. that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: Delta Motor Co., Inc.

Type or print name: Doug Yeomans

Signature of authorized representative: Doug Yeomans Date 08/16/2022

Signature of notary and SEAL:

JEFF HERGESHEIMER
Notary Public - California
Los Angeles County
Commission # 2262437
My Comm. Expires Nov 9, 2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On 9/7/2022, before me,

Jeff Hergesheimer, Notary Public, personally appeared

Douglas S Yeomans

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

JEFF HERGESHEIMER
Notary Public - California
Los Angeles County
Commission # 2262437
My Comm. Expires Nov 9, 2022

WITNESS my hand and official seal.

SIGNATURE

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Contract

Document Date: 9/7/2022 Number of Pages: 9

Signer(s) Other than Named Above: Nena Williams

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda

Website: www.cityofgardena.org

Tuesday, September 6, 2022 – 7:00 PM

1700 W. 162nd Street, Gardena, California

5. **PUBLIC HEARING ITEMS**

5.A **Zone Text Amendment #2-22 (Ordinance No. 1844)**

The Planning Commission considered an Ordinance amending Title 18, Zoning, of the Gardena Municipal Code to prohibit short-term rentals of residences for lodging purposes and short-term rentals of residences for other commercial uses not listed as allowed uses under the Gardena Municipal Code. The Ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to the commonsense exemption set forth in Guidelines section 15061(b)(3).

APPLICANT: City

LOCATION: Citywide

Staff Report.pdf

Attachment A - Council Agenda Staff Report.pdf

Attachment B - Council PowerPoint Presentation.pdf

Attachment C - Public Comment 08.22.2022.pdf

Attachment C - Public Comments Received 09.06.2022.pdf

Attachment D - Resolution No. PC 11-22_Draft Ordinance.pdf

Commission Action: The Planning Commission adopted Ordinance No. PC 11-22, by vote of 3-1-0, recommending the City Council adopt Ordinance No. 1844 to prohibit short-term rentals.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 11.A
Section: DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES
Meeting Date: September 13, 2022

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

AGENDA TITLE: Worker's Compensation Third-Party Administrator (TPA) Professional Services Agreement

COUNCIL ACTION REQUIRED:

Staff Recommendation: Authorize and Execute a Professional Services Agreement

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council authorize and execute an agreement with LWP Claims Solutions, Inc (LWP) for professional services as the Third Party Administrator (TPA) of the City's self-insured workers' compensation for the period from November 1, 2022 through October 31, 2025,with two additional one-year options at the City's direction to exercise.

On June 3, 2022 the City issued a request for proposal (RFP) for Third Party Workers' Compensation Claims Administration and received five responses, which the City and its consultant did a comprehensive review of each of these proposals and invited the top three candidates; LWP, Intercare Holdings Inc, and Acclamation Insurance Management Services (AIMS) to be interviewed by City staff and our consultant. The City considered various factors in making a final selection, including the annual claims administration fee to the City, the cost for additional services (including bill review and utilization review) , the staffing levels offered by the TPA as part of the flat annual claims administration fee, the TPA's approach to claims management, the management team assigned to the account and the TPA's recommendation for reducing the City's overall expenditures on workers compensation claims. Based on these factors, staff recommends LWP as the best qualified candidate to meet the City's needs and administer the workers' compensation program.

LWP has been in business for over thirty years, has extensive experience with self-insured municipalities and based on a review of LWP's detailed written proposal, the presentation by LWP and discussions with current public entity LWP clients, staff believes entering into an agreement with LWP, will over the course of the agreement promote financial stability by reducing the current inventory of open claims, resolving future claims before the litigation stage and ensuring that injured City employees receive the medical treatment they need in a timely efficient manner.

LWP will replace the City's current TPA; Adminsure who's contract expires on October 31, 2022 and has been the City's TPA since 2007. The City has had a long satisfactory relationship with Adminsure, a competitive proposal process was completed in order to ensure that the City is obtaining the best price for the most efficient services.

Staff therefore recommends that the City Council approve the professional services agreement with LWP.

FINANCIAL IMPACT/COST:

Fiscal Year	Total Fixed Costs	Funding Source
2022-23	$172,833	Workers' Comp Fund 13
2023-24	$255,460	Workers' Comp Fund 13
2024-25	$263,049	Workers' Comp Fund 13
2025-26	$270,865	Workers' Comp Fund 13
2026-27	$278,916	Workers' Comp Fund 13
2027-28	$93,042	Workers' Comp Fund 13
TOTAL	**$1,334,165**	

ATTACHMENTS:

Staff_Report_-_RFP_ TPA_SEP 13 2022.pdf
LWP Claims Solutions, Inc- Agreement.pdf

APPROVED:



_____

Clint Osorio, City Manager

City of Gardena
City Council Meeting

Department: Administrative Services
Meeting Date: September 13, 2022

AGENDA STAFF REPORT

AGENDA TITLE: WORKER'S COMPENSATION THIRD-PARTY ADMINSTRATOR (TPA) PROFESSIONAL SERVICES AGREEMENT

RECOMMENDATION:

Staff respectfully recommends that City Council authorize and execute an agreement with LWP Claims Solutions, Inc (LWP) for professional services as the Third-Party Administrator (TPA) of the City's self-insured workers' compensation program for the period from November 1, 2022, through October 31, 2025, with two additional one-year options at the City's direction to exercise.

BACKGROUND:

Worker's compensation, which is mandated by the State Labor Code, provides medical treatment coverage, temporary and permanent disability payments, survivor's death benefits and total disability pension benefits for employees, officers and elected officials suffering from an industrial injury or illness. The City self-insures for workers' compensation and contracts with a TPA to administer claims. The TPA model allows the City to benefit from professional, experienced claims handlers who are able to draw on a large knowledge pool, past experiences, and current trends to assist in reducing outside litigation costs.

The City issued a request for proposal (RFP) for a Third-Party Administrator (TPA) for Workers' Compensation claims and received five (5) responses:

1. Acclamation Insurance Management Services (AIMS)
2. Intercare Holdings Inc.
3. LWP Claims Solutions, Inc. (LWP)
4. ICS
5. Tristar

City Administrative Services Staff and the City's consultant for workers compensation, Tony Su with TCS Risk Management Services, LLC, reviewed the proposals. The analysis included annual claims administration fee to the City, cost for additional services (including bill review and utilization review), staffing levels offered by the TPA as part of the flat annual claims administration fee, the TPA's approach to claims management, the management team assigned to the account, the TPA's recommendation for reducing the City's overall expenditures on workers' compensation claims, the overall total projected five-year costs, Municipal Clients and Client references. Three (3) firms were selected to move forward and participate in an in-person interview on Monday August 29, 2022, with City Staff and our consultant. The staff included on the interview panel was Ray Beeman, Director of Administrative Services, Diana Schnur, Human Resources Manager, Jessica Anderson, Human Resources Analyst, Todd Fox, Police Captain, Ernie Crespo, Director of Transportation and Tony Su, Consultant with TCS Risk Management Services, LLC.

The three (3) firms interviewed, and their projected 5-Year Total Fixed Fees were as follows:

1) AIMS – Estimated 5-Year Annual Fixed Fees - $1,420,993
2) Intercare Holdings, Inc - Estimated 5-Year Annual Fixed Fees - $1,659,482
3) LWP - Estimated 5-Year Annual Fixed Fees - $1,334,165

The panel interview consisted of an applicant presentation on the specifics of what their company had to offer the City, followed by a question and answer round table with the applicants. At the conclusion of the interviews, the panel discussed the specifics of each of the distinctive services offered by each company, the companies' fit with the City and the relative cost of each. Based on this analysis, staff is recommending the contract be awarded to LWP. LWP will replace the City's current TPA, Adminsure; Adminsure's contract expires on October 31, 2022 and has been the City's TPA since 2007. The City has had a long satisfactory relationship with Adminsure. A competitive proposal process was completed in order to ensure that the City is obtaining the best price for the most efficient services.

LWP has been in business for over thirty years and has extensive experience with self-insured municipalities. Based on a review of LWP's detailed written proposal, the presentation by LWP and discussion with current public entity LWP clients, staff believes entering into an agreement with LWP, will over the course of the agreement, promote financial stability by reducing the current inventory of open claims, resolving future claims before the litigation stage and ensuring that injured City employees receive the medical treatment they need in a timely efficient manner. LWP has significant experience with transportation and police operations.

CONCLUSION:

Based on all the factors of service, cost and fit with the City of Gardena, and the extensive process the City completed to select a new TPA, staff recommends that City Council approve a professional agreement with LWP Claims Solutions, Inc (LWP) for professional services as the Third-Party Administrator (TPA) of the City's self-insured workers' compensation program for the period from November 1, 2022, through October 31, 2025, with two (2) additional one-year options at the City's discretion to exercise.

Submitted by: Ray Beeman, Director of Administrative Services **Date:** September 13, 2022

AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
LWP Claims Solutions, Inc.
FOR THIRD PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION

This contract, hereinafter referred to as Agreement is entered into this October 17, 2022, by and between THE CITY OF GARDENA ("City") and LWP Claims Solutions, Inc., a California corporation ("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 third party workers' compensation claims administration.

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. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference, unless otherwise instructed by City.

B. 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 the Consultant in addition to the Services set forth above, City shall authorize the 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 B. 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. City shall pay to Consultant an annual fee of two hundred forty-eight thousand dollars ($248,000) for year one (1); two hundred fifty-five thousand, four hundred and forty dollars ($255,440) for year two (2); two hundred sixty-three thousand, one hundred and three dollars ($263,103) for year three (3); two hundred seventy thousand, nine hundred and ninety-six dollars ($270,996) for optional renewal year four (4), should the City exercise that option; and two hundred seventy-nine thousand, one hundred twenty-six-two dollars ($279,126) for optional renewal year five (5), should the City exercise that option; as set forth in Exhibit "B". Additionally, there will be a one-time Transition Fee of five thousand dollars ($5,000) and an annual administration fee of two thousand and five hundred dollars ($2,500). Additionally, City and Consultant have agreed to streamline the managed care costs associated with all workers' compensation claims. Therefore, fees for managed care services will be charged in accordance with Exhibit "B" and may be in addition to the annual fee described above. It is hereby mutually understood by City and Consultant that the fees specified in this Agreement for Consultant's services are all-inclusive. Accordingly, there will be no additional payments made to Consultant for additional services, supplies, etc., other than as set forth in this Agreement.

8. Term of Agreement/Termination.

A. The term of this Agreement shall be for three (3) years commencing November 1, 2022, and expiring October 31, 2025 (notwithstanding, Consultant agrees to begin accepting new claims from CITY two (2) weeks prior to November 1, 2022, in an effort to effectuate the transition of services – all terms herein apply during this transition period – covered in part by the Transition Fee described herein). At the

conclusion of the initial three (3) years, the CITY shall have two (2) options to renew this Agreement for additional one (1) year terms. If the terms, conditions, and pricing of any renewal remain as set forth herein, the parties shall execute an amendment to this Agreement approved by the City Manager. If the parties renegotiate the terms, conditions or pricing of the Agreement, the parties shall execute an amendment to this Agreement approved by the City Council. If after the conclusion of the initial or renewed term the parties decide to renew but have not completed renegotiations on a renewed agreement, the term of this Agreement or renewed agreement, as applicable, shall be on a month-to-month basis until a renewed agreement becomes effective. The month-to-month term shall be on the same terms and conditions of this Agreement or renewed agreement, as applicable

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 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.

C. Consultant covenants that thee 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. Insurance.

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 coverage 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. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage 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 coverage 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 coverage 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 Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars 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 or 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 retention 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 therefore, 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.

21. 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.

22. 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.

23. 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.

24. 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 and telephone numbers of the parties are as follows:

City of Gardena:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Ray Beeman
E-mail: rbeeman@cityofgardena.org

Consultant: LWP Claims Solutions
35 Miller Ave. #214
Mill Valley, Ca. 94941
Attn: Judy Adlam
E-mail: j_adlam@lwpclaims.com
Telephone Number: (415) 384-0370

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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

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

"City"
City of Gardena

By: _____
Tasha Cerda
Mayor

Date: _____

"Consultant"
LWP Claims Solutions, Inc.

By: Judy Adlam
Name: Judy Adlam
Title: President + CEO

Date: 9/6/22

By: Sheri Lynn Erickson
Name: Sheri Lynn Erickson
Title: CFO

Date: 9/6/2022

ATTEST:

_____
Mina Semenza, City Clerk

APPROVED AS TO FORM:

_____
CARMEN VASQUEZ, City Attorney

EXHIBIT A

EXHIBIT A

REQUEST FOR PROPOSALS
for
Third Party Workers' Compensation Claims Administration

RFP Release Date: June 3, 2022
RFP Submission Deadline: July 6, 2022, 5:00 p.m.

RFP #2022-001

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1 General Information

The purpose of this RFP is to provide prospective Third-Party Administrators (TPA) with information that will enable them to prepare and submit a proposal for third party workers' compensation claims administration services for City of Gardena's (the City) self-insured workers' compensation program.

TPAs responding to this proposal must be appropriately licensed and approved to provide workers' compensation claims administration services in the State of California and recognized by OSIP (Office of Self Insurance Plans, California Department of Insurance) as a current valid TPA for self-insured WC programs. Examiners assigned to this account must also possess a valid self-insured administrator certification issued by the California Office of Self-Insurance Plans, Department of Insurance.

The City seeks a TPA partnership that will deliver objective and measurable results that will reduce its total WC program cost. This RFP process will result in an award of a service agreement that will include the takeover of all existing City WC claims (including existing closed claims that reopen) and all new claims beginning Nov 1, 2022. The term of the contract will be for three years with the option of two additional one-year extensions for a total of five years. Quality of claim administration and client service is paramount in this program thus all respondents will be requested to propose fees based on a fixed staffing model. Companies are encouraged to describe why they are uniquely qualified to best assist The City to achieve its goals and cite examples of similar quantifiable successes.

2 Overview of City of Gardena– City of Opportunity

The City of Gardena, California, is a full-service city of 5.9 square miles with an ethnically mixed population of just under 59,000. Located in the South Bay region of Los Angeles County, The City has a population of 58,829 (per the 2010 census). The City has active "Sister City" affiliations with Ichikawa, Japan and Huatabampo, Mexico. Gardena is known for its rich cultural diversity and beautiful landscaping. Gardena is a family-oriented City with many programs to meet the needs of both the family and single population. The city is proud of its high quality of life.

Primary City departments include City Manager, Administrative Services, Community Development, Police, Public Works, Recreation and Human Services, and GTrans (City Bus line). The City reported 521 employees on the 2021 OSIP report with a total payroll of $34 million.

Gardena workers' compensation claims have been administered by Adminsure for a number of years. Currently, The City has approximately 180 open workers' compensation claims with annual claim frequency of approximately 64 claims per year (three-year average). Total WC liabilities is $8 million with annual benefit payments totaling $2.4 million.

3 Workers' Compensation Excess Program

As a self-insured employer, The City has secured specific excess insurance through PRISM since 2018 to limit its per claim workers' compensation losses. Prior to PRISM, excess insurance was maintained for most years from a verity of carriers with different retention levels. As such, the selected TPA will be required to appropriately report to the applicable excess carrier any claim which qualifies and when appropriate request reimbursement for amounts in excess of the specific retention. The selected TPA is expected to document excess reports and reimbursement requests in the appropriate claim file. All recovery checks must be documented in the claim file (date, check numbers, amount or a scanned image) before forwarding the checks to The City. Detailed excess policy information will be provided to the selected TPA.

4 Terms of Agreement and Insurance requirements

The Service agreement shall be effective on Nov 1, 2022 and shall run for three (3) years from Nov 1st, 2022 through Oct 31st, 2025. The terms may be extended for two additional one-year terms for a total of five years. Please provide separate annual service fee quotes for each additional year (years four and five).

A sample copy of the City's Professional Services Agreement is contained in Addendum C.

Insurance requirements

With submittal of bid documents, bidder shall show evidence of levels and type of all insurance required. Prior to execution of a contract, the successful bidder shall furnish an **original** insurance certificate to meet minimum standards as set forth by the City and shall name the City of Gardena as additionally insured.

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

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. Coverage, Limits and Policy Requirements. Contractor shall maintain the types of coverage and limits no less than indicated below:

1. *Commercial General Liability Insurance* - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage 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) per occurrence.

General Aggregate	$2 Million
Products/Completed Operations Aggregate:	$1 Million
Personal and Advertising Injury	$1 Million
Each Occurrence:	$1 Million

2. *Commercial Auto Liability Insurance* - a policy including all coverage 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, death and property damage liability shall be no less than One Million ($1,000,000.00) per occurrence.

3. *Worker's Compensation and Employer's Liability Insurance* – a policy that 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: Worker's Compensation - statutory limits; Employer's Liability - no less than one million dollars ($1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

4. *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 of Gardena, its appointed and elected officers, employees, agents, and volunteers" shall be named as additional insured.***

   b. The subcontractor's 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, Subcontractor'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 City, its appointed

and elected officers, employees, agents and volunteers shall be excess of Subcontractor's insurance and shall not contribute with it.

d. Coverage shall state that the Subcontractor'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.

a. The procuring of such required policies of insurance shall not be construed to limit Subcontractor's liability hereunder or to fulfill the indemnification provisions and requirements of the Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Subcontractor in writing of changes in the insurance requirements. If Subcontractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Subcontractor shall be deemed in default hereunder.

b. *Deductibles*. Any deductible or self-insured retention 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 Subcontractor); or Subcontractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

c. *Verification of Compliance*. Subcontractor shall furnish original policies or certificates and endorsements effecting coverage required by the 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 the Agreement, Subcontractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Subcontractor shall provide full copies of any requested policies to CITY within three (3) days of any such request by City.

d. *Termination for Lack of Coverage*. If Subcontractor, for any reason, fails to have in place, at all times during the term of the Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Subcontractor's expense and/or terminate the Agreement.

TPA must be in full compliance with all statutory and applicable regulatory agencies at all times.

5 General rules governing RFP

Any questions concerning this RFP must be submitted by email on or before June 17, 2022 to both:

Tony Su, MBA, ARM
TCS Risk Management
tcs.tsu@cityofgardena.org

Raymond Beeman, CPA
Director, Administrative Services, City of Gardena
RBeeman@cityofgardena.org

Responses to written questions shall be provided via email to all RFP recipients as detailed in Section 6 of the RFP. If TPA discovers any significant ambiguity, error, conflict, discrepancy, or omission in this RFP, the TPA should immediately notify TCS Risk Management and the City of any error and request modification or clarification of the RFP document. TPA will not be entitled to additional compensation or time by reason of the error or its later correction.

The City reserves the right to reject any and all proposals, to award the service agreement in whole or part, and to negotiate the terms of the service agreement, including the award amount, with the selected TPA prior to entering into a service agreement.

TPAs with any conflict of interest or potential conflict of interest must be clearly disclose to The City within the proposal and if awarded the service agreement, throughout the life of the service agreement immediately upon development of a potential conflict.

All costs associated with responding to this RFP are the sole responsibility of the TPA.
The City may modify this RFP, before the date scheduled for submission of proposals, by issuance of an addendum to all parties who have been furnished the RFP for the purpose of submitting a proposal.

Potential TPAs may request withdrawal of 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 to be accepted.

No proposal may be withdrawn for a period of 120 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The Potential TPAs offer will expire after 120 calendar days. If a Potential TPA intended for award withdraws their proposal, that Potential TPA may be deemed non-responsible if responding to future solicitations.

Proposals shall become the property of the City and will not be returned. Any decision of The City with respect to the award of a TPA contract is final.

6 Proposal timetable and submission requirements

Listed below are specific dates related to the RFP process. These dates must be observed during the selection process unless otherwise changed by the City.

RFP/Timeline
June 3, 2022 - RFP issue date
June 17, 2022 - Last day to submit to TCS Risk or the City any questions related to the RFP
June 24, 2022 – Responses to written questions to be provided via email to all RFP recipients
July 6, 2022 – Proposals due by 5pm
Week of July 29, 2022 - Selection of TPA finalists
Week of Aug 22, 2022 - Oral presentations by finalists and may include visits to finalists claim offices
Sept 9, 2022 - Notification of intent to award sent to selected TPA
Sept 12 - 30, 2022 – Contract negotiations, Submittal of final transition plan by the TPA awarded the service agreement
Oct 2022 - City Council Approval of TPA Contract. Begin data conversion/migration
Nov 1, 2022 - existing claims takeover

Proposals must be submitted no later than **July 6, 2022 by 5pm**. TPA must mail four (4) hard copies of their proposal responses, and clearly mark the box or package with "City of Gardena Proposal for Workers' Compensation TPA Services" and one electronic version (via email). Each recipient named below should receive the number of copies indicted next to their name, and one electronic version (PDF format) emailed to:

Raymond Beeman, CPA (3 copies)
Director, Administrative Services
City of Gardena
RBeeman@cityofgardena.org

Tony Su (1 copy)
TCS Risk Management Services
tcs.tsu@cityofgardena.org

Late proposals will be rejected and returned to the TPA. TPA must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time.
Proposals should be typed, organized and presented in the order and by the number assigned in the RFP, along with copies of requested documents, policies and samples of TPA reports and forms.

Failure to meet mandatory requirements will result in the proposal being rejected.
The evaluation and selection of a TPA will be based on the information submitted in the TPA's proposal, pricing, services, compatibility with the City's needs, oral presentations, references and any on- site visits.

The City and TCS Risk are not obligated to disclose its specific findings ratings; evaluation or comparison to any of the TPA's who submit a proposal.

7 TPA company overview and client references

Please include in your proposal the following information.

- Company Profile - -Years in business
- Revenue or other financial data if able to disclose or other metrics of size and stability
- Company Officers/Management staff that will be directly involved with the City program
- Total number of employees and number of employees in handling claim office
- Recommended Claims Handling Office
- Merger and Acquisition activity in past 3 years or planned in the next year
- Clients
  - -# of public transit clients
  - -# of public agency clients
  - -percent self-insured clients

- Confirm your company is a currently licensed claims administrator of self- insured WC programs licensed to do such business in California and approved by OSIP
- Provide a copy of your company's internal claims management standards and outline your company initial investigation guidelines and requirements
- Describe any financial and/or ownership relationship with any other company that may pose a conflict of interest and provide a conflict of interest statement and/or confidential agreement.
- Describe your company's claims quality control program and the frequency of internal operational audits.
- Provide a list of workers' compensation insurance carriers for which you are approved as a Workers' Compensation TPA.
- Provide information on the circumstances and status of any disciplinary action taken or pending against your company during the last 3 years by any state regulatory bodies or professional organizations.
- Describe your policy regarding penalties resulting from your company's failure to perform according to the California Labor Code.
- Provide three (3) client references with similar operations with dates of service, client's name and contact person with telephone numbers and email addresses for which you currently provide workers' compensation TPA services. In addition, provide (2) references and contact information of past clients. (By providing these references, you agree that neither the City, TCS Risk, nor the clients referenced shall have any liability regarding the provision of such references or the City use of such references in making the selection under the RFP)
- Identify any service(s) you intend to sub-contract to others and identify the proposed sub-contractors including names, phone numbers and the qualifications of the sub-contractors company.
- Provide a proposed transition plan and implementation timetable.

8 Account Management

The City will require an account manager for this program. This individual will play an essential role in the successful administration of this program and should have authority and overall responsibility for the following key components of the program:

- Service agreement administration and management of TPA staffing on the City's account
- Trouble shooting and providing effective solutions to resolve issues or problems with the service agreement and/or claims management services.
- Identify key outcome based measurements that are tracked and deliver program improvements and cost reduction results.
- Monitor claim trends and audit claim handling procedures to ensure a high level of customer service and best in class claim service deliverables.
- Coordinate regular claim reviews for the City, with participation of the appropriate dedicated claim staff, City representatives and as needed; defense attorneys.
- Assist in coordination of an annual stewardship meeting to present/discuss program changes, performance metrics, benchmarking and claim trending/loss analysis reports.
- Provide or facilitate any custom data download, report requests of the City or its agents

9 Key Claims Administration Requirements (Please refer to Addendum A and B for more details)

- Fraud Control - Gardena requires the claims administrator to aggressively investigate and control fraud and report all claims meeting the State Fraud reporting guidelines. The City desires to pursue restitution in all fraud cases. The City shall be notified of all claims involving potential fraud and initiation of fraud investigation activities. SIU referrals should be approved by the City prior to referral and only to firms on the City's approved list.

- Claim Reviews - Quarterly claim reviews on-site at the City is required. The TPA is expected to send dedicated claim staff to attend claim reviews. Litigation reviews are required on a semi-annual basis and the presence of defense counsel at these reviews will be required. The City anticipates that claim reviews will be held at Gardena City Hall in the City of Gardena.

- Loss Reporting and Claim System Access – The City requires, on a monthly basis, basic loss reports detailing claim frequency, open inventory, paid and incurred costs. Gardena may need to obtain other reports for various purposes including but not limited to actuarial studies, OSIP reporting, audits, program and injury analysis. Please

provide details on your system's reporting capabilities, availability of internal IT staff to respond to custom report requests and client access to your system's reporting tool. The Gardena will also require claim system access for a minimum of two users to review and monitor its claims, review file notes and reserves.

- MMI and Permanent Disability – the City feels it is imperative that its claims be managed proactively to achieve a finding of MMI or P&S as soon as practical in order to help reduce temporary disability exposures. This may require the TPA to actively seek P&S determinations from the treating or QME physician when the medical reports do not document any change in status with ongoing treatment. the City also expects the selected TPA to aggressively pursue apportionment of PD to prior claims or pre-existing conditions/disabilities. This will require that the selected TPA conduct investigation into prior claims and/or pre-existing conditions and promptly secure the needed medical records to support apportionment on all applicable claims well **before** permanent disability evaluations occur.

- The City may amend requirements as needed, with 30 days written notice to claims administrator. These requirements will become part of the City's contract with the selected bidder. the City may conduct claims performance audits to measure TPA performance and compliance with claims administration standards and requirements.

10 Claim Staffing expectations and Claim Handling Philosophies

- The City desires a dedicated senior claim examiner for its program in order to foster a partnership approach to its workers' compensation program. Senior examiner(s) must have at least 5 years of California public sector claim adjusting experience and possess a valid California Self-Insurer certification from OSIP
- Staffing – the City's objective is to secure a proactive claims management service to ensure that its claims are managed actively and resolved promptly. Examiner(s) assigned to handle indemnity claims for the Gardena program must have a minimum of five years' experience handling public entity Workers' Compensation claims including LC4850 and presumption claims. Supervisors assigned to Gardena claims must have a minimum of 5 years experience supervising Workers' Compensation claims and possess a OSIP Certificate. The City maintains the right to interview and review evidence of work experience of all personnel to be assigned to its account and to approve such personnel. The City desires dedicated claims personnel to facilitate a partnership approach to program management. the City recognizes its service requirements may be higher than that of other customers and in recognition of the higher service burden seeks to keep its examiner caseload to a maximum level of 120 open indemnity claims (including FM cases). Medical-only examiner(s) assigned to the City should have no more than 180 MO cases in total.
- Identify your proposed manager and supervisor and their experience and expertise and the proposed adjusting claim office.

- If workloads increase or decrease over the life of the Service agreement, propose how your company would meet the increased/decreased staffing needs. the City will require pre-approval of any examiner or supervisor to be assigned to its account.
- Disclose the examiner/supervisor turnover ratio in the last 3 years.
- Describe your staffing back up plan in cases when the team is not available. Describe any flex time scheduling that is available.
- Describe your index bureau process and what are the adjuster's requirements to follow up on index bureau's 'hits'?
- Describe your process for detecting duplicate medical bills.

11 Risk Management Information System (RMIS)

Indicate the number of user access that are included in your proposal and the associated fees for that access, if any. Please describe your systems capabilities around

- claim system with access to view claim adjuster and supervisor notes, generate loss runs or other pre-scheduled or adhoc loss management/claim reports.
- Provide RMIS technical support for questions, problems or development of customized reporting.
- Quality control program to ensure data integrity and claimant confidentiality. Any RMIS problems will be resolved within 24 hours or less. Please provide a list of occupation codes, injury codes and payment type codes.
- Image system to scan all documents received pertaining to the case.
- Describe you system security protocols to protect client and employee data, including but not limited to; security audits, protected by intrusion prevention and intrusion detection systems, communications of any claimant's personal information or personal health information is protected (i.e. monitoring of email and internet traffic, encrypted email, access restricted by user ID and password, or other similar security methods).
- Describe your disaster recovery plan to ensure continuation of your claims management and risk management information system in the event of disaster or system compromise.
- What standard reports are provided within your service fee? Describe them in detail and provide sample reports.
- What type of customized reports are available, any fees charged for customization and provide a few samples of these customized reports.

12 Pricing

Based on the staffing model described in section 10 above, please provide a 3-year quote delineated by an annual fee for each of the three years. Include pricing for two one-year extensions beyond the initial three years for a total of five years. Including a quote does not obligate the City to consider an extension. If more than one pricing alternative is available, describe in detail each option.

13 Ancillary Services

Complete the following table and identify the associated fees and service providers. If the service is included in the quoted claims administration fee in Section 12 above, indicate this by placing "Included" in the Fee field of the table below. Describe any products or services not specifically associated with staffing model for which there is an additional charge or that you intend to charge to the claim files as ALAE.

Program Component	Service Provider	Subsidiary /Affiliate of TPA (Y/N)	Fee (explain if fee is per case, per year, per bill, etc.)
MPN			
Index/Edex			
Physician Peer Review			
RX review/Pharmacy program			
Nurse Case Management			
UR Provider			
Bill Review Provider			
Investigations/Subrosa			
MSA			
Other (describe)			

14 Workers' Compensation Trust Fund

Please describe your internal process for reconciling the trust fund, securing and crediting recovery payments (whether subrogation recovery, excess or overpayments, etc.).

What check and financial security procedures are in place to protect against misappropriation of funds, insure check and payment security and to verify and validate vendors and other payees?

Do you have internal controls over authority levels for check approval, issuance, etc.? Please describe.

15 Bid Protest Procedures

Gardena Municipal Code Chapter 2.60 specifies the policies and procedures to be used to ensure that all purchases, franchises and services are obtained through fair and open competition. The Contract Administrator has the authority and the responsibility to ensure that all procurement is in compliance with this policy. The Contract Administrator shall also ensure that all prospective bidders are informed of the procedures to file a "Bid Protest".

Should any individual, organization or group believe that these policies have been violated they may make an appeal in writing to the Contract Administrator who is obligated to investigate the protest and provide an official response to the protest.

Protests must be submitted in writing within fourteen (14) calendar days of notification that a bid has been awarded. All protests must state specifically:

1) The bid title, opening or award date, purchase order or other identifying data;
2) The specific policy that is alleged to have been violated;
3) The adverse effect alleged to have resulted from the policy violation; and
4) The corrective action being sought as a remedy.

The Contract Administrator will respond in writing to the protester no later than fourteen (14) calendar days from receipt of the protest. The response shall include:

1) Review of the policy as applied in the transaction being questioned.
2) Response to each material issue raised in the protest.
3) Statement of whether a violation has indeed occurred.
4) Corrective action to be taken if any is warranted.

A copy of the complaint and the response will be forwarded to the City Manager for review prior to submittal to the protester.

According to City policies the decision of the Contract Administrator is appealable to the City Manager. If no appeal has been received in the office of the City Manager, the decision of the Contract Administrator shall be considered final on the fifth working day following the date of notification to the protester. Should an appeal be received by the City Manager, a response will be provided to the protester within 5 working days and shall be considered final.

Whenever possible, the award of procurement will not be made final until all bid protests have been satisfactorily resolved. Final award will not be made until five (5) calendar days after

notification of protest decision has been provided to the protesting parties. The City does reserve the right to proceed with the award pending the resolution of the bid protest when it is determined that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make prompt award will otherwise cause undue harm to the City or funding agent.

Inquiries and correspondence shall be directed to:

City of Gardena
Attention: Ray Beeman, Administrative Services Director
Bid Protest – Third Party Workers' Compensation Claims Administration
1700 W 162nd Street, Room 104
Gardena, CA 90247

Formal protest must state on the outside of the envelope:

"BID PROTEST – THIRD PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION

16 Addendum A- PRISM Claim Standards

Addendum A – PRISM Claim Standards

ADDENDUM A WORKERS' COMPENSATION
CLAIMS ADMINISTRATION STANDARDS

The following Standards have been adopted by Public Risk Innovation, Solutions, and Management (hereinafter PRISM) in accordance with Article 18(b) of the PRISM Joint Powers Agreement. It is the intent of these Standards to ensure compliance with all applicable Labor Code and California Code of Regulations Sections. In the event that there exists a conflict between the Standards, the Labor Code or the Code of Regulations, the most stringent requirement shall apply.

I. CLAIMS HANDLING - ADMINISTRATIVE

A. Case Load

1. Each claims examiner assigned to the Member should handle a targeted caseload of 150 but not to exceed 165 claims. In situations where caseloads include future medical and medical only claims, these claims shall be counted as 2:1 in the caseload limit.

2. Supervisory personnel should not handle a caseload, although they may handle specific issues or a small number of conflict claims.

B. Case Review and Documentation

1. Documentation shall reflect any significant developments in the file and include a plan of action. Plan of action statements shall be updated at the time of examiner diary review.

2. The examiner shall review indemnity and medical-only files at intervals not to exceed 45 calendar days. Future medical files shall be reviewed at intervals not to exceed 90 calendar days.

3. The supervisor shall review all new claims within 60 calendar days of initial set up and subsequently monitor activity on indemnity files at intervals not to exceed 120 calendar days. Future medical files shall be reviewed by the supervisor at intervals not to exceed 180 calendar days.

4. File contents shall comply with Code of Regulations Sections 10101, 10101.1 and 15400, and be kept in a neat and orderly fashion. If claims are maintained in a paperless system, documents shall be clearly identified (e.g., medical report, WCAB Orders, legal, etc.).

5. Medical Only Claims

a. If a medical-only claim is still open at 90 calendar days, it shall be transferred to an indemnity examiner.

b. If, at any time, it is anticipated there will be indemnity benefits paid, the claim shall be transferred to an indemnity claim type.

c. If the medical-only claim remains open at 180 days, the claim shall be converted to an indemnity claim type, unless there is documentation showing that medical treatment will be ending and the claimant will be discharged from care within the next 30 days, or the claimant is only seeking treatment for a blood- borne pathogen exposure protocol.

C. Communication

1. Telephone Inquiries

Return calls shall be made within 1 working day of the original telephone inquiry. All documentation shall reflect these efforts.

2. Incoming Correspondence

All correspondence received shall be clearly stamped with the date of receipt.

3. Return Correspondence

All correspondence requiring a written response shall have such response completed and transmitted within 5 working days of receipt.

4. Ongoing Claimant Contact

On cases involving unrepresented injured workers who are off work, telephone contact shall be made at a minimum of once every 30 days and within 3 working days after discharge from the hospital or outpatient facility following a surgical procedure. This is in addition to nurse case management involvement on claims where nurse case managers are assigned.

D. Fiscal Handling

1. Fiscal handling for indemnity benefits on active cases shall be balanced with appropriate file documentation on a semi-annual basis and prior to sending a benefit termination notice to verify that statutory benefits are paid appropriately. Balancing is defined as, "an accounting of the periods and amounts due in comparison with what was actually paid".

2. In cases of multiple losses with the same person, payments shall be made on the appropriate claim file.

E. Medicare Reporting

Mandatory reporting to the Center for Medicaid Services (CMS) shall be completed directly or through a reporting agent in compliance with Section
111 of the Medicare Medicaid and SCHIP Extension Act of 2007 ("MMSEA"). Medicare eligibility shall be documented in the claim file at time of settlement evaluation.

II. CLAIM CREATION

A. Three-Point Contact

Three-point contact shall be conducted on all claims with the non- represented injured worker, employer representative and treating physician within 3 working days of receipt of the claim by the third party administrator or self-administered entity. If a nurse case manager is assigned to the claim, initial physician contact may be conducted by either the claims examiner or the nurse case manager. This initial contact should be substantive and clearly documented in the claim file. In the event a party is non-responsive, there shall be evidence of at least three documented attempts to reach the individual.

B. Compensability

1. The initial compensability determination (accept claim, deny claim or delay acceptance pending the results of additional investigation) and the reasons for such a determination shall be made and documented in the file within 14 calendar days of the filing of the claim with the employer. In the event the claim is not received by the third party administrator or self-administered entity within 14 calendar days of the filing of the claim with the employer, the third party administrator or self-administered entity shall make the initial compensability determination within 7 calendar days of receipt of the claim.

2. Delay of benefit letters shall be mailed in compliance with the Division of Workers' Compensation (DWC) guidelines. In the event the employer does not provide notice of lost time to the third party administrator or self-administered entity timely to comply with DWC guidelines, the third party administrator or self-administered entity shall mail the benefit letters within 7 calendar days of notification.

3. The final compensability determination shall be made by the claims examiner or supervisor within 90 calendar days of employer receipt of the claim form.

C. AOE/COE Investigation

If a decision is made to delay benefits on a claim, an AOE/COE investigation shall be initiated within 3 working days of the decision to delay. This may include, but is not limited to, assigning out for witness/injured worker statements, initiating the QME/AME process, requesting medical records, etc.

D. Reserves

1. Using the information available at claim file set up, an initial reserve shall be established for the most probable case value.

2. The initial reserve shall be electronically posted to the claim within 14 calendar days of receipt of the claim.

E. Indexing

All claims shall be reported to the Index Bureau at time of initial set up and re-indexed on an as needed basis thereafter. Blood borne pathogen exposure claims are an exception to this requirement.

PRISM maintains membership with the Index Bureau that members can access.

III. CLAIM HANDLING – TECHNICAL

A. Payments

1. Initial Temporary and Permanent Disability Indemnity Payment

a. The initial indemnity payment shall be issued to the injured worker within 14 calendar days of knowledge of the injury and disability. In the event the third party administrator or self- administered entity is not notified of the injury and disability

within 14 calendar days of the employer's knowledge, the third party administrator or self-administered entity shall make payment within 7 calendar days of notification. Initial permanent disability payments shall be issued within 14 calendar days after the date of last payment of temporary disability. Effective 1/1/2013, permanent disability payments shall be issued upon approval of an Award pursuant to Labor Code Section 4650(b)(2). Prior to a PD Award, advances may be due if the employer has not offered the employee a position paying at least 85% of their wages and compensation at time of injury or the employee is not employed in a position paying at least 100% of their wages and compensation at time of injury. This shall not apply with salary continuation.

b. The properly completed DWC Benefit Notice shall be mailed to the employee within 14 calendar days of the first day of disability. In the event the third party administrator or self- administered entity is not notified of the first day of disability until after 14 calendar days, the DWC Benefit Notice shall be mailed within 7 calendar days of notification.

c. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document.

d. Overpayments shall be identified and reimbursed timely where appropriate. The third party administrator or self- administered entity shall request reimbursement of overpaid funds from the party that received the funds. If necessary, a credit shall be sought as part of any resolution of the claim.

2. Subsequent Temporary and Permanent Disability Payments

a. Eligibility for indemnity payments subsequent to the first payment shall be verified, except for established long-term disability.

b. Ongoing indemnity payments shall be paid in accordance with Labor Code Section 4650(c).

c. Subsequent DWC benefit notices shall be issued in accordance with CCR 9812.

d. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document.

3. Final Temporary and Permanent Disability Payments

a. All final indemnity payments shall be issued timely.

b. The appropriate DWC benefit notices shall be issued in accordance with CCR 9812.

c. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7. of this document.

4. Award Payments

a. The claim file shall reflect demonstrated efforts to initiate/batch payments on undisputed Awards, Commutations, or Compromise and Release agreements within 10 working days following receipt of the appropriate document, unless the Award indicates payment is due sooner.

b. For all claims in the Primary Workers' Compensation (PWC) Program and/or excess reportable claims, copies of all Awards shall be provided to PRISM at time of payment.

5. Medical Payments

a. Medical treatment billings (physician, pharmacy, hospital, physiotherapist, etc.) shall be reviewed for correctness, approved for payment and paid within 60 days of receipt.

b. The medical provider shall be notified in writing within 30 days of receipt of an itemized bill if a medical bill is contested, denied or incomplete.

c. A bill review process should be utilized whenever possible. There should be participation in a PPO and/or MPN whenever possible.

6. Injured Worker Reimbursement Expense

a. Reimbursements to injured workers shall be issued within 15 working days of the receipt of the claim for reimbursement.

b. Advance travel expense payments shall be issued to the injured worker 10 working days prior to the anticipated date of travel.

7. Penalties

a. Penalties shall be coded so as to be identified as a penalty payment.

b. If the Member utilizes a third party administrator, the Member shall be advised of the assessment of any penalty for delayed payment and the reason thereof, and the administrator's plans for payment of such penalty, on a monthly basis.

c. If the Member utilizes a third party administrator, the Member, in their contract with the administrator, shall specify who is responsible for specific penalties.

B. Medical Treatment

1. Each Member shall have in place a Utilization Review process as set forth in Labor Code Section 4610.

2. Disputes regarding utilization review determinations shall be resolved using the Independent Medical Review process set forth in Labor Code Section 4610.5.

3. Nurse case managers shall be utilized where appropriate. Rationale for assignment and continued necessity shall be documented in the claim notes at each regular diary review.

4. If enrolled in a Medical Provider Network, the network shall be utilized whenever appropriate.

C. Apportionment

1. Investigation into the existence of apportionment shall be documented.

2. If potential apportionment is identified, all efforts to reduce exposure shall be pursued.

D. Disability Management

1. The third party administrator or self-administered entity shall work proactively to obtain work restrictions and/or a release to full duty on all cases. The TPA or self-administered entity shall notify a designated Member representative immediately upon receipt of temporary work restrictions or a release to full duty, and work closely with the Member to establish a return to work as soon as possible.

2. The third party administrator or self-administered entity shall notify a designated Member representative immediately upon receipt of an employee's permanent work restrictions so that the Member can determine the availability of alternative, modified or regular work.

3. If there is no response within 20 calendar days, the third party administrator or self-administered entity shall follow up with the designated Member representative.

4. Members shall have in place a process for complying with laws preventing disability discrimination, including Government Code Section 12926.1, which requires an interactive process with the injured worker when addressing a return to work particularly with permanent work restrictions.

5. Third party administrators or self-administered claims professional shall cooperate with members to the fullest extent, in providing medical and other information the member deems necessary for the member to meet its obligations under federal and state disability laws.

E. Supplemental Job Displacement Benefits

1. Supplemental Job Displacement Benefits – Dates of injury on or after 1/1/04 and before 1/1/13: Benefits pursuant to Labor Code Section 4658.5 shall be timely provided. Dates of injury on or after 1/1/13: Benefits pursuant to Labor Code 4658.7 shall be timely provided.

2. The third party administrator or self-administered entity shall secure the prompt conclusion of SJDB.

F. Reserving

1. Reserves shall be reviewed at regular diary and at time of any significant event, e.g. - surgery, P&S/MMI, return to work, etc., and adjusted accordingly. This review shall be documented in the file regardless of whether a reserve change was made. Where the SIP model does not apply, claims shall be reserved for the most probable value.

2. Indemnity reserves shall reflect actual temporary disability indemnity exposure with 4850 differential listed separately.

3. Permanent disability indemnity exposure shall include life pension reserve if appropriate.

4. Future medical claims shall be reserved in compliance with CCR 15300 (b)(4) allowing adjustment for reductions in the approved medical fee schedule, undisputed utilization review, medically documented non-recurring treatment costs and medically documented reductions in life expectancy.

5. Allocated expense reserves shall include medical cost containment, legal, investigation, copy service and other related fees.

6. A reserve worksheet shall be utilized and/or detailed rationale substantiating reserve levels shall be documented within the claim file.

G. Resolution of Claim

1. Within 10 working days of receiving medical information indicating that a claim can be finalized, the claims examiner shall begin appropriate action to finalize the claim.

2. Follow up finalization efforts shall continue and be documented at regular diary reviews until resolution is complete.

3. Settlement value shall be documented appropriately utilizing all relevant information.

4. Where settlement includes resolution of future medical for a Medicare beneficiary or an expected Medicare beneficiary, the settlement shall document the strategy to protect Medicare's secondary payer status.

5. Pursuant to CCR15400.2, claim files with awards for future benefits shall be reviewed for administrative closure two years after the last provision of benefits.

H. Settlement Authority

1. No agreement shall be authorized involving liability, or potential liability, of PRISM without the advance written consent of PRISM. The member shall be notified of any settlement request submitted to PRISM.

2. The third party administrator shall obtain the Member's authorization on all settlements or stipulations in excess of the settlement authority provided in any provision of the individual contract between the Member and the claims administrator.

3. Proof of settlement authorization(s) shall be maintained in the claim file.

IV. LITIGATED CASES

The third party administrator or self-administered entity shall establish written guidelines for the handling of litigated cases. The guidelines should, at a minimum, include the points below, which may be adopted and incorporated by reference as "the Guidelines".

1. The third party administrator or self-administered entity shall promptly initiate investigation of issues identified as material to potential litigation. The Member shall be alerted to the need for in-house investigation, or the need for a contract investigator who is acceptable to the Member. The Member shall be kept informed on the scope and results of investigations.

2. The third party administrator or self-administered entity shall, in consultation with the Member, assign defense counsel from a list approved by the Member. Initial referral and ongoing litigation management shall be timely and appropriate. The third party administrator or self-administered entity shall maintain control of the ongoing claim activities.

3. Settlement proposals directed to the Member shall be forwarded by the third party administrator, self-administered entity or defense counsel in a concise and clear written form with a reasoned recommendation. Settlement proposals shall be presented to the Member as directed so as to insure receipt in sufficient time to process the proposal.

4. Knowledgeable Member personnel shall be involved in the preparation for medical examinations and trial, when appropriate or deemed necessary by the Member so that all material evidence and witnesses are utilized to obtain a favorable result for the defense.

5. The third party administrator or self-administered entity shall comply with any reporting requirement of the Member.

V. SUBROGATION

1. In all cases where a third party (other than a Member employee or agent) is responsible for the injury to the employee, attempts to obtain information regarding the identity of the responsible party shall be made within 14 calendar days of recognition of subrogation potential.

2. Once identified, the third party shall be contacted within 14 calendar days with notification of the Member's right to subrogation and the recovery of certain claim expenses.
3. If the third party is a governmental entity, a claim shall be filed with the governing board (or State Board of Control as to State entities) within 6 months of the injury or notice of the injury. If the third party is a non-governmental entity, a complaint shall be filed in civil court within two years in order to preserve the statute of limitations.
4. Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the Member shall be entitled.

5. If the injured worker brings a civil action against the party responsible for the injury, the claims administrator shall consult with the Member about the value of the subrogation claim and other considerations. Upon Member authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action.

6. Whenever practical, the claims administrator shall aggressively pursue recovery in any subrogation claim. They should attempt to maximize the recovery for benefits paid, and assert a credit against the injured worker's net recovery for future benefit payments.

7. Member (and PRISM if applicable) approval is required to waive pursuit of subrogation or agree to a settlement of a third party recovery. This approval shall be documented in the claim file. In cases of self-administered entities, a process shall be documented noting the authority levels within the member organization to waive pursuit of subrogation or agree to a settlement of a third party recovery.

VI. EXCESS COVERAGE

A. Claims meeting the definition of reportable excess workers' compensation claims as defined by the Memorandum of Coverage Conditions Section shall be reported to PRISM within five working days of the day on which it is known the criterion is met. Utilize the Excess Workers' Compensation First Report Form available through PRISM's website.

B. Subsequent reports shall be transmitted to PRISM on a quarterly basis on all indemnity claims and on a semi-annual basis on all future medical claims or sooner if claim activity warrants, or at such other intervals as requested by PRISM, in accordance with Underwriting and Claims Administration Standards. Utilize the Excess Workers' Compensation Status Report Form

available through PRISM's website, or a comparable form to be approved by PRISM.

C. Reimbursement requests shall be submitted in accordance with PRISM's reporting and reimbursement procedures on a quarterly or semi-annual basis depending on claims payment activity. Utilize the Excess Workers' Compensation Claim Reporting and Reimbursement Procedures available through PRISM's website.

D. A closing report with a copy of any settlement documents not previously sent shall be sent to PRISM.

Following is the history of amendments to this document:

Amended: March 4, 1988
Amended: October 7, 1988
Amended: October 6, 1995
Amended: October 1, 1999
Amended: June 6, 2003
Amended: March 2, 2007
Amended: July 1, 2009
Amended: July 1, 2011
Amended: March 2, 2012
Amended: October 4, 2013
Amended: July 1, 2019

17 Addendum B– Gardena Claim Service Instructions

Addendum B – Gardena Claim Service Instructions

Client Contacts

Ray Beeman, CPA – Director of Administrative Services, City of Gardena (rbeeman@cityofgardena.org)

Diana Schnur – Acting Human Resource Manager, City of Gardena (DSchnur@cityofgardena.org)

Mr. Beeman and Ms. Schnur should be copied in on all outgoing claims correspondence. This will include both email and mailed letters to and from claimant, defense attorney, physicians, etc. Assignment of cases to defense counsel should be run by the City for concurrence prior to assignment to defense counsel.

All SAR requests must be in writing and sent to Mr. Beeman and Ms. Schnur with sufficient time for City Council approval as needed (City Council meets twice per month-2nd and 4th Tuesday of the month).

Settlement authority levels
Up to $24,999 - City Manager
$25,000 and above – City Council Approval is required.

Police Department Claims
Todd Fox – Captain, City of Gardena Police Dept – (tfox@gardenapd.org)

PD requires bi-monthly meeting to review their active cases to discuss status of PD employees out on 4850 benefits and/or mod-duty/return to work/IDR options.

GTrans Claims
Ernie Crespo – Director GTrans – (ECrespo@gardenabus.com)

GTrans requires monthly claim status meet6ing to go over any pending case issues, updates on AOE/COE investigation results including review of bus videos, cases with pending decision dates, third-party subrogation status, etc.

Banking
Danny Rodriguez – Deputy City Treasurer (drodriguez@cityofgardena.org)
Mr. Rodgriguez manages the City's bank account, replenishment, reconciliation, and voids/stop payments. Daily check register is required and TPA is expected to provide positive pay report directly to the bank.

WC Defense Attorney Panel

Dave Thomas, Esq Hanna, Brophy 1500 Iowa Ave Riverside, CA 92507 951-824-2984	
Vanessa Coe, Esq Coleman, Chavez 320 W. 4th St, 9th Floor Los Angeles, CA 90013 213-212-6004	
Andrew Yen, Esq Coleman, Chavez 320 W. 4th St, 9th Floor Los Angeles, CA 90013 213-212-6004	

SIU/Subrosa

SIU Consultant Group
Siuconsultantgroup.com
888-748-1130

RJN Investigations
Rjninv.com
888-323-3832

General Claims Administration Requirements

In addition to the claims management standards required by PRISM (the City's excess insurance carrier), Gardena also requires the following:

A. RTW/Modified Duty - Gardena has implemented a disability management program. The selected TPA will be required to assist with securing clear work restriction in the form of physical capabilities from the treating physician. This information will be used in placing the injured employees in suitable job duties. Any changes in the work restrictions should be communicated promptly to Gardena so that modifications to temporary or permanent work assignments can be made consistent with medical restrictions and physical capabilities. This may involve coordination of benefits with individual department payroll contact.

B. Permanent Disability - The claims administrator, as soon as it receives notice of P&S status, shall secure clarification of the permanent physical limitations and communicate this information to Gardena so that permanent accommodation consideration can be initiated.

C. Fraud Control - Gardena requires the claims administrator to aggressively control fraud and pursue restitution in all fraud cases. Risk Management shall be notified of all claims involving potential fraud and recommendations for initiation of fraud investigation activities. Gardena requires all cases meeting the State Fraud reporting guidelines be reported.

D. Claim Reviews - Quarterly claim reviews on-site at the City of Gardena is required. The TPA is expected to send dedicated claim staff to attend claim reviews, coordinate defense counsel participation when it litigated claims are reviewed and prepare written claim summary reports.

E. Loss Reporting and Data - Gardena requires that the claims administrator provide electronically, on a monthly basis, basic loss reports detailing claim frequency, paid and incurred costs. In addition, Gardena may have need on occasion to obtain other reports for various purposes including but not limited to actuarial studies, OSIP reporting, audits, program, injury and departmental analysis. Please provide details on your system's reporting capabilities, availability of internal IT staff to respond to custom report requests and client access to your system's reporting tool. Gardena will also require claim system access for multiple users (up to 3 users) to review and monitor its claims, review file notes and reserves.

F. Claims Personnel Qualifications - The claim assistant(s) assigned to handle medical only claims for Gardena must have a minimum of three years' experience in the Workers' Compensation field. Examiners assigned to handle Gardena's indemnity claims must have a minimum of five years' experience handling public entity Workers' Compensation claims, LC4850 and presumptions, and possess a Self-Insured Plans (SIP) Certificate. Supervisors serving Gardena must have a minimum of 5 years' experience handling or supervising Workers' Compensation claims and possesses an OSIP Certificate. It is desirable that the claim assistants, examiners and supervisors have experience with a multiple-location, public

sector client. Gardena maintains the right to interview and review evidence of work experience of all personnel to be assigned to its account and to approve such personnel. Gardena desires dedicated claims personnel to facilitate a partnership approach to program management.

G. Transmission of Injury Reports and Claims Access - The claims administrator must be able to receive initial injury reports (5020 form) from Gardena via fax or electronically.

H. Gardena may amend requirements as needed, with 30 days written notice to claims administrator. These requirements will become part of Gardena's contract with the selected bidder. Gardena may conduct claims performance audits to measure TPA performance and compliance with claims administration standards and requirements.

I. Excess – Gardena has maintained excess insurance for most of the last 25 years, the most recent five years through PRISM (formerly CSAC-EIA). The selected TPA will be required to report on all qualifying excess claims as required by the excess policy to the applicable excess carrier, provide to Gardena and document in the claim file a copy of each excess report completed and, purse when appropriate excess reimbursements from the carrier. All recovery checks must be documented in the claim file (date, check numbers, amount or a scanned image) before forwarding the checks to the City of Gardena's Risk Management Department. Gardena will provide a list of applicable excess policy info, carrier and retention levels to the successful TPA.

J. Settlement Authorization - Prepare and submit settlement authorization request (SAR) for approval by Gardena prior to initiating settlement negotiations. City Council approval is required on all settlements in excess of $25,000 thus the successful TPA will need to plan for this delay in authorization on all claims requiring City Council approval. Settlements under $25,000 must be approved by the City Manager. Written settlement authorization request are required on all settlements.

K. Gardena may implement various programs (RTW, ADA, ergonomics, etc.) that may require special coordination between the selected TPA and the applicable City function. TPA will be required to provide documentation and information as needed for Gardena to effectively implement these programs.

18 Addendum C - City of Gardena Professional Services Agreement

AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
xxxxxxxxxx
FOR THIRD PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and xxxxx, a CORPORATION ("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 third party workers' compensation claims administration.

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 the 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 the Consultant in addition to the Services set forth above, City shall authorize the 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 set forth in Exhibit A, 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, unless otherwise noted.

8. Term of Agreement/Termination.

A. This Agreement shall be effect until all Services are completed as specified in Exhibit A 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 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.

C. Consultant covenants that thee 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. Insurance.

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 coverage 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. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage 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 coverage 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 coverage 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 Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars 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 or 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 retention 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 therefore, 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.

21. 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.

22. 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.

23. 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.

24. 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:
Telephone Number:
E-mail:

Consultant:
Attn:
Telephone Number:
Facsimile Number:
E-mail:

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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

EXHIBIT B

EXHIBIT B

LWP Claims Solutions, Inc



Workers' Compensation Claims Management
City of Gardena
Response to Request for Proposal 2022-001

Judy Adlam
President and CEO
Revised September 1, 2022

j_adlam@lwpclaims.com | 35 Miller Ave #214 Mill Valley, CA 94941 | 415-384-0370

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City of Gardena
Raymond Beeman CPA
Director, Administrative Services

Tony Su
TCS Risk Management

Delivered via USPS and by email to Rbeeman@cityofgardena.org and tcsw.tsu@cityofgardena.org

Re: City of Gardena– Request for Proposal Workers' Compensation Claims Administration and Managed Care Services RFP 2022-001

Thank you for the opportunity to propose Workers' Compensation claims and Managed Care services for the City of Gardena's Workers' Compensation program. We are very interested in the opportunity to reduce your claims costs while properly supporting the needs of your employees. We believe that our focus on sound best practices together with our track record for building very productive relationships makes us uniquely qualified to support your needs.

In business for 32 years, LWP is a results-oriented Third Party Claims Administrator with extensive experience in self-insured administration. The Company is properly licensed and in good standing with the State of California. We have a proven track record for delivering measurable improvements in our clients' results that are often quite dramatic. The City can expect those improvements to begin during our claims intake process and to continue indefinitely. A few examples of results we have delivered to our clients have included:

Municipal Pool Client- A new client to us in 2013, they had 374 open indemnity claims at time of transfer from their prior TPA. The client was hoping to see this reduced below 350, with a reduction in outstanding loss reserves, as well. At the same time, there were service challenges they hoped to resolve. At the end of 2014, LWP had successfully reduced the open claim inventory to 302 claims (far lower than the client thought was possible) and had reduced the outstanding claim reserves by more than $1.5 million. At the end of 2019, their open inventory was 292 with outstanding claim reserves down another $1 million. Current outstanding reserves are now more than $3Mil lower than upon takeover.

Municipality Client – New to LWP in early 2015, within 7 months, total outstanding pending claim volume had been reduced by 16%, with corresponding reductions in outstanding reserves. Additionally, several future medical claims had very significant course corrections, resulting in very substantial reductions in medical and transportation expenses. This City's outstanding reserve was reduced from $5Mil upon intake to its current $2.5 Mil, a reduction of 50%.

It is also common for LWP to identify opportunities for claim closure as well as reductions in treatment for future medical claims upon intake. When assuming future medical claims, we will review not only the current treatment patterns, but also the award as well as the medical reports on which the future medical award was based. It is not

uncommon to find that over time, treatment has evolved beyond the scope of the award, and that bills are being "processed" rather than "adjusted". LWP can often impact those future medical claims by either reintroducing controls, or even by lump sum settlements, if agreeable to the client.

LWP is aggressive, disciplined, and we deliver results! Our tag line is not just marketing "spin". By choosing LWP, the City will not be choosing an "administrator". You will be choosing a "partner". We will make it our mission to improve the City's results by preventing litigation, by aggressively moving claims to early closure and by shutting down claims before they develop.

In particular, we recognize that we are an extension of the client's risk management team and that improving the cost-efficiency of your program is a continuing need. Our approach is:

a) Start by tackling the issues and concerns that are currently known to the City
b) Work closely with the City to analyze any additional savings opportunities that might be identified during the SWAT intake process
c) Develop and implement a plan to capture those savings
d) Continue process throughout the life of the relationship

Be assured that if the City selects LWP to be their Claims Partner, we will work diligently to earn your business each and every day. We are confident that we can reduce your Workers' Compensation claims costs while easing the process at the same time. We promise to listen to the City's requests and needs, and to tailor our program to meet those precise requests. And above all else, LWP is known for "Delivering What We Promise!"

Note that we have thoroughly considered all materials provided by the City and are prepared to adhere to all requirements described in the RFP, without exception. Claims services will be provided from our office in Glendale.

We look forward to hearing about next steps.

Sincerely,

Judy

Judy Adlam
President & CEO
LWP Claims Solutions, Inc.

Executive Summary

LWP is prepared to hit the ground running. We are confident that we can reduce the City of Gardena's Workers' Compensation costs while easing the process at the same time. We recognize that you are seeking a partner with a good understanding of the principles that differentiate excellence in Workers' Compensation from mediocrity and require a partner who can deliver. LWP is that partner!

Our exclusive focus on Workers' Compensation claims coupled with our results-oriented culture allow us to balance the need for customization with the discipline to execute our Best Practices and deliver superior results. We are confident that we can deliver services that will provide you with a distinct financial advantage. In addition to providing initial programs that are tailored to the client's needs, LWP is committed to providing access to new programs and strategies that are developed to meet the ever-changing Workers' Compensation environment. Based on our understanding of the program, we believe that the ability of a new TPA to succeed will boil down primarily to the following:

- Selecting the best staff for the City of Gardena
- Installing the Programs: (including the Clinical Component, Medical Provider Network, Disability Management, Litigation Support, Subrogation Support, and Special Investigations)
- Managing the IT Component
- Assimilating the Claims and Providing the Transition Support
- Disciplined Execution of Best Practices
- Effective Cost Containment Strategies
- Client Support

Because our service model is based on the principle of customizing our services to meet the unique characteristics and needs of our clients, we offer a menu of possible services. We expect to further fine tune our recommendations and customize and tailor our services by working with you to identify particular areas of need.

Staffing the Team Properly

At LWP, we recognize that identifying the right staff for any particular client is part art, part science. LWP takes very seriously the process of matching the proper Examiner with the client. We consider

- Client culture and objectives
- Relevant experience
- Examiner's caseload (both new loss volume and pending)
- Feedback from the client

We expect to utilize the following staffing model:

Proposed Staffing

1 Account Manager – partially dedicated
1 Claims Supervisor – partially dedicated
1 Sr. Claims Examiner partially dedicated
1 MO/Future Medical Examiner - partially dedicated
1 Claims Assistant – partially dedicated

Additional support (to include mail room, scanning, check printing, bill payment, trust fund replenishment and balancing and loss reporting) will be provided by our Centralized Services Team)

Identifying Staff for the City of Gardena: It would be disingenuous to suggest that hiring and retaining talented future employees is an easy task. It is, in fact, the most difficult challenge we face. While there is always a stream of candidates in the marketplace, the pool of high-quality prospects is much more limited. And every TPA and Insurance Carrier is looking for good people.

We have identified David Bomberger as the Claims Manager/Account Manager. David served 19 years as the manager of the self-administered program at the City of Santa Monica before joining LWP in early 2020. His depth of experience in support of cities makes him an ideal "fit" for the City of Gardena. He understands the ins and outs of workers' compensation issues in municipalities.

In his role, he will ensure that our programs and protocols meet the City's needs and are followed. He will attend all claim reviews, City meetings, will present cases to the City Council , if that is of interest, and will provide training and stewardship to the City staff. David has unlimited authority to resolve issues on LWP's behalf.

We further offer Amber Davis to serve as transition/implementation manager for the City. Amber is a very experienced manager at LWP who offers a wealth of experience in transitions and implementations of municipalities, in particular.

We have not yet identified supervisor or examiner candidates for the City to consider. Upon contract award, we will develop a list of candidates and would be happy to make them available for the City to interview.

Team Orientation

LWP proposes to schedule a team orientation meeting to take place prior to the arrival of the claim files. We propose to conduct a session to involve your management, and LWP management and staff. The purpose of the session would be:

- Build team camaraderie amongst all parties
- Educate the team on the fundamentals and details of the Program
- Jump start the transition process

Installing the Programs

Immediately upon selection of LWP, we recommend a meeting with the City of Gardena and LWP to ensure that all claim management programs are properly tailored to meet your specific needs. We are confident that our processes will support those programs that are working well, and through collaboration we can strengthen results in other areas. We believe in continually refining our approach to stay ahead of the ever-changing external legislative, judicial and clinical factors that can drive costs up. Our initial recommendations on an approach to the major claims programs are:

The Clinical Component

At LWP, we believe that excellence in clinical management is the best way to shorten disability durations and speed both return-to-work and claims closure. Our track record for excellent outcomes is the result of our focus on aggressive up-front medical treatment, a reliance on evidence-based protocols and very aggressive return-to-work efforts. We subscribe to the sports medicine philosophy of medical treatment. We advocate immediate diagnostics and early aggressive treatment to shorten the treatment timetables and keep the injured worker focused on recovery and return to work. Additionally, we know that passive treatment and delays can also lead to dependence on pain medications and the resulting "disability" syndrome. We are willing to "think outside the box" when treatment alternatives are presented that have a likelihood of a productive return to work.

Upon contract award, we will want to schedule a meeting with the City of Gardena to accomplish the following:

- Gain a full understanding of your network preferences (including discussing your perspective about MPN as well as identifying any providers with whom the City of Gardena has concerns)
- Agree on UR protocols (which we view as related to the network choice)
- Determine the City of Gardena's Preferred providers for Pharmacy Benefits, Diagnostic, Transportation, Translation, Durable Medical Goods (LWP has programs available for all, if there is interest)

Some of our differentiators include:

- UR plan that accommodates adjusters approving needed treatments without delay – roughly 93% of all treatment requests are approved by the Examiner without the delay and expense of Utilization Review
- Diagnostic testing program that gives us access to preferential testing appointments at various providers at discounted rates
- Three-pronged approach to preventing prescription drug overutilization (including Pharmacy Benefit Network that includes first-fill, Opiate Drug screening and physician peer-to-peer wean down support)
- Very judicious use of Nurse Case Managers with many assignments limited to one-time tasks

Medical Provider Network

LWP offers a proprietary Medical Provider network that is available to the City of Gardena, if there is interest. We strongly recommend this network as an important tool in litigation prevention as well as a method to contain medical costs.

Our network, developed by Signature Networks Plus, offers clients a very distinct advantage, both in quality of care and in cost. The network is offered in two forms- one including Kaiser and one excluding Kaiser, with all other features of the networks being identical. Some advantages to our network include:

- Statewide Network developed by industry leading network developers
- Providers were carefully chosen based on extensive data that measures outcomes (return-to-work and treatment durations)
- Need for utilization review is significantly reduced by quality of physicians (saving time and expense)
- Significantly deeper discounts than most MPNs
- No access fee (client pays only the PPO % of savings BELOW fee schedule without any separate access fee.)
- Litigation rates are reduced through use of a good network

Upon contract award, we hope to meet with you to better understand your perspective toward Medical Provider Networks and any interest you may have.

Disability Management

LWP is committed to proactive disability management that is focused on early and sustained Return-to-Work. We recognize the need for early aggressive medical treatment so as to minimize disability and facilitate case resolution. We know that claims resolve quicker when the injured worker is returned to work. While an injured worker is disabled, we contact the treating physicians no less frequently than every two weeks. During the call, we attempt to coordinate release to full duty or, failing that, a return to modified or alternate work. Our staff is trained to probe for information about what an employee is physically ABLE to do, rather than accepting "unable to return to work" as a status. We focus on activities of daily living to determine whether we can work with the employer to create modified duties based on those abilities.

Upon contract award, we would like to meet with you to fully understand the City of Gardena's Return-to-Work Program so that we can most effectively interface. Although we have extensive experience with various Return-to-Work programs, we recognize that each program is designed slightly differently, and want to ensure we design our workflows to interface seamlessly with the City of Gardena.

Litigation Support

LWP believes in aggressive litigation management focused first on avoiding the process and then limiting the use of counsel to task assignments when appropriate. As a result, our clients enjoy litigation rates that are more than 50% below the state average. We believe, and have proven, that prompt and appropriate file handling reduces the number of claims that go into litigation. By involving the injured worker and employer as key members of the claim management team, conflicts and disputes are avoided and/or minimized.

Our litigation management strategies include:

- Referrals to counsel are limited, and when needed, are issue-specific
- Litigation budgets are required of counsel
- All case activity requires the Examiner's approval
- LWP Examiners maintain control of the file at every step of the process
- LWP Examiners are trained to manage basic legal issues without attorney involvement
- LWP recommends litigation claim reviews to review all litigated cases with the attorney(s), client and Claims staff.

Through these practices we have been able to successfully control our clients' allocated loss adjustment expenses and the impact that litigation has on average claim duration. When litigation commences, we evaluate the case for resolution at every step of the process. Upon contract award, we will work with the City of Gardena to fine tune our litigation management program to fit your EXACT needs.

Subrogation Support

Upon contract award, LWP will discuss subrogation in depth to learn more about the City of Gardena's philosophies relative to subrogation, particularly relative to your vendors and residents. Our approach to subrogation is to ensure we fully understand the relationships and expectations before we receive the claims. It is our philosophy to aggressively pursue subrogation when appropriate without interfering with any client relationships. Once we have a clear understanding of the expectations, we will customize our protocols and training to support you.

Special Investigations Unit (SIU)

Our approach to SIU is consistent with our approach in all other areas. We do not paint all injured workers with a broad brush. We strive for balance, knowing that fraud must be taken very seriously, yet also recognizing that unfounded accusations and mistrust lead to unnecessary litigation and expense.

Our staff receives regular training in how to identify potential fraud without becoming suspicious of honest and well-meaning injured workers. We utilize a list of Key Fraud Indicators that assist the Examiner in identifying claims that may require additional investigation. Whenever red flags are identified, the Examiner will immediately contact the Employer to discuss and agree on an appropriate plan of action.

On occasion, the SIU investigation raises issues that do not rise to the level of prosecution, but which could still result in expedited return-to-work. Often, surveillance films can be shown to a treating physician that will result in the physician releasing the injured worker to return to modified or full duty. Films that show some moderate activity can be successfully used to prompt a release from care or return to work even if they are not sufficient for an SIU prosecution.

In the absence of a specific recommendation from our client, we work with Probe Information Services (now a division of VRC) as our SIU partner. LWP and Probe formed a strategic partnership in 2004 to create a pro-active team to fight fraud and create positive claim outcomes. Probe provides LWP with both a compliant and committed Special Investigation Unit (SIU). Probe's SIU provides annual anti-fraud training as well as reviews suspicious claims during their weekly visits to LWP's offices. LWP's claim professionals strategize with Probe's SIU to develop a pro-active plan of action to utilize innovative investigative solutions to get malingerers back to work, stop exaggerators, identify abuse and successfully convict those who commit insurance fraud. During our partnership, we have had 28 convictions for insurance fraud and over $1mil in restitution ordered.

Managing the IT Component

The IT component of this program is very manageable, and we are committed to making a smooth transition. We will want to meet with the City of Gardena immediately upon contract award to develop a step-by-step transition plan for the various IT components of this project. Based on our current understanding, we would expect the following to be required:

- Data conversion and document intake from the City of Gardena's TPA's current claims system (including claims, documents and Bill Review history)
- Access to our claim system

- Set up regular data extracts and reports to meet the City of Gardena's needs
- Any required performance data, metrics and stewardship reports

Assimilating the Claims and Providing the Transition Support

LWP has extensive experience in assimilating claims that have been previously handled by other administrators. We understand that claims handlers can make a very significant impact on the bottom-line results of a book of business. Although it is always ideal to manage a claim from day one, we do recognize that it is very possible to impact outcomes, even long after the claim arises. Our staff is trained to look for missed opportunities to impact outcomes, and to focus on accurate reserving, coding and outcome-based adjusting. We have a track record for focusing quickly on the right things, including:

- Identifying any claims that can still have major course corrections and produce savings
- Accurately coding claims to allow trending of litigation, subrogation, etc.
- Quickly identifying and pursuing subrogation/contribution opportunities before statutes run
- Systematically evaluating all claims for closure and cost-effectively closing down exposures

We understand that the challenge of implementing the new program cannot distract us from also closing down those older files that can be resolved in the near term. We are very experienced at doing both things simultaneously. Some recent successes have included reducing the pending claims of a Joint Powers District from 374 indemnity claims (received from their prior TPA upon transfer) to 302 within 18 months and now to less than 290 claims.

Our experience with managing takeover files enables us to commit to the following:

- Within 15 business days of claim data intake, all claims will be on diary and all disability calls will have been made
- Within 45-days all initial plans of action will be updated
- Within 60 days, we'll be prepared to meet with the City of Gardena to review all open claims to discuss any issues identified, followed by transition to an ongoing claim review schedule.
- At 70 days, we'll be prepared to meet with Defense Counsel to conduct a litigation review.

We have attached a preliminary transition plan as Addendum A. Upon contract award, we will meet with the client to finalize the plan, and then will provide weekly updates until the transition is complete.

Disciplined Execution of Best Practices

LWP has a proven track record for disciplined execution. We have documented those practices that we are confident facilitate achievement of outstanding results. Upon contract award, we work with our clients to compare our best practices with those of the client. In all cases, we will hold ourselves to the higher of the two standards in each performance area.

We measure and monitor our Examiners' performance to be sure that the agreed Best Practices are utilized. We know that the difference between excellence and mediocrity is in the blocking and tackling that occurs each and every day. Yet, we also recognize that even tried and true techniques are not always the best course for any particular claim. Our Examiners are empowered to evaluate the circumstances of a claim and to consider an alternate course of action that is likely to lead to a better result for a particular claim. We want our Examiners to "do the right thing," rather than merely "doing things right." If at any time, the Examiner proposes an alternative strategy, this will be discussed with the client prior to embarking on an alternative path.

At LWP, we recognize that our core responsibility is to investigate, adjust and settle claims.

LWP has extensive protocols to ensure that we determine eligibility for, and then process both medical and indemnity benefits in a timely manner.

Included in our core responsibility is timely payment of benefits and notices to employees. Through careful hiring and training practices working hand in a hand with a claims system specifically designed to move claims toward conclusion while complying with all regulations we are able to effectively meet this responsibility. Our unique approach to supervision and management also ensure compliance with the California Labor Code.

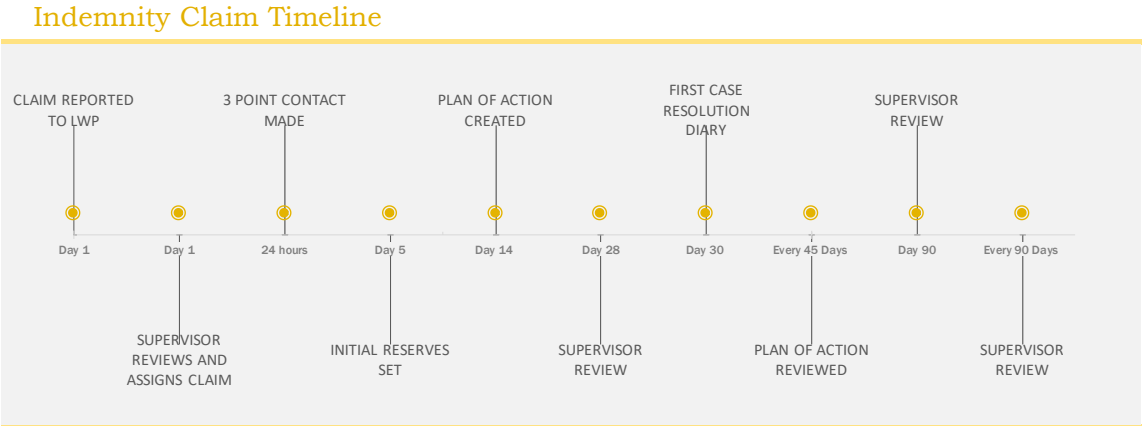
Integral to our approach to claims handling is client involvement. The BCJPIA will maintain final control of each item requested. Communications will be established to ensure that you are always aware of claim status and approval is sought when appropriate.

LWP's contact is focused on determining what activities the employee is ABLE to perform. We do not accept "unable to work" as a status. We look for the activities that CAN be performed, including activities of daily living. We then work with the Employer to determine whether temporary modified work can be available to keep the employee at work.

LWP has a proven track record for disciplined execution. We go well beyond the legal requirements in order to ensure that we accomplish the goal of minimizing the disruption both to the injured worker and to the employer that is caused by an industrial injury. We want our Examiners to "do the right thing," rather than merely "doing things right."

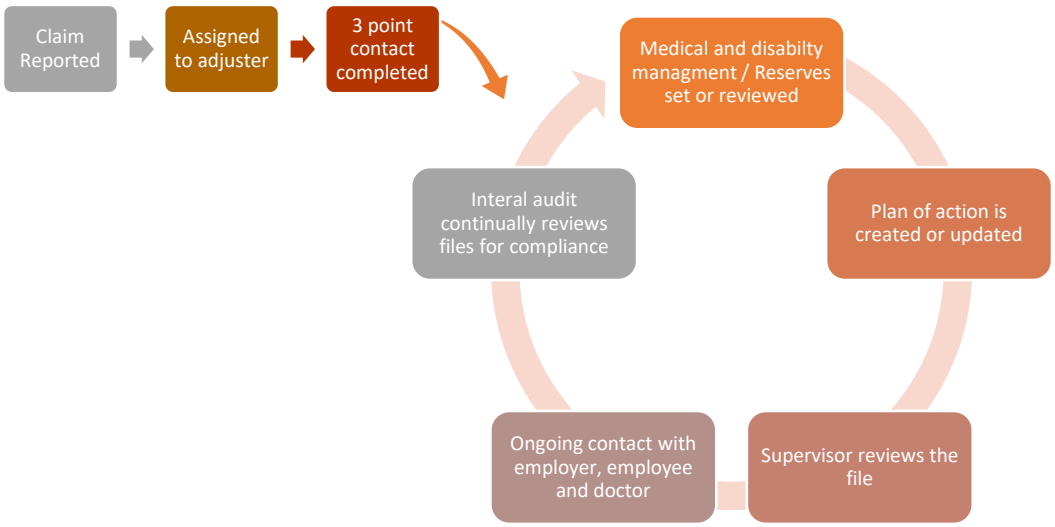
We have documented those practices that we are confident facilitate achievement of outstanding results. We measure and monitor our Examiners' performance to be sure that our Best Practices are utilized. We know that the difference between excellence and mediocrity is in the blocking and tackling that occurs each and every day. Yet, we also recognize that even tried and true techniques are not always the best course for any particular claim. Our Examiners are empowered to evaluate the circumstances of a claim and to document and pursue a course of action that is likely to lead to a better result for a particular claim.

Once the objectives of the program are clearly defined and the BCJPIA-specific work flows and Best Practices have been created, LWP will manage the claims according to those handling guidelines. We anticipate the life of an indemnity claim to be represented by the graph below;



LWP will set up a claim and begin the three-point contact process immediately upon receipt of ANY notice of a claim. LWP Examiners are required to make three-point contact on all Indemnity claims within 24 hours of receipt, with the first contact always being the employer. If voice-to-voice contact is not achieved, the Examiner will continue efforts to reach the parties until accomplished.

Once the three-point contact in completed the claim begins a cycle of processing that is continually focused towards closure.



During the initial case evaluation and no later than five business days from the date the claim is originally reported to us, the Claims Examiner establishes a reserve that reflects the likely cost of the case based on the available factual and medical information. Subsequent reserve changes are made within five business days of receipt of any additional information supporting a reserve adjustment. It is our philosophy to ensure that the reserves represent the likely outcome based on available information. The Examiner will review reserves every 30 days in addition to reevaluating them every time new information is received.

Our supervisors review reserves each time they touch a file. After assigning the claim and providing initial direction to the Examiner, they first see the reserves at their 28 day review, and then subsequently at each touch point and on each oversight diary. Supervisors maintain oversight diaries no longer than 90 days apart, and more frequently for files with significant issues. Additionally, they must approve all reserve changes that meet the client thresholds as well as reviewing the reserves in preparation for each client claim review. Beginning with this review and continually through the life of the claims the supervisor and adjuster will work at each touch of the claim to move toward closure.

Our protocols include regular plan of action updates. For each claim issue, the Examiner will enter a status update as well as a Plan for the Steps necessary to resolve that issue. The scheduled review and update of this plan will allow the City to immediately review the status of the claim at any time through online access.

Continued review by the examiner and the supervisor is maintained using our diary system. Each time a diary is worked another will be set. We consider resolution of the claim at each touch and are constantly working to return the injured worker to work and close the claim. Our Claims and Litigation Best Practices are included as Addenda B and C.

Effective Cost Containment Strategies

Independent of the decision to choose a particular vendor/partner for cost containment services, we know that the results are impacted by the utilization strategy much more heavily than they are impacted by the choice of partner. The question to ask is "When UR should be used?" rather than "Who should provide my UR?" Therefore, we offer our cost containment strategies for the City of Gardena's consideration, so that they can assess our "fit" for their program.

LWP has a proven track record for "doing the right thing", rather than merely "doing things right". Our focus is always on the successful outcome, rather than on the savings that can be generated by a single short-sighted transaction.

We maintain extensive cost-containment programs that are designed to first provide access to the best care available, and secondly, to offer cost savings where available. We review our claims and cost containment results regularly to look for patterns that may allow us to fine tune our Best Practices in order to maximize the impact that cost-containment techniques have in the right situations while minimizing the costs and time that can be spent chasing savings that can be less than the cost of the process. Plainly stated, we will not spend a dollar to try to save fifty cents.

LWP's cost containment program, branded as "SPHERE Solutions," is flexible and can be adapted to meet the unique needs of the client. We offer a menu of services, as well as interfacing with providers chosen directly by the client. Each service can be customized for each client.

Utilization Review

One of the distinguishing features of LWP's UR program is our judicious use of UR. As with all other things, LWP does not believe that more is necessarily better. In fact, unnecessary UR can serve to alienate treating physicians and injured workers and drive up employers' costs. We continually monitor each Examiner's utilization to look for training opportunities. Examiners are encouraged to approve diagnostics and treatment that are very unlikely to be denied or modified. This can even include approving surgeries based on positive objective diagnostic findings. This approach is also consistent with our sports medicine philosophy to ensure aggressive, up-front medical care in order to speed the process from diagnosis to recovery.

Nurse Case Management

It is our philosophy to utilize nurse case management on a case-by-case basis. We believe that Case Managers can be an invaluable resource in the right situations. But indiscriminate use drives up claim costs while also diluting the nurse's effectiveness on the right cases. More is not necessarily better.

Field case management is generally reserved for those claims that are more severe or where face-to- face intervention with both the employee and treating doctor will serve to facilitate an early return to work and recovery. Most field case management assignments are task-specific, with the field case manager assigned to attend a medical appointment or meet with an injured worker and their family, after which they close their assignment until/unless requested to take any additional action.

We recommend case management services be implemented when a need is identified and should end when they are no longer impacting the return to work efforts or ultimate claim outcome. The specific guidelines are tailored to each client to be consistent with their return to work program.

Medical Bill Review

At LWP, we believe that the most important component of bill review is identifying the best network for a client. Our clients can access both national and customized networks, and networks can be stacked in order to maximize savings. In order to provide extensive flexibility, we have built an internal system that adds a significant layer of quality control that sits on top of a bill review company's software. By using this approach, we are able to offer our clients a full assortment of network options while still ensuring accuracy of reviews and payments and consistency across networks and providers. We have a fully integrated interface with accūrō.

Medical Provider Network

LWP offers our client's access to a proprietary Medical Provider network that we believe offers a very distinct advantage, both in quality of care and in cost. The network is offered in two forms- one including Kaiser and one excluding Kaiser, with all other features of the networks being identical. Some advantages to our network include:

- Network developed by industry leading network developers
- Providers were carefully chosen based on extensive data that measures outcomes (return-to-work and treatment durations)
- Need for utilization review is significantly reduced by quality of physicians (saving time and expense)
- Significantly deeper discounts than most MPNs
- No access fee (client pays only the per-bill bill review fee, which includes MPN access)
- Simplified enrollment

Should the City of Gardena choose to utilize LWP's network, there is no filing to do. LWP will provide the documents for posting, and the MPN can be utilized on Day 1.

Should the City of Gardena prefer not to use a network, or prefer to choose another network, LWP's bill review partner can access any network that the City of Gardena makes available.

Prescription Drug Management

LWP has implemented an aggressive, multi-pronged approach to controlling Pharmacy Costs. Our program includes the following:

Pharmacy Benefit Network (PBN) – LWP has a strategic partnership with Optum for pharmacy services. Optum's extensive network and pharmacy cards provide accessibility and ease of use for the injured employees. The network pricing and utilization review allow LWP to monitor medical use and control claim costs for our clients. Features include:

- No prescriptions can be filled in physicians' offices
- First Fill cards provided to employer
- Home Delivery service available

- Brand to generic channeling
- Both network discounts and out-of-network retrospective reviews
- Robust database checks for drug interactions, non-formulary prescriptions, over-utilization and prescriptions filed by multiple physicians

Opiate Drug Screening – Through our strategic partnership with Optum, we access their relationships with Drug Screening services. It is our practice to require the prescribing physician to administer drug screening tests based on established protocols. We test for therapeutic levels of the prescribed drugs and require the testing firm to provide results to the treating physician. We have found the range of results to include:

- Proper utilization of drug at therapeutic level
- Absence of prescribed drug (triggering a non-renewal of the drug)
- Presence of illicit drugs

Peer-to-Peer Physician Intervention- LWP has partnered with PRIUM to offer peer-to-peer physician coaching for treating physicians who are uncomfortable with the wean-down and detox process. They focus on educating physicians on safe methods of weaning, utilizing drug replacement strategies and detox methods.

Expedited Diagnostic Testing

For diagnostic services, LWP currently has a strategic partnership with One Call Medical and with HomeLink. The benefits of this arrangement are twofold - (1) preferential expedited appointments to speed diagnosis and treatment and (2) reduced fees for these services. Most tests can be scheduled within 24 hours to avoid the protracted delays that interfere with return-to-work and healing. There is no separate pricing for this program. Charges will be no higher than fee schedule, without any additional administrative charge.

Upon receipt of referral, our partner will contact the injured employee to schedule the diagnostic test at a network facility. Reports are sent to the claims examiner immediately following the diagnostic test.

Durable Medical Goods

LWP has strategic partnerships with One Call Medical and with HomeLink for Durable Medical Goods. We channel to these providers in order to effectively track utilization as well as accessing discounted prices for durable goods (each has its own strengths).

Transportation and Translation Program/Network

LWP has a strategic partnership with One Call Medical. Their Relay-Ride program has resulted in very substantial savings by using an on-demand Lyft transportation model. Their proprietary software allows them to schedule and communicate with drivers and injured workers in real time, offering the injured employee seamless services at a much-reduced cost.

Translation services include the availability of language-line telephone translation in all languages, as well as on-site face to face translators for meetings, depositions, and medical appointments.

Physical Therapy

LWP has formed a strategic partnership with One Call Medical and with HomeLink to offer access to their Physical Therapy Network. The benefits of utilizing a network are:

- Removes the financial incentive for physicians to over-prescribe, since the therapy will be performed at a facility in which the physician has no financial interest
- Consistency of reporting
- Discounted fees (16% below fee schedule)

Clinic Oversight Program

LWP's managers work directly with medical clinics to improve their reporting practices when needed. We visit the business managers at those clinics to reinforce the necessity of providing timely and comprehensive reports that address our very specific requirements, including our requirement to comment on allowable activities of daily living when reporting any work restrictions. LWP has experienced improved reporting from some clinics following their understanding that patients will be directed to other clinics if we cannot obtain the information needed in order to support our clients.

Client Support

Proactive service coupled with responsiveness to clients' needs is the hallmark of LWP's service model. We understand that excellent adjusting is at the foundation of all service, yet also recognize that different stakeholders can have distinct needs. Although a larger department may have more claims than a smaller one, each and every department will enjoy customized service to meet their specific needs.

We expect to have very frequent communications with the City of Gardena's Risk Management team and staff. We feel that it is very important to involve our clients in both routine and high level issues to ensure the maximum level of claims management is being provided. Successful claim outcomes can be traced very specifically to teamwork between the employer and the administrator.

Communications with our clients is done through a combination of email, telephonic and face-to-face means. The Manager and your staff will have cell phone numbers for the Claims Supervisor, the Claims Manager, Vice President of Claims and the President/CEO. All will be available to assist with issues, large and small. Additionally, we expect to provide regular reports that detail the status of various issues. You can expect regular calls from our management and meetings at whatever frequency is preferable to you.

7 TPA company overview and client references

Please include in your proposal the following information.

- **Company Profile - -Years in business**

  LWP is owned by Judy Adlam, who serves as our President/CEO. Our clients include both public and private employers as well as groups, both self-insured and insured. All Officers are active managers who are intimately involved in the day-to-day operations and bring extensive experience to LWP. LWP has been managed by Judy Adlam since 1998. After having a minority interest since 2002, Judy became the sole owner in 2013. LWP is a Sub-S Chapter California Corporation.

  LWP has been in business since 1990.

- **Revenue or other financial data if able to disclose or other metrics of size and stability**

  In business over 30 years LWP has a proven track record for longevity and success. Earnings in most recent years are $1.01M in 2021 and $873K in 2020. Revenues have increased from $14.9 M to over $15.6 M in the same period. It is noteworthy that LWP does not have any debt.

  LWP's unique business model allows us to stay small, lean and successful. We have developed a mix of clients including large insurance companies, public and private self-insured entities and smaller very tailored organizations. This allows us to be in a unique position to weather the storms of Workers' Compensation ever changing markets.

  Financial Statements are available upon request.

- **Company Officers/Management staff that will be directly involved with the City program**

  Judy Adlam actively manages the Company, serving as President and CEO since 1998. Judy will be available at any time to meet with and assist the City.

  Brian Esparza, VP - Claims will be responsible for the success of the program and with oversee the team and relationships with our vendor/partners to assure a smooth process.

  David Bomberger, Claims Manager, will act as the Account Manager and will take responsibility for the day-to-day claims handling and directly manager the supervisor assigned to the unit. David has significant experience in the role with large organizations with varied locations and needs and will be a great asset to the team.

  Amber Davis, Claims Manager, will act as the Transition Manager. Amber has extensive experience managing public agency clients and overseeing effective and smooth transitions.

LWP will identify candidates for Supervisor and Senior Examiner positions and make them available for the City to interview if there is interest. We are also happy to interview any candidates with whom the City if familiar, if there is interest.

- **Total number of employees and number of employees in handling claim office**

LWP employs 97 full time staff members. Currently, 12 work from the Glendale location, which we would expect to serve as the handling claim office for City.

- **Recommended Claims Handling Office**

Even before Covid, LWP allowed high-performing Examiners to telecommute, opening up the labor pool to many talented Examiners who do not want to commute. We maintain an office in Glendale, which will serve as our official "handling office." Our manager and supervisors work from that office and can meet clients there at any time.

Regardless of the actual location of the Examiner's day-to-day work, the entire team will be available to meet with the City at your location, or in our Glendale office at any time.

- **Merger and Acquisition activity in past 3 years or planned in the next year**

LWP does not share ownership with any entities. There has been no merger or acquisition activity since 2002, and none is planned.

- **Clients**
  - **# of public transit clients** - 1
  - **# of public agency clients –** 89
  - **percent self-insured clients** – 40%

LWP has managed claims for public agencies (Schools) since 2004 and has managed claims for municipalities (including public safety employees) since 2013.

In order to help the City understand our experience with similar entities, we offer the following list of public agency clients:

- City of Alameda
- City of Burlingame
- City of Eureka
- City of Fremont
- City of Hayward
- City of San Mateo
- City of San Rafael
- City of Santa Rosa
- City of Torrance
- City of Watsonville
- Conejo Valley Unified School District
- Downey Unified School District
- Town of Los Gatos

PRISM Members

- County of Sutter
- City of Carmel by the Sea
- Mt. Diablo Unified School District
- Tahoe Transit
- San Mateo Consolidated Fire

YCPARMIA Members

- Capay Valley Fire Protection District
- City of Davis
- City of Winters
- City of West Sacramento
- City of Woodland
- Clarksburg Fire Protection District
- County of Yolo
- Dunnigan Fire Protection District
- Madison Fire District
- Winters Fire Protection District

CIRA Members

- City of Amador
- City of Arcata
- City of Avalon
- City of Belvedere
- City of Blue Lake
- City of California City
- City of Calimesa
- City of Calistoga
- City of Citrus Heights
- City of Clearlake
- City of Cloverdale
- City of Coalinga
- City of Cotati
- City of Eureka
- City of Ferndale
- City of Fort Bragg
- City of Fortuna
- City of Grass Valley
- City of Healdsburg
- City of Highland
- City of Lakeport
- City of Menifee
- City of Nevada City
- City of Pacific Grove
- City of Plymouth
- City of Point Arena
- City of Rancho Santa Margarita
- City of Rohnert Park
- City of Sebastopol
- City of Sierra Madre
- City of Sonoma
- City of St. Helena
- City of Tehama
- City of Trinidad
- City of Twentynine Palms
- City of Ukiah
- City of Wheatland
- City of Wildomar
- City of Willits
- City of Yucaipa
- City of Yucca Valley
- Town of Truckee
- Town of Windsor
- Town of Yountville

Tuolumne Schools Joint Powers Authority

- Alpine USD
- Amador USD
- Belleview Elementary
- Big Oak Flat-Groveland
- Bret Harte High School District
- Calaveras County USD
- Columbia USD
- Jamestown School

- Mark Twain USD
- Sonora USD
- Sonora Union High School District
- Soulsbyville Elementary
- Summerville Elementary
- Summersville Union High School District
- Tuolumne County Office of Ed
- Twaine Harte School
- Vallecito USD

LWP maintains a split between self-insured and other clients including insured, groups and large deductible policies. While the larger number of clients are self insured, over 50% of claims would fall in other categories.

- **Confirm your company is a currently licensed claims administrator of self- insured WC programs licensed to do such business in California and approved by OSIP**

LWP is fully licensed to administer self-insurance WC claims in California and has been approved by OSIP continuously since 1994.

- **Provide a copy of your company's internal claims management standards and outline your company initial investigation guidelines and requirements**

LWP has a proven track record for disciplined execution. We have documented those practices that we are confident facilitate achievement of outstanding results. We measure and monitor our examiner's performance to be sure that the agreed Best Practices are utilized. We know that the difference between excellence and mediocrity is in the blocking and tackling that occurs each and every day. Yet, we also recognize that even tried and true techniques are not always the best course for any particular claim.

Our Examiners are empowered to evaluate the circumstances of a claim and to consider an alternate course of action that is likely to lead to a better result for a particular claim. We want our examiners to "do the right thing," rather than merely "doing things right." If at any time, the Examiner proposes an alternative strategy, this will be discussed with the client prior to embarking on an alternative path.

At LWP, we recognize that our core responsibility is to investigate, adjust and settle claims. LWP has extensive protocols to ensure that we determine eligibility for, and then process both medical and indemnity benefits in a timely manner.

LWP's contact is focused on determining what activities the employee is ABLE to perform. We do not accept "unable to work" as a status. We look for the activities that CAN be performed, including activities of daily living. We then work with the Employer to determine whether temporary modified work can be available to keep the employee at work.

Included in our core responsibility is timely payment of benefits and notices to employees. Through careful hiring and training practices working hand in a hand with a claims system specifically designed to move claims toward conclusion while complying with all regulations we are able to

effectively meet this responsibility. Our unique approach to supervision and management also ensure compliance with the California Labor Code.

Once the objectives of the program are clearly defined and the City-specific workflows and Best Practices have been created, LWP will manage the claims according to those handling guidelines.

LWP will set up a claim and begin the three-point contact process immediately upon receipt of ANY notice of a claim. LWP examiners are required to make three-point contact on all Indemnity claims within 24 hours of receipt, with the first contact always being the employer. If voice-to-voice contact is not achieved, the Examiner will continue efforts to reach the parties until accomplished. Subject to City's approval, we recommend two-point contact on all medical-only claims.

Once the three-point contact in completed the claim begins a cycle of proactive adjusting that is continually focused on closure.

During the initial case evaluation and no later than five business days from the date the claim is originally reported to us, the claims examiner establishes a reserve that reflects the likely cost of the case based on the available factual and medical information. Subsequent reserve changes are made within five business days of receipt of any additional information supporting a reserve adjustment. It is our philosophy to ensure that the reserves represent the likely outcome based on available information.

After assigning the claim and providing initial direction to the Examiner, the Supervisor next approves the compensability decision, after which they next review the claim and reserves at their 28 day review, and then subsequently at each touch point and on each oversight diary. Supervisors maintain oversight diaries no longer than 90 days apart, and more frequently for files with significant issues. Beginning with this review and continually through the life of the claims the supervisor and adjuster will work at each touch of the claim to move toward closure.

Our protocols include regular plan of action updates. For each claim issue, the Examiner will enter a status update as well as a plan for the steps necessary to resolve that issue. Each plan of action also contains a timeline and goal to resolve all issues and close the claim. The scheduled review and update of this plan will allow the City to immediately review the status of the claim at any time through online access.

Continued review by the examiner and the supervisor is maintained through the use of our diary system. Each time a diary is worked another will be set. We consider resolution of the claim at each touch and are constantly working to return the injured worker to work and close the claim.

A copy of our Claims Best Practices is attached as Addendum B along with our Litigation Best Practices in Addendum C.

- **Describe any financial and/or ownership relationship with any other company that may pose a conflict of interest and provide a conflict of interest statement and/or confidential agreement.**

LWP does not have any financial or ownership relationships with any companies, whatsoever.

- **Describe your company's claims quality control program and the frequency of internal operational audits.**

At LWP, we know that a top-to-bottom focus on quality claims handling is where the rubber meets the road. Quality controls are woven throughout every aspect of our operations and provide City with the assurance that everyone at LWP works diligently every day to keep all promises and meet all targets and deadlines.

LWP uses a multi-pronged approach to ensuring quality claims handling that is outcome driven and never viewed as "processing". Our approach includes:

1) Supervision
2) Automation
3) Separation of duties
4) Management reports and Dashboards
5) Internal Audit
6) SSAE 18 audit (External Audit)

Supervision: The supervisor provides the first line of quality assurance. Our supervisors measure and monitor performance extensively to ensure that guidelines are followed, and steps are not skipped. In addition to their training and mentoring role, supervisors intervene in the adjusting process and play a pivotal role in ensuring quality claims handling.

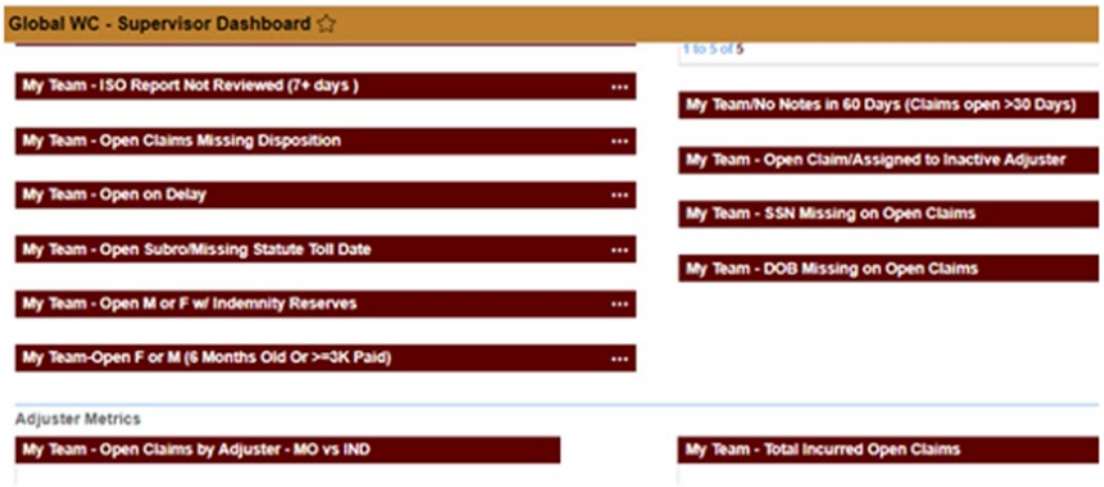
Managers and supervisors do not carry caseloads. It is central to LWP's handling philosophy that managers and supervisors dedicate their time to overseeing the adjusting process. The supervisor's principal responsibility is to evaluate the examiners' claims handling and provide feedback to ensure that all actions are proactive, timely, accurate and cost effective.

In addition to ensuring that a supervisor review all claims at least every 90 days, we require supervisors to sign off on several adjusting steps before examiners can proceed. Supervisors are required to review and approve the following actions prior to completion. (Those approvals will be visible to the City through electronic access.)

- New loss assignment and direction
- Compensability approval (Accept, Delay, Deny within 14 days)
- 28-day oversight diary
- Acceptance approval (if originally delayed)
- Reserve change approval (items over examiner's designated authority)
- Settlement approval (items over examiner's designated authority)
- Award computation sheet approval
- Penalty payments approval
- Regular oversight diaries at least every 90 days

- Closure approval

Team metrics are always available to our supervisors using data dashboards to ensure they are able to provide the best possible support to examiners. An example of a supervisor dashboard follows.



Because supervisors are required to review all active claims at least every 90 days, 1/3 of all claims are reviewed each month.

Automation: We have several controls built into our systems. A few of interest are the automated diary and email system; built in mail and document tracking; and built-in authority safeguards.

Diary System: LWP's claim diary system has some built-in diary functions that add levels of safeguard to the claims management process. Those features include:

- System does not allow a claim to be open without at least one diary
- Auto Diaries are created for new losses, each contact for three-point contacts, supervisor's 28-day review
- Auto diaries created for various client special handling requirements
- System creates auto diaries to supervisors and managers when reserves are inadequate to make payments
- System creates auto diaries to supervisor and manager when reserve worksheet is created that exceeds examiners' authority (reserves will not post until someone with sufficient authority approves)
- Diary history is maintained permanently in our claims system as an audit trail
- State EDI exceptions are fed back into our system, and create auto diaries

Electronic Claim File/Mail Management: All mail is scanned and electronically date stamped on the date it is received. The mail is indexed and distributed to the Examiner by the next morning. All mail is flagged as "new" when it arrives in the examiner's mailbox. The claims handler acts on the mail by the date benefits are due, or within five business days from the date the mail was originally received by the office, whichever comes first. The document management system has an audit function that allows managers to know where a document has been at all times. There can be no lost mail!

Authority Safeguards: We have several built-in safeguards against errors. First, we have built in authority levels set by Examiner that prevent a reserve from being posted without proper authority. The examiner enters their detailed reserve recommendation in our Reserve Worksheet screen. If the examiner has sufficient system authority, the reserve will post. In cases where the recommendation exceeds the authority level, the claim system will automatically set a diary to the supervisor, manager, or Vice President, depending on the value of the recommended reserve. If approved, the reserve will post. If denied, the worksheet will be automatically returned to the Examiner for revision.

Similarly, payments cannot be released without reserves. The person entering the payment can complete the entry regardless of the reserve value; however, the check will not print. The system will set a diary for the payment request to a supervisor and post the potential payment onto a report that is cleared daily by the supervisors. The managers and Vice President review this report regularly to ensure all payments are released timely. This also ensures that payments are not ignored, lost or misplaced.

Separation of Duties: We maintain strict separation of duties that conform to our SSAE 18 (formerly SAS 70) controls. A person who can approve a payment cannot enter one. Only our CFO can enter a vendor into our system, and the system will not produce a check unless the vendor is in our system and tied to a valid IRS Tax Identification Number.

Management Reports and Dashboards: Company-wide reports are used to monitor compliance with Company performance standards. Examples are timeliness of set up, 3-point contact, and insufficient reserve reporting. Additionally, we produce quality control reports to identify all data corrections and needs to conform to State EDI standards and to specific client data requirements.
Internal Audit: LWP utilizes an extensive internal audit program to ensure quality claims handling. We have five staff members (3 with claims supervisory experience, and two with an accounting background) who perform internal audits. Our internal audit program is used to validate that we follow the guidelines we have set for ourselves. It very closely mirrors our SSAE 18 guidelines and serves as an internal validation that our controls are in place and functional. Our CFO, the three claims experts and our accounting analyst audit various procedures and processes according to a schedule, and upon special request. Results are shared with our managers so that we can tighten any procedures necessary and can use our performance management system to address any individual performance issues that might be highlighted.

SSAE 18 (External Audit): LWP was a very early adopter of the SAS 70 audit process, having earned our first annual SAS 70 Type 2 Audit certification in 2004. Annually, an accounting firm reviews our controls and objectives to test our compliance. Our 2021 SSAE 18 Type 2 Audit was completed in February 2022.

- **Provide a list of workers' compensation insurance carriers for which you are approved as a Workers' Compensation TPA.**

LWP is approved to manage new claims for:

- Arch
- Chubb/ACE
- PRISM (Primary)
- Crum & Forster
- Mitsui Sumitomo
- Old Republic
- CoAction (formerly ProSight Specialty/New York Marine)
- Safety National
- Service American Indemnity Company
- Transverse Insurance
- Vanliner Insurance

LWP also manages run-off claims for:

- Enstar
- North American Specialty/Swiss Re
- Travelers/Discover Re

- **Provide information on the circumstances and status of any disciplinary action taken or pending against your company during the last 3 years by any state regulatory bodies or professional organizations.**

  LWP has never been the subject of any disciplinary action by any regulatory body or professional organization.

- **Describe your policy regarding penalties resulting from your company's failure to perform according to the California Labor Code.**

  LWP is very mindful of statutory and administrative requirements and incurs very few penalties. In cases where a penalty is due, LWP will self-impose and immediately reimburse City. We will also provide an explanation along with an action plan to document our plans to prevent any future occurrences.

- **Provide three (3) client references with similar operations with dates of service, client's name and contact person with telephone numbers and email addresses for which you currently provide workers' compensation TPA services. In addition, provide (2) references and contact information of past clients. (By providing these references, you agree that neither the City, TCS Risk, nor the clients referenced shall have any liability regarding the provision of such references or the City use of such references in making the selection under the RFP)**

  We offer the following references for your consideration:

  California Intergovernmental Risk Authority (CIRA) (pool of 45 cities statewide)- (client since 7/1/2016)
  Kin Ong
  General Manager
  (916) 927-7727
  kong@cira-jpa.org

  City of Fremont (client since November 1, 2018)
  Steve Schwarz

Risk Manager
(510) 284-4050
sschwarz@fremont.gov

City of Menifee (client since July 1, 2016)) (member of CIRA pool)
Robert Cardenas
Deputy Human Resources Director
(951) 723-3764
rcardenas@cityofmenifee.us

Conejo Valley Unified School District (client since June 1, 2019)
Dr. Victor P. Hayek
Deputy Superintendent, Business Services
(805) 498-4557 ext. 7502
vhayek@conejousd.org

LWP has not lost any public agency clients in the past 6 years, so does not have relevant past references to offer.

- **Identify any service(s) you intend to sub-contract to others and identify the proposed sub-contractors including names, phone numbers and the qualifications of the sub-contractors' company.**

Because LWP takes full responsibility for all work performed, we consider them to be "partners" rather than "subcontractors."

We submit these partners for your consideration, but also understand the City is interested in continuing to use some of your current partners.



Our Partners are:

Proprietary MPN	Signature Networks Plus
Bill Review	accūrō Solutions
Utilization Review	Genex
Case Management	Genex

Signature Networks PLUS - Signature is a Cypress, California based organization whose focus is in workers' compensation insurance services. They maintain 3 locations, corporate office in Cypress, California and field offices in Granger, Utah and St. Louis, Missouri. To date they have developed and currently manage approximately 100 Medical Provider Networks (MPNs). They offer the flexibility

to build to our clients' specific needs and also offer custom Outcomes Based network programs. Signature developed and manages LWP's proprietary Medical Provider Network, and will serve as network manager, should the City decide to utilize LWP's network.

Contact: Robert Wagner - CEO
Signature Networks PLUS, Inc.
(562)-546-0035 X 308
rwagner@snp-plus.com

accūrō Solutions – a sophisticated provider in the workers compensation claims space, delivers customized solutions with the determination to modernize the Medical Bill Review industry. Through their ARC (Automation, Reliability & Collaboration) System, built on a foundation of modern technologies, accūrō Solutions provides unprecedented flexibility, scalability, and reliability to their clients. accūrō Solutions provides LWP with bill review software, and aggregate payment models to serve LWP's clientele efficiently and with care.

LWP has worked with the team at accūrō since 2009.

Contact: Teri Mangus
National Sales Executive
accūrō Solutions
(909) 605-3551
teri.mangus@accurosolutions.com

Genex- serves as LWP's Utilization Review and Nurse Case Management Partner, since purchasing Excel Managed Care, our partner since 2009.

Genex has 2,000+ direct-employed case managers, including more than 1,025 catastrophic case managers. In addition, they have over 265 bilingual case managers, with more than 50 in California alone. Genex improves RTW outcomes by more than 35%, compared to national benchmarks established by WCRI. For cases managed by Genex, 79% return to work within 30 days of referral.

Genex has 150 employees in the Utilization Review Department and uses a combination of both employed and contracted nurses and physician advisors. They directly employ three (3) medical physicians, 48 chiropractic physicians, and 15 registered nurses whose tenure with Genex averages 12 years. They contract with over 600 physicians, nurse practitioners, and registered nurses to service our customers' clinical requirements. 95% of their contracted physicians are practicing physicians. They believe using physician reviewers who are in active practice leads to more informed, quality decisions. Genex UR services are managed under the direction of their clinical medical director, Dr. Dan Maldonado.

Contact: Brenda Smith, RN,BSN,CCM
National Account Manager

Genex
(541) 840-8900
bsmith@we-excel.org

In addition to these services, LWP has built a Medical Savings program, through which we offer access to specialty services and networks that are available to the City.

Pharmacy Benefit Network-	Optum
Durable Medical Goods-	One Call Medical and HomeLink
Translation and Transportation-	One Call Medical and HomeLink
Expedited Diagnostic Testing	One Call Medical and Homelink
Physical Therapy Network-	One Call Medical and Homelink

Optum – Optum came to be LWP's partner through a series of mergers. Established in 1976, Progressive Medical merged with PMSI and rebranded their company as "Helios", which then merged into Optum. Enjoying a long-term partnership with Progressive Medical, our management and day-to-day contacts have remained unchanged despite these mergers, giving LWP the advantage of more advanced technology coupled with partners who understand LWP's programs, philosophies and our clients' needs. As a full-service provider of technology-enabled, clinically driven services for Pharmacy, DME, Home Health Care, Transportation, Translation and Settlement Solutions, they deliver innovative solutions for cost containment across the claims lifecycle. The Optum companies have served as trusted resources for thousands of insurance payors, state workers' compensation funds, employers, and third-party administrators for nearly 40 years. Today, Optum continues its leadership position by managing millions of pharmacy, DME, home health, transportation, translation, and settlement transactions for our clients each year. LWP partners with Optum for Pharmacy Benefit Network and physician peer-to-peer services.

Contact: Amy McDonald
Senior Account Manager
Optum
(763)497-5266
Amy.Mcdonald@optum.com

One Call – An industry leading managed care provider, One Call has built best I class services through acquisition and innovation. For Physical Therapy, they purchase Align Networks, who had created a program that is "comprehensive yet simple." Unlike generalist networks, Align Networks developed specialized protocols for their network providers. Instead of focusing on back-end discounts, they actively manage cases up front, focusing on communication and the best patient care to ensure the fastest return-to-work results, resulting in quicker turn around, lower costs, and increased quality care. For Transportation, One Call developed Relay Ride, an industry leading program that utilizes their proprietary software to manage the utilization of Lyft on-call transportation, offering very significant savings.

Contact: Jessica Elliott
Client Service Director

One Call
(916) 836-6555
Jessica_elliott@onecallcm.com

HOMELINK - Began as an idea within an HME buying group for community-based providers. An idea in the mind of a visionary with a simple philosophy: coordinate outstanding home health care services for people to recover and experience a higher quality of life. HOMELINK's 500+ employee owners connect over 1,200 payers. These payers are connected to more than 36,000 core providers and an additional 72,000 community-based providers in our database, giving the highest quality of care to more than 30 million covered lives. Today HOMELINK has expanded its service offerings to everything under the ancillary umbrella including durable medical equipment, orthotics and prosthetics. home and vehicle modifications, transportation, translation, hearing healthcare, diagnostic imaging, outpatient physical therapy, post-acute care, and more. HOMELINK is relentlessly committed to providing unparalleled customer service and unsurpassed value to its loyal customers.

Contact: Whitney Gerst
Senior Account Manager
(310) 830-7656
Whitney.gerst@vgm.com

- **Provide a proposed transition plan and implementation timetable.**

We have attached a draft transition/implementation plan as Addendum A. Upon contract award, we will meet to finalize the plan. You can then expect weekly transition updates until the transition is complete.

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8 Account Management

The City will require an account manager for this program. This individual will play an essential role in the successful administration of this program and should have authority and overall responsibility for the following key components of the program:

- **Service agreement administration and management of TPA staffing on the City's account**
- **Trouble shooting and providing effective solutions to resolve issues or problems with the service agreement and/or claims management services.**
- **Identify key outcome based measurements that are tracked and deliver program improvements and cost reduction results.**
- **Monitor claim trends and audit claim handling procedures to ensure a high level of customer service and best in class claim service deliverables.**
- **Coordinate regular claim reviews for the City, with participation of the appropriate dedicated claim staff, City representatives and as needed; defense attorneys.**
- **Assist in coordination of an annual stewardship meeting to present/discuss program changes, performance metrics, benchmarking and claim trending/loss analysis reports.**
- **Provide or facilitate any custom data download, report requests of the City or its agents**

LWP has identified David Bomberger, Claims Manager, as a candidate for Account Manager. David has extensive experience managing claims and claims staff, and working with our clients in Southern California, both insured and self-insured. LWP offers a unique approach to account management in that a Claims Manager is assigned to that task. In our experience this allows relationships and oversight that cannot be duplicated with other options. David will not only be a contact to City's with full authority to resolve issues on behalf of LWP, he will be involved in the oversight of the specific claims for City.

We further offer Amber Davis to serve as transition/implementation manager for the City. Amber is a very experienced manager at LWP who offers a wealth of experience in transitions and implementations of municipalities, in particular.

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9 Key Claims Administration Requirements (Please refer to Addendum A and B for more details)

- **Fraud Control - Gardena requires the claims administrator to aggressively investigate and control fraud and report all claims meeting the State Fraud reporting guidelines. The City desires to pursue restitution in all fraud cases. The City shall be notified of all claims involving potential fraud and initiation of fraud investigation activities. SIU referrals should be approved by the City prior to referral and only to firms on the City's approved list.**

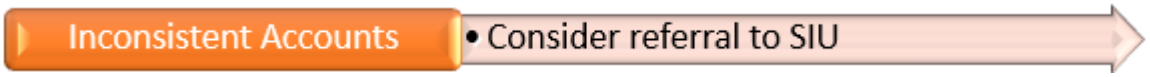
Our approach to SIU is consistent with our approach in all other areas. We do not paint all injured workers with a broad brush. We strive for balance, knowing that fraud must be taken very seriously, yet also recognizing that unfounded accusations and mistrust lead to unnecessary litigation and expense.

Our staff receives regular training in how to identify potential fraud without becoming suspicious of honest and well-meaning injured workers. We utilize a list of Key Fraud Indicators that assist the Examiner in identifying claims that may require additional investigation. Whenever red flags are identified, the Examiner will immediately contact the Employer to discuss and agree on an appropriate plan of action.

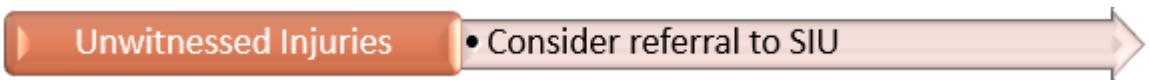
At time of contract award, we will meet with the City to gather information about the City's approved investigation panel. We are happy to work with investigators selected by the City, and can also recommend Probe Information Services (a division of VRC) , who also serves as our SIU partner. LWP and Probe formed a strategic partnership to create a pro-active team to fight fraud and create positive claim outcomes.

Probe provides LWP with both a fully compliant and committed Special Investigation Unit (SIU). Probe's SIU provides annual anti-fraud training as well as reviews suspicious claims during their weekly visits to LWP's offices. LWP's claim professionals strategize with Probe's SIU to develop a pro-active plan of action to utilize innovative investigative solutions to get malingerers back to work, stop exaggerators, identify abuse and successfully convict those who commit insurance fraud. During our partnership, we have had 28 convictions for insurance fraud with over $1,2 mil ordered in restitution.

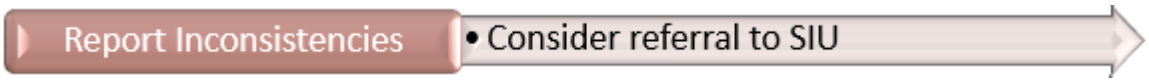
Separate from any indications from you that would trigger a potential referral for surveillance; we believe that there are several criteria that can be indicators that a field investigation and face-to-face statement taken from the injured worker may be indicated. Those criteria include:



- Employee's account of incident changes as it is retold
- Employee claims to have "forgotten" to report an important mechanism of injury
- Employee's initial account differs from physician's First Report of Injury
- Employee fails to report the injury in a timely manner



- Lack of physical evidence to support claims
- Alleged injuries appear to be physically impossible
- Mechanism of injury is inconsistent with alleged injuries
- More suspect if incident reported after days off



- Monday morning report of a Friday injury
- Claim filed more than a few days after the alleged injury
- Claim occurs in conjunction with layoffs or announcements of changes
- Claims occurring after termination



- Multiple prior claims
- Frequent address or phone changes
- Using a PO Box as a home address
- Worker uses addresses of friends, family, or PO Boxes; has no known permanent address and moves frequently.
- Inability to contact claimant at home when totally disabled
- New hire at employer
- Chooses treating physician that is significant distance from employee
- Tries to treat outside the MPN
- Upcoming job change or seasonal layoff immanent
- Worker reports an alleged injury immediately following disciplinary action, notice of probation, demotion, or being passed over for promotion
- Worker has known high-risk activity, such as mountain climbing or snowboarding
- Worker avoids the use of U.S. Mail; hand-delivers documents
- Employee is known to have simultaneous employment

Potential fraud is always discussed with the client prior to any referral. If approved, the results of the investigation will then be discussed with City, and together, we can determine the best strategy for utilization of the findings. City will be involved every step of the way.

- **Claim Reviews - Quarterly claim reviews on-site at the City is required. The TPA is expected to send dedicated claim staff to attend claim reviews. Litigation reviews are required on a semi-annual basis and the presence of defense counsel at these reviews will be required. The City anticipates that claim reviews will be held at Gardena City Hall in the City of Gardena.**

We are happy to attend quarterly claim reviews as well as semi-annual litigation reviews. Understanding that these meetings are a very valuable tool in achieving superior claims outcomes, we do not limit the number or frequency of review meetings. We will attend as many review meetings as the City would find useful, knowing that the information that can be gleaned from the conversations makes the time and expense well worth the investment.

The most effective format is one that meets the client's needs. Generally, we find it productive to have the Examiner present the claim (providing a brief written Plan of Action as well as a verbal plan to resolve the claim.) The Examiner can then answer any questions and discuss strategies and

options, with input from the Supervisor, Manager and of course, the client. We are happy to include Defense attorneys, or to schedule separate litigation reviews, if preferred.

Note that the written status reports can be provided in advance of the meeting, if the City prefers.

- **Loss Reporting and Claim System Access – The City requires, on a monthly basis, basic loss reports detailing claim frequency, open inventory, paid and incurred costs. Gardena may need to obtain other reports for various purposes including but not limited to actuarial studies, OSIP reporting, audits, program and injury analysis. Please provide details on your system's reporting capabilities, availability of internal IT staff to respond to custom report requests and client access to your system's reporting tool. The Gardena will also require claim system access for a minimum of two users to review and monitor its claims, review file notes and reserves.**

LWP is able to meet all reporting and data requirements.

LWP maintains very robust reporting capabilities. We deliver reports via several methods:

- Regularly scheduled reports are emailed to clients
- Client access to run reports using multiple templates
- Client access to ad hoc reporting
- Customized reports prepared by LWP staff
- Stewardship reports

Scheduled Reports - Upon contract award, LWP will meet with the City to determine the reports that you would like to receive on a regular basis. These reports will be delivered to you on a schedule determined by you. Additionally, we will take our direction from you as to which reports to provide to each member. The menu of reports available includes:

- Cumulative Loss Runs (can be provided at any organizational level)
- Fiscal Period Report (including detailed financial transactions, reserves, payments and recoveries) during a stated period of time. It can be run with detail, or summarized
- Closed Claim Log
- Claims logs of various claim identifiers (ie. First Aid, Litigation, Back Claims, etc.)
- Standard Claims Summary (financial and data summary of each claim)
- Payment type reports
- Loss Triangle Reports (incurred, paid, outstanding)
- 4850 Reports
- Injury Type Reports (Cause, Site, Nature of Injury, Occupation)
- Lag Time Reporting (date of loss/date report)
- Losses reported by tenure with Company
- OSHA 300 and 300A
- Check Registers
- Individual Claim Reports (Notes, reserve activity, plan of action, etc.)

Standard reports templates allow user to specify:

- Filters (i.e. open vs. closed, claim type, date opened, date closed, etc.)

- Organizational and timeframes - (i.e. reports can be run by division and/or department, and for any fiscal period)
- "Value as of" capability

Ad-Hoc Reporting: The City will also have access to Origami's Ad Hoc reporting tool, which allows for real ad hoc creation of spreadsheets containing any of more than 100 data elements. Spreadsheets can be sorted, formatted and manipulated to allow maximum access to their data. Data from the prior administrator will be made available through this tool (subject to the quality and availability of that data). All reports are exported to Excel spreadsheets. Reports can be stored and edited for re-use. All data in the report can be as of a user specified value-as-of date or current to that instant in time.

Customized reports prepared by LWP staff: LWP maintains staff with expertise in creating customized reports. You will have unlimited access to our staff, and can request ad-hoc or customized reports at any time. We employ a full-time analyst with very advanced capabilities in order to assist clients with advanced reporting and analysis needs.

Stewardship Report: LWP has developed a package of risk management reports that includes high-level and detailed information in both data and graphical format. These reports will be provided at claim reviews in order to provide an overview of trends and results. Additionally, LWP can commit to creating reports that are needed for any risk management meetings.

LWP is able to produce all required reports for the State. LWP has several experienced staff members who regularly prepare the annual reports required by the Office of Self Insurance Plans. We will prepare the claims portion and will provide it to the City with plenty of lead-time to allow the City to add the portions required by the Employer.

LWP offers clients access to the Origami system, allowing the client to do the following:

- Report claims to LWP online
- View a customized dashboard with metrics relevant to the client
- View individual claims details (including financials and adjuster notes)
- Run reports
- Email messaging into and out of the claims system
- Enter notes into each claims

- **MMI and Permanent Disability – the City feels it is imperative that its claims be managed proactively to achieve a finding of MMI or P&S as soon as practical in order to help reduce temporary disability exposures. This may require the TPA to actively seek P&S determinations from the treating or QME physician when the medical reports do not document any change in status with ongoing treatment. the City also expects the selected TPA to aggressively pursue apportionment of PD to prior claims or pre-existing conditions/disabilities. This will require that the selected TPA conduct investigation into prior claims and/or pre-existing conditions and promptly secure the needed medical records to support apportionment on all applicable claims well before permanent disability evaluations occur.**

LWP is committed to proactive disability management that is focused on early and sustained Return-to-Work. We recognize the need for early aggressive medical treatment so as to minimize disability and facilitate case resolution. We know that claims resolve quicker when the injured worker is returned to work. While an injured worker is disabled, we contact the treating physicians no less frequently than every two weeks. During the call, we attempt to coordinate release to full duty or, failing that, a return to modified or alternate work. Our staff is trained to probe for information about what an employee is physically ABLE to do, rather than accepting "unable to return to work" as a status. We focus on activities of daily living to determine whether we can work with the employer to create modified duties based on those abilities.

LWP does not believe in wasting time. Once we know there is a questionable or disputed medical evaluation, we will move quickly to take the next step. Depending on the circumstances of the claim and whether the claim is in litigation, we may recommend a QME or an AME. Generally, if the claim is a straight forward injury claim and we need to obtain a finding of "Permanent and Stationary" with a disability rating, we tend to pursue the panel QME so that we can invoke the statutory requirements for timely completion of the evaluation by the injured employee and timely completion of the report by the physician.

On more complex claims that include medical and legal issues, we will attempt agreement with a reputable AME physician if possible. We will also contemplate how far into the future the AME is scheduling evaluations as well as the anticipated turnaround time for the AME's report before committing to an AME. LWP does this to mitigate any ongoing temporary disability/ salary continuation exposure and to keep the claim moving toward overall resolution.

Upon contract award, we would like to meet with you to fully understand the City's Return-to-Work Program so that we can most effectively interface. Although we have extensive experience with various Return-to-Work programs, we recognize that each program is designed slightly differently, and want to ensure we design our workflows to interface seamlessly with the City.

- **The City may amend requirements as needed, with 30 days written notice to claims administrator. These requirements will become part of the City's contract with the selected bidder. the City may conduct claims performance audits to measure TPA performance and compliance with claims administration standards and requirements.**

LWP expects the program and requirements to evolve over time. We are always happy to revise our special handling protocols to accommodate the City's changing needs. We also welcome audits and feedback at any time.

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10 Claim Staffing expectations and Claim Handling Philosophies

- **The City desires a dedicated senior claim examiner for its program in order to foster a partnership approach to its workers' compensation program. Senior examiner(s) must have at least 5 years of California public sector claim adjusting experience and possess a valid California Self-Insurer certification from OSIP**

  LWP assigns dedicated teams to our client accounts. This allows the teams to become very familiar with the caseload and their clients special handling instructions. Upon contract award, we will identify fully qualified candidates for City to consider. We are happy to arrange for interviews if there is interest.

- **Staffing – the City's objective is to secure a proactive claims management service to ensure that its claims are managed actively and resolved promptly. Examiner(s) assigned to handle indemnity claims for the Gardena program must have a minimum of five years' experience handling public entity Workers' Compensation claims including LC4850 and presumption claims. Supervisors assigned to Gardena claims must have a minimum of 5 years experience supervising Workers' Compensation claims and possess a OSIP Certificate. The City maintains the right to interview and review evidence of work experience of all personnel to be assigned to its account and to approve such personnel. The City desires dedicated claims personnel to facilitate a partnership approach to program management. the City recognizes its service requirements may be higher than that of other customers and in recognition of the higher service burden seeks to keep its examiner caseload to a maximum level of 120 open indemnity claims (including FM cases). Medical-only examiner(s) assigned to the City should have no more than 180 MO cases in total.**

  At LWP, we recognize that identifying the right staff for any particular client is part art, part science. LWP takes very seriously the process of matching the proper Examiner with the client. We consider

  - Client culture and objectives
  - Relevant experience
  - Examiner's caseload (both new loss volume and pending)
  - Feedback from the client

  We expect to utilize the following staffing model:

Proposed Staffing

1 Account Manager – partially dedicated
1 Claims Supervisor – partially dedicated
1 Sr. Claims Examiner partially dedicated
1 MO/Future Medical Examiner - partially dedicated
1 Claims Assistant – partially dedicated

Additional support (to include mail room, scanning, check printing, bill payment, trust fund replenishment and balancing and loss reporting) will be provided by our Centralized Services Team)

Identifying Staff for the City of Gardena: It would be disingenuous to suggest that hiring and retaining talented future employees is an easy task. It is, in fact, the most difficult challenge we face. While there is always a stream of candidates in the marketplace, the pool of high-quality prospects is much more limited. And every`` TPA and Insurance Carrier is looking for good people.

We have identified David Bomberger as the Claims Manager/Account Manager. David served 19 years as the manager of the self-administered program at the City of Santa Monica before joining LWP in early 2020. His depth of experience in support of cities makes him an ideal "fit" for the City of Gardena. He understands the ins and outs of workers' compensation issues in municipalities.

In his role, he will ensure that our programs and protocols meet the City's needs and are followed. He will attend all claim reviews, City meetings, will present cases to the City Council , if that is of interest, and will provide training and stewardship to the City staff. David has unlimited authority to resolve issues on LWP's behalf.

We further offer Amber Davis to serve as transition/implementation manager for the City. Amber is a very experienced manager at LWP who offers a wealth of experience in transitions and implementations of municipalities, in particular.

LWP will identify candidates for the positions and make them available for the City to interview, if there is interest.

- **Identify your proposed manager and supervisor and their experience and expertise and the proposed adjusting claim office.**

We have identified David Bomberger as the Account Manager/Claims Manager. David manages our Southern California staff and serves as Account Manager for the clients that his teams support. David is also based in our Glendale office, which will serve as the adjusting office.

- **If workloads increase or decrease over the life of the Service agreement, propose how your company would meet the increased/decreased staffing needs. the City will require pre-approval of any examiner or supervisor to be assigned to its account.**

Should be workload increase or decrease, we are happy to reevaluate both staffing and corresponding pricing.

LWP never assigns an examiner or supervisor without the client's approval and would not make any changes without that approval.

- **Disclose the examiner/supervisor turnover ratio in the last 3 years.**

Voluntary examiner turnover for the last three years has been 7%. It is very rare for a supervisor to leave LWP. There has been one over the last three years who moved out of State – bringing supervisor turnover to 9%.

- **Describe your staffing back up plan in cases when the team is not available. Describe any flex time scheduling that is available.**

We use a buddy system to provide seamless backup for all examiners. Examiners are paired based on complimentary work schedules and similarity of caseload. In staffing the City unit, we will ensure that all staff schedules (including PTO) are arranged to ensure at least one member of the unit is available to City on every business day throughout the term of our relationship.

- **Describe your index bureau process and what are the adjuster's requirements to follow up on index bureau's 'hits'?**

We maintain a two-way electronic interface with Verisk (ISO), ensuring initial indexing of all claims and regular follow ups on open Indemnity claims. Barring a specific set of protocols established by our client, we recommend reindexing all open indemnity claims every six months in order to determine whether any intervening accidents or claims have been filed.

ISO reports are automatically uploaded into our claims system and appear in the examiner's incoming mail queue with a "needs review" flag. That flag remains active until the examiner reviews the reports, acts on the results and resets the flag. Supervisors then monitor flagged mail to ensure it has been timely and properly addressed.

- **Describe your process for detecting duplicate medical bills.**

LWP does not charge for review of duplicate bills, and/or duplicate line items.

We do very thorough screening before payments are issued to ensure we avoid duplicate payments. Our process includes:

1- The bill review system identifies any duplicate charges (by line) and reduces the recommended payment to "$0" at no charge.

2- LWP then does an additional check in our Check Validation system, checking for prior payments on the claim that match each provider, bill date, and procedure code for each bill that is not recognized as a duplicate by the bill review software.
3- Any items identified in this Queue are checked by our trained payment specialists. They will check all potential duplicate payments that our system has identified before releasing any payments.
4- Finally, our claims system requires a final duplicate check before check is printed, to ensure no payment has been made in the time between the "semi-final" duplicate verification and the final check print.

As part of our internal self-audit process, we also produce reports of potential duplicates to check payments that were actually issued, doing one last check for duplicates.

11 Risk Management Information System (RMIS)

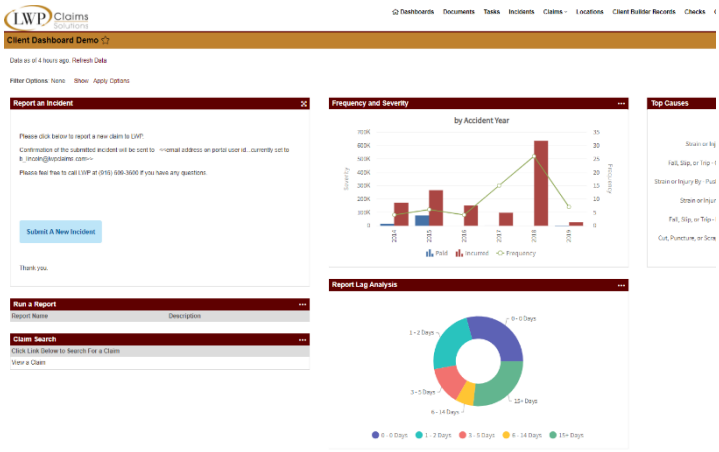
Indicate the number of user access that are included in your proposal and the associated fees for that access, if any. Please describe your systems capabilities around

- **claim system with access to view claim adjuster and supervisor notes, generate loss runs or other pre-scheduled or adhoc loss management/claim reports.**

LWP utilizes Origami Risk, a modern, browser-based Risk Management Information System for both Claims Adjusting, Document Management and for reporting and client interface. Origami is a highly secure, highly configurable system that offers LWP and our clients access to state of the art technology, and secure and flexible reporting capabilities. Because all customization is done through configuration, Origami is able to deliver a full complement of enhancements every eight weeks that are automatically incorporated into LWP's platform without any need for custom development. Our ability to respond quickly to customer needs is something that we pride ourselves on and Origami Risk is an intuitive, configurable platform that allows us to retain that focus.

LWP offers clients access to the Origami system, allowing the client to do the following:

- Report claims to LWP online
- View a customized dashboard with metrics relevant to the client
- View individual claims details (including financials and adjuster notes)
- Run reports



Not only does LWP have a significant selection of reports available to all clients, we offer the unique ability to work with you and develop custom reports that meet your exact needs. The City will have access to our very experienced data analyst who will be able to meet all reporting requirements.

Sample reports are included as Addendum D.

- **Provide RMIS technical support for questions, problems or development of customized reporting.**

LWP offers three-pronged technical support for our clients and staff. This includes:

- Internal IT and analytics team that can respond to questions and develop customized reports.

- External IT services partner that manages our helpdesk, networks, and systems maintenance
- Origami Risk team that is available to assist with any system-related development or troubleshooting

All are available to assist City, if/when necessary.

- **Quality control program to ensure data integrity and claimant confidentiality. Any RMIS problems will be resolved within 24 hours or less. Please provide a list of occupation codes, injury codes and payment type codes.**

The Origami claims system allows LWP to control access to data very incrementally. We can control access to documents and notepad entries by "type". This allows us to protect confidentiality yet use the electronic system effectively to route appropriate information to various stakeholders, as necessary.

As for data security and business continuity, our servers are all housed at Surewest in Sacramento, giving us the physical security and temperature control of a federally supervised TelCo company.

Our backups are done continuously using a disk-to-disk-to-cloud strategy. All Origami data is stored in the cloud, with Origami also maintaining full redundancy through a remotely located hot-site that can maintain all systems and data in the event of an outage at the main location. All LWP files (other than Claims data maintained in Origami) are encrypted and back up nightly to the cloud, using Nasuni software to back up to the Amazon cloud. Amazon maintains backups in 4 redundant geographic locations to ensure no natural disaster can prevent accessibility. Cloud backups are 256bit AES encrypted with the encryption keys securely stored in multiple locations for redundancy. Backup can be accomplished remotely from any location so long as the program has the security keys.

As for redundancy, all servers are virtualized, allowing us to move instances from one server to another from any location.

Emergency backup is tested regularly, with our IT staff verifying that they can back up remotely from the cloud versions.

Any RMIS issues will be resolved within 24 hours.

We do not maintain occupation code tables, as have the quality of information better when the user can enter the occupation name. We've attached payment and injury codes as Addendum E, all of which are compatible with your insurance carrier's data requirement.

- **Image system to scan all documents received pertaining to the case.**

LWP has operated in a paperless environment since 2008. Origami Risk's fully integrated platform allows LWP to manage all claims processes without creating or maintaining any paper whatsoever. We maintain several levels of redundant storage and have built in

tracking systems so that documents can always be found and tracked. Our guiding principles in the development of our customized portal were:

- We must be able to account for ALL mail, with nothing ever being lost or permanently deleted
- Examiners should not do clerical work (including indexing)
- Mail must be easily identifiable with meaningful labels, rather than document numbers
- Naming conventions are critical to allow similar items to be sorted and grouped
- We must be able to manage mail to know what mail has been read and "worked"
- We must have management reports available to track mail management
- Bill approval must be stamped right on the image to validate that the Examiner approved the bill PRIOR to sending to bill review

Documents are scanned on the day received, uploaded and labeled that night (except for faxes which are uploaded and labeled throughout the day). They are available for the Examiner to see in the morning, already attached to the claim and labeled. Each new document is flagged "needs review" until the Examiner reviews the document and removes the flag.

LWP will assume responsibility for any hard copy historical files at the time of takeover. This can be done by transferring files to a storage site used by LWP or assumption of file storage already in place in some cases.

- **Describe your system security protocols to protect client and employee data, including but not limited to; security audits, protected by intrusion prevention and intrusion detection systems, communications of any claimant's personal information or personal health information is protected (i.e. monitoring of email and internet traffic, encrypted email, access restricted by user ID and password, or other similar security methods).**

We recognize that we are responsible for the security or any and all data in our possession.

In choosing Origami Risk, LWP has chosen a platform with the highest level of focus on Security. We offer their security statements in their own words: With a web application such as Origami Risk, there are several fronts that must be managed in order to help ensure that data is secure. One of the major focuses for Origami Risk is within the application itself. Origami Risk takes a number of steps to help ensure application security, including:

- Penetration Testing – Origami Risk conducts regular testing to help ensure that the defenses employed in the application and environment are sufficiently keeping up with vulnerabilities that could be exploited to compromise our clients' data.
- Vulnerability Assessment – Origami Risk uses state-of-the-art tools to regularly perform scans for vulnerabilities within its information system and client applications.
- User Security – Origami Risk's role-based security provides clients the ability to manage their users' access and capabilities down to the field level. In addition, Origami Risk is built to

accommodate Single Sign-On authentication, allowing clients to authenticate their users to specific roles through their own network.

- Encryption helps ensure that Origami Risk's client data is protected from unauthorized access at all times. All data is encrypted in transit and at rest within Origami's Amazon Web Services Elastic Cloud environment and all Origami Risk databases use file-level encryption. In addition, all web traffic is encrypted using Transport Layer Security (TLS).
- Intrusion Detection and Prevention tools are also utilized to establish a security perimeter that provides Origami Risk with real-time alerts of suspicious activities and traffic that are indications of an active or attempted compromise.

Data Center Security

Origami Risk's servers are housed in the Amazon Web Services Elastic Cloud environment. Amazon Web Services Elastic Cloud maintains several data centers with the highest standards in data security. Amazon Web Services Elastic Cloud data centers are housed in nondescript facilities that have extensive setback and military grade perimeter control berms, as well as other natural boundary protection. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security standards utilizing video surveillance, state-of-the-art intrusion detection systems, and other electronic means. Authorized personnel must pass two-factor authentication no fewer than three times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

Amazon also provides environmental controls in its data centers to assure the proper working condition of its systems, including fire prevention/suppression, power management, and temperature controls.

Origami Risk utilizes Amazon regions that are confined to the United States. Data maintained by Origami Risk is kept in these regions and will not be moved to offshore regions.

Compliance

Origami Risk maintains compliance with the following standards, attesting to our commitment to provide world-class security:

- SOC 2 is a reporting framework created by the American Institute of Certified Public Accountants (AICPA) that assesses the controls of service companies such as Origami Risk. Origami Risk's SOC 2 report, prepared pursuant to an independent third-party examination, demonstrates how Origami Risk achieves compliance with important controls related to security and confidentiality. Origami Risk's SOC 2 report contains a description of its controls environment and an external audit of its controls that meet the AICPA Trust Services Security and Confidentiality Principles and Criteria. Origami Risk's service is audited under this framework on an annual basis by an accredited firm.
- FISMA – Origami Risk is compliant with security controls based on NIST 800-53 Revision 4 and has received Federal Information Security Management Act (FISMA) Moderate System Authorization and Accreditation. In addition, the Origami Risk service has received Authorization to Operate (ATO) by a federal authorizing agency.
- HIPAA Security Rule – Compliance with NIST 800-53 allows Origami Risk, by way of existing security controls, to meet security requirements established by the HIPAA Security Rule in

accordance with NIST SP800-66, "An Introductory Resource Guide for Implementing the HIPAA Security Rule".

- EU-U.S. and Swiss-U.S. Privacy Shield – Privacy Shield is a framework designed by the U.S. Department of Commerce and European Union member countries and Switzerland to provide companies with a mechanism to comply with EU and Swiss data protection requirements when transferring personal data from the European Union and Switzerland to the United States. Origami Risk has joined the Privacy Shield Framework and has self-certified to the U.S. Department of Commerce that it agrees to adhere to the Privacy Shield Principles. Evidence of this certification is available at https://www.privacyshield.gov/.
- EU General Data Protection Regulation (GDPR) – The GDPR is a comprehensive data protection law in the European Union (EU) that will become effective on May 25, 2018. Origami Risk is committed to GDPR compliance when enforcement begins and is dedicated to helping customers comply with the GDPR with regard to the Origami Risk service, which includes providing GDPR-related assurances in Origami Risk's contractual commitments. Additionally, Amazon Web Services (AWS) – the cloud computing environment for Origami Risk – has announced that it will comply with the GDPR when the regulation becomes enforceable."

In addition to Origami's security measures, LWP takes many actions to prevent data breaches and maintain information security. Among these are:

- Maintaining secure, separate sub-nets via our firewalls that restrict of who can access our systems as part of our perimeter defense against data breaches
- intrusion detection
- Anti - virus and malware software on all machines
- Laptop access is restricted to company officers and those individuals authorized by CEO
- Removal of all SSN's from standard and ad-hoc reports
- Encryption of all data feeds and transmittal via a secure mode (typically sFtp)
- Enforcement of password complexity and change policies
- Restrictions on who can set up accounts and requirements about documentation of approval for access and authorization
- No single sign-on into our systems- we maintain separate logins for the firewall (VPN) networks and claims system
- Ensuring all remote access only over secure connections
- Encryption of claims data and documents in storage
- Access to the data center restricted to only 4 individuals
- Servers maintained in a secure, Teleco data center
- Restrictions on what software can be loaded on corporate machines
- Periodic audit of access and access attempts

- **Describe your disaster recovery plan to ensure continuation of your claims management and risk management information system in the event of disaster or system compromise.**

LWP maintains a disaster recovery plan that is tested regularly. This includes testing our ability to restore data from a backup copy using offsite equipment.

As for data security and business continuity, our servers are all housed at Surewest in Sacramento, giving us the physical security and temperature control of a federally supervised TelCo company.

Our backups are done continuously using a disk-to-disk-to-cloud strategy. All Origami data is stored in the cloud, with Origami also maintaining full redundancy through a remotely located hot-site that can maintain all systems and data in the event of an outage at the main location. All LWP files (other than Claims data maintained in Origami) are encrypted and backed up nightly to the cloud, using Nasuni software to back up to the Amazon cloud. Amazon maintains backups in 4 redundant geographic locations to ensure no natural disaster can prevent accessibility. Cloud backups are 256bit AES encrypted with the encryption keys securely stored in multiple locations for redundancy. Backup can be accomplished remotely from any location so long as the program has the security keys.

As for redundancy, all servers are virtualized, allowing us to move instances from one server to another from any location.

Emergency backup is tested regularly, with our IT staff verifying that they can back up remotely from the cloud versions.

- **What standard reports are provided within your service fee? Describe them in detail and provide sample reports.**

All reports, both standard and custom are included in our services fee. At LWP we believe that access to results is an important tool in the ability of the City to efficiently monitor claim development. While we have included a sample of our most often requested reports as Addendum D – we will work with the City to develop all reports that would be considered helpful at no additional cost.

Reports are scheduled for automatic distribution on a schedule determined by the City.

- **What type of customized reports are available, any fees charged for customization and provide a few samples of these customized reports.**

As noted above, we maintain significant flexibility in our offerings. Upon contract award, we would like to understand which reports are needed and wanted by the agency. If there is a particular report that we do not currently have, we will build it.

We do not charge for report development.

12 Pricing

Based on the staffing model described in section 10 above, please provide a 3-year quote delineated by an annual fee for each of the three years. Include pricing for two one-year extensions beyond the initial three years for a total of five years. Including a quote does not obligate the City to consider an extension. If more than one pricing alternative is available, describe in detail each option.

Proposed Pricing

Claims Administration - Life of Contract Claims Administration and Managed Care

Annual Claims Fee

Year 1 – November 1, 2022 – October 31, 2023	$248,000
Year 2 – November 1, 2023 – October 31, 2024	$255,440
Year 3 - November 1, 2024- October 31,2025	$263,103
Optional Year 4 - November 1,2025-October 31, 2026	$270,996
Optional Year 5 - November 1, 2026-October 31,2027	$279,126

Services will be billed monthly at 1/12th of annual fee.

Services Included in Claims Administration Fee	
Claims Administration	Designated Account Manager
Claim Review Meetings	Litigation Management
Swat Team Claim Intake	Reporting to Excess Reinsurer

Additional Services

Annual Administration Fee	$2,500 *revised 9/1/22
Bank Charges (Does not include outgoing ACH)	Included
Storage Fees	Included
On-Line 5020 Reporting	Included
Loss Reports	Included
On-Line System Access - up to 4 users	Included - $250 per year per user in excess of 4 users
Trust Accounting	Included
Preparation and filing of 1099's	Included
Preparation of SIP reports	Included
FROI/SROI Reporting	Included
Medicare Reporting	Included
Ebill	Included
Transition Services	

Data Intake	$5,000 *revised 9/1/22
Claims Triage	No Charge

Bill Review	Fee
Standard Medical Bill Review Fee Schedule Reductions	$8.50 per bill plus PPO Reduction
Inpatient or outpatient hospital or surgery center	$300 per bill plus PPO Reduction
PPO Reduction	24% of Reduction below Fee Schedule for all network except Anthem Anthem - 27% of Reduction below Fee Schedule
Bills not subject to Fee Schedule	24% of Reduction

Managed Care Programs

Case Management

Telephonic Case Management	$105 per hour
Field Case Management	$108 per hour + incidentals (including mileage, phone, tolls, parking, etc.)

Utilization Review

Adjuster Review	No Charge
Tier 1 - Nurse Review	$120 Flat Fee

Includes 3 medical request in a single review, set up, phone calls to physician, email notices to adjuster and letters to all parties including network providers. Fee applies to reviews approved by nurse or escalated to physician.

Tier 2 - Physician Review	$235 plus nurse charge

Includes 3 medical request in a single review.

Pharmacy Review	$385 plus nurse charge

Includes unlimited medical request in a single review.

Medical Provider Network Access (LWP Network)

PPO fee for savings below fee schedule and negotiations	24%

There is no separate charge for medical provider access to LWP's proprietary network. Percentage of savings below fee schedule is the only charge.

Specialized Network Access	(bill review charges do not apply)
Durable Medical Goods	$5 per bill network access fee
Expedited Diagnostic Testing	$5 per bill network access fee
Physical Therapy Network	$5 per bill network access fee
Pharmacy Benefit Network	$5 per bill network access fee

These charges apply only if LWP's programs are utilized.

Other Services	Fee
Investigation	
Field Investigation	$88 per hour
SIU related work	$98 per hour
Indexing	
Index and OFAC Reporting (ISO Fee passed through)	$11.55 per report (2022 fee - reviewed annually)
Subrogation	
Subrogation	15% of gross recovery

Fee shall not apply to cases where file is referred to subrogation attorney for handling, and shall apply only to cases where recovery is negotiated by LWP staff. Fee shall still apply to cases where counsel is employed ONLY to draft releases, but where LWP did all negotiations.

Lien Resolution	
Liens negotiated by LWP Staff	15% of reduction

Charge does not apply to liens negotiated by defense counsel. Additional fees that may be incurred for liens negotiated directly by defense counsel will be charged to the file as an expense. Charge does not apply to liens that are negotiated as a result of a dispute over a fee schedule and/or a PPO reduction.

LWP makes every effort not to change pricing. Pricing guarantee for 18 months. Price subject to increase thereafter with advance notice.

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13 Ancillary Services

Complete the following table and identify the associated fees and service providers. If the service is included in the quoted claims administration fee in Section 12 above, indicate this by placing "Included" in the Fee field of the table below. Describe any products or services not specifically associated with staffing model for which there is an additional charge or that you intend to charge to the claim files as ALAE.

Program Component	Service Provider	Subsidiary/ Affiliate of TPA (Y/N)	Fee (explain if fee is per case, per year, per bill, etc.)
MPN	Signature Networks Plus	No	24% of Reduction below Fee Schedule
Index/Edex	Verisk (ISO)	No	$11.55 per report (2022 fee - reviewed annually)
Physician Peer Review	Genex	No	$235 plus nurse charge
RX review/Pharmacy	Genex	No	$385 plus nurse charge
Nurse Case Management	Genex	No	TCM $102 per hour FCM $108 per hour +
UR Provider	Genex	No	$120 flat fee for nurse review
Bill Review Provider	accuro	No	$8.50 per bill plus PPO Reduction
Other Services not listed	Various		Listed above

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14 Workers' Compensation Trust Fund

Please describe your internal process for reconciling the trust fund, securing and crediting recovery payments (whether subrogation recovery, excess or overpayments, etc.).

At LWP, we recognize that each client has unique banking needs and preferences. We have experience working with clients who choose a variety of banking arrangements, including:

- zero Balance accounts
- trust accounts maintained by LWP
- accounts maintained by our clients

Account set up is also flexible. The account can be set up in the following manners:

- City, administered by LWP Claims Solutions
- LWP Claims Solutions, in trust for City
- or any language that meets City's needs

Upon contract award, we will meet with City's banking team to determine your exact specifications. We do not set out specifications, but rather adapt to the client's needs and preferences.

Banking Services: LWP has a dedicated banking team that is always available to City. They can provide any reporting needed, both scheduled and ad hoc. They regularly reconcile accounts (by the 15th of each month, unless required earlier by a client), analyze the funding adequacy, provide historical reporting as well as recommendations and support. City can modify your banking arrangements at any time.

We routinely provide check stock, manage replenishments, build and manage two-way positive pay feeds to various banks, and provide all accounting and reconciliations. We can provide both standard and customized reports to meet City's accounting needs.

What check and financial security procedures are in place to protect against misappropriation of funds, insure check and payment security and to verify and validate vendors and other payees?

LWP takes very seriously our responsibility for financial integrity. Among the many actions we take to ensure quality and fiscal integrity are:

- Reconciliation of accounts every month
- Implementation of positive pay for client checking accounts
- Careful separation of duties to limit the opportunity for fraud
- Automated duplicate checks on payments even on bills that have been through bill review
- Supervisory oversight of reserving including automated safeguards on the amount of reserve changes including client involvement on large transactions
- Adjuster approval of all bills prior to payment or bill review with extensive audit trails
- Extensive management reports on system access, roles, and authorities
- Automated data integrity checks in both medical and straight pay
- Double-blind keying of straight pay bills
- Payment checks on medical bills

- Vendor W-9 setup by two individuals with no ability to make payments
- Validation of tax ids against the IRS database
- All client data feeds are cross checked against loss runs at specified time intervals

Choosing a Bank: LWP is happy to recommend a bank or work with a bank of City's choosing. When asked to make a recommendation, LWP routinely recommends Wells Fargo or Chase Bank. For these banks (and some others) we already maintain Positive Pay feeds.

Should City select a bank with which LWP does not currently have a fully automated positive pay feed, we will build one at no cost to City. LWP couples this with daily reconcilement to ensure that in clearing items match the items issued by LWP. Positive Pay allows LWP and the client to:

- Identify unauthorized transactions including counterfeit or altered checks before final payment
- Effectively monitor bank balances and funding requirements by monitoring issued checks daily
- Reduce the risk of over-the-counter encashment of unauthorized items
- Gain complete, customized control over the check disbursement process

Replenishments: The method and timing of replenishments is flexible to meet the client's needs. Replenishments can be on a set schedule (ie. monthly or semi-monthly) or can be "as needed" (being triggered by an agreed threshold in the bank's balance. Upon contract award, we will work with you to determine a mutually agreed funding amount. Generally, this is 1.5 the anticipated monthly loss payments. As the program develops, we will work with you to fine tune the deposit thresholds, based upon claims and payment volume as well as the special funds limit (a threshold set for individual funding of large payments.) Deposits for replenishment can be made by ACH, wire, or over the counter by our operations staff if City prefers to send checks.

Do you have internal controls over authority levels for check approval, issuance, etc.? Please describe.

LWP's claim system includes internal controls establishing authority levels for many individual tasks. Levels are reviewed regularly and established based on experience and time with LWP.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT
Meeting Date: September 13, 2022

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

AGENDA TITLE: URGENCY ORDINANCE NO. 1843, An Urgency Ordinance of the City Council of the City of Gardena, California, Establishing a Temporary Moratorium on Short-Term Rental. The Urgency Ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to the commonsense exemption set forth in Guidelines section 15061(b)(3).

COUNCIL ACTION REQUIRED:

Staff Recommendation: Adopt Urgency Ordinance No. 1843, by way of a four-fifths vote

RECOMMENDATION AND STAFF SUMMARY:

On August 9, 2022, the City Council discussed various policy options for short term rentals and heard concerns from the public on potential loss of neighborhood character and challenges with enforcement. The Council also had concerns on the adverse impacts to noise, trash, crime, traffic, and parking these uses would have to the residential neighborhoods. The Council then directed staff to draft an ordinance prohibiting all short term rentals within the residential zones. At the same meeting Mayor Pro Tem Francis made a directive to place a moratorium immediately prohibiting all short-term rentals. The directive was seconded by Council Member Henderson.

On September 6, 2022 the Planning Commission of the City of Gardena held a duly noticed public hearing on an amendment to the Zoning Code which would prohibit all short-term rentals in the City after which the Commission adopted Resolution No. 11-22, recommending that the City Council adopt the Ordinance. This Ordinance is expected to go before the City Council on September 27, 2022.

However, in order to protect the public health, safety and welfare from adverse impacts of short-term lodging rentals and make clear that other short-term rentals of residential properties are prohibited, a urgency ordinance will need be adopted until such time a permanent ordinance can take effect.

Urgency Ordinance No, 1843 would place a temporary moratorium on all short term rentals within the residential zones in the City. If adopted the ordinance will take effect immediately and will remain in effect forty-five days from the date of adoption. The urgency ordinance will allow for any short-term rental lodging reservation that was made prior to September 13, 2022 and commences before October 31, 2022 to take place provided that the owner of the residence can show proof of the date of the reservation.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

Urgency Ordinance No. 1843.pdf

APPROVED:



_____

Clint Osorio, City Manager

URGENCY ORDINANCE NO. 1843

An Urgency Ordinance of the City Council of the city of Gardena, California, Establishing a Temporary Moratorium on Short-Term Rentals

WHEREAS, Government Code section 65858 provides that the City Council, to protect public health, safety, and welfare, may adopt as an urgency measure an interim ordinance prohibiting certain uses while the City studies those uses; and

WHEREAS, short-term rentals of residences for lodging purposes and short term rentals of residences for other commercial uses are not listed as allowed uses under the Gardena Municipal Code; and

WHEREAS, based on the recent case of *Keen v. City of Manhattan Beach* (2022) 77 Cal.App.5th 142*,* cities may no longer rely on permissive zoning to exclude short-term rentals; and

WHEREAS, Gardena has already seen the establishment of short-term rentals in the City and has received a number of inquiries about the legality of having a short-term rental in the City; and

WHEREAS, the desire to operate short-term rentals is expected to increase due to the proximity of Gardena to SoFi Stadium; and

WHEREAS, the City Council has become aware that people are using their private residences for commercial enterprises such as renting the house or backyard out for events; and

WHEREAS, the City Council has become aware of new platforms that allows people to rent out their pools by the hours; and

WHEREAS, short-term rentals for lodging and other uses have deleterious impacts by increasing noise and traffic, creating parking problems, changing the character of a residential neighborhood, and with the case of housing - creating an impact on housing supply; and

WHEREAS, on September 6, 2022 the Planning Commission of the City of Gardena held a duly noticed public hearing on an amendment to the Zoning Code which would prohibit all short-term rentals in the City after which the Planning Commission adopted Resolution No. 11-22, recommending that the City Council adopt the Ordinance; and

WHEREAS, the City Council would like to immediately prohibit short-term residential rentals in order to protect the public health, safety and welfare from the

impacts listed above on short-term lodging rentals and make clear that other short-term rentals of residential properties are prohibited until such time as it considers a permanent ordinance and if adopted, such ordinance takes effect; and

NOW, THEREFORE, the City Council of the City of Gardena does ordain as follows:

SECTION 1. That the above recitals are true and correct and are adopted as the City Council's findings.

SECTION 2. In order to protect the public health, safety and welfare of the community and pursuant to the provisions of Government Code section 65858, a moratorium is hereby established prohibiting all short-term rentals as defined herein.

SECTION 3. Definitions.

"Short-term lodging rental" means a residential dwelling unit, or portion thereof, that is offered or provided to a paying guest(s) for thirty (30) of fewer consecutive nights. The term "short-term rental lodging" shall not include hotels, motels, inns or bed and breakfast inns.

"Short-term day-use rental" means a residential unit, or portion thereof, including any amenity on the premises, that is offered or provided to paying guest(s) for hourly or daily use. Short-term rental day use shall not include the use of any residential unit for which a film permit has been obtained in accordance with Chapter 5.36.

SECTION 4. Prohibition.

A. All short-term rentals are hereby immediately prohibited in the City.

B. Notwithstanding the above, any short-term rental lodging reservation that was made prior to September 13, 2022 and commences before October 31, 2022 may be allowed to take place provided that the owner of the residence can show proof of the date of the reservation.

SECTION 5. This ordinance is declared to be an urgency measure and interim ordinance adopted pursuant to the provisions of Government Code section 65858. As set forth in thefindings above, this ordinance is necessary for preserving the public health, safety and welfare of the community. Accordingly, upon adoption by a four-fifths vote of the City Council, this ordinance shall take effect immediately.

SECTION 6. That this ordinance is adopted by at least a 4/5 vote of the City Council.

SECTION 7. This ordinance shall take effect immediately and be of no further

force or effect upon the expiration of forty-five (45) days from the date of adoption, unless extended in accordance with California Government section 65858.

SECTION 8. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall cause this ordinance to be published as required by law.

SECTION 10. The City Council finds that, regarding the California Environmental Quality Act (CEQA), there is no possibility that the adoption of this ordinance may have a significant adverse effect on the environment (CEQA Guideline section 15061 (b)(3)).

PASSED AND ADOPTED by the City Council of the City of Gardena, California at a regular meeting thereof held on September 13, 2022.

_____
Tasha Cerda, Mayor

ATTEST:

_____
Mina Semenza, City Clerk

APPROVED AS TO FORM:

_____
Carmen Vasquez, City Attorney

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.B
Section: DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT
Meeting Date: September 13, 2022

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

AGENDA TITLE: Contract Building Services Agreement with BPR Consulting Group, Inc.to Provide Building Official and Other Building Related Inspection and Processing Services

COUNCIL ACTION REQUIRED:

Staff Recommendation: Staff respectfully recommends that Council approve an Agreement with BPR Consulting Group, Inc. and authorize a Purchase Order in the amount of $1,408,327

RECOMMENDATION AND STAFF SUMMARY:

One of the duties of the Community Development Department is to provide building services such as plan check, plan routing, permit processing, and inspection services. For the past year, the City has utilized BPR Consulting Group, Inc. (BPR Consulting) for these services. Within the past year, building plan check services have improved turn-arounds for plan check reviews, and for inspection services, permit issuance processes have improved, and all associated fees are now being collected and tracked.

Staff recently held discussions with BPR Consulting on their performance and requested a review of the current percentage rate for plan check review services that are completed outside of City Hall.

Utilizing a percentage rate ensures that the cost for private plan check services would not exceed the permitting fees generated by the project, and allow for the remaining fees to be used toward the City's in-house building division staffing costs associated with the project. Large and complicated projects require a team of plan check staff in order to provide timely services and efficient turnaround times back to the applicant.

Because BPR Consulting was able to identify a lack of consistent collecting of building related service fees during the past year and have now corrected that process, they offered a lower percentage rate of the City's plan check review fees and to provide plan check services for all City owned projects at no cost to the City.

The funds required for contracted building services with BPR Consulting have already been approved in the FY 2022/23 budget. Staff is requesting and recommending that a purchase order in the amount of $1,408,327 be approved.

FINANCIAL IMPACT/COST:

General Fund Budgeted Expenditures FY 2022-2023:
Hourly Building Official, Permit, Inspection Services - $492,827

Estimated Off-site Plan Check Services Fees - $915,500 (67% of $1,366,417.91 total estimated plan check fee revenue- The difference of $ 450,917.91 would be added to General Fund Plan Check fee revenue)

Total Estimated BPR Expenditures for approval = $1,408,327

ATTACHMENTS:

Staff Report - BPR Building Services 2022.pdf
Attachment A - Agreement Including Proposal.pdf

APPROVED:



_____
Clint Osorio, City Manager

City of Gardena
City Council Meeting

Agenda Item No.:
Department: Community Development
Meeting Date: September 13, 2022
Contract Building Services Agreement

AGENDA STAFF REPORT

AGENDA TITLE: CONTRACT BUILDING SERVICES AGREEMENT WITH BPR CONSULTING GROUP, INC.TO PROVIDE BUILDING OFFICIAL AND OTHER BUILDING RELATED INSPECTION AND PROCESSING SERVICES

RECOMMENDATION:

Staff respectfully recommends that Council approve an Agreement with BPR Consulting Group, Inc. and authorize a Purchase Order in the amount of $1,408,327.

BACKGROUND:

One of the duties of the Community Development Department is to provide building services such as plan check, plan routing, permit processing, and inspection services. For many years, the City has utilized a combination of both private and in-house staffing to fulfill these duties. For the past year, the City has utilized BPR Consulting Group, Inc. (BPR Consulting) for these services and eliminated the previous practice of using 3 separate professional consulting service organizations to augment in-house staff.

DISCUSSION:

For the past year, staff has been very satisfied with the performance of BPR Consulting. Within the past year, building plan check services have improved from 2 to 3 month turn-arounds to 5 to 10 working day turn-arounds, inspection services have improved from 3 weeks out to at one point next day and currently 4 days out, permit issuance processes have improved, and all associated fees are now being collected and tracked.

Staff recently held discussions with BPR Consulting on their performance and requested a review of the current percentage rate of 75% for plan check review services that are completed outside of City Hall. Utilizing a percentage rate ensures that the cost for private plan check services would not exceed the permitting fees generated by the project, and allow for the remaining fees to be used toward the City's in-house building division staffing costs associated with the project. Large and complicated projects require a team of plan check staff in order to provide timely services and efficient turnaround times back to the applicant. Because BPR Consulting was able to identify a lack of consistent collecting of building related service fees during the past year and have now corrected that process, they offered a lower percentage rate from 75% to 67% of the City's plan check review fees (8% reduction) and to provide plan check services for all City owned projects at no cost to the City. The estimated savings to the City during FY 2022/23 based on not being charged for the Aquatic Center and potential smaller

park improvement projects throughout the fiscal year is approximately $80,000, and the estimated savings from the 8% reduction in plan check rate is approximately $90,000. These savings ultimately result in an increased amount of collected fees to pay for in-house building related services and lower project costs for the community.

The funds required for contracted building services with BPR Consulting have already been approved in the FY 2022/23 budget. Staff is requesting and recommending that a purchase order in the amount of $1,408,327 be approved.

LEGAL REVIEW:

The City Attorney's Office has reviewed the attached agreement.

CONCLUSION:

Staff respectfully recommends that Council approve an Agreement with BPR Consulting Group, Inc. and authorize a Purchase Order in the amount of $1,408,327.

FISCAL IMPACT:

General Fund Budgeted Expenditures FY 2022-2023:

Hourly Building Official, Permit, Inspection Services - $492,827
Estimated Off-site Plan Check Services - $915,500 (67% of 1,366,417.91)

Total Estimated BPR Expenditures for approval = $1,408,327

Total Estimated Plan Check/Permit Fees to be Collected = $1,859,244

Submitted by: Greg S. Tsujiuchi Date: 9/13/2022

ATTACHMENTS

Attachment A – Agreement Including Proposal

AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
BPR CONSULTING GROUP, INC.
TO PROVIDE BUILDING OFFICIAL AND OTHER PLAN
AND PERMIT PROCESSING SERVICES

This contract, hereinafter referred to as Agreement, is entered into this September 13, 2022, by and between entered into by and between THE CITY OF GARDENA ("City") and BPR CONSULTING GROUP, INC., a California corporation ("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 for building services which may include a Building Official, plan check services, plan routing/permit processing services, and inspection services.

B. Consultant employs individuals who are 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 and Compensation.

A. The services to be performed by Consultant shall consist of professional building services as set forth in the attached Statement of Qualifications and Proposal, attached hereto as Exhibit A. In the event of any inconsistency between the terms of the Proposal and this Agreement, this Agreement shall govern. Contractor will provide qualified and experienced staff to serve in the following roles at the hourly rates specified on an as-needed basis, as requested by the City's Contract Administrator.

B. For work completed at City Hall, work shall be billed at the following rates:

POSITION	HOURLY RATE
ICC Certified Building Official	$125
Licensed Plan Review Engineer	$135
ICC Certified Plans Examiner	$ 95
CASp Plans Examiner or Inspector	$ 110
ICC Certified Sr. Inspector	$ 95
ICC Certified Building Inspector	$ 88
Fire Protection Engineer	$135
ICC Fire Plans Examiner	$ 95
ICC Fire Inspector	$ 95
Routing/Permit Technician	$ 65

C. For full plan review services completed outside of City Hall, Consultant shall be paid 67% of the City's plan review fees set forth in the City's adopted fee schedule. For structural only plan review services completed outside of City Hall, Consultant shall be paid 45% of the City's plan review fees set forth in the City's adopted fee schedule.

D. For plan review services of City owned public facility projects, Consultant shall perform the services at no cost to the City.

E. 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. Notwithstanding the above, if any of Consultant's employees are required to use their own vehicles in the course of providing inspection work for the City, the City shall pay the standard mileage rate per IRS guidelines for vehicle miles traveled in the course of said inspections.

F. The hourly rates set forth herein shall be valid for a minimum of one year from the date of execution of this Agreement. Consultant shall give City a minimum of thirty (30) days' written notice before increasing these rates.

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 Greg Tsujiuchi, Community Development Director, 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. 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. 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.

6. Term of Agreement/Termination.

A. This Agreement shall be in effect as of the date of execution by the City and shall remain in effect 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 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.

C. Consultant covenants that thee 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.

16. 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.

17. 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.

18. Insurance.

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 coverage 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. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage 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 coverage 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 coverage 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 Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars 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 or 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 retention 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 therefore, 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.

19. 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 negligent 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 or partial 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.

20. 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.

21. 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 and 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.

22. 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: Greg Tsujiuchi, Community Development Director
Telephone Number: (310) 217-9526
E-mail: gtsujiuchi@cityofgardena.org

Consultant: BPR Consulting Group, Inc.
2201 Francisco Drive, Suite 140-658
El Dorado Hills, California 95762
Attn: Ron Beehler, Director of Client Relations
Telephone Number: (916) 652-3600
E-mail: rbeehler@bpr-grp.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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

30. 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.

31. 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 _____
Tasha Cerda, Mayor

Date _____

ATTEST:

_____
City Clerk

ACCEPTED: BPR CONSULTING GROUP, INC.

By _____ By _____
Ron Beehler, Director of Client Relations _____

Date _____ Date _____

APPROVED AS TO FORM:

_____
CARMEN VASQUEZ, City Attorney

Exhibit A

PROPOSAL TO PROVIDE

PLAN REVIEW AND BUILDING INSPECTION SERVICES

BPR

CONSULTING GROUP

September 6, 2022



Safe Buildings for Your Community

Efficient Professional Services

September 6, 2022

Mr. Greg Tsujiuchi
Community Development Director
City of Gardena
1700 W. 162nd Street
Gardena, California 90247

RE: Proposal to Provide Building Department Services

Dear Mr. Tsujiuchi,

Thank you for the opportunity to present this proposal to provide building department services to the City of Gardena. This proposal will provide you with a detailed overview of the building department services offered by BPR Consulting Group (BPR). We appreciate your time reviewing this Proposal, and we hope that we may continue to be of service to City of Gardena.

We appreciate the opportunity to have worked with you to improve the responsiveness of Building Department services over the past year and look forward to the opportunity to continue to improve the services that the department provides. Our talented staff of Building Officials, Licensed Engineers, Plans Examiners, Building Inspectors, and CASp experts have extensive experience providing all aspects of building department services to communities throughout California.

Utilizing our experience gained providing plan review services to the City over the past year we have a better understanding of the types, sizes, and complexity of projects processed by the Building Department and we are offering a rate reduction for plan review services performed within our offices from the current 75% of plan review fee to 67% of plan review fee. As a value-added service to the City we are also proposing to provide plan review services for all city owned projects at no cost to the City.

We will continue to evaluate all of the Building Departments services, processes and procedures and work with City management to refine processes and to identify and eliminate inefficiencies. BPR Consulting Group's certified and licensed staff of qualified professionals can assist the City with our shared goal of providing timely services for the development community, business owners and citizens, and to put systems in place to maintain service levels during periods of increased workload. California-based BPR Consulting Group is focused on supporting California communities by delivering high-quality building department services, tailored to our clients' needs, with the goal of exceeding our clients' expectations by:

- Providing all services in a **cost-effective** manner.
- Providing **qualified and experienced personnel** who can effectively communicate and explain relevant code requirements.
- Providing a **high level of customer service** to the City and the City's applicants.
- Balancing the need to ensure conformance to standards and regulations with the need for **predictability, uniformity, and efficiency**.

Please feel free to contact me at 916.204.3178 if you have any questions concerning our qualifications or the services we provide. We look forward to the opportunity to continue to work with you and the City of Gardena.

Sincerely,

BPR CONSULTING GROUP

Ron Beehler, SE, CBO
Director of Client Services

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SECTION 1

COMPANY OVERVIEW

Seamlessly integrating municipal service professionals in support of public agencies is BPR Consulting Group's sole purpose. BPR was founded by individuals with a long history of serving municipalities and public agencies throughout California and Nevada. We have extensive experience in all aspects of building safety, including building official, plan review, inspection and routing technician services. We have worked with public agencies throughout California to provide these same services in a transparent, efficient and cost-effective manner.

Our Building Safety Division consists of the following: California licensed structural, civil, mechanical, electrical and fire protection engineers; Certified Access Specialist (CASp) professionals; ICC-certified building officials, plans examiners, inspectors, routing technicians; and highly experienced administrative personnel.

Building department services we propose to the City of Gardena include:

- Building official services
- Building plan review services
- Building inspection services
- Routing technician services
- CASp plan review and inspection services
- Building Department assessment services

Our team has a proven track record of providing efficient and predictable building department services while meeting or exceeding client expectations. Our key objectives in providing these services to the City of Gardena are:

- **To provide Building Official services.** We have selected an experienced and qualified Building Official to serve the City. Our Building Official will work with City staff and others to improve services that the department provides in a professional, cooperative and coordinated manner.
- **To remain unmatched in furnishing responsive and knowledgeable Building Department services.** Our staff will immediately evaluate staffing levels necessary to provide timely services and immediately add additional inspection staff until next day inspection services are restored.
- **To provide timely and responsive plan review services.** We will work to eliminate any plan review backlog with the goal of having service levels meet those identified within this proposal within three weeks from initiation of services.
- **To share our wealth of building Department experience.** Our staff has been intimately involved in the management of multiple California Building Departments and we will use this experience to improve the internal and external processes and services provided by Gardena's Building Department.
- **To be responsive to your specific staffing needs.** As construction and development activity fluctuates within your community, we will adjust our service levels allowing the City the ability to maintain seamless service to your customers.
- **To provide staff who have the appropriate experience, certifications, and knowledge.** We will utilize appropriately experienced and qualified staff to perform all identified services.

SECTION 2

QUALIFICATIONS & EXPERIENCE

The following is a small sampling of the types of projects for which we are experienced at providing in support of building departments. We have coordinated in-house, staff-augmentation, building-official services, outsourced building-department, plans-examination services, inspection services, fire plan review and inspection services, and routing technician services to a multitude of public agencies throughout California.

BUILDING OFFICIAL SERVICES

BPR staff have provided Building Official services for many California communities. Our Building Official staff possess experience and are knowledgeable of the laws and regulations associated with building department operations and will use this experience and knowledge to promote efficient services for your department. We will provide a full-time Building Official to provide on-site and remote Building Official services. Our proposed Building Official is keenly aware of the importance an efficient and predictable building department has on the economic vitality of the communities we serve.

PLAN REVIEW SERVICES

BPR Consulting Group's staff have many years of experience providing plan review for all types of projects ranging from small, simple, tenant-improvement projects to commercial, industrial, and high-rise building projects. We review all submitted project documents as needed to verify building code compliance. Our proposed Building Official holds all appropriate certifications and possess the necessary experience to provide plan reviews for all project types. Larger and more complex projects will be sent to our regional office for plan review. We have the ability to assign plans examiners with the same qualifications and professional licenses as required for project designers which allows efficient professional communication of plan review related issues. We believe this approach affords a minimum number of plan review cycles allowing projects to move to construction without unnecessary plan review related delays. The following is a small sampling of projects for which BPR's staff have provided plan review services.

CITY OF MANTECA

Great Wolf Lodge:

BPR's staff members provided plan review services for this high-profile resort located adjacent to Highway 120 in the City of Manteca. This project included a 95,000 SF indoor water park, 45,000 SF of family entertainment space, 12,000 SF center, and a 6-story, 500-room hotel. BPR's staff worked closely with the design team and City staff to deliver this fast-paced project in phases via a series of permit packages and provided plan review services through the construction phase of the project.



CITY OF SANTA CLARITA

Holiday Inn Express:



BPR's staff provided complete building department plan review services for this new 4-story, 62,849 SF hotel. This high-profile project was designed utilizing wood platform framing with sheathed shear-walls and steel moment frames for lateral support. The building utilized Construction Type V-A and was classified as a group R-1 Occupancy. All plan review services for this project were provided on an expedited basis.

CITY OF MONTEREY PARK

Costco Warehouse & Fuel Station:



BPR's staff provided building department plan review services on behalf of the City of Monterey Park for the new Costco Warehouse and Fuel Station project. Plan review services included plan review of the non-structural, structural, mechanical, electrical, plumbing, green and energy efficiency improvements associated with the project. The 154,974 SF tilt-up warehouse building utilized Type V-B Construction. The fueling station utilized Type ll-B Construction. The building was classified as a group M Occupancy.

Pacific Plaza Mixed-Use Hotel and Condominium:



BPR's staff members provided complete building plan review services for the Pacific Plaza Monterey Park project which was designed as a mixed-use project to include Hotel, Condominium and Restaurant uses. The project includes 398,792 SF within five levels above two levels of underground parking. The project utilized Construction Type I-A at the two lower parking levels and Construction Type III-A above the 2nd level. The building includes Occupancy Groups A-2, A-3, M, B and S-2.

CITY OF FRESNO

Community Regional Medical Center:



BPR staff members provided plan review services for the Fresno Community Regional Medical Center (CRMC) expansion – a 58-acre, $350 million project comprised of a 5-story, 180,000 SF Medical Office Building and a 5-story Parking Structure with approximately 427,900 SF of parking. BPR's staff provided complete building department plan review services for the CRMC Medical Office Building and Parking Structure. Submitted documents were reviewed for

compliance with the applicable provisions of the codes and associated standards as adopted by the City of Fresno.

The CRMC Medical Office Building was constructed utilizing structural steel framing supporting composite concrete over steel decking at the floor and roof levels. The foundation utilized conventional spread footings. The lateral force resisting system was designed to utilize moment resisting steel frames. The exterior cladding for the project included light gauge steel framing supporting anodized aluminum panels and glazing. The Medical Office Building includes occupancy classifications B, S, and I-2.1, and Construction Type IA and is a fully sprinkled building.

The CRMC Parking Structure was designed utilizing concrete decks supported by concrete beams and columns, with post-tensioned, cast-in-place concrete construction supported by post-tensioned cast-in-place concrete beams, which in turn are supported by conventionally reinforced cast-in-place concrete columns. The lateral force resisting system consisted of concrete shear walls and concrete moment frames. The exterior cladding was designed to incorporate precast concrete wall panels.

Omni Family Health Facility:

BPR'S staff provided third-party plan review services on behalf of the City of Fresno for the Omni Family Health facility. The project included modifications to the existing mechanical system to isolate air and control pressures in the facility's waiting room. The mechanical system upgrade was designed and plan reviewed for compliance with OSHPD 3 code requirements. Plan review services included review for compliance with OSHPD3 requirements for healthcare facilities.



Staff prepared review letters identifying elements of the final 100% construction documents that did not comply with applicable provisions of the adopted California Building Codes. The plan review team met with the design team to resolve plan review issues. At the completion of the plan review, two (2) sets of reviewed drawings and other required documents were delivered directly to the City of Fresno Building Department. A final review letter addressed to the City of Fresno Building Department was provided at the completion of plan review services indicating that plans were reviewed and found to comply with applicable building codes.

CITY OF HANFORD

New Hanford Fire Station:

BPR's staff provided complete plan review for this new 5,289 square foot fire station consisting of group R-2, B and S-1 occupancy classifications and constructed of Type VB Construction. The estimated project cost was $2,000,000. The new fire station will support three personnel during duty hours and provide responsive service in the southwest and west area of Hanford with a focus on improving response times and better serving the growing community.



New Costco Warehouse:



BPR's staff members provided building department plan review services on behalf of the City of Hanford Building Department for a new Costco Warehouse project. Services included plan review of the architectural, structural, mechanical, plumbing, electrical and energy conservation designs associated with construction of the project. Accessibility features were also reviewed to ensure compliance with applicable accessibility provisions of the adopted California Building Codes.

CITY OF SACRAMENTO

Downtown Commons Tower:



BPR staff provided plan review services for this 16-story, mixed-use tower constructed of cast-in-place reinforced concrete utilizing a code compliant structural concrete shear wall system for lateral support. This architecturally significant state-of-the-art project serves as a center piece for the Downtown Commons community and is located directly adjacent to the new Sacramento Kings Arena. The 16-story, mixed-use tower includes two levels of subterranean parking. The lower three levels above grade include retail space, restaurant space, hotel lobbies, conference rooms, ballrooms, a pool deck, and back-of-house spaces. The fourth level includes office space. Levels 5 through 10 were designed for hotel use, and Level 11 through 16 will include residential units. BPR's staff provided progressive plan review services for this project with an expediated schedule on behalf of the City of Sacramento. BPR staff members successfully assisted the city, the design team, and the Owner to implement and execute an aggressive phased permitting schedule, allowing this significant and complicated project to move quickly into construction, well in advance of a complete design package.

CITY OF RICHMOND

BPR staff members have provided complete plan review services for projects on behalf of the City of Richmond for many years. Below are examples of recent projects for which our staff members provided plan review services:

Noma Residential Development:

BPR staff provided complete building department plan review services for the Places at Noma which consist of 95, three-story, single-family, detached homes; and the Rows at Noma, which consist of 18, three-story, live/work townhomes with ten different configurations. All buildings are Type V-B Construction with Group R-3 and Group U Occupancies. All buildings are platform-framed wood and are supported on conventional-spread, concrete footings with a slab-on-grade system at the first-floor level. The lateral force resisting system consisted of site-built, wood-sheathed, shear walls. BPR's staff teleconferenced and/or met with the design team to resolve plan review issues in an efficient and collaborative manner.

Tilt Up Warehouse and Distribution Facility:
BPR staff provided complete building department plan review services on behalf of the City of Richmond for this project. This project consists of a single-story, tilt-up warehouse and distribution center with 191,500 SF of warehouse area and 12,000 SF of office space, for a total area of 203,500 SF. The building was constructed of Type III-B Construction and included Type S-1 and B Occupancies and is fully fire sprinklered. Site improvements included trash enclosures, rolling metal gates, steel fencing and concrete site walls. Submitted documents were reviewed for compliance with the applicable provisions of the adopted building codes and associated standards. BPR staff teleconferenced and/or met with the design team to resolve plan review issues.

OSHPD 3 Community Clinic:
BPR staff provided complete building department plan review services of the Community Clinic project on behalf of the City of Richmond. This project included construction of a three-story, Community Clinic with a total area of 33,742 SF of medical office space designed to be OSHPD 3 compliant. The building utilized Type V-B Construction and included Occupancy Groups B and A-3. The building is fully fire sprinklered. Site improvements included trash enclosures and concrete site walls as part of the project. Plan review services required review for compliance with all applicable OSHPD 3 provisions of the California Building Code. BPR staff teleconferenced and/or met with the design team to resolve plan review issues, as needed.

CITY OF BERKELEY

BPR staff members have provided complete plan review services for projects on behalf of the City of Berkeley for many years. Below are examples of recent projects for which our staff members provided plan review services**:**

Bancroft Apartments:
This six-story, mixed-use building consists of a single-level, reinforced-concrete, Type 1A podium structure with five levels of light, wood-framed Type IIIA construction above. The podium houses 9,300 SF of M, S-2 and R-2 Occupancies. Five levels of residential apartments comprising 41,000 SF occur above the podium structure. The existing building on the site was relocated and the existing surface parking lot was demolished in preparation for this high-density project which included 50 new residential dwelling units.

San Pablo, Merchant Building:
This unique project straddles three Cities; Berkeley, Oakland, and Emeryville, with Berkeley as the lead agency. Formerly a factory, this building has been readapted to house a 500,000 SF medical office, a 50,000 SF health club, and a parking garage with roof parking. The existing concrete structure was strengthened with extensive use of fiber-reinforced polymer (FRP); new ramps were added to convert the factory floors to parking floors; and new MEP infrastructure was added to facilitate the medical office building and health club tenant improvements.



Bayer Healthcare, Voluntary Seismic Upgrade:
This project consisted of voluntary seismic upgrades to four existing buildings in order to comply with the city seismic strengthening regulations and policies. The design utilized the evaluation and retrofit procedures of ASCE 41-13 and introduced structural steel buckling restrained braced frames into these existing nonductile,

reinforced-concrete buildings. The projects ranged in size from 3,400 SF to 60,000 SF, and the buildings included B, F-1 and S-1 Occupancies.

CITY OF SAN RAMON

Aspen Woods Apartments:

BPR staff provided plan review services for this new, 95-unit, senior complex. The facility consists of a basement and 4 floor levels totaling 139,281 SF. This podium style project utilized Type IA and VA construction and included S-2 and R-2 Occupancy Groups. Above the podium structure, western-style platform construction was utilized along with site-built, wood-sheathed, shear walls for lateral support for this exclusive residential project.



CITY OF VALLEJO

The Lodge at Glen Cove:

BPR staff provided plan review services on behalf of the City of Vallejo for this new, residential, care facility that provides Independent Living, Assisted Living and Memory Care options for its residents. The facility consists of two, three-story buildings totaling 120,312 SF. This project utilized Type VA construction and included A-2, R2.1, B and S Occupancy Groups.



BUILDING INSPECTION SERVICES

BPR Consulting Group maintains a staff of ICC Certified building inspectors available to serve your community. We understand the importance of personality coupled with code knowledge and the ability to explain identified deficiencies in a constructive manner. We carefully select inspection staff to ensure that selected staff possess the appropriate skills and knowledge for the types of projects they will be assigned. We value our inspection staff's ability to effectively communicate with agency officials, homeowners, builders and others. We understand effective communication is an important trait necessary for delivery of successful inspection services on behalf of the communities we serve. We have found that demonstrated code knowledge, along with clear and efficient communication, are required ingredients for a fair and transparent inspection program.

ROUTING TECHNICIAN SERVICES

BPR Consulting Group maintains a staff of ICC Certified technicians available to serve your community. We understand the importance of the technician position. As the first contact by residents and builders alike, the first impression provided by our routing technicians sets the stage for the overall permitting experience. Our routing technicians are knowledgeable of state laws associated with issuance of building permits, have experience with multiple databases utilized by building departments and will quickly learn the unique project routing and approval process used by your department. Additionally, our routing technicians with minimum training, will use your adopted fee schedules to ensure that plan review and building permit related fees are

properly assessed. At the completion of the plan review process, required approvals from other departments both within and outside the agency, will be verified prior to issuance of building permits.

FIRE PLAN REVIEW & INSPECTION SERVICES

BPR Consulting Group staff are available to provide fire plan review services as needed to verify compliance with California Building and Fire Codes, adopted National Fire Protection Association Standards and local amendments. Plan review services will include review for fire and life safety code compliance relative to the design of fire protection systems including fire sprinkler systems, fire alarm systems, fire suppression systems, fire pump installations, smoke control systems, civil improvement plans, and non-structural building plans for fire and life safety features.

We understand that many municipalities and fire districts adopt local requirements unique to local fire concerns. We will review local requirements to ensure that assigned projects are compliant with current code and locally adopted requirements. We will ensure compliance with Title 24 California Building and Fire Codes, parts 2, 2.5, and 9 – applicable to fire prevention, life safety, mechanical and electrical installations as they relate to fire and life safety for residential, commercial, industrial, existing and historical buildings.

BPR's staff of Fire Plans Examiners and Fire Protection Engineers have performed both building and fire plan review services on a wide variety of projects including industrial, commercial, institutional, assembly, essential service buildings, mixed use, tenant improvements, remodels, adaptive reuse projects and residential developments.

SECTION 3

BUILDING SAFETY TECHNICIAL CAPABILITIES

The BPR team holds extensive experience and a proven track record of providing building official, plan review, building inspection, fire plan review and inspection, and routing technician services as needed in a cost-effective manner. Our Building Official services can be tailored to meet your specific needs and budget. Our plan review services focus on providing timely and thorough plan reviews with the goal of issuing code compliant plans so minimum code related issues occur during the construction process. We also work with design teams on major projects providing progressive plan reviews where we identify code compliance issues during the design process resulting in quick approval of the final construction documents. Our Building Inspectors and Routing Technicians are selected based on the needs of the communities we serve. We tailor our services to fit your specific needs.

Our role and mission is to provide the following:



- A **team of professionals** with high-level experience and skills in successfully providing all building department services.
- Utilizing staff with a **customer service focus** and thorough knowledge of building department policies and procedures.
- Promoting **cooperation and partnership** with other jurisdiction departments and outside agencies.
- **Licensed Plan Review Engineer and/or ICC Certified Plans Examiners** for thorough and timely plan reviews.
- **Progressive plan review services** for major and unique projects.
- A **high level of customer service** to both internal and external customers.
- Adjusting services as needed to **meet your workload needs**.
- Services in a **cost-effective manner** that remain within budget constraints.

BUILDING & FIRE PLAN REVIEW SERVICES

All plans examination services will be performed by or under the direction of a licensed civil or structural engineer. For unusual or large projects, and when needed to meet aggressive schedules and peak workload demands, additional support will be provided by appropriately qualified staff. Our building officials, plans examiners, and building inspectors maintain a working knowledge of applicable building codes and plan review procedures. Our staff will use their experience and skills to promote efficient services on behalf of your department.

Our staff will work with project applicants and designers in a collaborative and professional manner to quickly identify and resolve code compliance issues. Our Building Officials will collaborate with project designers to identify code compliant procedures to address complicated code issues. Our plans examiners will perform detailed plan reviews to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

TECHNICAL PLANS EXAMINATION CAPABILITIES

BPR's staff possesses significant technical capabilities in all areas of plans examination, competency gained from years of experience providing these same services. All plan examiners are California Licensed Engineers or ICC Certified Plans Examiners with multiple years of experience providing plan review services. Our staff will conduct accelerated or project-specific, phased, plan reviews on an as-needed basis as requested by clients. Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, energy calculations, geotechnical reports, structural calculations, electrical load calculations, comissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written, plan review letters, communicate effectively orally and in writing and work effectively with jurisdiction staff, project design teams, contractors and the permit applicants. Our plans examiners possess knowledge of the most current state adopted building standards.

ARCHITECTURAL

BPR's non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Many of our plan examiners are CASp certified. Completed plan review projects range from single-story, residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances

STRUCTURAL

Our structural engineers have experience designing and reviewing all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities. Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete
- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Wood shear wall systems
- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP

MECHANICAL, PLUMBING & ELECTRICAL

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted amendments

Other review services may be provided based on current editions of local or national standards such as:

- International Building Code
- International Residential Code
- International Mechanical Code
- International Plumbing Code
- NFPA Standards 13 (automatic fire sprinkler systems)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 99 (medical gases)
- NFPA 101 Life Safety Code
- NEHRP Requirements for Existing Building

ENERGY COMPLIANCE

Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have been updated since that time to address a multitude of building components, systems and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.

GREEN BUILDING STANDARDS

BPR's staff has a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design methodologies, construction, operations, and building maintenance. LEED certification consists of a variety of rating systems applicable to multiple building types including commercial as well as residential. Ratings reflect a measure of how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO_2 emissions reduction, indoor environmental quality, energy usage and the projects impact on the local environment.

ACCESS COMPLIANCE & CASp REVIEW

All BPR CASp-certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.

Our plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.

FLOOD ZONES

BPR's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones and areas prone to flooding. BPR Consulting Group's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as locally adopted ordinances. Additionally, members of our team have participated in state-sponsored committees to establish guideline and building code requirements for projects planned in areas designated as flood zones.

OSHPD 2, 3 & 5

BPR Consulting Group's staff of plans examiners and building inspectors have extensive experience providing plan review and inspection services for OSHPD 2, 3 and 5 projects. Our staff is well versed with the OSHPD 2, 3 and 5 requirements included in the California Building Code. Our inspection staff includes an OSHPD certified inspector with recent experience providing inspection services for hemodialysis, outpatient surgery, hyperbolic chamber, medical clinics and acute psychiatric facilities.

FIRE CODE PLAN REVIEW

We have an experienced and licensed professional Fire Protection Engineer on staff to address your fire and life safety needs. Our fire safety plan review and inspection staff can quickly and accurately check plans for compliance with applicable fire codes and standards. Our fire protection staff routinely review and inspect projects for compliance with fire and life safety regulations.

Our Fire Plans Examiners and Inspectors have extensive experience in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC) and California Building Code (CBC), with local amendments and regulations.
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- Code referenced National Fire Protection Reference Standards
- Municipal, State or Federal regulations enforced by local Fire Agencies

BPR's staff is active with California Fire Prevention Officer's Association, as well as local chapters of International Code Council Building Officials Organizations throughout the State of California.

TRANSPORTING PLANS

For paper submittal documents, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. We utilize specific methods for project document pick-up and delivery with the goal of providing same-day service.

ELECTRONIC PLAN REVIEW

BPR Consulting Group maintains an efficient cloud-based, electronic-document, submittal system for receiving and sending large electronic document files. Our electronic document portal utilizes a **SharePoint** system to allow permit applicants and client staff the ability to upload construction documents for our plan review services. We are also able to use **Dropbox** to share and collaborate with the County. BPR Consulting Group has provided electronic plan review services, serving building departments and other public agencies with efficient electronic plan review services. We are prepared to provide electronic plan check services for your community utilizing our **Bluebeam** electronic plan review system, or any electronic plan review system presently used by your department.

We have had the opportunity to work with many different electronic plan review systems and our preferred system is **Bluebeam**, an industry-leading software used by many jurisdictions, design teams and contractors to review and annotate construction documents. We have worked with multiple clients to purchase and deploy **Bluebeam** software, develop jurisdiction-specific stamps, develop tools to increase efficiencies for electronic plan reviews, and participate and provide ongoing training on the use of the software.

COMMUNICATING PLAN REVIEW RESULTS

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and owners to understand the noted deficiency and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as needed, ready for final approval and permit issuance.

STANDARD PLAN REVIEW COMPLETION TIMEFRAMES

We complete all **plan reviews** within the timeframes shown below for both commercial and residential projects as our standard business practice. We will accommodate any turnaround schedule agreed to with our clients. We can provide expedited plan review services when requested.

Project Type	Maximum Turn Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	5
Addition	10	5
Remodel	10	5
Non-Residential		
New Construction	10	5
Addition	10	5
Remodel, Tenant Improvement	10	5
Large, Complex Commercial or Residential Multi-Family Projects	12	7

BUILDING INSPECTION SERVICES

BPR building inspectors are qualified and appropriately ICC-certified to provide requested inspection services. Our inspection staff will perform inspection services to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. Our field inspection services will include inspection of all portions of projects including project sites as applicable. Our building inspectors will write legible and understandable correction notices, field reports and will be available to answer in-person or telephone inquiries. All inspection personnel assigned will be ICC and/or CASp certified as required.

We understand that many municipalities have amended code sections, policies and ordinances that impact the work that is inspected and approved project plans. Our inspection staff will familiarize themselves with local requirements to ensure that the projects we are inspecting are compliant with current code requirements. Specifically, we will ensure compliance with the applicable provisions of the Title 24 California Building Standards Code, Parts 1 through 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings. BPR's ICC/CASp certified inspectors have performed building inspection services on a wide variety of construction projects including planned, single-family, residential developments, custom homes, commercial, manufacturing, institutional, assembly, essential service, industrial projects and historically designated buildings. When necessary for large or fast-paced projects, multiple inspectors can be made available. BPR's inspectors will inspect projects to verify conformance with approved project drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for size, setbacks, heights and other applicable requirements. At the completion of inspections, BPR's inspectors will update database information, complete necessary forms and documents as required to provide seamless service.

INSPECTOR QUALIFICATIONS & CERTIFICATIONS

BPR will work with you to select appropriately qualified inspectors with applicable experience and specific code knowledge based on the types of projects assigned for inspection. All BPR Consulting Group inspectors are ICC-certified with many maintaining CASp certification. In addition, BPR employs OSHPD certified inspectors available for inspection of OSHPD designated facilities.

Inspection personnel will have the ability to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, permit applicants, homeowners and agency staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards. Our inspectors are familiar with most of the common scheduling and tracking systems utilized by building departments and can quickly adapt to your systems and requirements.

ROUTING TECHNICIAN SERVICES

Knowledgeable and personable technicians are the first impression the public gets of your building department, and they play a critical role as to how your departments services are perceived. Routing technician services are crucial to the success of the entire building safety workflow within building departments. The ability to convey proper information to permit applicants, properly calculate permit fees, properly route plans to various departments for review, tracking approvals, database management and permit issuance are all critical to the success of your building department. We understand that the ability to deliver excellent customer service, maintaining a smooth flow of permit documents throughout departments, and maintaining accurate and up-to-date records, are all key elements to furnishing first-rate, efficient success of your building department.

Our Routing Technicians will greet and work closely with the customers at the public counter or via telephone, answering questions and providing accurate information. Our Routing Technicians will provide information about permit applications, plan review and inspection requirements, will be organized and have the ability to maintain filing systems necessary for tracking permit applications, permits issued, plan checks in progress, approved project documents and any other records or information important to the efficient operation of your department.

SECTION 4

FEE SCHEDULE

We propose that all in-house Building Department services including Building Official and plan review services performed by our Building Official, Building Inspection, and Routing Technician services provided to the City of Gardena be paid on an hourly basis utilizing the Schedule of Hourly Billing Rates included below. Our standard fee for complete building code plan review services for commercial and residential projects reviewed in our offices is 67% of the plan review fees based on your agency's adopted fee schedule. Structural only plan review services will be charged at 45% of the plan review fees based on your agency's adopted fee schedule.

Plan review services performed in our offices will include an initial first review and two, back-check reviews of the submitted documents. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates included below.

Additionally, we propose to provide plan review services for City owned projects at no cost to the City.

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the schedule below reflect BPR's current hourly billing rates.

CLASSIFICATION	HOURLY BILLING RATE
ICC Certified Building Official	125
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	135
ICC Certified Plans Examiner	95
CASp Plans Examiner or Inspector	110
ICC Certified Senior Building Inspector*	95
ICC Certified Building Inspector	88
Fire Protection Engineer	135
ICC Fire Plans Examiner	95
ICC Fire Inspector	95
Routing Technician	65

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Expedited Plan Reviews:** Expedited plan reviews can be provided upon request. Fees for expedited plan review services will be **150%** of the above noted hourly rates.
- **Overtime, After-hour and Weekend Services:** Overtime, after-hour and weekend services will be charged at 130% of our regular billing rates.
- **Mileage:** Vehicle mileage utilized while performing city services will be billed at the current IRS vehicle mileage rate.
- * Senior Building Inspector will possess two or more current ICC Certifications

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.B
Section: DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES
Meeting Date: September 13, 2022

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

AGENDA TITLE: RESOLUTION NO. 6601, A Resolution of the City Council of the City of Gardena Opposing the Two Statewide Ballot Measures that Would Expand Gaming in California

COUNCIL ACTION REQUIRED:
Staff Recommendation: Adopt Resolution No. 6601 opposing both Proposition 26 and Proposition 27 Sports Wagering Initiatives

RECOMMENDATION AND STAFF SUMMARY:
City Staff respectfully recommends City Council to approve the proposed Resolution opposing Proposition 26 and Proposition 27 Sports Wagering Initiatives appearing on the November 8, 2022, General Election Ballot.

On May 14, 2018, the US Supreme Court overturned the Professional and Amateur Sports Protection Act (PASPA, 1992), lifting the ban on states being able to establish their own sports wagering industries; meaning the State of Nevada no longer has a monopoly on legal sports betting in the country and all states are free to set up their own sports betting rules and regulations. Currently, there are about 30 states where sports betting is now legal including 18 states that allow online sports wagering. There are two Sports Wagering initiatives appearing on the November 8, 2022, California General Election Ballot:

1. Proposition 26, the California Sports Wagering Regulation and Unlawful Gambling Enforcement Act, Initiative 19-0029A1
2. Proposition 27, the “California Solutions to Homelessness and Mental Health Act”, Initiative 19-0029A1

Proposition 26 (Prop 26) amends the California Constitution to expand gambling in Indian Casinos. This would permit Indian Tribes to offer gambling games currently not permitted in tribal casinos, like sports wagering, roulette, craps, and other games played with dice. Prop 26 also includes a provision to promote frivolous lawsuits. The provision authorizes any person or entity to act as a private attorney general to bring lawsuits to seek civil penalties of $10,000 per alleged violation and injunctions to close licensed cardrooms for any alleged violation, even though licensed cardrooms play card games expressly approved for play under the California penal code and by the Bureau of Gambling Control in the Office of the California

Attorney General. This provision will directly harm cities who receive tax revenues from their licensed cardroom and rely on these revenues to provide basic municipal services for their residents.
Indian Tribes do not pay any taxes on their existing Casino revenues and Prop 26 does not require the Indian Tribes to pay taxes on the new revenues generated from expanding gambling through the addition of sports wagering, roulette, craps, and other games played with dice.
A fiscal analysis conducted by the California Legislative Analyst's Office found the Indian Tribes monopoly on sports betting would result in a loss of hundreds of millions of dollars each year in taxes for California, revenues that could have been used to support local programs.
Proposition 27 (Prop 27), the "California Solutions to Homelessness and Mental Health Act" amends the California Constitution to expand gambling over the internet and on mobile devices. Prop 27 will permit entities to operate online sports betting over the internet and on mobile devices to persons throughout California. Prop 27 exempts all Indian Tribes with casinos from State or location taxation on all revenues from online sports betting. Instead, the state would receive the $100 million license fees paid by sports wagering operators with possibility of further revenue from a proposed 10% surcharge on these operators paid into an Online Sports Betting Fund. The money in this Fund is to be appropriated by the legislature as follows: (a) 85% to counties and cities for homelessness and mental health programs and the cost to administer online sports betting and (b)15% for Indian tribes that do not participate in online sports betting.
However, sports wagering operators are permitted to deduct the amount of all promotions, winnings and prizes paid out and the licensing fee from any surcharge amount they would be obligated to pay to the State Treasury. The Initiative contemplates that an operator's adjusted gross online betting receipts will be a negative amount, in which case the operator would pay very little to no surcharge amount to the State Treasury resulting in insufficient to no revenue for counties and cities for homelessness and mental health programs as advertised.
The California tribal casinos are an $8 billion-a-year industry and pay no state income taxes, property taxes, or local sales taxes. This expansion of gambling far exceed what Indian Tribes with Las Vegas casinos need to survive – a goal that was accomplished by the passage of Proposition 1A on March 7, 2000.

Given the absence of meaningful benefits to the public from these initiatives, it is recommended that the City Council oppose these initiatives by adopting the proposed resolution. City staff respectfully recommends the City Council approve proposed Resolution No. 6601, opposing both Proposition 26 and Proposition 27 Sports Wagering Initiatives.

FINANCIAL IMPACT/COST:
None

ATTACHMENTS:
Reso No. 6601 - Opposition of Prop 26 and 27 Sports Wagering Intiatives.pdf
6-15-2022 CCGA Comparative Analysis of Sport Wagering Initiatives.pdf

APPROVED:



_____

Clint Osorio, City Manager

RESOLUTION NO. 6601

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA OPPOSING THE TWO STATEWIDE BALLOT MEASURES THAT WOULD EXPAND GAMING IN CALIFORNIA

WHEREAS, the City Council of the City of Gardena (hereafter called "City Council"), has thoroughly reviewed the two following statewide sports wagering ballot measures that seek to expand gaming in California and that will appear on the November 8, 2022 California election ballot: (a) Proposition 26, The California Sports Wagering Regulation and Unlawful Enforcement Act and (b) Proposition 27, The California Solutions to Homelessness and Mental Health Act.

WHEREAS, the City Council finds that the two ballot measures are harmful to the interests of the people of the City of Gardena and to the people of the State of California because they would (a) permit gaming entities to offer new gaming games and to regulate themselves, (b) fail to adequately protect minors from the new gaming games, (c) exclude the State of California from regulating the new gaming games to meaningfully protect the public and (d) fail to require independent audits of all revenues from the new gaming games.

WHEREAS, the City Council also finds that that the ballot measures are harmful to the interests of the City of Gardena that authorizes local gaming, because the ballot measures will not permit cardrooms, regulated by cities, to offer new gaming games and will lead to decreased general fund revenues to the City of Gardena that the City uses to provide services to their residents. Cities use their general fund to pay for municipal services to their residents including police and fire protection and social services for youth and senior citizens.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA RESOLVE AS FOLLOWS:

Section 1. Opposition to the California Sports Wagering Regulation and Unlawful Enforcement Act, Proposition 26.

The City Council opposes the California Sports Wagering Regulation and Unlawful Enforcement Act (Proposition 26) that will appear on the November 8, 2022 statewide ballot. This Ballot Measure would grant monopoly control of gaming in the state to existing gaming tribes, would grant gaming tribes and racing tracks the exclusive right to conduct Sports Wagering in the state, would expand tribal gaming by granting gaming tribes the exclusive right to conduct games played with dice and roulette in the state, would exempt gaming tribes from paying taxes to the state or local governments, would require racing tracks to pay only a ten percent (10%) tax on their sports wagering revenues, would not prohibit minors from gambling at Indian Casinos, would not require regulation of such gaming by the state, and would not provide for any accountability.

The City Council also opposes this Ballot Measure, because it would expand the Private Attorney General Act (PAGA) that permits gaming tribes to bring frivolous lawsuits against card rooms to enforce existing laws that already are enforced by the Attorney General, District Attorneys, Bureau of Gambling Control and California Gambling Control Commission. Because this Ballot Measure would permit huge fines on card rooms, card rooms would have to defend themselves at great expense and would be forced out of business. Such a result would displace thousands of employees and eliminate tax revenues paid to the City of Gardena that is used to provide services to its residents.

This Ballot Measure is harmful to the City of Gardena and all gaming cities, because it provides no revenue to the State or local governments and it increases the monopoly power of gaming tribes over gaming in the entire state arising from their expanded gaming rights and the exclusive control of Online Sports Betting. Furthermore, this measure reduces tax revenues that gaming cities receive from card rooms, which is used to provide municipal services to their residents including police and fire protection and social services for youth and senior citizens.

Section 2. Opposition to the California Solutions to Homelessness and Mental Health Act, Proposition 27.

The City Council opposes the California Solutions to Homelessness and Mental Health Act (Proposition 27) that will appear on the November 8, 2022 statewide ballot. This Ballot Measure would grant the exclusive right to conduct Online Sports Betting in the state to gaming tribes and their designated operators and it would permit Online Sports Betting operators to control all Online Sports Betting transactions in the state in place of the State of California.

This Ballot Measure's obligation on Online Sports Betting Operators to pay a 15% tax surcharge to the State of California to fund programs for Homelessness and Mental Health is an empty promise, because it allows these operators to reduce the amount of their tax surcharge by the amounts of their license fees and other expenses. It would not require gaming tribes to pay taxes to the state or to local governments.

This Ballot Measure would prohibit minors from Online Sports Betting, but it treats violations by operators and minors as infractions instead of misdemeanors, and it would not require state audits of Online Sports Betting operators.

This Ballot Measure is harmful to the City of Gardena and all cities, because it provides no real revenue to state and local governments and increases the monopoly power of gaming tribes over gaming in the entire State arising from their exclusive control of Online Sports Betting. Thus, this Ballot Measure will reduce the tax revenues City of Gardena and all gaming cities receive from card rooms that is used to provide municipal services to their residents including police and fire protection and social services for youth and senior citizens.

Section 3. Opposition to Both Ballot Measures.

Based on the foregoing reasons, the City Council of the City of Gardena hereby opposes the ballot measure entitled "The California Sports Wagering Regulation and Unlawful Enforcement Act" (Proposition 26) and the ballot measure entitled "The California Solutions to Homelessness and Mental Health Act" (Proposition 27) that will appear on the California statewide ballot on November 8, 2022.

Passed, approved and adopted this _____ day of September, 2022.

_____

TASHA CERDA, Mayor

ATTEST:

_____

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

_____

CARMEN VASQUEZ, City Attorney

CALIFORNIA CITIES GAMING AUTHORITY
1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / EMAIL: CCGACITIES@GMAIL.COM / PHONE (310) 217-9503

Comparative Analysis of the Sport Wagering Ballot Measures to Amend the California Constitution in California

This report compares the two statewide sports wagering ballot measures:

1. The California Sports Wagering Regulation and Unlawful Gambling Enforcement Act (hereafter called the "Tribal Gaming Initiative") that is advanced by the Tribal Chairmen of the Pechanga Indian Reservation Temecula Band of Luiseno Mission Indians, the Barona Band of Mission Indians, the Agua Caliente Band of Cahuilla Indians and the Yocha Dehe Wintun Nation, each of which operates one or more Nevada Style Casinos on its tribal land in California.

2. The California Solutions to Homelessness and Mental Health Act (hereafter called the DFS Gaming Initiative) that is advanced by Kurt Oneto and John Moffat. Kurt Onet is a partner in the Sacramento law firm of Nielsen Merksamer LLP who specializes in qualifying statewide ballot measures. John Moffat is a partner in the same law firm. However, Politico reports that the true backers include the Draft Kings and others who are partnering with Indian Tribes.1

These ballot measures propose to amend the California Constitution so as to permit sports wagering and other gambling games with fundamentally different outcomes to the people of the State of California. This report provides a side-by-side comparison of the fundamental elements of these three competing ballot measures.

1 Politico "Sports Betting Giants Back Online Betting Initiative in California" (08/31/2021)

INTRODUCTION

Section 19 of Article IV of the State of California governs gambling in the state. In particular, subsection 19(a) prohibits lotteries and subsection 19(e) prohibits casinos in the entire State of California.

Subsection 19(e) provides as follows:

> *The Legislature has no power to authorize, and shall prohibit, casinos of the type currently operating in Nevada and New Jersey*.

On March 7, 2000, a ballot measure known as Proposition 1A, adopted Section 19(f) to Article IV of the California Constitution. Section 19(f) relaxed the prohibition against Nevada style casinos by permitting only Indian Tribes to operate casinos on tribal lands that offer slot machines, lotteries and banking and percentage card games.

The Tribal Gaming Initiative propose further amendments to Section 19 of Article IV of the California Constitution. The DFS Gaming Initiative proposes the addition of a new Section 19.5 to Article IV of the California Constitution and a new chapter to the Business & Professions Code.

This comparison analyzes the ballot measures according to common topics in the form of questions germane to the ballot measures.

WILL THE PUBLIC BENEFIT FINANCIALLY FROM SPORTS WAGERING?

Tribal Gaming Initiative

No. There is no public benefit. Only Indian Tribes with Casinos will benefit.

This ballot measure does not require Indian Tribes to pay taxes on their existing Casino revenues nor on their additional revenues from sports wagering. Proposed Section 19(f) to Article IV of the California Constitution.

Racetrack Operators will be permitted to offer sports wagering at the racing tracks they operate, but racing tracks operated by State Fairs are excluded. Thus, the Tribal Gaming Initiative only permits sports wagering at the following four (4) racing tracks in California: Santa Anita Park, Del Mar Racetrack, Los Alamitos Racecourse and Golden Gate Field. The Racetrack Operators will be required to pay a 10% tax on net revenues from sports wagering. This 10% tax will be distributed as follows: (a) 15% for problem
gambling prevention and mental health, (b) 15% to the Bureau of Gambling Control for the implementation and enforcement of sports wagering, (c) 70% to the state general fund.

Proposed Section 19(h) to Article IV of the California Constitution and Proposed Section 19670-19674 to the Business & Professions Code.

DFS Gaming Initiative

Indian Tribes with Casinos and their appointed Operators will reap the entire benefit. They will acquire a monopoly over all online sports betting in the State of California.

No other persons or entities will be granted the right to operate online sports betting. The DFS Gaming Initiative excludes all licensed gaming establishments like cardrooms and racetracks. It also excludes all professional sports leagues and teams. These exclusions deprive the public of new tax revenues from online sports betting.

The public will receive the license fees paid to the State Treasury by the licensed operators. The public also may receive some undeterminable amounts from a proposed surcharge payable only by the operators appointed by the Indian Tribes with Casinos. Since it is unknown which Indian Tribes will appoint operators, the amount of license fees paid to the State Treasury cannot be ascertained correctly.

Neither the State of California nor any local governmental entity may impose a tax on Indian Tribes or their appointed operators on revenues they derive from online sports betting.

All license fees and possible surcharges are to be paid into the Online Sports Betting Fund. The money in the Fund is to be appropriated by the legislature as follows: (a) 85% to counties and cities for homelessness and mental health programs and the cost to administer online sports betting and (b) 15% for Indian tribes that do not participate in online sports betting.

WHAT ENTITIES WILL BE PERMITTED TO OPERATE SPORTS WAGERING?

Tribal Gaming Initiative

The only entities that can offer sports wagering in California are Indian Tribes and Approved Racetrack Operators. The privilege is not extended to licensed gambling establishments or Professional sports teams. Proposed Sections 19(f) and 19(h) to Article IV of the California Constitution.

In addition, this Initiative will permit Indian Tribes to offer gambling games not permitted currently. Indians Tribes will be permitted to conduct and operate "**roulette and games played with dice**." Proposed Section 19(f) to Article IV of the California Constitution. The existing Section 19(f) of Article IV does not permit Indian Tribes to conduct and operate roulette or craps, but some Tribal Casinos offer such games anyway.

The Tribal Gaming Initiative is a plan by Indian Tribes with Las Vegas Casinos to **own** gambling in the State of California – not just sports wagering. The plan consists of two foundational elements embedded in the Initiative that grant a monopoly to Indian Tribes over all gambling in the State of California without any obligation to pay taxes on their gambling revenues.

The first element is the power to conduct three types of gambling that are currently prohibited in California. The initiative would permit Indian Tribes with Las Vegas Casinos to conduct "roulette, games played with dice and sports-wagering." Section 19(f).

The second element is the exemption from taxation on all revenues derived from these three new types of gambling. The exemption is a continuation of the existing language of Section 19(f) of Article IV of the California Constitution that is devoid of any obligation to pay taxes from gambling revenues to the State of California or any other governmental entity.

Such powers far exceed what Indian Tribes with Las Vegas Casinos need to survive – a goal that was accomplished by the passage of Proposition 1A on March7, 2000.

In contrast, Cities may only license and regulate licensed gambling establishments to play non-banked card games, which means that cardrooms, unlike Indian Tribes, cannot be the dealer or a player in any card game. Cities derive tax revenues from licensed gambling establishments to fund public services such senior and youth services and events, as well as traditional police and fire services. Cities derive these revenues by imposing taxes ranging from 10% to 15% of a licensed gambling establishment's gross revenue.

The Tribal Gaming Initiative gives Indian Tribes powers sufficient to drive licensed gambling establishments out of business. They cannot compete with Indian Casinos that offer sports wagering, slot machines, craps, roulette, banked card games such as Blackjack and lotteries.

When licensed gambling establishments go out of business, cities will not be able to replace lost gaming revenues, and city services to residents will be cancelled or reduced drastically.

DFS Gaming Initiative

Indian Tribes that currently operate Nevada-style casinos in California are the only entities that will be permitted to operate online sports betting over the internet and on mobile devices to persons in California.

In addition, any such Indian Tribe may appoint a gaming entity to conduct online sports betting on behalf of the Indian Tribe.

Furthermore, the right to conduct online sports betting is made a constitutional right and granted to such Indian Tribes exclusively. Proposed Section 19.5 to Article IV of the California Constitution.

The privilege to conduct online sports betting is not extended to other licensed gaming entities such as licensed gambling establishments or Racing Tracks or to any Professional sports leagues or teams. The DFS Gaming Initiative also grants confidentiality to Indian Tribes and their appointed operators, and it requires the State of California to finance the implementation of online sports betting.

- All license applications of Indian Tribes and their appointed operators including all attached documents, reports and data containing financial information or personal information will be exempt from disclosure to the public under the Public Records Act.

- In order to implement sports betting under this Initiative, the State will be required to loan $30 Million to fund the commencement and regulation of online sporting betting, but no Indian Tribe or appointed operator will be required to repay any part of the loan. Instead, it will be repaid from license fees paid by the operators.

WILL INDIAN TRIBES OR THE STATE REGULATE SPORTS WAGERING?

Tribal Gaming Initiative

The Tribal Gaming Initiative grants to Indian Tribes the right to conduct "sports wagering" at Tribal Casinos and on Indian Lands without the need to obtain any license from the State of California or to comply with any state regulation on sports wagering. Proposed Section 19(f) to Article IV of the California Constitution.

This Initiative provides for amendments to existing tribal-state compacts to add sports wagering. Proposed Section 12012.101 to the Government Code.

The Tribal Gaming Initiative does not prohibit persons under 21 years of age from engaging in sports wagering at Indian Casinos or on Indian Lands. Persons under 21 years are prohibited from sports wagering at Racing Tracks. Proposed Section 19674 to the Business & Professions Code.

This Initiative authorizes the State Legislature to enact statutes that establish the events on which "sports wagering" is permitted and statutes that provide consumer protections and anti-corruption measures. Presumably, such statutes would be applicable to sports wagering at Tribal Casinos and on Indian Lands. Proposed Section 19(i) to Article IV of the California Constitution.

DFS Gaming Initiative

Under the DFS Gaming Initiative, online sports betting will be largely unregulated by the State of California. Indian Tribes or their operators are required to apply for and obtain a license from the state which entities them to operate an online sports betting platform and to act as a sports betting supplier. Licenses are valid for five (5) years.

This Initiative grants virtual control over all online sports betting to the operators, whether the operators are Indian Tribes or their appointed gaming entities. The following elements of control are explicitly granted to the operators:

1. The adoption of rules for game play governing online sports betting transactions with its customers that include elements 2 - 6 below.
2. The method for calculating and paying winning bets.
3. The effect on bets, if any, of sports event schedule changes.
4. The method of notifying consumers of odds changes.
5. The method of funding an online sports betting account.
6. The circumstances under which an operator may void a bet and notifying the consumer thereof.
7. The determination and display of applicable lines, point spreads, odds, or other information pertaining to online sports betting; and the Department of Justice is explicitly prohibited from specifying such elements of sports betting and from requiring operators to disclose such information to the public.
8. Operators cannot be required to obtain prior Department of Justice review or approval of any advertisement or promotion; but operators are required to avoid targeting minors, persons ineligible to place bets or who have self-excluded.
9. Operators cannot be limited on the type or amount of free bets or promotional credits they may offer or issue.
10. Operators have the right to pool liquidity from other states in which they are licensed to conduct sports betting.
11. Operators have the right to maintain information about all bets placed including the identity of the bettor, the dollar amount and type of bet, the location from which the bet was placed and the outcome of each bet. However, the operators are required to provide such information to the Department of Justice upon request.

Proposed Sections 19755, 19756 and 19760 of the Business & Professions Code.

The DFS Gaming Initiative contains provisions that would allow it to coexist with the Tribal Gaming Initiative in the event both initiatives receive voter approval at the November 2022 election regardless of which initiatives receives the most votes.

In addition, this initiative prevents the legislature from amending any statutory provision of this initiative except upon a five-sixth vote of both houses of the legislature but may amend the percentage allocation of moneys in section 19750 of the Business & Professions Code upon a two-thirds vote of both houses of the legislature.

ARE TAXES PAYABLE BY OPERATORS OF SPORTS WAGERING?

Tribal Gaming Initiative

No. Indian Tribes will pay no taxes.

Indian Tribes are not now required to pay taxes to the State of California on their Casino gaming revenues.

Although the Tribal Gaming Initiative authorizes Indian Tribes to conduct the games of "**roulette, games played with dice and sports wagering**," it imposes no obligation on Indian Tribes to pay taxes on revenues they derive from such new games and from sports wagering. Proposed Section 19(f) to Article IV of the California Constitution.

While the Tribal Gaming Initiative places no tax on Indian Tribes, it will impose a "sports wagering tax" of 10% on net revenue of the four (4) racing tracks authorized to conduct sports wagering. Such tax revenues shall be paid to the State Treasury and expended as follows: (i) 15% for problem gambling prevention and mental health, (ii) 15% to the Bureau of Gambling Control for the cost of enforcement and implementation of sports wagering and (iii) 70% to the general fund. Proposed Sections 19671, 19672 and 19673 to the Business & Professions Code.

DFS Gaming Initiative

No. Indian Tribes will not pay any taxes.

Indian Tribes are not required to pay taxes to the State of California on their Casino gaming revenues.

Similarly, the DFS Gaming Initiative will not require Indian Tribes or their designated operators to pay taxes to the State of California or to any local governmental entity on revenues they derive from online sports betting. In fact, all revenues the Indian Tribes, or their designated operators, derive from online sports betting are explicitly exempt from all forms of State and local taxation. Proposed Section 19.5(d) to Article IV of the California Constitution.

Instead, the DFS Gaming Initiative requires operators to pay license fees in order to obtain a license to operate an online sports betting platform. In addition, this Initiative will impose a "surcharge" on each online sports betting operator payable to the State Treasury; but Indian Tribes will not be required to pay any surcharge amount. Due to the Initiative's exclusions, any

revenue to the State Treasury from the proposed surcharge is largely illusory. Proposed Section 19775(a) to the Business & Professions Code.

The DFS Gaming Initiative states that the amount of the surcharge will be equal to 10% of each operator's adjusted gross online betting receipts. **In computing its adjusted gross online betting receipts, operators are permitted to deduct the amount of all winnings and prizes paid out. The Initiative contemplates that an operator's adjusted gross online betting receipts will be a negative amount, in which case the operator would pay no surcharge amount to the State Treasury.** Proposed Sections 19775 and 19794(a) to the Business & Professions Code.

In addition, the Indian Tribes appointed operators are entitled to deduct the entire amount of their initial license fee of one hundred million dollars ($100,000,000) from any surcharge amount they would be obligated to pay to the State Treasury. Such operators may take the deduction in five annual increments of twenty million dollars ($20,000,000), or in subsequent years if the operators renew their licenses. In addition, such operators are entitled to deduct the entire amount of their renewal license fees of ten million dollars ($10,000,000) from any surcharge amount they would be obligated to pay to the State Treasury. Proposed Section 19775(d) to the Business & Professions Code.

Furthermore, the DFS Gaming Initiative fails to empower the California Department of Justice or any other state regulatory agency to review and correct the amount of an operator's adjusted gross online betting receipts or the surcharge amount an operator may pay to the State Treasury. Thus, operators are granted complete discretion to calculate the amount of their gaming revenues and the amount of any surcharge they are obligated to pay the State Treasury. The Department of Justice is only authorized to request an operator to hire a private firm to perform an audit, which may have the effect of determining conclusively that the operator accurately calculated and paid the surcharge amount. The Department is not granted authority to override the audit findings; and it is unclear whether the Department has the authority to challenge them. The Department has the authority to adopt regulations to carry out the provisions of the Initiative, but it is not granted explicit authority to adopt regulations pertaining to the surcharge. Proposed Section 19775(f) and 19778 to the Business & Professions Code.

WILL CITIES BENEFIT?

Tribal Gaming Initiative

No.

The Tribal Gaming Initiative does not provide cities the opportunity to receive new tax revenues from licensed gambling establishments.

Furthermore, the Tribal Gaming Initiative grants new powers to Indian Tribes sufficient to drive licensed gambling establishments out of business. Licensed gambling establishments cannot compete with Indian Casinos that offer sports wagering, slot machines, craps, roulette, non-banked card games such as Blackjack and lotteries.

Finally, the Tribal Gaming Initiative authorizes any person or entity to act as a private attorney general by bringing lawsuits against licensed gambling establishments for any alleged violation of a penal code section that defines the card games permitted to be played and the card games prohibited from being played despite the fact that licensed gambling establishments play card games expressly approved for play under the penal code by the Bureau of Gambling Control in the Office of the Attorney General. Any person or entity bringing such a lawsuit may seek civil penalties of $10,000 per violation and injunctions to close licensed gambling establishments. These provisions shall be called the “private attorney general act” or “PAGA”.

Therefore, the Tribal Gaming Initiative contains the ability to devastate licensed gambling establishments by igniting an avalanche of frivolous lawsuits against them. It is expected that a multiplicity of such lawsuits will burry most, if not all, licensed gambling establishments and thereby end tax revenues that gaming cities have relied on to provide municipal services to their residents.

The Tribal Gaming Initiative does not contain a similar authorization to bring lawsuits against tribal casinos for any alleged violations of the California Constitution that authorizes and limits tribal gaming.

In the event that this Tribal Gaming Initiative and the DFS Gaming Initiative both receive voter approval, the provisions of private attorney general act (PAGA) will remain in effect – even if the DFS Gaming Initiative receives more votes.

DFS Gaming Initiative

No.

This Initiative does not grant authority to cities or licensed gambling establishments to conduct online sports betting. Thus, the DFS Gaming Initiative does not provide cities the opportunity to receive new tax revenues from online sports betting.

WILL THE PUBLIC BE PROTECTED?

Tribal Gaming Initiative

No.

The Tribal Gaming Initiative does not prohibit persons under 21 years of age from engaging in sports wagering at Indian Casinos or on Indian Lands. Persons under 21 years are prohibited from sports wagering at Racing Tracks. Only the following events are excluded from sports wagering at Tribal Casinos, Indian Lands and Racing Tracks:

High school sport or athletic event.
A sport or athletic event in which any California college team participates.
Any sport or athletic event or horse race that has been completed; and
Horse races and horse race meetings authorized by Subsection 19(b).

Subsection 19(i) to Article IV of the California Constitution.

DFS Gaming Initiative

Minimal.

While persons under age 21 are prohibited from participating in online sports betting, violations by operators may be subjected to fines, probation or license revocation, but such violations are not deemed criminal. Proposed Section 19752 & 19781 of the Business & Professions Code.

Operators also are required to permit individuals to remove themselves from online sports betting. Proposed Section 19754 of the Business & Professions Code.

However, the public is granted no right to obtain information about the identity or finances of the persons who operate online sports betting in California.

The DFS Gaming Initiative contains provisions that would allow it to coexist with the Tribal Gaming Initiative in the event both initiatives receive voter approval at the November 2022 election regardless of which initiatives receives the most votes.

LOCAL GOVERNMENT AUTHORITY ON BALLOT MEASURES

Local governmental entities may expend public resources to provide factual information and analysis about the purpose, provisions, or estimated impact of bond issues or ballot measures in some circumstances. Stanson v. Mott (1976) 17 C.3d. 206; Keller v. State Bar (1989) 47 C.3d 1152; Vargas v. City of Salinas (2009) 46 Cal 4th 1.

> *"in Stanson we explicitly recognized that a governmental agency "pursues a proper informational role when it ... authorizes an agency employee to present the department's view of a ballot proposal at a meeting of [a private or public] organization" (Stanson, supra, 17 Cal.3d at p. 221, 130 Cal.Rptr. 697, 551 P.2d 1), thus making it clear that it is permissible for a public entity to evaluate the merits of a proposed ballot measure and to make its views known to the public. Accordingly, we agree with those Court of Appeal decisions rendered after Stanson that explicitly have held that Stanson does not preclude a governmental entity from publicly expressing an opinion with regard to the merits of a proposed ballot measure, so long as it does not expend public funds to mount a campaign on the measure." Vargas v. City of Salinas (2009) 46 Cal 4th 1, 36.*

Further, the Supreme Court's statement, in Stanson, that a government "may not 'take sides' in election contests" means that a public entity's use of the public treasury to mount an election campaign is the potentially suspect conduct rather than precluding a public entity's analytically evaluating a proposed ballot measure and publicly expressing an opinion on its merits. Vargas v. City of Salinas (2009) 46 Cal 4th 1, 36.

CONCLUSIONS AND RECOMMENDATIONS

This comparative analysis of the competing gaming initiatives described herein as the Tribal Gaming Initiative and DFS Gaming Initiative demonstrate a profound disparity in the existence of benefits to the public versus the private benefits to gambling enterprises from these initiatives.

The Tribal Gaming Initiative benefits Indian Tribes over all other entities engaged in gaming like licensed gambling establishments and all other entities seeking to offer sports wagering like professional sport teams from major league baseball, basketball and football, etc.

Moreover, the Tribal Gaming Initiative exempts all Indian Tribal gaming revenues from state or location taxation including revenues from sports wagering.

The DFS Gaming Initiative benefits Indian Tribes with Casinos by granting them a constitutional right to conduct online sports betting exclusively over all other entities engaged in gaming like licensed gambling establishments, racing tracks and all other entities that may seek to offer online sports betting like professional sports teams from major league baseball, basketball, and football, etc.

In addition, the DFS Gaming Initiative exempts all Indian Tribes with Casinos from State or location taxation on all revenues from online sports betting. Instead, the state would receive the license fees paid by operators and there is a possibility of further revenue from a proposed 10% surcharge on operators appointed by the Tribes with Casinos. However, operators are permitted

to deduct the amount of all promotions, winnings and prizes paid out and licensing fee from any surcharge amount they would be obligated to pay to the State Treasury. The Initiative contemplates that an operator's adjusted gross online betting receipts will be a negative amount, in which case the operator would pay no surcharge amount to the State Treasury. Resulting in no revenue for counties and cities for homelessness and mental health programs as advertised.

Given the diverse outcomes of these initiatives on Californians as whole and on California cities, the California Cities Gaming Authority recommend cities take a public NO position on both these sports wagering initiatives.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL ITEMS - PUBLIC WORKS
Meeting Date: September 13, 2022

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

AGENDA TITLE: Award Sidewalk Trip Hazard Removal Contract for the Pedestrian Safety Project FY 2022-2032, JN 513, to Southern California Precision Concrete Inc. in the Amount of $150,000 and Declare California Environmental Quality Act (CEQA) Exemption.

COUNCIL ACTION REQUIRED:

Staff Recommendation:

- **Award Sidewalk Trip Hazard Removal Contract**
- **Declare CEQA Exemption**

RECOMMENDATION AND STAFF SUMMARY:

There are approximately 113 center miles of roads and 226 miles of sidewalk in the City which is one of our most valuable assets. It is the City's priority to keep this infrastructure in excellent and safe condition for the residents to enjoy. The purpose of this program is to be proactive in preventative sidewalk maintenance and develop a program to minimize trip hazards and falls and meet ADA compliance. The program will also reduce the need for removal and replacement of sidewalk which is significantly more costly.

Southern California Precision Concrete Inc. provides trip hazard repair for uneven sidewalks. Their surveying data for sidewalks is compatible with our Nobel GIS system. We will be able to use Nobel to locate all areas that have been grinded and areas for potential removal and replacement by rating the sidewalks 1 to 5 with 5 being top priority. If needed, we will schedule for removal and replacement of sidewalks that can possibly be added to future CIP projects and plan accordingly.

Southern California Precision Concrete Inc. recently did a demonstration for City Staff. Their concrete shaving technique for lifts under 2 (two) inches are ADA compliant, clean, and cost-effective. According to the demonstration, they can shave approximately 150 sidewalk locations each day with an average of 15 minutes per location depending on the severity of the sidewalk. With this new and innovative way to fix more trip hazards in a timely and costly manner, we will have a comprehensive program to address trip hazards.

The City of Carson recently requested proposals (Appendix A) in March 2022. In accordance with Gardena Ordinance No. 1780 and Gardena Purchasing Policy APP-2018-003, Section (B), the City of Gardena would like to have a cooperative and piggyback contract from the City

of Carson's contract (Appendix B) that was administered in July 2022. The City of Carson's bid cost for Southern California Precision Concrete Inc. (Appendix C) is $34.95/inch foot; the City of Gardena will piggyback this rate not to exceed $150,000. We are proposing to divide the City's Annual Pedestrian Safety CIP Project to help fund the sidewalk trip hazard removal program.

Staff respectfully recommends that City Council award the sidewalk trip hazard removal contract for the Pedestrian Safety Project FY 2022-2023, JN 513, to Southern California Precision Concrete Inc. (Appendix E) in the amount of $150,000 as a new city maintenance program and declare this project to be categorically exempt under the CEQA Article 19, Section 15301, Class 1 (c), as rehabilitation of existing facilities (Appendix D).

FINANCIAL IMPACT/COST:

Budget Amount: $150,000 Measure R for one-year contract

ATTACHMENTS:

Appendix A- City of Carson RFP
Appendix B- City of Carson Contract
Appendix C- Southern California Precision Concrete Bid
Appendix D- CEQA NOE.pdf
Appendix E- City of Gardena Contract

APPROVED:



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Clint Osorio, City Manager

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
SOUTHERN CALIFORNIA PRECISION CONCRETE INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this 5th day of July, 2022, by and between the City of Carson, a California charter city ("**City**") and Southern California Precision Concrete Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference. The Scope of Services shall include Contractor's Bid/Proposal submitted in response to RFP No. 22-007, entitled On-Call Services for Concrete Remediation ("**Project**").. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, Request for Proposals, the Invitation for Bids, Instructions to Bidders, Bid or Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements,

EXHIBIT NO. 1

any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

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

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a

periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) Daily Report: If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work

may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Seven Hundred Thousand Dollars ($700,000)** ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures,

the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance; Term.

Contractor shall begin work for each Task upon receiving an approved Task Proposal (as defined in Exhibit A) from the City, and the work shall be completed in accordance with the schedule contained in the Task Proposal (i.e., by the Task Completion Date, as defined in Exhibit A), and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following the Effective Date or upon City's acceptance of the Project, whichever occurs first.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has

been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Ronald Durna	President
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Veronica Rodriguez, Right of Way Superintendent or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the

progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in

an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must

include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against

City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change

results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "D" and Exhibit "E" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond

until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use,

reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is

not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to

respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating

to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials 

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONTRACTOR:

SOUTHERN CALIFORNIA PRECISION CONCRETE INC., a California corporation

*By: _____
Name: Ronald Durna
Title: President

*By: _____
Name: Neshtinska Durna
Title: Secretary

Address: 2581 Highgate Ct.
Chino Hills, CA 91709

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONTRACTOR:

SOUTHERN CALIFORNIA PRECISION CONCRETE INC., a California corporation

*By: _____
Name: Ronald Durna
Title: President

*By: _____
Name: Neshtinscka Durna
Title: Secretary

Address: 2581 Highgate Ct.
Chino Hills, CA 91709

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

I. The Services include all services described in the Bid Documents (including Contractor's Proposal, except as otherwise provided herein) and this Section I. The Services shall be performed exclusively on an On-Call basis as set forth in Section II of this Exhibit.

A. Scope of Work

The Services include the remediation of concrete sidewalk trip hazards from 1/2" and up to 2" in pre- designated work areas within the City. Remediation services must remove trip hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving zero point of differential between concrete slabs. Any panels inspected and deemed not to be at a zero point of differential by City shall be repaired to the required specifications at no additional cost to City.

Remediation services shall not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or any other objects adjacent to sidewalks. Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

B. Equipment / Process Required

Contractor must use a horizontal saw cutting technique that guarantees a planar surface after cutting. Contractor must guarantee specified repair slope (1:8 or 1:12 based upon requirements outlined by the City) is achieved. If defined slope is not achieved, Contractor must repair to specification at no additional charge within 24 hours of discovery.

No water-cooling is allowed which creates slurry and contaminates storm drains and causes excessive environmental impact. Contractor must use a dust abatement system that limits the dust emitted from the cutting.

Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.

Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard repairs shall not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

Sidewalk repair equipment and all other items incidental to the Services shall not be left or stored on the sidewalk or on private property while not in use.

A dust abatement system must be used to limit the dust being emitted.

Contractor shall provide clean-up services for all remediation services performed, at no additional cost to City. Clean-up services shall consist of full clean-up of all debris after each concrete shaving is performed. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.

C. Data Collection

Contractor shall utilize a data collection device that records the details of all services performed, and transmit the data electronically. The recording device must be able to record sizes of trip hazards, GPS coordinates, hazard locations plotted to a map, address, and also provide this data electronically in order to integrate into a GIS system. Contractor shall submit detailed invoices setting forth the services performed in accordance with the formula for saw cutting calculations. All invoices must show the cut depth, size, length, width and address location.

The City will randomly inspect repairs to ensure the repair specifications are being met. If less than 95% of the inspected repairs meet the repair specifications, further inspection will be completed to determine the actual quantity of failed repairs. The Contractor, at no cost to the City, is responsible to fix any failed repairs. The City will not be obligated to pay for services that do not meet the repair specifications set out in the Bid Documents.

II. Contractor must perform all Services on an On-Call basis in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Project Manager with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Contractor must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. The Project Manager shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Contractor shall complete the task and deliver all deliverables to the Project Manager by the Task Completion Date. To the extent practicable and unless as otherwise specified in the Task Proposal approved by the Project Manager, each Task shall be completed within one working day of issuance of the Notice to Proceed.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

	Task	TIME	RATE
A.	Sidewalk Trip Hazard Repair (Exh. A, §I)	Per Task Proposal	$32.95 per "inch foot"

II. Billing Units: Services pursuant to Section I of this Exhibit are billed in "inch feet." An "inch foot" is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut.

Example 1: A sidewalk off-set on a 4-foot wide sidewalk that consists of a .5" rise on one side and tapers down to a zero rise on the other is calculated as follows:

((0.5" + 0.0")/2) x 4' = 1-inch foot

Example 2: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 6" rise on one side and tapers down to a 0.5" rise on the other is calculated as follows:

((6" + 0.5")/2) x 4' = 13-inch feet

III. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.12.

IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed $700,000 as provided in Section 2.1 of this Agreement.

EXHIBIT D

PERFORMANCE BOND

We, Southern California Precision Concrete Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Seven Hundred Thousand Dollars ($700,000)** ("**Contract Sum**"). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation

_____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

( ) _____
[name of surety company]

_____
Name

_____
Street Number

_____
City and State

_____
Telephone Number

_____
Street Number

_____
City and State

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

PAYMENT BOND

We, Southern California Precision Concrete Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Seven Hundred Thousand Dollars ($700,000)** ("**Contract Sum**"). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

[intact INSURANCE]

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Susan Chournos, Karen Egbert, Vonja Andrus, Jason S. Gardner, Ryan J. Gardner, Kathy L. Jewell, Karianna Kondel, Steven D. Shemwell, Jesica Bodily**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of July, 2022.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

EXHIBIT D

PERFORMANCE BOND

We, Southern California Precision Concrete Inc., a California corporation, as Principal, and Atlantic Specialty Insurance Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Seven Hundred Thousand Dollars ($700,000)** ("**Contract Sum**"). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

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Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this 19th day of July, 2022.

Seal of Corporation

By: _____
Authorized Representative of Principal

Title: President

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

(X) Atlantic Specialty Insurance Company
[name of surety]

Infiniteam Insurance
Name

605 Highway 169 North, Suite800
Street Number

39 W 9000 S
Street Number

Plymouth, Minnesota 55441
City and State

Sandy, UT 84070
City and State

781-332-7708
Telephone Number

801-619-6288
Telephone Number

By: Susan Chournos
Attorney in Fact - Susan Chournos

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

PAYMENT BOND

We, Southern California Precision Concrete Inc., a California corporation, as Principal, and Atlantic Specialty Insuarnce Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Seven Hundred Thousand Dollars ($700,000)** ("**Contract Sum**"). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

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Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this 19th day of July, 2022

Seal of Corporation

By: Ronald Dunn
Authorized Representative of Principal

Title: President

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

Infiniteam Insurance
Name
39 W 9000 S
Street Number
Sandy, UT 84070
City and State
801-619-6288
Telephone Number

(X) Atlantic Specialty Insurance Company
[name of surety company]

605 Highway 169 North, Suite 800
Street Number
Plymouth, Minnesota 55441
City and State
781-332-7708
Telephone Number

By: Susan Chournos
Attorney in Fact - Susan Chournos

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

CITY OF CARSON, CALIFORNIA

701 East Carson Street, Carson CA 90745

REQUEST FOR PROPOSALS NUMBER: RFP 22-007

ON-CALL SERVICES FOR CONCRETE REMEDIATION

Issue Date:	**03/24/22**
Written Questions Due:	**03/30/22 | 10:00 AM**
City Written Responses Due:	**04/04/22 | 05:00 PM**
Bid Due Date:	**04/11/22 | 04:00 PM**

ELECTRONIC PROPOSALS MUST BE SUBMITTED

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Carson to reject any proposal that is received late.

(1) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT: https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

REQUEST FOR PROPOSAL RFP NO. 22-007

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ADDITIONAL DOCUMENTS AVAILABLE ON PLANETBIDS AS DOWNLOADS

1. Affidavit of Non Federal Lobbyist Requirements
2. Certificate of Compliance with Labor Code Section 3700
3. Debarment and Suspension Certification
4. Affidavit of Non-collusion and Non-discrimination
5. Client Reference List

A. SUMMARY

The City of Carson requests proposals for the remediation of the City's concrete assets which include 10 million square feet of sidewalks, curb and gutter, ramps and driveway approaches.

Successful contractors shall provide the City with materials, experienced staff and demonstratethe ability to provide services for concrete repair and maintenance. The full scope of work and location are listed in the Project Scope and Specifications.

The City intends to award a 1-year contract.

The City of Carson reserves the right to make changes in the Request for Proposal as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by written addendum, which shall be issued to all prospective proposers who have been issued or obtained a copy of the Request for Proposal. No oral changes will be permitted. Addendum issued during the proposal process will become a part of the original proposal. All request for proposals must be submitted by the date and time established for the opening of request for proposals. Requests for proposals submitted after the date and time established for the opening of request for proposals will be returned unopened to the sender. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

A proposal may be withdrawn prior to the opening of proposals without prejudice upon written request to the Purchasing Office. No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a purchase contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property ofthe City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are defined by the contractor as business or trade secrets, and marked "Trade Secret," "Confidential," or "Proprietary," or if disclosure is required under the Public Record Act. Any changes to the RFP requirements will be made by addendum.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (Planet Bids at 818-992-1771) to resolve any technical

issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through Planet Bids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through Planet Bids. Any City response for this RFP that is not posted through Planet Bids is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

B. MANDATORY PRE-PROPOSAL MEETING

Pre-proposal meeting or job walk mandatory:	**NO**
Pre-proposal meeting or job walk time:	**N/A**
Pre-proposal meeting or job walk location:	**N/A**

Pre-proposal meetings are held for the purpose of answering proposer questions. If a pre-proposal meeting is mandatory, then the City will not accept proposals from those who arrivelate or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available. Proposers are to meet at the location as listed, if applicable.

C. PROPOSAL SUBMITTAL

The proposals must be submitted electronic format only.

Proposals must also submit electronically on Planet Bids no later than **04/11/22 | 04:00 PM.** Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of Planet Bids must be directed to Planet Bids.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer's name and the City's Request for Proposal No. 22-007.**

Required Proposal Sections and Documents		
1	**Company Certification and Personnel Verification** Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement	Required
2	**Subcontractor List** (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor	Required if Applicable
3	**Cost Proposal** Include all pricing information relative to the engagement on the **Project Scope and Specifications Cost Table**	Required
4	**Client Reference List** Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 3 years in (download from PlanetBids)	Required
5	**Modification, Changes or Exceptions to the City Public Works Agreement Template** Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing in **Public Works Agreement**	Required if Applicable
6	**Affidavit of Non-Collusion and Non-Discrimination** (download from PlanetBids)	Required
7	**Federal Lobbyist Requirements** (download from PlanetBids)	Required
8	**Debarment and Suspension Certificate** (download from PlanetBids)	Required
9	**Certificate of Compliance with Labor Code Section 3700** (download from PlanetBids)	Required if Applicable

D. QUESTIONS AND ADDENDUMS

All project scope questions must be posted to Planet Bids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to Planet Bids 5 days prior to the bid deadline for all interested proposers to review.

The City's Planet Bids portal:
https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to Planet Bids no later than 5 days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	Planet Bids	Post directly to Planet Bids
2	Use of Planet Bids	Planet Bids	(818) 992-1771
3	City's Purchasing Process	Shelly Root Acting Purchasing Manager	sroot@carsonca.gov (310) 830-7600 ext.1231

Proposers shall not contact other City employees or elected officials during the proposal process.

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

Minimum Qualifications:

1. Have at least 5 years of experience in conducting the specific type of services required herein and 3 years of experience performing for government entitles.
2. Have the necessary resources, knowledge, skills, experience and the like to provide the required services
3. Have financial stability and the necessary financial resources to provide the required services

F. PROCUREMENT LOCATION AND SCHEDULE

Job location: **Citywide**

Job Work Schedule: **To be determined upon contract award**

Anticipated Procurement Schedule		
1	Award of Contract	**04/2022**
2	Contract Execution & Notice to Proceed	**04/2022**
3	Begin Engagement	**04/2022**
4	Complete Engagement	**04/2023**

G. OTHER REQUIREMENTS

The City's form contract is required (see Public Works Agreement). Specific requirements are outlined in the form contract.

Prevailing Wage Required: **YES**
Performance Bond Required: **100%**
Payment Bond Required: **100%**

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's ContractingOfficer in advance of work performed.

H. COST PROPOSAL

Contractors must provide everything necessary at their own expense including, but not limited to labor, materials, and equipment required to perform and complete the required work.

The lump sum proposal price must include all necessary labor, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees must beobtained at the awarded Contractor's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total proposal price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until a contract recommendation is made to City Council.

Proposal documents that are submitted on time and meet the minimum requirements outlined above will be reviewed by City staff, which will make a recommendation to the City Council to either reject all proposals or award a contract. Evaluation criteria will include qualifications, experience, price and past performance; and will be based on guidelines in the City's Municipal Code (CMC §2611(b) (c).

The City may hold interviews with respondents prior to a final section of the project contractor. Such interviews may be conducted in person or by electronic means. The City reserves the right

to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal. No contract exists until the City Council has made the award, and the contract has been fully executed.

The City of Carson reserves the right to reject the proposals, request additional information or take any other action considered to be in the best interest of the City of Carson.

Specific Evaluation Criteria For Award of Contract Will Be As Follows:

The minimum qualifications and award consideration based upon the following criteria:

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only Proposers that are deemed in the competitive range will be considered for presentation, interview, and Best and Final Offer if so required by City.
4. Only the best-qualified Proposer will be considered for final negotiations of fee/price, scope of services, contract, and award recommendation.
5 The selection of Proposer will be based upon the following criteria:
    a. Ability to perform the specific tasks outlined in the RFP
    b. Qualifications of specific individuals who will work on the project
    c. Amount of time and involvement of key personnel who will be involved in respective portions of the project
    d. Reasonableness of the fees requested to do the work
    e. Demonstrated record of success on work previously performed
    f. Specific method and techniques to be employed on the project
    g. Any other criteria prescribed in this RFP for the required services including any presentations, interviews, and changes in Scope of Services requirements, if so required by City

PROJECT SCOPE AND SPECIFICATIONS
Services for Concrete Remediation

Services include the remediation of concrete sidewalk trip hazards from 1/2" and up to 2" in pre- designated work areas within the City of Carson. Remediation services must remove trip hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving zero point of differential between concrete slabs. Any panels inspected and deemed not to be at a zero point of differential will be repaired to the required specifications.

Remediation service may not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or any other objects adjacent to sidewalks. The service provided must repair each sidewalktrip hazard without damage or visible markings to adjacent slab(s) or curb(s).

Equipment / Process Required

Contractor must use a horizontal saw cutting technique that guarantees a planar surface after cutting. Contractor must guarantee specified repair slope (1:8 or 1:12 based upon requirements outlined by the City) is achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.

No water-cooling is allowed which creates slurry and contaminates storm drains and causes excessive environmental impact. Contractor must use a dust abatement system that limits the dust emitted from the cutting.

Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.

Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

A dust abatement system must be used to limit the dust being emitted.

All clean-up services must be included in the quotation price and may not be charged at an additional rate. All clean- up will consist of full clean- up of all debris after each concrete shaving is performed. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.

Data Collection

A data collection device that records the details of the work and transmit the data electronically. The recording device must be able to record sizes of trip hazards, GPS coordinates, hazard locations plotted to a

map, address, and also provide this data electronically in order to integrate into a GIS system. Contractor shall submit a detailed invoice setting forth the services performed in accordance with the formula for saw cutting calculations. All invoices must show the cut depth, size, length, width and address location.

The City of Carson will randomly inspect repairs to ensure the repair specifications are being met. If less than 95% of the inspected repairs meet the repair specifications, further inspection will be completed to determine the actual quantity of failed repairs. The contractor at no cost to the City is responsible to fix any failed repairs. The City of Carson will not pay for services that do not meet the repair specifications set out in this RFP.

COST TABLE

<table>
<tr><td colspan="2">Billing Units: Services are billed in “Inch Feet”. An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example (1): A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5” rise on one side and tapers down to a zero rise on the other is calculated as follows:

((0.5” + 0.0”)/2) x 4’ = 1-inch foot

Example (2): A sidewalk off-set on a 4-foot wide sidewalk that consists of a 6” rise on one side and tapers down to a 0.5” rise on the other is calculated as follows

((6” + 0.5”)/2) x 4’ = 13-inch foot</td></tr>
<tr><td>SIDEWALK TRIP HAZARD REPAIR PER INCH FOOT</td><td>UNIT PRICE $_____PER INCH FOOT</td></tr>
<tr><td>Include hourly rates for additional work which may be authorized by the City’s Contract Officer.</td><td></td></tr>
</table>

SAMPLE ONLY
DO NOT COMPLETE
FORMAT SUBJECT TO CHANGE

PUBLIC WORKS AGREEMENT BETWEEN THE CITY OF CARSON AND

_____

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of_____, 2022 ("**Effective Date**") by and between the City of Carson, a California charter city ("**City**") and_____,_____("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled _____ ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other

documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of thisAgreement shall govern.

1.2 Incorporation of Greenbook.

The provisions 2018 Edition of the Standard Specifications for Public WorksConstruction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencingwith Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoringand enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1,Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each ofits subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

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

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issuea change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor mustnotify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensationwill be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof

to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused byCity's own negligence. Stored materials shall be reasonably accessible for inspection. Contractorshall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work tothe Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged byits defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Project Managerto the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the

time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and Project Manager prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Project Manager. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights forthat day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation of _____ Dollars ($_____ ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days ofreceipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occurwithin this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice

provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within_____(__) consecutive working days from the date on which the work was started and in accordance with any schedule contained in or required to be provided by the Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire two (2) years following the Effective Date or upon City's acceptance of the Project, whichever occurs first.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of

this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused bythe failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent ofdelay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

(Name) (Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which mayotherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be_____or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not

in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non- owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications;
(2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insuredsunder its policies or shall furnish separate certificates and certified endorsements for each

subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with awaiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages toproperty, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each ofits subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific

reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirementsof this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance requiredby giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out ofor in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required in Section 5.5 may be changed accordingly upon receipt of written notice from the City.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to thedisbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project

Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at alltimes during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request ismade and disclosure is required by law including but not limited to the California Public RecordsAct.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Anyuse, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for theCity.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in thepublic domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony atdepositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary"provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fullywith City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or meanthe right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement,

City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in theperformance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminatethis Agreement without further notice and without prejudice to any other remedy to which it maybe entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. andSection 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work,

and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in

writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputedportion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution ofdisputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra

work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition topayment of costs and fees under that chapter, pay the attorney's fees of the other party arising outof the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related tothis Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performanceof this Agreement. Contractor shall take affirmative action to insure that applicants are employedand that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of

Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of thisAgreement which are hereby declared as severable and shall be interpreted to carry out the intentof the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, orin violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor

warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny Soltani, City Attorney

CONTRACTOR:

_____

*By:_____
Name:_____
Title: _____

*By:_____
Name:_____
Title: _____

Address:_____

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On_____, 2022 before me,_____, personally appeared_____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On_____, 2022 before me,_____, personally appeared_____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ andadditions shown in ***bold and italics***.

EXHIBIT C

PERFORMANCE BOND

We,_____, as Principal, and_____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of_____**U.S. Dollars and_____Cents ($_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this_____day of_____,____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____
Name

_____
Street Number

_____
City and State

_____
Telephone Number

_____
Street Number

_____
City and State

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We,_____, as Principal, and_____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of_____**U.S. Dollars and_____Cents ($_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this_____day of_____,_____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

13089 #C235 Payton Dr, Chino Hills, CA 91709
P: (909) 539-7740 F: (909) 628-7946
www.SafeSidewalks.com

To Whom It May Concern:

This is certification that the person submitting the proposal is authorized to contract on behalf of the Precision Concrete Cutting.

Signed by: Ronald Durna
Title: President
Date: 3-31-22

Ronald Durna, President
Precision Concrete Cutting
socalpcc@safesidewalks.com
909-539-7740



Exhibit No. 2

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	SOUTHERN CALIFORNIA PRECISION CONCRETE INC
File Number:	C2917505
Registration Date:	04/26/2007
Entity Type:	DOMESTIC STOCK CORPORATION
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of March 30, 2022 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 31, 2022.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: REVVDND

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PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

ON-CALL SERVICES FOR CONCRETE REMEDIATION

RFP 22-007

Presented to: CITY OF CARSON
701 E. CARSON STREET
CARSON CA 90745

April 3rd 2022

CONTACT: VERONICA RODRIGUEZ

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INTRO LETTER

Dear Ms. Rodriguez,

From 2007, Precision Concrete Cutting (PCC) of Southern California worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single safety incident. This experience has granted us the unique opportunity to fully recognize what it is like to work in the City of Carson and interact with the community. Ron Durna will be the foreman during this time and will be the Project Manager if award the RFP. PCC can meet all the contract requirements and specifications outlined in the RFP for Sidewalk Trip Hazard Remediation.

Precision Concrete Cutting of Southern California has been operating for more than 15 years. Its Senior Management is based here in Southern California, possessing a combination of 30+ years in service, project implementation, and business management on an executive level. In its operating years, Precision Concrete Cutting has led the company to build a clientele of over 500 and completing more than 1000 projects repairing trip and fall hazards.

The management team is complemented by an elite team of professional repair and survey technicians, who work in crews to inspect and repair sidewalks. In their artisan roles, each must achieve an immense level of craftsmanship, perform consistently at a physical demanding level, all while being meticulous in calculating and recording repair specifications. In addition, each technician provides a courteous, pleasant interface with members of business and residential communities they meet in their day-to-day activities -- to deliver the results expected by clients.

If awarded the contract for RFP Sidewalk Trip Hazard Remediation, Precision Concrete Cutting will deploy personnel who are experienced in operating with cities of all magnitudes. Their experience will enable a swift yet efficient start for the service delivery of this contract.

The team members assigned and responsible for the City of Carson's projects, have many years of experience working in the area, along with other municipalities ranging from state capitals to small towns. Each technician is experienced in collaborating on projects as complex as: light rail train systems, city hazards, elevation correction per drainage issue and/ or repairing decades of work order backlogs for municipal clients. They are trained in the consideration of how to operate in sensitive business districts, pedestrian/resident inquiries, and customer communications.

Our experience and delivery of end-to-end sidewalk inspection and repair services has resulted in multi-year agreements with large municipal customers, universities, housing authorities, property management firms and private companies.

Should the City choose Precision Concrete Cutting, we promise to continue our commitment to excellence and quality. We will deploy only our most experienced and skilled technicians. As our track record has proven, we promise to provide the citizens of Carson with the quality of service that they have grown to expect.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

ABOUT PRECISION CONCRETE CUTTING



PCC is the leader in uneven sidewalk repair

- Founded in 1992, branches throughout the US
- Developed a process to overcome the limitations and poor results from other methods
- Awarded 5 patents by the US patent and trademark office
- PCC offers this services throughout the US and Canada
- Working with 100s of cities, counties, and property managers throughout California

U.S. GREEN BUILDING COUNCIL MEMBER

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

WHAT WE DO

We help cities keep their sidewalks safe, accessible, and ADA compliant while managing tight budgets.

- Sidewalk safety, accessibility, and risk management are top priorities because of recent national and state court rulings.
- The question for City Managers is how to manage sidewalk maintenance and risk within the constraints of your budgets.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

OUR SOLUTION

We offer the most cost effective solution for maintaining your sidewalks.

Provide comprehensive Sidewalk Assessment Surveys using our specialized GPS survey software to identify the problem and provide an in-depth report and recommendations.

Offer a unique Uneven Sidewalk Repair service that stretches your budget, meets your ADA requirements, and removes your risk of liability.

Offer a city wide Sidewalk Repair and Maintenance Programs tailored to your needs and budget constraints.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

COMPREHENSIVE SIDEWALK SURVEYS

City of Commerce inspection report

Map of hazard location Emil Avenue

Precision Concrete Cutting

City of Commerce
City Manager-Public Works
2555 Commerce Way
Commerce, CA 90040
PH: (323) 722-4805

Sidewalk Inspection Report Matrix
City of Commerce - Zone 247
Emil Avenue

Precision Concrete Cutting
13085 Peyton Dr #C235
Chino Hills, Ca 91709

Total Sq. Ft. 1545

	LOCATION SPECIFICS					CONDITION								RECOMMENDED REPAIR					VISUAL	LAT	LONG
No.	Street Name	Segment From	Segment To	Location/Description	Insp Date	Height 1	Height 2	Lineal Feet	Spall	Joint	Crack	Tree	Trash Pile	Replace	Grind	Panel Width	Length (L/R)	SQ FT	Image		
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	12	48	Hazard 1	33.9736838	-118.14048
2	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	5							X	4	5	20	Hazard 2	33.9737816	-118.14048
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 3	33.975812	-118.14047
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 4	33.9750265	-118.14042
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 5	33.9739799	-118.1404
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 6	33.973998	-118.14039
7	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 7	33.9740372	-118.14037
8	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 8	33.9740372	-118.14039
9	Emil Avenue	Watcher	Gage	AF 6335 Emil Ave.	2016-08-23	0	0	0						X		4	40	160	Hazard 9	33.9742546	-118.14055
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 10	33.9744272	-118.14018
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	4							X	4	5	20	Hazard 11	33.9744415	-118.1402
12	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	1.38	0.25	4							X	4	5	20	Hazard 12	33.9745331	-118.1401
13	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	4							X	4	5	20	Hazard 13	33.9745789	-118.14008
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	9							X	9	10	90	Hazard 14	33.975071	-118.13967
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	9							X	9	15	135	Hazard 15	33.9749565	-118.13961
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	1.5	0.38	4							X	4	5	20	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 17	33.9758987	-118.13982
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	4							X	4	5	20	Hazard 18	33.9759216	-118.13941
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	4							X	4	5	20	Hazard 19	33.9758911	-118.1396
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	5							X	4	5	20	Hazard 20	33.9758224	-118.13946
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 21	33.9757957	-118.13947
22	Emil Avenue	Watcher	Gage	6219 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 22	33.9755325	-118.13968
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2016-08-23	0	0	0						X		4	32	128	Hazard 23	33.9754181	-118.13972
24	Emil Avenue	Watcher	Gage	6281 W. Emil Ave.	2016-08-23	0.75	0.25	4							X	4	5	20	Hazard 24	33.9752693	-118.13984
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2016-08-23	0	0	0						X		4	26	104	Hazard 25	33.9749413	-118.14006
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 26	33.9746857	-118.14021
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.63	0.38	4							X	4	5	20	Hazard 27	33.9746628	-118.14021
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 28	33.9746513	-118.14023
29	Emil Avenue	Watcher	Gage	6319 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 29	33.9746056	-118.14026
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	1							X	4	5	20	Hazard 30	33.9745216	-118.14031
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.5	4							X	4	5	20	Hazard 31	33.9744377	-118.14033
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 32	33.9744148	-118.14034
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.75	4							X	4	5	20	Hazard 33	33.974411	-118.14037
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	4							X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	Gage	6335 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 35	33.9743576	-118.14043
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 36	33.9741516	-118.14055
37	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	1.38	0.5	4							X	4	5	20	Hazard 37	33.974144	-118.14056
38	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.88	0.25	4							X	4	5	20	Hazard 38	33.9741287	-118.14056
39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 39	33.9740715	-118.14059
40	Emil Avenue	Watcher	Gage	6345 W. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 40	33.9740219	-118.14063
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 41	33.9738083	-118.1407
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.38	4							X	4	5	20	Hazard 42	33.9737167	-118.14072
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 43	33.9736824	-118.1407
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 44	33.9736481	-118.14072
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0	4							X	4	5	20	Hazard 45	33.9736947	-118.14072
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0.5	4							X	4	5	20	Hazard 46	33.9735718	-118.1407
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	4							X	4	5	20	Hazard 47	33.973484	-118.1407
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	5							X	4	10	40	Hazard 48	33.973465	-118.1407
49	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	1	0.38	4							X	4	5	20	Hazard 49	33.9733846	-118.14075
	Cell Totals							195						3	46			1545			



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

LEADING UNEVEN SIDEWALK REPAIR

The benefits of our service include

- Substantial budget savings over other methods
- Guaranteed ADA and OSHA Compliance
- Reduced liability risk
- A clean, attractive finish
- Quick removal with little disruption in service
- Safe and longer lasting sidewalks
- Satisfied community members

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Difficult to comply with the ADA slope requirements
- Hard to use on larger trip hazards (over 1 inch)
- Unable to remove hazards next to objects
- Very slow process and generates lots of dust
- Has no cost advantage





PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

LEADING UNEVEN SIDEWALK REPAIR

Rather than grind down trip hazards or replace the sidewalk, we cut trip hazards with precision diamond saws.

- **Proven patented diamond saw cutting method**
  - completely removes difference in vertical elevation of greater than 1/4 inch to 2 1/2 inches between panels. Saves more sidewalk.
- **Superior results compared to unsightly grinding and asphalt patching**
  - Lower Risk through full compliance with ADA and OSHA requirements.
  - Aesthetics more correct for city residents & visitors, no ugly grinds or asphalt ramps.
- **Remove sidewalk hazards quickly, with little disruption of foot traffic**
  - up to 150 repairs per day.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PRECISION CONCRETE CUTTING REPAIRS





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PRECISION CONCRETE CUTTING REPAIRS





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PRECISION CONCRETE CUTTING REPAIRS





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PRECISION CONCRETE CUTTING REPAIRS





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PRECISION CONCRETE CUTTING
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PRECISION CONCRETE CUTTING REPAIRS





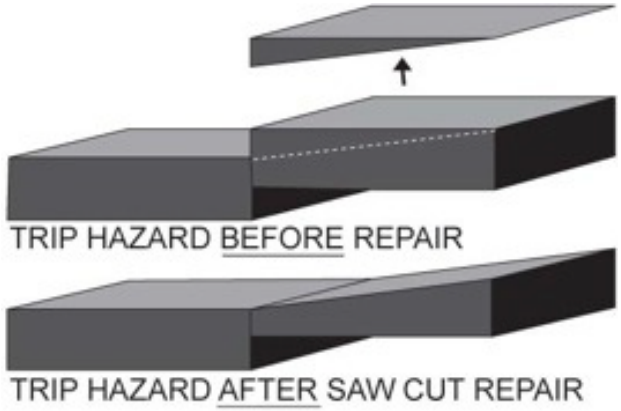
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PRECISION CONCRETE CUTTING
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PRECISION CONCRETE CUTTING DIFFERENCE

REPAIR SPECIFICATIONS

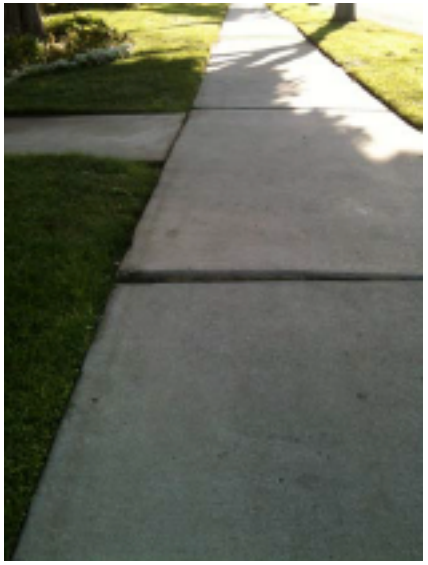
1. Hazards removed from the full length of the panel (full edge-to-edge repair).
2. Sidewalks repaired at a slope of 1:8, in compliance with ADA requirements.
3. Handicap ramps or special areas repaired at a slope of 1:12, in compliance with ADA requirements.
4. Debris from repaired areas collected and removed.
5. A dust abatement system used during all repair operations.
6. The repaired areas are smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.
7. A detailed, audit-able invoice is presented for every repair.



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CURRENT REPLACEMENT REPAIR METHOD

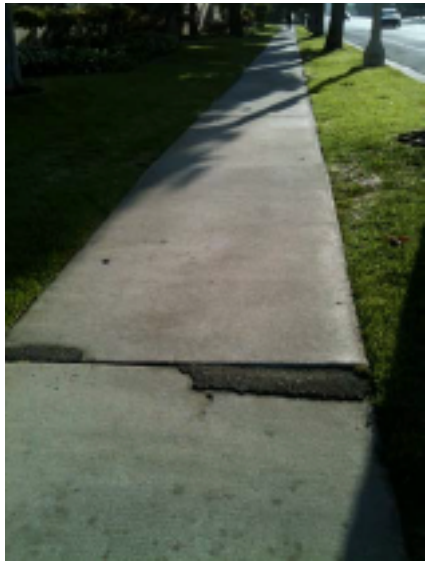
Coverage Limited by Budget Allocation



1/2 to 1 inch high

Asphalt Ramp or Grind

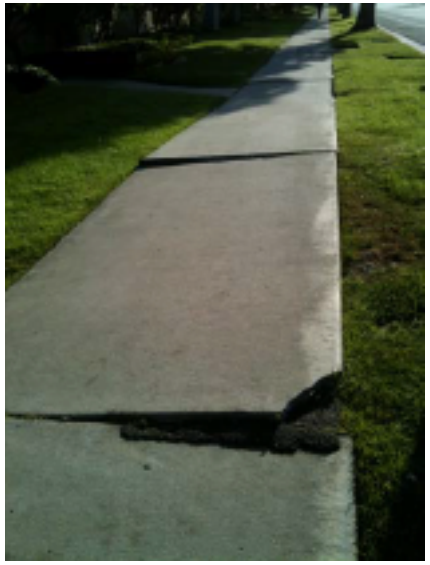
$25 - $50 per location



1 to 1 1/2 Inches High

Replace

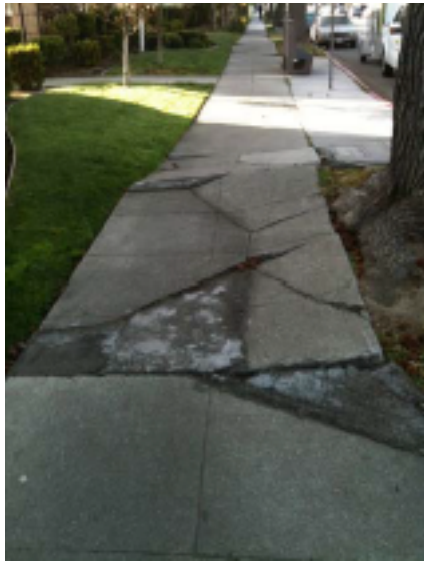
$3,000 - $5,000 per location



1 1/2 to 2 Inches High

Replace

$3,000 - $5,000 per location



Above 2 Inches High

Replace

$3,000 - $5,000 per location

$$$ BUDGET & TIME INTENSIVE - $$$ LIABILITY RISK

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

STRETCH YOUR BUDGET

Precision Saw Cutting can repair more at a fraction of the cost of replacement



1/2 to 1 inch high

Repair by Precision Saw Cutting

$25 - $50 per location



1 to 1 1/2 Inches High

Repair by Precision Saw Cutting

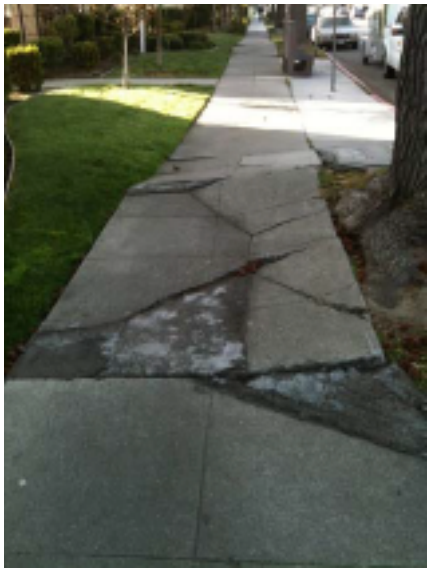
$50 - $100 per location



1 1/2 to 2 Inches High

Repair by Precision Saw Cutting

$100 - $200 per location



Above 2 Inches High

Replace Temporary Asphalt

$3,000 - $7,000 per location

REPAIR MORE SIDEWALK & REMOVE LIABILITY

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PRECISION SAW CUTTING SOLUTION

80% of problems addressed by low cost saw cutting ~ $25 - $200 per location

Precision Saw Cutting sidewalk panels for changes in elevations up to 2 1/2 inches high

- Repair 10 times as much sidewalk as removal and replacement
- Better use of city assets, save more of the sidewalk

20% addressed by higher cost replacement ~ $3000 - $5000 per location

- Replace sidewalk panels with changes in elevation between panels above 2 1/2 inches
- Saves budget for more repairs of severe problems
- Only replace when absolutely necessary

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

MAINTENANCE & RISK MANAGEMENT PROGRAM

Proposed Annual Sidewalk Maintenance Program

- **Sidewalk Survey**
  - Annual, bi-annual, quarterly inspection
  - Specify problems and recommended actions to be taken.
  - Prioritize the areas and problems to be resolved
  - Size and severity of hazards, high traffic areas
  - Identify repairs to be accomplished by saw cutting
  - Recommend areas to be demolished and replaced
- **Remove the existing trip hazards by Saw Cutting up to 2 1/2 inches in height**
  - Fixed budget “not to exceed” per month, quarter, year
  - Quickly reduces Liability Risk
  - Lowest overall cost
  - Minimizes the amount of costly replacement
  - Maximizing the useful life of the existing sidewalk
  - Maximize the amount of sidewalk restored
  - Stretching budget dollars over more miles of sidewalk
- **Remove and Replace areas not recommended for saw cutting**
  - Maximizes the repair of locations that truly needs to be replaced

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CASE STUDY: WESTWOOD VILLAGE

- **Removed 496 sidewalks trip hazards of the 615 existing trip hazards identified**
  - -completely removed difference in vertical elevation of 1/2 inch to 2 1/2 inches between panels
  - -recommended only 91 areas for removal and replacement
- **Project completed quickly, with little disruption of foot traffic**
  - - only 30 days to complete, work completed in non-peak hours
- **Substantial budget savings**
  - -Save more than $107,000 in demolition and replacement costs
  - -extended the useful life of existing sidewalks for many years
- **Superior results compared to grinding and asphalt patching**
  - -In full compliance with ADA and OSHA requirements.
  - -aesthetics more correct for Westwood Village, no ugly grinds and less asphalt ramps

- **80% of problems addressed by low cost methods - $25 -$300 per location**
- **20% addressed by high cost methods - $3000-$5000 per location**

PRECISION CONCRETE CUTTING
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OUR SURVEYS

CITYWIDE SIDEWALK ASSESSMENT

- Inspection of sidewalks within the public right-of-way, commercial/residential driveway approach.
- Scope of Work as agreed by City and Precision Concrete Cutting (PCC).
- Risk factors & distress items are collected over a period as agreed by the City and PCC.
- All data is recorded in the Sidewalk Assessment Report as agreed by the City and PCC.
- Data summarized by street segments and itemized by physical address, GPS location, the size of the " Hazard", the severity of the hazard (amount of risk) and "Condition" (type of repair).
- Recommended action provided for each location including repair method.
- Maps are created by street segment that display the itemized hazard location color coded by priority as Less Severe (yellow), Severe (orange), and Most Severe (red).
- Photographs can be taken of damaged areas as agreed by the CITY and PCC.

PRECISION CONCRETE CUTTING
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SIDEWALK ASSESSMENT SURVEYS

APPROACH

- Simple and fast
- Survey resources will include experienced surveyors/data collectors,
- Specialized data collection and GPS mapping program
- Data processing technicians
- Scope of Work customized to meet City requirements

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CITYWIDE SIDEWALK ASSESSMENT

FOCUS ON THE FOLLOWING AREAS OF SIDEWALK MAINTENANCE

SIDEWALK CONDITION

Sidewalk condition is a measurement of physical distresses such as spall surfaces, cracks, heaving, and settling. Spalling is the result of environmental exposure of inferior workmanship or materials. Cracking is a sign of premature failure that is often the result of excessive loads from heavy construction equipment, settling due to poor trench compaction or heaving caused by tree roots.

SIDEWALK TRIP HAZARDS

Trip hazards are vertical faces that present the opportunity for the unaware or impaired person to catch their toe. The trip faces that are between 1/2” and 2” are considered more dangerous than larger separations. Trips are often repaired one of two ways: trips under 2 " inches in height are cut off and feathered back at ADA standards, larger trips are totally removed and replaced with new concrete.

PRECISION CONCRETE CUTTING
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CITYWIDE SIDEWALK ASSESSMENT

Sidewalk Trip Hazards.

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We have grouped the surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small) Above 1/4” high to 1/2”

Severe (medium) 5/8” high to 1”

Most Severe (large) Above 1” high to 2 1/2”

We recommend the repair of trip hazards by saw cutting for all hazards 3/8” to 2 "” high to save cost and extend the useful life of the existing sidewalk. Larger trips (above 2 "”) and are best resolved by the removal and replacement of the entire panel. The cutting of individual trip hazards can be scheduled to incrementally address the most hazardous areas first. The “remove and rep

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

EXAMPLE: SIDEWALK ASSESSMENT MATRIX

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Precision Concrete Cutting
13388 Peyton Dr #C235
Chino Hills, Ca 91709

City of Commerce
City Manager-Public Works
2535 Commerce Way
Commerce, CA 90040
PH: (323) 722-4805

Sidewalk Inspection Report Matrix
City of Commerce - Zone 247
Emil Avenue

Total Sq. Ft. 1545

	LOCATION SPECIFICS					CONDITION							RECOMMENDED REPAIR						VISUAL	LAT	LONG
No.	Street Name	Segment From	Segment To	Location/Description	Insp Date	Height 1	Height 2	Lineal Feet	Spall	Joint	Crack	Tree	Patch Fill	Replace	Cut	Panel Width	Length (L/F)	SQ FT	Image		
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	12	48	Hazard 1	33.9736938	-118.14048
2	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	5							X	4	5	20	Hazard 2	33.9737816	-118.14048
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 3	33.9738121	-118.14047
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 4	33.9739265	-118.14042
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 5	33.9739799	-118.1404
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 6	33.973999	-118.14039
7	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 7	33.9740372	-118.14037
8	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 8	33.9740372	-118.14039
9	Emil Avenue	Watcher	Gage	AF 6335 Emil Ave.	2016-08-23	0	0	0						X		4	40	160	Hazard 9	33.9742546	-118.14026
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 10	33.9744072	-118.14018
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	4							X	4	5	20	Hazard 11	33.9744415	-118.1402
12	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	1.38	0.25	4							X	4	5	20	Hazard 12	33.9745331	-118.1401
13	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	4							X	4	5	20	Hazard 13	33.9745789	-118.14008
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	9							X	9	10	90	Hazard 14	33.975071	-118.13987
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	9							X	9	15	135	Hazard 15	33.9749565	-118.13982
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	1.5	0.38	4							X	4	5	20	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 17	33.9758987	-118.13982
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	4							X	4	5	20	Hazard 18	33.9759216	-118.13941
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	4							X	4	5	20	Hazard 19	33.9758911	-118.1394
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	5							X	4	5	20	Hazard 20	33.9758224	-118.13946
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 21	33.9757957	-118.13947
22	Emil Avenue	Watcher	Gage	6219 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 22	33.9755325	-118.13968
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2016-08-23	0	0	0						X		4	32	128	Hazard 23	33.9754181	-118.13972
24	Emil Avenue	Watcher	Gage	6281 W. Emil Ave.	2016-08-23	0.75	0.25	4							X	4	5	20	Hazard 24	33.9752693	-118.13984
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2016-08-23	0	0	0						X		4	26	104	Hazard 25	33.9749413	-118.14006
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 26	33.9746857	-118.14021
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.63	0.38	4							X	4	5	20	Hazard 27	33.9746628	-118.14021
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 28	33.9746513	-118.14023
29	Emil Avenue	Watcher	Gage	6319 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 29	33.9746056	-118.14026
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	1							X	4	5	20	Hazard 30	33.9745216	-118.14031
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.5	4							X	4	5	20	Hazard 31	33.9744377	-118.14035
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 32	33.9744148	-118.14034
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.75	4							X	4	5	20	Hazard 33	33.974411	-118.14037
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	4							X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	Gage	6335 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 35	33.9743576	-118.14043
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 36	33.9741516	-118.14055
37	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	1.38	0.5	4							X	4	5	20	Hazard 37	33.974144	-118.14056
38	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 38	33.9741287	-118.14056
39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 39	33.9740715	-118.14059
40	Emil Avenue	Watcher	Gage	6345 W. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 40	33.9740219	-118.14063
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 41	33.9738083	-118.1407
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.38	4							X	4	5	20	Hazard 42	33.9737167	-118.14072
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 43	33.9736824	-118.14071
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 44	33.9736481	-118.14072
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0	4							X	4	5	20	Hazard 45	33.9735947	-118.14072
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0.5	4							X	4	5	20	Hazard 46	33.9735718	-118.14071
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	4							X	4	5	20	Hazard 47	33.973484	-118.1407
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	6							X	4	10	40	Hazard 48	33.973405	-118.1407
49	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	1	0.38	4							X	4	5	20	Hazard 49	33.9733846	-118.14075
	Cell Totals							195						3	46			1545			

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

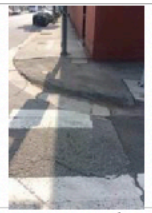
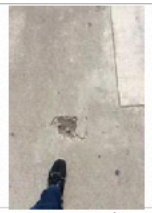
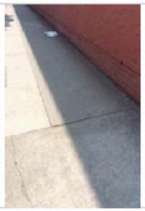
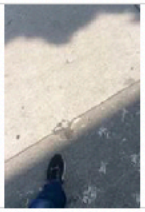
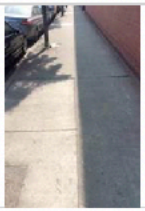
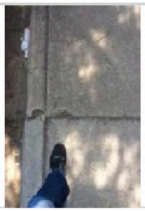
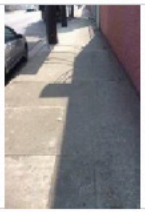
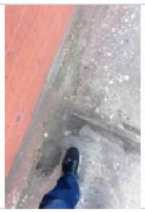
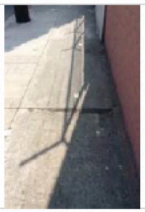
EXAMPLES: ITEMIZED MAPS OF GPS LOCATIONS

Map of hazard location Emil Avenue



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

EXAMPLES: ITEMIZED PICTURES OF LOCATIONS

		
Hazard 1: 3900 Union Pacific Ave corner is asphalt	Hazard 2: 3900 Union Pacific Ave	Hazard 3: 3900 Union Pacific Ave
		
Hazard 4: 3900 Union Pacific Ave	Hazard 5: 3900 Union Pacific Ave	Hazard 6: 3900 Union Pacific Ave
		
Hazard 7: 3900 Union Pacific Ave by tree	Hazard 8: 3900 Union Pacific Ave by tree	Hazard 9: 3900 Union Pacific Ave by tree
		
Hazard 10: 3900 Union Pacific Ave	Hazard 11: 3900 Union Pacific Ave	Hazard 12: 3900 Union Pacific Ave

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC - Safe Sidewalks

SUMMARY

For changes in elevation of sidewalk panels range between 1/4 inch and 2 1/2 inches, Saw Cutting is the most cost effective method to maintain your sidewalks and reduce your risk.

- Complies with ADA standards for removal and slopes
- Meets OSHA recommended standards for slip resistance
- Appears clean and neat
- Cuts precisely removing trip hazards in difficult-to-reach places
- Removes hazards quickly
- Stretches budgets by lengthening the life of concrete sidewalks that might otherwise be replaced.
- Saves Our Customers thousands of $$$ in sidewalk repair and maintenance and liability cost.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC - PROPOSAL AND PRICING

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

.05" + 0" / 2 * 4' = 1- inch foot

SIDEWALK ASSESSMENT SERVICES	UNIT PRICE $495 PER SIDEWALK MILE
SIDEWALK TRIP HAZARD REPAIR PER INCH FOOT	UNIT PRICE $34.95 PER INCH FOOT

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC - REFERENCES

CITY NAME AND DEPARTMENT	CITY OF COMMERCE
ADDRESS	2535 COMMERCE WAY
CITY, STATE, ZIP	COMMERCE CA 90040
CONTACT NAME AND TITLE	HECTOR OROZCO
CONTACT PHONE NUMBER	323.216.0173
PROJECT	ANNUAL SIDEWALK REPAIR PROJECT

CITY NAME AND DEPARTMENT	CITY OF CYPRESS
ADDRESS	5285 CYPRESS ST.
CITY, STATE, ZIP	CYPRESS CA 90630
CONTACT NAME AND TITLE	JOSE GUERRA
CONTACT PHONE NUMBER	714.229.6760
PROJECT	VARIOUS LOCATIONS PROVIDED BY CITY STAFF

CITY NAME AND DEPARTMENT	CITY OF COMPTON
ADDRESS	205 SOUTH WILLOWBROOK AVE.
CITY, STATE, ZIP	COMPTON, CA 90220
CONTACT NAME AND TITLE	JOHN STRICKLAND
CONTACT PHONE NUMBER	310.605.5505
PROJECT	ANNUAL SIDEWALK REPAIR PROJECT

CONTACT US

PRECISION CONCRETE CUTTING

13089 PEYTON DR #C235

CHINO HILLS CA 91709

PHONE: 909-539-7740

DIR NUMBER: 1000003322

CONTRACTOR LICENSE NUMBER: 925449

socalpcc@safesidewalks.com

www.safesidewalks.com

Trip Hazard Removal Specialist for Los Angeles and San Gabriel Valley

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CLIENT REFERENCE LIST

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of references and/or similar projects completed or in progress within the last 24 months or as noted in the requirements of the RFP or IFB. Your cooperation in this matter is greatly appreciated.

Company Name: PRECISION CONCRETE CUTTING

Number of years as a contractor in the work of this type: 15

Three projects/clients references for this type of work:

Client Name CITY OF COMMERCE
Address 2535 COMMERCE WAY, COMMERCE CA 90040
Contact Name HECTOR OROZCO Contact Email HECTORO@ci.commerce.ca.us
Contact Phone Number (323) 216-0173
Project Description SIDEWALK ASSESSMENT AND TRIP HAZARD REPAIR

Project Start Date 10/1/2021 Project End Date CURRENT
Project Amount: $70,000

Client Name CITY OF CYPRESS
Address 5285 CYPRESS STREET CYPRESS CA 90630
Contact Name JOSE GUERRA Contact Email jguerra@cypressca.org
Contact Phone Number (714) 229-6760
Project Description TRIP HAZARD REPAIR

Project Start Date 7/27/2020 Project End Date 8/1/2020
Project Amount: $16,743.00

Client Name CITY OF COMPTON
Address 205 SOUTH WILLOWBROOK AVE. COMPTON, CA 90220
Contact Name JOHN STRICKLAND Contact Email jstrickland@comptoncity.org

Contact Phone Number (626) 570-5067

Project Description SIDEWALK ASSESSMENT AND TRIP HAZARD REPAIR

Project Start Date 7/1/2020 Project End Date CURRENT

Project Amount: $200,000

Bidder's Signature

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.

Ronald Durna	3.31.22
Signature	**Date**
RONALD DURNA	PRESIDENT
Printed Name	**Title**

2019.05.08sh

FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION

Name of Firm: PRECISION CONCRETE CUTTING Date: 3/31/22

Address: 13089 PEYTON DR. #C235

State: CA Zip Code: 91709 Phone No.: 909-539-7740

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: RONALD DURNA JR. Title: PRESIDENT

Signature: Ronald Durna Jr. Date: 3/31/22

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: PRECISION CONCRETE CUTTING

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: Ronald Dm

Title: PRESIDENT

Date: 3.31.22

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2022

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
Burnham WGB Insurance Solutions
CA Insurance License 0F69771
15901 Red Hill Avenue
Tustin CA 92780

CONTACT NAME: Andrea Martin
PHONE (A/C, No, Ext): 714-824-8371 **FAX (A/C, No):** 714-573-1770
E-MAIL ADDRESS: amartin@wgbib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : StarStone National Ins Co	25496
INSURER B : Insurance Company of the West	27847
INSURER C : Mesa Underwriters Specialty	36838
INSURER D : American Fire and Casualty Co	24066
INSURER E :	
INSURER F :	

INSURED SOUTH47
Southern California Precision Concrete, Inc.
Dba Precision Concrete Cutting
32428 Campo Drive
Temecula CA 92592

COVERAGES **CERTIFICATE NUMBER:** 2130980279 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: Deductible			MP0104016000189	5/15/2021	5/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,500
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAA57604891	10/26/2021	5/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			72775T214ALI	5/15/2021	5/15/2022	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSD504819902	6/2/2021	6/2/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City and its officers, officials, employees, and agents and colunteers are named as additional insured on the General Liability per attached MUS 01 01 20128 0316 and CG2037 and on the Auto Liability per attached AC 85 43 06 18 as required by written contract subject to the terms and conditions of the policy. Waiver of Subrogation applies to the General Liability per attached MUS 01 01 20128 0316 Waiver of Subrogation applies to the Auto per attached AC 85 43 06 18 Waiver of Subrogation applies to the Workers' Compensation per attached WC 99 06 34

CERTIFICATE HOLDER

City of Carson
701 East Carson Street
Carson CA 90745

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Each "project" covered by this policy is subject to a separate General Aggregate limit per the terms of this endorsement. It is further agreed that the maximum aggregate limit that this policy shall be subject to is $5,000,000 regardless of the number of claims or locations covered.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

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INSURED

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

SUBJECT	PROVISION NUMBER
ACCIDENTAL AIRBAG DEPLOYMENT	12
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	20
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AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	14
BODILY INJURY REDEFINED	24
EMPLOYEES AS INSUREDS (Including Employee Hired Auto)	2
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	16
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HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto)	6
LOAN / LEASE GAP (Coverage Not Available In New York)	15
NEWLY FORMED OR ACQUIRED SUBSIDIARIES	1
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	17
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PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
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PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT	23
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SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

(1) Is a partnership or joint venture; or

(2) Is an "insured" under any other automobile policy except a policy written specificall y to apply in excess of this policy; or

(3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

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Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, **Coverage Extensions, 2.a. Supplementary Payments**, Paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

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a. You hire, rent or borrow; or

b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

e. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing** , is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $75 per disablement.

b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of $50 per day and a maximum limit of $1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage , is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

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d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B.**

10. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, **A. Coverage**, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, **B. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

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15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:

a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";

b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;

c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

d. Transfer or rollover balances from previous loans or leases;

e. Final payment due under a "Balloon Loan";

f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";

g. Security deposits not refunded by a lessor;

h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";

i. Any amount representing taxes;

j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";

b. Legally parked; and

c. Unoccupied.

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The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible , it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS , Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) Member, if you are a limited liability company;

(4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

(a) How, when and where the "accident" or "loss" took place;

(b) The "insured's" name and address; and

(c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph **B.7. Policy Period, Coverage Territory** , is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

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This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS** , Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

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AI – PRIMARY NON-CONTRIBUTORY – WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Blanket Additional Insureds - As Required By Contract

A. Subject to the Primary and Non-Contributory provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you;

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrong-doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or, to the extent applicable under the Coverage Part to which this endorsement applies, the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury".

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance**, **b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

1) The additional insured is a Named Insured under such other insurance;

2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and

3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the “bodily injury” or “property damage” or, to the extent applicable under the Coverage Part to which this endorsement applies, “personal and advertising injury”.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for “bodily injury” or “property damage” arising out of your ongoing operations or “your work” done under a written contract or written agreement and included in the “products-completed operations hazard”, if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;

2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an “insured contract”.

The section above only applies to that person or organization identified above, and only if the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	All Operations of the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

Insured

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON / ORG WHEN REQUIRED BY WRITTEN CONTRACT	ALL CA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/02/2021 Policy No. WSD504819902 Endorsement No.

Insured SOUTHERN CALIFORNIA PRECISION Premium $ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By

DEPARTMENT of PUBLIC WORKS
1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

NOTICE OF EXEMPTION

TO: ☐ Office of Planning & Research
1400 Tenth Street
Sacramento, CA 95814

☐ County Clerk / Registrar Recorder
ATTN: Environmental Filings Clerk
12400 East Imperial Highway, Room 1101
Norwalk, CA 90650

Project Title: Pedestrian Safety Improvement 2022/20223, JN 513

Project Location (Specific): Various Locations

Project Location (City): Gardena **Location (County)**: Los Angeles County

Description of nature, purpose and beneficiaries of project: This project is concrete remediation for preventative sidewalk maintenance and develop a program to minimize trip hazards and falls and meet ADA compliance

Name of public agency approving project: City of Gardena

Name of person or agency carrying out project: Precision Concrete Cutting

Exempt Status: (Check One)

☐ Ministerial: (P.R.C. Sec. 21080[b][1]; Guidelines Sec. 15268)
☐ Declared Emergency: (P.R.C. Sec. 21080[b][3]; Guidelines Sec. 15269[a])
☐ Emergency Project (P.R.C. Sec. 21080[b][4]; Guidelines Sec. 15269[b][c])
x Categorical Exemption: Section 15301 Class 1 (c), Existing Facilities
☐Other: Guidelines Sec. 15061):

Reason why project is exempt: This project consists of minor alteration of existing public sidewalks and involves negligible or no expansion of use beyond that previously existing.

Contact person: Hong Lee **Telephone**: 310-217-9564

If filed by applicant:
1. Attach certified document of exempting finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Date received for filing:

CLINT OSORIO Date
Environmental Quality Officer

NOTE: Exempt from Dept. of Fish & Game Wildlife Fee in accordance with de minimis impact finding (735.5[c])

TASHA CERDA, Mayor / RODNEY G. TANAKA, Mayor Pro Tem
PAULETTE C. FRANCIS, Councilmember / MARK E. HENDERSON, Councilmember / ART KASKANIAN, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney

PUBLIC WORKS CONTRACT

PROJECT NO. JN 513

CONTRACT

PROJECT NO. (JN 513)

THIS CONTRACT is made and entered into this13th of September 2022 by and between THE CITY OF GARDENA, a municipal corporation ("City") and Southern California Precision Concrete Inc., a California Corporation (hereinafter "Contractor"). It is agreed by and between the parties that:

1. WORK

1.1 Contractor agrees to enter into a one (1) year agreement with City for Concreate Remediation Services beginning September 13, 2022, through the piggy-back agreement with the City of Carson attached hereto as Appendix A, such agreement includes City of Carson's Request for Proposals, RFP No. 22-007, attached hereto at Appendix B and Southern California Precision Concrete Inc.'s bid, attached hereto at Appendix C.

PROJECT: On-Call Services for Concrete Remediation

1.2 Should City, at any time during the progress of the Work, request any alterations, deviations, additions or omissions, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but will be added to, or deducted from, the amount of the Contract price, as the case may be, by a fair and reasonable valuation.

1.3 The Standard Specifications for Public Works Construction ("Greenbook") shall be the Standard Specifications of the City. Unless otherwise indicated, the latest edition, including supplements, of the Greenbook shall apply.

2. SCHEDULE

2.1 Contractor shall commence and diligently pursue the Project to completion in **one-year**, except as such time may be extended in writing by City.

2.2 If the Work called for under the Contract is not completed before the date specified, damage will be sustained by City and it will be impracticable to determine the actual damage which City will sustain in the event of such delay. Therefore, it is agreed that Contractor shall pay to City $1000 per day for each and every working day's delay beyond the completion date. In the case the damages are not paid, Contractor agrees that City may deduct the amount from any money due or that may become due Contractor under the Contract. Compliance with the Greenbook is not required for liquidated damages to be assessed.

3. CONTRACT PRICE

3.1 Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached as Exhibit C to City of Carson Agreement (Appendix A) and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall

receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed One Hundred and Fifty Thousand Dollars ($150,000) ("Contract Sum") for completion of the work.

4. PAYMENTS

4.1 If Contractor desires a progress payment, he shall invoice City for the amount of work satisfactorily completed and inspected as of the closure date. The invoice shall be delivered to the City Engineer. All requests for payment shall be accompanied by the appropriate conditional waiver and releases in the form set forth in Civil Code section 3262. A five percent (5%) retention shall be retained on all payments. In the event of any claims, $1000/day will be adequate to cover such claims shall be withheld from the retention payment until resolution of the claims.

4.2 Payment requests that are determined to be improper shall be returned to Contractor with written explanation within 7 days after receipt. The number of days available to make payment without incurring interest shall be reduced by the number of days by which City exceeds the 7-day return requirement.

4.3 Within 60 days of the date of completion and acceptance of the Work, City will pay to Contractor the amount remaining after appropriate modifications are made for change orders, liquidated damages, or any other of the provisions of which, by the terms hereof, City is or may be authorized or required to reserve or retain funds. Any moneys withheld beyond the allowable amount or prescribed time will accrue interest at a rate of two percent per month until such time that said moneys are released to Contractor, at which time withheld moneys and accrued interest shall be dispensed. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

4.4 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim. In the event of a dispute after completion of the Project, City may withhold an amount not to exceed 150 percent of the disputed amount.

4.5 No claim shall be made or be filed and neither City, nor any of its elected or appointed officers, employees, agents, or volunteers shall be liable, or held to pay any money, except as specifically provided in the Contract. The acceptance by Contractor of the final payment when no securities or certificates of deposit have been deposited in escrow or with City, or his acceptance from the escrow agent or City of the securities or certificates of deposit substituted for the retention, whichever is later, shall operate as, and shall be, a release to City, and its elected and appointed officers, employees, agents, and volunteers, from all claims and liability to Contractor for anything done or furnished for, or relating to, the Project or for any act or neglect of City or of any person relating to or affecting the Project, except claims previously made as provided for and in accordance with the provisions of the General Conditions and pending at the time of acceptance of final payment or of the securities or certificates of deposit, or the claim against City for the remainder, if any there be, of the amounts kept or retained due to unpaid claims.

5. LEGAL REQUIREMENTS

State Requirements

5.1 Contractor, its agents and employees shall be bound by and shall comply with all applicable federal, state and local laws regardless of whether enumerated herein.

5.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relation (available at http://www.dir.ca.gov/DLSR/PWD/index.htm).

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

A. AWARD OF CONTRACT: The following are conditions to the award of the contract:

i. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relation pursuant to Labor Code Section 1725.5 subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Profession Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded): and

ii. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 1725.5.

Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, will disqualify a bidder or proposer.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

5.3 In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with

the work done under the Contract. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records.

5.4 Pursuant to California Labor Code section 1810 et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of $25.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of these hours at a rate of at least one and one-half times the basic rate of pay. (Labor Code § 1813.) City may withhold from any monies payable on account of work performed by Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for herein.

5.5 Contractor, and any subcontractor under Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code § 1774.) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the Contract are on file in, and available at, the office of City. (Labor Code § 1773.2.) When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the prevailing rate per diem wages for cash craft or type of workman needed to execute any contract which may be awarded by City, may be requested by contacting the State Board of Equalization at (800) 400-7115.

5.6 Contractor shall post a copy of the prevailing rates at the work site(s), for the duration of the Work. (Labor Code § 1773.2.)

5.7 Contractor shall comply with all provisions of Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to City not more than $50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor shall also pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

5.8 Nothing in this Contract shall prevent Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 and 1777.6 for all apprenticeable occupations. These sections require that Contractor and subcontractors shall submit contract award information to the applicable joint apprenticeship committee, shall employ apprentices in apprenticeable occupations, shall contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Board and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground

of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed in apprenticeable occupations.

5.9 Contractor warrants full compliance with all applicable Federal and California employment laws, including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, City, its elected and appointed officers, employees, agents and volunteers from employer sanctions and any other liability which may be assessed against City in connection with any alleged violation of federal or state statutes or regulations pertaining.

5.10 Neither Contractor, nor any subcontractor under Contractor, shall discriminate in the employment of persons, including apprentices, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. Contractor shall have responsibility for compliance with this section. (Gov. Code §§ 12940, 12941.)

5.11 Contractor and all subcontractors shall, at Contractor and subcontractor's sole expense, obtain and maintain all necessary licenses for the Work, including but not limited to a valid business license, and give all necessary notices and pay all fees and taxes required by law.

5.12 Contractor shall be responsible for obtaining at its own expense, all construction permits and licenses required by the City, including for any subcontracting firm engaged in construction/installation for this Project.

5.13 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (Gov. Code § 4552; Pub. Con. Code § 7103.5.)

5.14 Subcontractors who are ineligible pursuant to Labor Code sections 1777.1 and 1777.7 are ineligible to perform work under this Contract.

5.15 This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

6. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to City a wholly-independent contractor. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors, are in any manner officers, employees, agents or subcontractors of City.

7. INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision.

7.2 This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7.3 This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

7.4 Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7.5 The prevailing party shall pay for reasonable attorney fees and costs incurred in relation to this indemnification provision.

7.6 Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b).

7.7 This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

7.8 Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

7.9 In the event there is more than one person or entity named in the Agreement as the Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

8. QUALITY ASSURANCE

8.1 All materials furnished and all Work done under the Project shall be subject to rigid inspection. Work done in the absence of prescribed inspection may be required to be torn out and replaced and the entire cost of repair and replacement shall be borne by Contractor, irrespective of whether the work dismantled is found to be defective.

8.2 If the Work or materials, or any part thereof, shall be found defective any time before the final acceptance of the Project, Contractor shall immediately make good such defect without compensation in a manner satisfactory to the City, regardless of any previous inspection or estimation of such Work for payment.

8.3 If Contractor fails or neglects to make ordered repairs and/or replacement of damaged property within ten (10) DAYS after the service of an order to do such repair and/or replacement, the City, may make the ordered repairs and/or replacement and deduct the cost thereof from the monies due Contractor.

8.4 Prior to final acceptance, Contractor shall restore all areas affected by the work to the original state of cleanliness and repair all damage done to the premises, including the grounds, by his workmen and equipment.

9. INSURANCE

9.1 Commencement of Work. Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all

subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

9.2. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

9.3 Coverages, Limits and Policy Requirements. Contractor shall maintain the types of coverages indicated below:

9.4 Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars ($1,000,000) per occurrence or two million dollars ($2,000,000) aggregate.

9.5 Commercial Auto Liability Insurance - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars ($1,000,000) combined single limit per accident.

9.6 Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars ($1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

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

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

(i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.

(ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

(iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

9.8 Course of Construction Insurance - Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

9.9 Additional Requirements. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

9.10 Deductibles. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.

9.11 Verification of Compliance. Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to

City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

9.12 Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

9.13 Equipment Coverage

Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

10. SECURITY

10.1 Contractor shall not commence the Work under this Contract until Contractor has obtained all security required under this Section and such security has been approved by City as to form, amount and carrier.

10.2 Contractor shall maintain in full force and effect during the term of this Contract a certificate regarding workers' compensation, liability insurance certificates, proof of a valid business license and any other documents required by the Contract. If this Contract is for more than $25,000.00, Contractor shall also maintain in full force and effect during the term of this Contract security guaranteeing one hundred percent (100%) of payment (labor and materials) and separate security guaranteeing one hundred percent (100%) of performance. If bonds are the chosen form of security, they shall be submitted on the forms which are part of the Contract Documents; no substitutions shall be accepted. The performance bond shall remain in effect for all deliverables for one full year from the date of acceptance of the Work to insure that defects which appear within said period will be repaired, replaced, or corrected by the Contractor at his own cost and expense to the satisfaction of the City Engineer within thirty (30) days after written notice thereof by City.

10.3 The surety shall be admitted to do business in California, listed with the State of California Department of Insurance and shall comply with all requirements of State law. (No surplus list surety will be accepted.) (Code of Civil Procedure § 995.311.)

10.4 If during this Contract any of the sureties upon the bonds become insufficient in the opinion of City, City may require additional sureties which Contractor shall furnish to City's satisfaction within 15 calendar days after written notice and failure to do so shall be considered a default by Contractor.

11. CITY'S RIGHT TO TERMINATE

11.1 If Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or if Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor or any subcontractor shall violate any of the provisions of this Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or instructions of City or otherwise breach this Contract, City shall serve written notice on Contractor and Contractor's sureties of the intention that this Contract be terminated together with the reasons therefor. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said five (5) working days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

In event of any such termination, City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within five (5) working days after service upon it of said notice of termination does not give City written notice of its intention to take over and perform this Contract or does not commence performance thereof within ten (10) working days from the date of serving such notice, City may take over the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be jointly and severally liable to City for any excess cost or other damages occasioned City thereby. If City takes over the Project as herein above provided, City may, without liability for so doing, take possession of, and utilize in completing the Project, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Project and necessary therefor.

In the event of any such termination, Contractor will be paid for Work performed, less damages caused to City by the acts of Contractor causing the termination.

11.2 City may terminate the Contract at its own discretion for any reason. Upon such termination, City will pay Contractor fair and reasonable compensation as agreed upon between City and Contractor. In the event that no agreement is reached, City will be liable to Contractor only for the reasonable value of the Work performed and other actual costs sustained by Contractor.

12. WAIVER

No waiver of any provision of this Contract 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.

13. NOTICE

13.1 Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of such party. Any notice shall not be effective for any purpose whatever unless served in the following manner:

13.2 Whenever it shall be necessary for either party to serve notice on the other respecting the Contract, such notice shall be in writing and served by personal delivery or by registered mail, postage prepaid, return receipt requested, addressed as follows:

City: **City of Gardena**
Allan Rigg
Director of Public Works/City Engineer
1717 W. 162nd Street
Gardena, CA 90247

Contractor: Precision Concrete Cutting
13089 Peyton Drive, #C235
Chino Hills, CA 91709

unless and until different addresses may be furnished in writing by either party to the other.

14. ASSIGNMENT

14.1 Contractor shall not assign the performance of the Contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of City.

14.2 Subject to the provision of this Section regarding assignment, the Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of Contractor.

15. ATTORNEY'S FEES

Except as specifically provided for herein, attorney's fees shall not be awarded to either party in any action in law or in equity, including an action for declaratory relief, brought to enforce or interpret the provisions of this Contract or to assert any claim resulting or alleged to result from its performance.

16. MISCELLANEOUS PROVISIONS

16.1 The Contract shall be effective from and after the date that this Contract is signed by the representatives of City.

16.2 This Contract may be made in counterparts.

16.3 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract are for reference only and are not to be construed in any way as a part of the Contract.

16.4 The rights and remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any right or remedy at law or in equity to which City may be entitled.

16.5 Pursuant to Gardena Municipal Code Section 2.24.020(H), Contractor is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the city of Gardena until completion of Work.

17. ENTIRE AGREEMENT

17.1 This Contract integrates all terms and conditions in connection with the Work and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

17.2 The Contract shall not be amended except by a writing duly executed by the parties.

18. PREPARATION OF AGREEMENT. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Contract and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Contract. No provision of this Contract 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.

19. Claims Disputes

Any claims of Contractor, as “claims” are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply. If the contractor disputes the public entity’s written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is

undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Contract to be executed and attested by their duly authorized officers.

CITY

By:_____
CITY MANAGER (Sign)

Date: _____
SEAL

Attest:
By: _____
CITY CLERK (Sign)

Date:_____

CONTRACTOR

By:_____
Sign / Title

Date: _____

Attest: (Contractor)

By:_____
Sign / Title

Date: _____

APPROVED AS TO FORM:

_____
CARMEN VASQUEZ, City Attorney
CITY ATTORNEY (Sign)

Date: September 7, 2022

(To be submitted after award)

CONTRACT

PROJECT NO. JN 513

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to Precision Concrete Cutting hereinafter designated as the "Principal", a Contract for:

PROJECT:

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we,_____as Principal, and_____ _____as Surety, are held and firmly bound unto the City, as Obligee, in the sum _____($_____), lawful money of the United States of America, this amount being not less than one hundred percent (100%) of the total Contract price, , for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the_____ day of_____, 2022, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

_____

Signature

[SURETY]

By _____

Title _____

Address _____

_____

Phone No. _____

_____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

(To be submitted after award)

CONTRACT

PROJECT NO. JN 513

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to Precision Concrete Cutting, as Contractor, a contract for the work described as follows:

PROJECT:

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of one-hundred fifty thousand, Dollars ($150,000.00) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the_____ day of_____, 2022, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

_____

Signature

[SURETY]

By _____

Title _____

Address _____

_____

Phone No. _____

_____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

(To be submitted with bid/quote)

(To be submitted after award)

CONTRACT

PROJECT NO. JN 513

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATED:_____

_____
CONTRACTOR

By_____
Signature

_____
Title

ATTEST:

By_____
Signature

_____
Title

(To be submitted with bid/quote)

(To be submitted with bid/quote)

PROPOSAL

PROJECT NO. JN 513

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

WBE or MBE	Portion of Work %	Subcontractor's Name and Address	Type of Work	State License Number		Class
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____
____	_____	_____	_____	_____		_____

Not more than _____%.

(To be submitted with bid/quote)

PROPOSAL

PROJECT NO. JN 513

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ being first duly sworn, deposes and says that he or she is _____ of _____ _____ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

_____
NAME OF BIDDER

_____
SIGNATURE OF BIDDER

_____
ADDRESS OF BIDDER

_____
CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.B
Section: DEPARTMENTAL ITEMS - PUBLIC WORKS
Meeting Date: September 13, 2022

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

AGENDA TITLE: Award Construction Contract for the 170th St. Street Improvement from Normandie Avenue to Vermont Avenue Project, JN 944, to Sequel Contractors, Inc. in the amount of $736,450.00, Award Construction Management and Inspection Services to Wallace and Associates Consulting, Inc. in the amount of $106,220.00, Approve Budget Appropriation of $380,000 Prop C funds, Approve the Project Plans and Specifications and Declare California Environmental Quality Act (CEQA) Exemption.

COUNCIL ACTION REQUIRED:

Staff Recommendation:

- **Award Construction Contract.**
- **Award Construction Management and Inspection Services.**
- **Approve Budget Appropriation**
- **Approve Project Plans and Specifications**
- **Declare CEQA Exemption**

RECOMMENDATION AND STAFF SUMMARY:

On September 10, 2019, the City Council approved the appropriations of $70,000 from Measure M Local funds for the design phase of the 170th Street Improvement Project from Normandie Avenue to Vermont Avenue. Thereafter, the Metropolitan Transit Authority (MTA) appropriated $600,000 Federal Surface Transportation Program Local (STPL) funds for the construction phase. The project scope includes grind and overlay of asphalt pavement, removal and replacement of concrete sidewalk, curb, gutter, curb ramps, adding new Battery Backup System for the Traffic Signal at the intersection of Normandie Avenue and 170th Street and retrofitting the pedestrian push buttons with new audible and touchless system in the intersection.

On May 6, 2022, Caltrans approved the City's request for authorization of the project construction phase. Subsequently, the Public Works finalized the plans and specifications and published a bid request in CR Planwell, Gardena Valley News and the city website.

The following five (5) bids were received on August 11, 2022:

1.	Sequel Contractors, Inc., Santa Fe Springs	$736,450.00
2.	Falkon Construction, Inc., Diamond Bar	$762,811.22
3.	Toro Enterprises, Inc., Oxnard	$857,425.00

4.	Hardy and Harper, Inc., Lake Forest	$1,155,000.00
5.	All American Asphalt, Corona	$1,388,150.00

Sequel Contractors, Inc. was the lowest responsible bidder. They are licensed in the state of California and have a good and verified records of construction projects with Gardena and other local municipalities in southern California. They will be required to meet all bonding and financial standards. The project is anticipated to start construction in November 2022 and to be completed in January 2023.

Request for Construction Management and Inspection services for this project was also sent to five (5) on-call consultants on July 21, 2022. Four (4) of the consultants stated their resources were already committed to other projects and declined to submit a proposal. Only Wallace and Associates Consulting Inc. submitted a proposal of 106, 220.00. Wallace and Associates had been doing Construction Management and Inspection services for local municipalities throughout Orange, San Bernardino and Los Angeles County for the last two (2) decades and are staffed with qualified managers and inspectors of different disciplines.

Funding for this project is from Measure M, Prop C and federal (STPL) funds. Insufficient funds are available to complete this project and staff is recommending an additional budget appropriation in the amount of $380,000 Prop C. As inflation and construction cost continues to surge across the country, the project bids came in approximately 50% higher than the design engineer's estimates.

Staff recommends that the City Council approve the award of the construction contract for the 170th Street Improvement Project, JN 944, to Sequel Contractors Inc. in the amount of $736,450 and additionally:

a. Award the Construction Management and Inspection (CMI) Services to Wallace and Associates Consulting Inc. in the amount of $106, 220.00.
b. Approve the Budget Appropriation of $380,000 Prop C funds.
c. Approve the Project Plans and Specifications.
d. Declare this project to be categorically exempt under the CEQA, Class 1, Section 15301, as rehabilitation of existing facilities.

FINANCIAL IMPACT/COST:

Source of Funds

Approved Budget		
Measure M Local	$ 70,000	
Federal STPL	$600,000	
Budget Appropriation Request		
Prop C	$380,000	
TOTAL		$1,050,000

Estimated Expenditures

Design Phase Expenditures to Date :	$70,000	
Anticipated CMI & Job Cost :	$130,000	
Construction Contract Award :	$736,450	
15% Construction Contingency :	$111,000	
TOTAL		$1,047,450

ATTACHMENTS:

JN 944 Sequel Contractors, Inc. Bid 08-11-2022.pdf
WA Proposal - Gardena CM&I 170th street.pdf
170th St Improvement Project 5276-032_Contract docs_Specifications.pdf
170th St Improvement Project 5276-032 Project Plans.pdf
CEQA Notice of Exemption JN 944.pdf

APPROVED:



_____
Clint Osorio, City Manager

Sequel Contractors, Inc.
13516 Imperial Hwy, Santa Fe Springs, CA 90670

#1

CITY CLERKS OFC
'22 AUG 11 PM 1:03

City Clerks Office
1700 W. 162nd St.
Gardena, CA

170th Street Improvement
Project Project No. JN 944

SEQUEL CONTRACTORS INC.
10546 Imperial Hwy,
Santa Fe Springs, CA 90670

DEPARTMENT of GENERAL SERVICES
1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

August 8, 2022

170th St. Street Improvement Project (JN 944)

ADDENDUM NO. 2

TO: ALL SPECIFICATION HOLDERS

ADDENDUM NO. 2, AS DECRIBED BELOW, IS FOR USE OF CONTRACTORS AND SUBCONTRACTORS SUBMITTING BIDS ON THIS PROJECT. ALL BIDDERS SHALL INDICATE ON THE BID PROPOSAL FORM, "ACKNOWLEDGEMENT OF ADDENDA RECEIVED", THAT THEY HAVE RECEIVED THIS ADDENDUM NO. 2.

REVISION TO TECHNICAL PROVISIONS:

1. **10.28 MAINTENANCE AND GUARANTEE.** (As revised below)

Maintenance period shall be one (1) year and shall commence after work has been completed and approved by the City of Gardena Council.

All trees shall be guaranteed by the contractor for the maintenance period. Contractor liability shall cover cost of labor, equipment, and materials to replace the trees of similar size during the covered period.

Payment for Furnish and Install 24" Box tree (Crape Myrtle) shall be made at the contract unit price per each and shall include full compensation for furnishing labor, material, tools, equipment, and incidentals and for doing all the work involved and no additional compensation will be allowed.

END OF ADDENDUM NO. 2

TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

SEQUEL CONTRACTORS INC.
10546 Imperial Hwy.
Santa Fe Springs, CA 90670

DEPARTMENT of GENERAL SERVICES
1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

May 2, 2022

170th St. Street Improvement Project (JN 944)

ADDENDUM NO. 1

TO: ALL SPECIFICATION HOLDERS

ADDENDUM NO. 1, AS DECRIBED BELOW, IS FOR USE OF CONTRACTORS AND SUBCONTRACTORS SUBMITTING BIDS ON THIS PROJECT. ALL BIDDERS SHALL INDICATE ON THE BID PROPOSAL FORM, "ACKNOWLEDGEMENT OF ADDENDA RECEIVED", THAT THEY HAVE RECEIVED THIS ADDENDUM NO. 1.

REVISIONS TO TECHNICAL PROVISIONS:

1. Section 10-36 BATTERY BACKUP CABINET:

The BBS system is to be installed with a Type 332, a separate battery cabinet shall be furnished and installed to house the batteries. The inverter shall be mounted inside the cabinet, preferably at the top. The BBS cabinet shall be Caltrans Version - 4 shelves (54"x 26"x 12").

The battery cabinet shall be mounted on a separate concrete pedestal a few feet from the signal cabinet at a location designated by the Engineer.

Payment for Install Battery Backup System shall be made at the contract lump sum price and shall include full compensation for installing the Battery Backup Systems in the traffic signal cabinets, and installing batteries, rack-mount inverter, connection for power, pedestal mounted cabinet to house batteries, and rack-mount swing shelves, including all labor, materials, appropriate connectors, tools, equipment and incidentals, and for doing all the work involved in installing Battery Backup System, complete in place, as shown on the plans and specified in the Standard Specifications, the Special Provisions and these Technical Provisions, and directed by the Engineer. No additional compensation shall be allowed.

END OF ADDENDUM NO. 1

TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

BID PROPOSAL DOCUMENTS

170TH STREET IMPROVEMENT PROJECT
FROM NORMANDIE AVENUE TO VERMONT AVENUE

PROJECT NO. JN 944

Contractor:	Sequel Contractors, Inc.
Address:	13546 Imperial Hwy. Santa Fe Springs California 90670
Phone:	(562) 802-7227
Fax:	(562) 802-7499
License No.:	610600A
D.I.R. No.	1000003521
Email:	Mike@sequelcontractors.com

To Be Submitted

WITH

Bid Package

BID PROPOSAL

PROJECT NO. JN 944

BIDDING SCHEDULE

TO: CITY OF GARDENA
HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL
CITY HALL
GARDENA, CALIFORNIA 90247

Ladies and Gentlemen:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

PROJECT: 170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within **Sixty (60) working days for base project,** from the date the notice to proceed is issued by the Engineer.

BID SCHEDULE

PROJECT: 170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

Item No.	Item Description	Unit	Approx Quantity	Unit Price in Figures	Item Total
1	Mobilization	LS	1	$ 36,000 ÷	$ 36,000 ÷
2	Traffic Control	LS	1	$ 99,550 ÷	$ 99,550 ÷
3	Construction Survey	LS	1	$ 15,000-00	$ 15,000-
4	Remove Existing Tree	EA	20	$ 1500-00	$ 30,000-00
5	Remove and Construct Curb & Gutter (8" CF)	LF	550	$ 75-00	$ 41250-00
6	Remove and Construct Concrete Sidewalk	SF	2,200	$ 15-00	$ 33,000-00
7	Remove and Construct Concrete Spandrels and/or Cross Gutter	SF	1,600	$ 28-00	$ 44800-00
8	Remove and Construct Driveway (12' Maintenance Driveway)	SF	200	$ 17-00	$ 3400-00
9	Remove and Construct Concrete Curb Ramp	EA	25	$ 5600-00	$ 140,000-00
10	Retrofit Existing Curb Ramp and Install Detectable Warning Surface	EA	2	$ 1200-00	$ 2400-00
11	Cold Mill (1.5" Uniform Thickness) Existing AC Pavement	SF	90,000	$ .24	$ 21,600-00
12	Construct 1.5" Thick Asphalt Rubber Hot Mix Pavement	TON	850	$ 137 ÷	$ 116,450 ÷
13	Asphalt Pavement Removal and Replace 4" Thick AC Pavement	SF	12,500	$ 4-00	$ 50,000-00
14	Adjust Manhole Frame and Cover to Grade	EA	15	$ 1200-00	$ 18,000-00
15	Furnish and Install 24" Box Tree (Crape Myrtle)	EA	20	$ 1700-00	$ 34,000-00
16	Install Type E Loop Detector	EA	2	$ 2000-00	$ 4,000-00
17	Install Battery Backup System	LS	1	$ 20,000-00	$ 20,000-00
18	Traffic Striping and Signing	LS	1	$ 15,000-00	$ 15,000-00
19	Replace Existing Pedestrian Push Buttons with Touchless Accessible Pedestrian Push Buttons	LS	1	$ 12,000-00	$ 12,000-00

BID SCHEDULE (Continued)

TOTAL CONTRACT BID:

(Figures) 736,450 ÷

(Words) Seven Hundred Thirty Six Thousand Four Hundred Fifty Dollars

This project is funded with Federal-aid funds and applicable Federal and State of California contract provisions including wage rates and DBE provisions shall apply. Contractor and subcontractors to comply with applicable prevailing wage requirements of the David-Bacon Act Federal Wage Rates as per instructions in the Appendix "A" and California Department of Industrial Relations (DIR) and submit weekly-certified payrolls to the City Engineer. All compensation for complying with these provisions shall be included in the unit price for bid items.

Receipt of Addenda No (s) 1, 2 is hereby acknowledged.

*** In case of error in extension of price into the total price column, the unit price will govern.**

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will paid therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of 10 percent Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Thomas S. Pack, President
Name of Bidder

Signature of Bidder

BID PROPOSAL

PROJECT NO. JN 944

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. 1 Date 8/8/22 Addendum No. ____ Date _____

Addendum No. 2 Date 8-8-22 Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom (www.crplanwell.com). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Bidder's Signature Thomas S. Pack, President

8/11/22
Date

BID PROPOSAL

PROJECT NO. **JN 944**

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

BIDDER'S DECLARATION (Continued)

7. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Sequel Contractors, Inc.	Thomas S. Pack, President
Contractor's Business Name	Contractor (Print) Title
13546 Imperial Hwy.	President
Business Address: Street	Signature Title
Santa Fe Springs , California 90670	610600A
City State Zip	Contractor's License No. and Classification
(562) 802-7227	(562) 802-7227
Business Phone Number	Business Fax Number
8/11/22	
Date	
Thomas S. Pack, President	13546 Imperial Hwy.
Name Title	Residence: Street
Santa Fe Springs , California 90670	(562) 802-7227
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRATORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2021 in accordance with the Bylaws of the Corporation and the California Corporation Code:

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.

Dated: April 04, 2021

Thomas S. Pack
Director & President

Abel Magallanes
Director, Vice President & Assistant Secretary

Michael A. Mahler
Director & Secretary

BID PROPOSAL

PROJECT NO. JN 944

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

Thomas S. Pack being first duly sworn, deposes and says that he or she is President of Sequel Contractors, Inc. the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

Thomas S. Pack, President

NAME OF BIDDER

SIGNATURE OF BIDDER

13546 Imperial Hwy.

ADDRESS OF BIDDER

Santa Fe Springs , California 90670

CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 8/11/22 before me, Daniel Bustamante, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Thomas S. Pack, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Daniel Bustamante
Signature of Notary Public

MMD1 DANIEL BUSTAMANTE COMM. #2349514 NOTARY PUBLIC · CALIFORNIA LOS ANGELES COUNTY My Comm. Expires MARCH 1, 2025 MMD1

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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BID PROPOSAL

PROJECT NO. JN 944

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

> "(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."
>
> "(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of August, 20 22, at Santa Fe Springs *(place of execution)*, California.

Signature: _____ Name: Thomas S. Pack

Title: President Company: Sequel Contractors, Inc.

BID PROPOSAL

PROJECT NO. **JN 944**

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
17	MARTINEZ CONCRETE 920 W Foothill Azusa	PCC Pour	394471	A	1000006160
1½	INTERSTATE STRIPING 9784 Poplar Montana	STRIPE	1087140	A	1000866044
3	PRS 10240 SanSevaine Way Jurupa	COLD PLANE	569352	A	1000003863
	CPE La Puente Ca	ELECTRICAL	793907	A	1000377609
3½	V+E TREE SERVICE ORANGE	TREES	654506	C27	1000001936
1½	CAGE LAND SURVEY ORANGE	SURVEY	5411	L	1000001533

Not more than _____%.

BID PROPOSAL

PROJECT NO. JN 944

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: 31

Three projects of this type recently completed:

1. Name (Firm/Agency): _____
   Address: _____
   Contact Person: _____ Telephone No.: _____
   Title of Project: _____
   Project Location: _____
   Date of Completion: _____ Contract Amount: $ _____

SEE ATTACHED

2. Name (Firm/Agency): _____
   Address: _____
   Contact Person: _____ Telephone No.: _____
   Title of Project: _____
   Project Location: _____
   Date of Completion: _____ Contract Amount: $ _____

3. Name (Firm/Agency): _____
   Address: _____
   Contact Person: _____ Telephone No.: _____
   Title of Project: _____
   Project Location: _____
   Date of Completion: _____ Contract Amount: $ _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____
Thomas S. Pack, President

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Fax (562) 802-7499 (562) 802-7227 Office

STATEMENT OF EXPERIENCE

1.	OWNER:	CITY OF FOUNTAIN VALLEY
	ADDRESS:	102000 SLATER AVE FOUNTAIN VALLEY, CA 92708
	PHONE NO.:	(562) 569-4555
	CONTACT:	REGINO DE AVILLEA
	PROJECT:	QUADRANT D2 DTREET IMRPOVEMENTS
	PROJECT AMOUNT:	$1,668,347.00
	COMPLETION DATE	MARCH 2022
2.	OWNER:	LOS ANGELES DPW
	ADDRESS:	900 FREEMONT AVE ALHAMBRA, CA 91803
	PHONE NO.:	(626) 458-5100
	CONTACT:	JOEL ZARAGOZA
	PROJECT:	103RD STEET GREEN IMPROVEMENTS
	PROJECT AMOUNT:	$2,395,473.40
	COMPLETION DATE	MARCH 2021
3.	OWNER:	CITY OF LAWNDALE
	ADDRESS:	14717 BURIN AVE LAWNDALE, CA, 90260
	PHONE NO.:	(310) 363-3396
	CONTACT:	KEVIN MOGHEDASI
	PROJECT:	ANNUAL STREET IMPRVMTS
	PROJECT AMOUNT:	$973.400.00
	COMPLETION DATE	DECEMBER 2021
4.	OWNER:	CITY OF ANAHEIM
	ADDRESS:	200 SOUTH ANAHEIM BLVD. ANAHEIM, CA 92805
	PHONE NO.:	(714) 765-5176
	CONTACT:	PUBLIC WORKS DEPARTMENT
	PROJECT:	VARIOUS STREETS – GROUP 12
	PROJECT AMOUNT:	4,194,071.70
	COMPLETION DATE	JANUARY 2021
5.	OWNER:	CITY OF MONTEBELLO
	ADDRESS:	1600 WEST BEVERLY BLVD MONTEBELLO, CA 90640
	PHONE NO.:	(323) 887-1200
	CONTACT:	HORMOZ VAHID
	PROJECT:	VARIOUS STREET IMPRVMTS
	PROJECT AMOUNT:	$771,460.00
	COMPLETION DATE	DECEMBER 2021

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Fax (562) 802-7499 (562) 802-7227 Office

STATEMENT OF EXPERIENCE

6.	OWNER:	CITY OF POMONA
	ADDRESS:	505 GAREY AVE POMONA, CA 91766
	PHONE NO.:	(909) 532-5061
	CONTACT:	MICHAEL LEE
	PROJECT:	JAMES PLACE ALLEY IMPROVEMENTS
	PROJECT AMOUNT:	$578,987.00
	COMPLETION DATE	JUNE 2022
7.	OWNER:	CITY OF CHINO
	ADDRESS:	13200 CENTRAL AVE CHINO, CA 91710
	PHONE NO.:	(909) 334-3250
	CONTACT:	MARIA FRASER
	PROJECT:	PIPELINE AVE IMPROVEMENT PROJECT
	PROJECT AMOUNT:	$3,291,250.00
	COMPLETION DATE	MARCH 2022
8.	OWNER:	CITY OF RANCHO CUCAMONGA
	ADDRESS:	10500 CIVIC CENTER ROAD RANCHO CUCAMONGA, CA 91730
	PHONE NO.:	(909) 477-2730
	CONTACT:	ROMEO DAVID
	PROJECT:	AMETHYST STREET
	PROJECT AMOUNT:	740,417.50
	COMPLETION DATE	JULY 2019
9.	OWNER:	CITY OF LA CANADA
	ADDRESS:	1327 FOOTHILL BLVD LA CANADA-FLINTRIDGE, CA 91011
	PHONE NO.:	
	CONTACT:	NASSAR SHOUSHTARIAN
	PROJECT:	VARIOUS STREETS IMPROVEMENT PROJECT
	PROJECT AMOUNT:	1,260,720.00
	COMPLETION DATE	OCTOBER 2019
10.	OWNER:	CITY OF PICO RIVERA
	ADDRESS:	6615 PASSONS BOULEVARD PICO RIVERA, CA 90660
	PHONE NO.:	(562) 801-4415
	CONTACT:	KENNER GUERERRO
	PROJECT:	HOT SPOT INTERSECTION IMPROVEMENTS
	PROJECT AMOUNT:	$1,260,720.00
	COMPLETION DATE:	JULY 2020

BID PROPOSAL

PROJECT NO. JN 944

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM Sequel Contractors, Inc.

TITLE OF PERSON SIGNING Thomas S. Pack, President

SIGNATURE _____

DATE 8/11/22

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

n/a

BID PROPOSAL

PROJECT NO. JN 944

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

   d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Name: Thomas S. Pack

Title: President Company: Sequel Contractors, Inc.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☑ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

n/a

7. Federal Program Name/Description:

n/a

CFDA Number, if applicable _____

8. Federal Action Number, if known:

n/a

9. Award Amount, if known:

n/a

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

n/a

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

n/a

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☑

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Thomas S. Pack

Title: President

Telephone No.: (562) 802-7227 Date: 8/11/22

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
JN 944	STPL 5276 (032)	City of Gardena	

5. Contractor/Consultant	6. Business Address	7. Final Contract Amount

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
		JN 944					
		JN 944					

15. ORIGINAL DBE COMMITMENT AMOUNT $ _____ 16. TOTAL

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
	Thomas S. Park, President	(562) 802-7227	8/11/22
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant's item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. Total - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor's preparer.
21. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
JN 944	STPL 5276 (032)	City of Gardena	

5. Contractor/Consultant	6. Business Address	7. Final Contract Amount

8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)	13. Comments

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
	Thomas S. Tuck, President	(562) 802-7227	8/11/22
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. DBE Certification Number - Enter the DBE's Certification Identification Number.
11. Amount Paid While Certified - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. Certification/Decertification Date (Letter Attached) - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. Comments - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
16. Phone - Enter the area code and telephone number of the person signing the form.
17. Date - Enter the date the form is signed by the contractor's preparer.
18. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify
that the contracting records and on-site performance of the DBE(s) has been monitored.
19. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
20. Phone - Enter the area code and telephone number of the person signing the form.
21. Date - Enter the date the form is signed by the Local Agency Representative.

APPENDIX B – Federal -Aid Bid Doucments

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: STPL 5276 (032)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME: MARTINEZ CONCRETE City, State: AZUSA CA	#5-10 PCC POUR	140,000	50%	39447 1000006160	N		< $1 million < $5 million < $10 million X < $15 million Age of Firm in years
NAME: CAGE LAND SURVEY City, State: ORANGE CA	#3 SURVEY	12,000	90	L5411 1000001533	N		< $1 million < $5 million < $10 million X < $15 million Age of Firm in years
NAME: PRS City, State: JURUPA VALLEY, CA	#11 COLD PLANE	22,000	~~100~~ TIP 100	569352 1000003363	N		< $1 million < $5 million < $10 million X < $15 million Age of Firm in years
NAME: CPE City, State: La Puente, CA	#16, 17, 19 ELECTRICAL	31,000	90	793907 1000377609	Y	54567	< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: V+E TREE SERVICE City, State: ORANGE CA	TREES #4	28,000-	90	654506 1000001936	N		< $1 million < $5 million X < $10 million < $15 million Age of Firm in years
NAME: INTERSTATE City, State: FONTANA CA	#18 STRIPE	10,000	90	108140 1000866044	N		< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: STPL 5276 (032)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME: STRNDAHL City, State: SUN VALLEY CA	#18 STRIPE	28k		413823 1000913338	N		< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: CAL STRIPE City, State: COLTON CA	#18 STRIPE	13,500		685387 1000001100	N		< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: Superior Pavement City, State: Cypress, CA	#18 STRIPE	14,000		776306 1000001426	N		< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: LA SIGNAL City, State: SAN DIMAS	#16,17,19 ELECT	39,000		858974 10000	Y	4838	< $1 million < $5 million < $10 million X < $15 million Age of Firm in years
NAME: ALL AMERICAN City, State: CORONA	#11 COLD PLANE	29,000		267073 1000001051	N		< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Gardena 2. Contract DBE Goal: 7%
3. Project Description: Street Rehabilitation of 170th Street, JN 944. Federal Aid Project No. STPL 5276 (032)
4. Project Location: 170th Street, from Normandie Avenue to Vermont Avenue
5. Bidder's Name: Sequel Contractors, Inc. 6. Prime Certified DBE: ☐ 7. Bid Amount:
8. Total Dollar Amount for **ALL** Subcontractors: 9. Total Number of **ALL** Subcontractors:

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
16, 17, 19	Electrical	54567	CPE,	31,200

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number:
22. Federal-Aid Project Number:
23. Bid Opening Date:
24. Contract Award Date:
25. Award Amount:

15. TOTAL CLAIMED DBE PARTICIPATION $ 0.00

~~0.00~~ 4.2 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature 27. Date

28. Local Agency Representative's Name 29. Phone

30. Local Agency Representative's Title

16. Preparer's Signature 17. Date 8/11/22

Thomas S. Pack (562) 802-7227

18. Preparer's Name 19. Phone

President

20. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location(s) as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount – Enter the contract award amount as stated in the executed contract.
26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). STPL 5276 (032) Bid Opening Date 8/11/22 CON

The City of Gardena established a Disadvantaged Business Enterprise (DBE) goal of 7.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
The Weekly Bid Flash	8/11/22
Construction Star Inc	8/1/22

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
SEE ATTACHED		

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
All Items of Work	Pick y	1%-100%	Various	0.00% 0.1-49.9%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

see Exhibit 12-b

Names, addresses and phone numbers of firms selected for the work above:

see Exhibit 15-G

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Public plan room in Santa Fe Springs

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

n/a

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
The Weekly Bid Flash	email	SEE ATTACHED
Construction Star Inc	email	SEE ATTACHED

H. Any additional data to support a demonstration of good faith efforts:

n/a

Corey Pack

From: The Weekly Bid Flash <support@theweeklybidflash.com>
Sent: Monday, August 8, 2022 8:04 AM
To: Corey Pack
Subject: Weekly Bid Flash DBE Ad Affidavit - City of Gardena - 170th Street Improvements Project

Proof of Publishing Affidavit

To Whom It May Concern:

Be it known that this is a sworn affidavit that **Sequel Contractors, Inc.** did place an advertisement we published on **8/8/2022** in our nationwide publications, Construction Star, Inc. and The Weekly Bid Flash, seeking Certified Disadvantaged subcontractors and/or material suppliers for the project **City of Gardena - 170th Street Improvements Project** .

A copy of the advertisement is below:

Date Of Advertisement Placement: 8/8/2022

Sequel Contractors, Inc.
An Equal Opportunity Employer,
is requesting quotations from all qualified

sub-contractors and material suppliers for the following project:

City of Gardena - 170th Street Improvements Project

City/Location: **City of Gardena**
Counties: **Los Angeles, Orange, Riverside, San Bernardino**

Owner: **City of Gardena**

Bid Date: Thursday 8/11/2022 at 2:00 PM

We are requesting bids for the following trades and/or supplies:

Bid documents can be viewed at or obtained from:
REQUESTING SUB-BIDS:
FROM ALL QUALIFIED CBE/DBE/DVBE/MBE/WBE/UDBE/SECTION 3 HUD/ CONTRACTORS & SUPPLIERS
CITY OF GARDENA
170TH STREET IMPROVEMENTS PROJECT
PROJECT NO. JN944
Bid Date: August 11, 2022 at 2:00pm

SUB-BIDS AND SUPPLIERS FOR BUT NOT LIMITED TO:
The work to be performed under this Contract consists of but not limited to:
-Traffic Control
-Construction Survey
-Tree Removal
-Remove and Replace Curb and Gutter, Sidewalk, Cross Gutter and Driveway
-Coldmill and Repave AC
-Adjust Manholes and Water Valves
Traffic signing and Striping

Contractors shall furnish all labor services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary for the completion for improvements to the project.

SEQUEL CONTRACTORS, INC.
13546 IMPERIAL HWY. SANTA FE SPRINGS, CA 9 0670
(562) 802-7227 FAX (562) 802-7499

CONTACT: MICHAEL MAHLER
MIKE@SEQUELCONTRACTORS.COM
AN EQUAL OPPORTUNITY EMPLOYER

SEQUEL INTENDS TO SERIOUSLY NEGOTIATE WITH CBE/DBE/DVBE/MBE/WBE/UDBE/SECTION 3 HUD CONTRACTORS & SUPPLIERS/FIRMS
PLANS & SPECS CAN BE VIEWED AT OUR PLAN ROOM
INSURANCE, BONDING AND FINANCIAL ASSISTANCE AVAILABLE

Sequel Contractors, Inc.
13546 Imperial Highway, Santa Fe Springs, Ca
Santa Fe Springs, CA 90670
Phone: (562) 802-7227 **Fax:**
Corey Pack
corey@sequelcontractors.com

Published on 8/8/2022
by The Weekly Bid Flash and The Construction Star
Trade and Focus Publications
located at www.theweeklybidflash.com and www.constar1.com
Phone: 1.800.479.5314 Fax: 1.619.688.0585

This solicitation Ad will run until the bid date

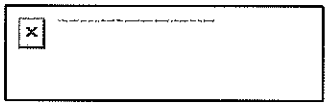
Our publication is a listed approved source by the State of CA , Dept. of General Services, Office of Small Business Certification & Resources, in its Resource Packet.

Since, 1989 our firm has been proud to help businesses reach Certified Disadvantaged firms statewide.

If you should need any further information, please do not hesitate to contact us at 800-479-5314.

Thank you again!

Construction Bidboard Inc.
11622 El Camino Real, Suite 100
San Diego, CA 92130
www.theweeklybidflash.com 800-479-5314



eBidboard™

Message Details

Date: 08/08/22 - 8:15:52 AM

From: Sequel Contractors, Mike Mahler

Related To:

Subject: City of Gardena - 170th Street Improvements Project

Message:
Subject: City of Gardena - 170th Street Improvements Project

REQUESTING SUB-BIDS:
FROM ALL QUALIFIED CBE/DBE/DVBE/MBE/WBE/UDBE/SECTION 3 HUD/ CONTRACTORS & SUPPLIERS
CITY OF GARDENA
170TH STREET IMPROVEMENTS PROJECT
PROJECT NO. JN944
Bid Date: August 11, 2022 at 2:00pm

SUB-BIDS AND SUPPLIERS FOR BUT NOT LIMITED TO:
The work to be performed under this Contract consists of but not limited to:
-Traffic Control
-Construction Survey
-Tree Removal
-Remove and Replace Curb and Gutter, Sidewalk, Cross Gutter and Driveway
-Coldmill and Repave AC
-Adjust Manholes and Water Valves
Traffic signing and Striping

Contractors shall furnish all labor services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary for the completion for improvements to the project.

SEQUEL CONTRACTORS, INC.
13546 IMPERIAL HWY. SANTA FE SPRINGS, CA 90670
(562) 802-7227 FAX (562) 802-7499
CONTACT: MICHAEL MAHLER
MIKE@SEQUELCONTRACTORS.COM
AN EQUAL OPPORTUNITY EMPLOYER

SEQUEL INTENDS TO SERIOUSLY NEGOTIATE WITH CBE/DBE/DVBE/MBE/WBE/UDBE/SECTION 3 HUD CONTRACTORS & SUPPLIERS/FIRMS
PLANS & SPECS CAN BE VIEWED AT OUR PLAN ROOM
INSURANCE, BONDING AND FINANCIAL ASSISTANCE AVAILABLE

This message was sent by an interested party for this bid. A reply to this message will go directly to the sending party.

	Recipients	Method	Phone Number	Fax Number	Status	Date Sent
1	Eric Ruby	Email	(818) 961-9326 x232			8/8/2022 8:15:53 AM
2	Eric Ruby	Fax	(818) 961-9326 x232	(626) 336-7734	Fax Sent	8/8/2022 8:15:55 AM

			4555			8:15:53 AM
41	Carbon Activated Corporation - Dale Kerr	Fax	(310) 885-4555	(310) 763-5126	Fax Sent	8/8/2022 8:15:55 AM
42	Century Paving, Inc. - Robert Jarvis	Email	(714) 522-2910			8/8/2022 8:15:52 AM
43	Chambers Group - Robyn Vallejos	Fax	(949) 261-5414	(866) 261-3100	Fax Sent	8/8/2022 8:15:55 AM
44	Chambers Group - Robyn Vallejos	Email	(949) 261-5414			8/8/2022 8:15:54 AM
45	Coleman Construction, Inc. - Cammie Johnson	Fax	(323) 295-5484	(323) 295-1199	Fax Sent	8/8/2022 8:15:54 AM
46	Coleman Construction, Inc. - Cammie Johnson	Email	(323) 295-5484			8/8/2022 8:15:52 AM
47	CONSOLIDATED CONTRACTING SERVICES, INC. - Estimator	Fax	(949) 661-3499	(949) 661-1058	Fax Sent	8/8/2022 8:15:55 AM
48	Construction Materials Transport - Mark Stratton	Email	(951) 699-6203			8/8/2022 8:15:53 AM
49	DBX Inc. - Lisa Martz	Email	(951) 296-9909			8/8/2022 8:15:53 AM
50	Dominguez General Engineering Inc - Adolfo Dominguez	Email	(909) 461-3658			8/8/2022 8:15:52 AM
51	Dominguez General Engineering Inc - Adolfo Dominguez	Fax	(909) 461-3658	(909) 461-3678	Fax Sent	8/8/2022 8:15:55 AM
52	Doty Brothers Equipment Company - Chris Christy	Fax	(562) 864-6566	(562) 929-9368	Fax Sent	8/8/2022 8:15:55 AM
53	Doty Brothers Equipment Company - Chris Christy	Email	(562) 864-6566			8/8/2022 8:15:53 AM
54	DSS Sweeping & Water Truck Rental - Juan Ibarra	Email	(760) 200-7244			8/8/2022 8:15:53 AM
55	E E ELECTRIC, INC - HENRY ESCAJEDA	Fax	(909) 829-7818	(909) 829-0118	Fax Sent	8/8/2022 8:15:54 AM
56	E-Nor Innovations Inc - Chidi Onumonu	Fax	(310) 513-4115	(310) 513-6299	Fax Sent	8/8/2022 8:15:55 AM
57	E-Nor Innovations Inc - Chidi Onumonu	Email	(310) 513-4115			8/8/2022 8:15:53 AM
58	E.A. MENDOZA, INC. - Paul MENDOZA	Fax	(949) 789-9100	(949) 789-9109	Fax Sent	8/8/2022 8:15:55 AM
59	EAGLE ASPHALT CONSTRUCTION, INC. - Estimator	Fax	(909) 444-5566	(909) 444-8311	Fax Sent	8/8/2022 8:15:54 AM
60	ELECTRICAL & NETWORK SOLUTIONS - SHERRY LANG	Fax	(951) 694-8300	(951) 694-8335	Fax Sent	8/8/2022 8:15:55 AM
61	ELITE ELEVATOR INC - Estimator	Email	(909) 599-2092			8/8/2022 8:15:52 AM
62	ELITE ELEVATOR INC - Estimator	Fax	(909) 599-2092	(909) 599-8669	Fax Sent	8/8/2022 8:15:54 AM
63	Environmental Project Services, Inc. - Jim Dippell	Email	(909) 889-7799			8/8/2022 8:15:53 AM
64	Environmental Project Services, Inc. - Jim Dippell	Fax	(909) 889-7799	(909) 889-7599	Fax Sent	8/8/2022 8:15:55 AM
65	ESS Construction - Joe Nunez	Fax	(909) 673-1912	(909) 673-9560	Fax Sent	8/8/2022 8:15:55 AM
66	ESS Construction - Joe Nunez	Email	(909) 673-1912			8/8/2022 8:15:53 AM
67	Exbon Development Inc. - Janet Lee	Fax	(310) 387-8763	(562) 926-9905	Fax Sent	8/8/2022 8:15:54 AM
68	Exbon Development Inc. - Janet Lee	Email	(310) 387-8763			8/8/2022 8:15:51 AM
69	FAR EAST LANDSCAPE & MAINTENANCE - Estimator	Fax	(818) 402-8411	(818) 292-6282	Fax Sent	8/8/2022 8:15:55 AM
70	FITE CORPORATION - KATHLEEN FITE	Fax	(909) 623-4133	(909) 623-0645	Fax Sent	8/8/2022 8:15:54 AM
71	FORE Engineering Construction, Inc - Estimating Department	Fax	(714) 258-1100	(714) 258-1158	Fax Sent	8/8/2022 8:15:54 AM
72	FORE Engineering Construction, Inc - Estimating Department	Email	(714) 258-1100			8/8/2022 8:15:52 AM
73	G & C INTERNATIONAL TRADE - GERALD JACKSON	Fax	(323) 493-4219	(323) 758-0610	Fax Sent	8/8/2022 8:15:55 AM
74	GARDNER CONSULTING PLANNERS - EMILE GARDNER	Fax	(213) 833-5910	(818) 705-7912	Fax Sent	8/8/2022 8:15:55 AM
75	Gecko Golf Construction, Inc. - Gary Frederick	Email	(714) 697-1711			8/8/2022 8:15:53 AM
76	Genesis Construction - Tia Clark	Email	(951) 652-6977			8/8/2022 8:15:53 AM
77	Genesis Construction - Tia Clark	Fax	(951) 652-6977	(951) 652-0855	Fax Sent	8/8/2022 8:15:55 AM

	TAMARA CASTILLO		0903	0856		8:15:54 AM
116	RBPAC - Robert Bridges	Fax	(866) 631-8022	(866) 631-8021	Fax Sent	8/8/2022 8:15:54 AM
117	RBPAC - Robert Bridges	Email	(866) 631-8022			8/8/2022 8:15:52 AM
118	REYES & SONS ELECTRIC CO - LARRY PARADA	Fax	(818) 365-2030	(818) 365-2035	Fax Sent	8/8/2022 8:15:54 AM
119	REYES CONSTRUCTION, INC. - JOSEPH REYES	Fax	(909) 622-2259	(909) 622-3053	Fax Sent	8/8/2022 8:15:55 AM
120	RJM Design Group - Kristen Schnell	Fax	(949) 493-2600	(949) 493-2690	Fax Sent	8/8/2022 8:15:55 AM
121	RJM Design Group - Kristen Schnell	Email	(949) 493-2600			8/8/2022 8:15:53 AM
122	Roadway Engineering & Contracting Inc. - Eric Alvarez	Fax	(951) 360-6834	(951) 360-7634	Fax Sent	8/8/2022 8:15:54 AM
123	Roadway Engineering & Contracting Inc. - Eric Alvarez	Email	(951) 360-6834			8/8/2022 8:15:52 AM
124	Robert's Landscaping Service - Robert Schulz	Fax	(951) 306-7569	(909) 446-8049	Fax Blocked By Recipient	8/8/2022 8:15:55 AM
125	Robert's Landscaping Service - Robert Schulz	Email	(951) 306-7569			8/8/2022 8:15:53 AM
126	ROCK STRUCTURES CONSTRUCTION COMPANY - ANTONIO PAREDES	Fax	(951) 371-1112	(909) 351-7797	Fax Sent	8/8/2022 8:15:55 AM
127	ROKEL SERVICES TRUCKING - MICHAEL STAFFORD	Fax	(310) 608-2608	(310) 608-2619	Fax Sent	8/8/2022 8:15:56 AM
128	ROYAL CONSTRUCTION - FLORO ROSAL	Fax	(626) 336-2769	(626) 330-5100	Fax Sent	8/8/2022 8:15:55 AM
129	SAMROD CORPORATION_(NOT PART OF 25050) - MICHAEL RODRIGUEZ	Fax	(661) 945-3602	(661) 949-8536	Fax Sent	8/8/2022 8:15:55 AM
130	SCV Electric, Inc. - Ryan McAlister	Email	(661) 775-3946			8/8/2022 8:15:52 AM
131	SCV Electric, Inc. - Ryan McAlister	Fax	(661) 775-3946	(661) 775-1535	Fax Sent	8/8/2022 8:15:54 AM
132	Sequel Contractors - Estimator	Fax	(562) 802-7227	(562) 802-7499	Fax Sent	8/8/2022 8:15:54 AM
133	Sequel Contractors - Mike Mahler	Email	(562) 802-7227			8/8/2022 8:15:52 AM
134	SFM CONSTRUCTORS INC - Estimator	Fax	(951) 693-0265	(951) 693-0162	Fax Sent	8/8/2022 8:15:55 AM
135	SFM CONSTRUCTORS INC - Estimator	Email	(951) 693-0265			8/8/2022 8:15:53 AM
136	SHAMROCK BASE CORPORATION - ROBERT GALVAN	Fax	(323) 223-2366	(323) 223-2360	Fax Sent	8/8/2022 8:15:55 AM
137	Southern California Grading, Inc. - Jonathan Rathmann	Email	(949) 551-6655			8/8/2022 8:15:53 AM
138	SYSTEMS MANAGEMENT INC - Estimator	Fax	(626) 791-1388	(626) 791-1494	Fax Sent	8/8/2022 8:15:54 AM
139	SYSTEMS MANAGEMENT INC - Estimator	Email	(626) 791-1388			8/8/2022 8:15:52 AM
140	TE Roberts Inc - Brian Wagner	Fax	(714) 669-0072	(714) 200-0241	Fax Sent	8/8/2022 8:15:54 AM
141	TE Roberts Inc - Brian Wagner	Email	(714) 669-0072			8/8/2022 8:15:52 AM
142	The Carpet Recyclers - Wes Nelson	Fax	(866) 847-7286	(562) 685-0446	Fax Sent	8/8/2022 8:15:54 AM
143	The Carpet Recyclers - Wes Nelson	Email	(866) 847-7286			8/8/2022 8:15:52 AM
144	TONY'S LANDSCAPING INC - Estimator	Email	(951) 943-0606			8/8/2022 8:15:52 AM
145	TONY'S LANDSCAPING INC - Estimator	Fax	(951) 943-0606	(909) 943-1267	Fax Sent	8/8/2022 8:15:54 AM
146	Trinity Construction - Elyse Power	Email	(909) 337-4301			8/8/2022 8:15:53 AM
147	Trinity Construction - Elyse Power	Fax	(909) 337-4301	(909) 337-9712	Fax Sent	8/8/2022 8:15:55 AM
148	Triumph Geo-Synthetics, Inc - Maria Flores	Email	(714) 237-1550			8/8/2022 8:15:52 AM
149	Triumph Geo-Synthetics, Inc - Maria Flores	Fax	(714) 237-1550	(714) 237-1549	Fax Sent	8/8/2022 8:15:54 AM
150	United Pacific Services, Inc. - Eric Franklin	Fax	(562) 691-4600 x226	(562) 691-8839	Fax Sent	8/8/2022 8:15:54 AM
151	United Pacific Services, Inc. - Eric Franklin	Email	(562) 691-4600 x226			8/8/2022 8:15:52 AM
152	UNITED TRAFFIC SERVICES AND SUPPLY - DORA PINA	Fax	(626) 961-5736	(626) 961-4746	Fax Sent	8/8/2022 8:15:55 AM

BID PROPOSAL

PROJECT NO. JN 944

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Sequel Contractors, Inc., as Principal,
and Travelers Casualty and Surety Company of America, as Surety, are
held firmly bound unto the City of Gardena in the sum of $ 10% of bid :
Ten percent of the total amount of the bid DOLLARS,
(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the City to perform all work required under the following:

PROJECT: 170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the court. Surety hereby waives the provisions of California Civil Code §2845.

SIGNED AND SEALED, this 8th day of August, 20 22.

Sequel Contractors, Inc. (SEAL)
Principal

BY: _____
Signature Thomas S. Pack
President

Travelers Casualty and Surety Company of America (SEAL)
Surety

BY: _____
Signature Douglas A. Rapp
Attorney in Fact

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney–in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 8/2/22 before me, Daniel Bustamante, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Thomas S. Pack, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DANIEL BUSTAMANTE
COMM. #2349514
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MARCH 1, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On August 8, 2022 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RRS2 DEBRA SWANSON COMM. # 2335630 NOTARY PUBLIC·CALIFORNIA ORANGE COUNTY MY COMM. EXP. NOV 10, 2024 RRS2

Signature Debra Swanson (Seal)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas A Rapp** of **LADERA RANCH** , **California** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **August** , **2022** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.





Wallace & Associates
consulting, inc.

Construction Management and Inspection Services for the 170th Street Improvement Project

RFP Response to the City of Gardena

JN 944
August 10, 2022





Dedicated to Providing Quality and Creating Value for our Clients

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August 10, 2022

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 the 170th Street Improvement Project JN 944 (STP-L funded project with a Federal Aid Project No. STPL-5276 (032))

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 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.

We are also including Leighton Consulting, Inc. as our subconsultant for materials testing. W&A has teamed with Leighton on numerous successful roadway projects, and we have a positive and productive relationship with them.

Scope of Services Overview. We understand the City of Gardena is requesting proposals for construction management and inspection services for a Federally Funded project, 170th St. Street Improvement Project JN 944 from Normandie Ave. to Vermont Ave. This project is an STP-L funded project with a Federal Aid Project No. STPL-5276 (032). The project consists of AC resurfacing (coldmill/overlay and Full Depth

replacement), concrete flat work (curb, gutter, sidewalk, driveway approach, curb ramps cross gutters and similar), Removal and replacement of trees, Traffic Signal upgrades (Battery back-up and APS retrofit) and striping/ signages and striping as shown on the plans and specifications. The project will be given a 60 working day construction schedule and construction budget of $470,000. 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,

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
- ✓ Bike trails
- ✓ Bridges
- ✓ Buildings
- ✓ CIPP Rehabilitation
- ✓ Directional drilling
- ✓ Drainage facilities
- ✓ Emergency projects
- ✓ Landscaping
- ✓ Medians
- ✓ Micro tunneling
- ✓ Mitigation areas
- ✓ Parks
- ✓ Playground equipment
- ✓ Pump and lift stations
- ✓ Sewer systems
- ✓ Sidewalks, curbs and gutters
- ✓ Slurry programs
- ✓ Sports fields
- ✓ Storm drains
- ✓ Street lighting
- ✓ Street rehabilitation
- ✓ Streets
- ✓ **Traffic signals**
- ✓ Water storage and distribution
- ✓ Water/Wastewater treatment plants
- ✓ Well drilling and equipping
- ✓ Wet and dry utility installation

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,

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.

Materials Testing Services: Leighton Consulting, Inc.
W&A is currently working, or we have worked with, Leighton where they are providing these same services for projects in Santa Ana, Corona, Rialto, Escondido and for Valley Center Municipal Water District. Leighton has provided geotechnical testing services to public and private sector clients for decades.

Leighton has nearly 60 years of experience providing geotechnical and materials observation and testing of soils, asphalt and concrete for construction quality assurance for municipal infrastructure such as roadways, sidewalks, trails, as well as parking lots. Their experience with pavement rehabilitation projects involves performing observation and testing for soils, aggregates, Portland Cement Concrete (PCC), and Hot-Mix Asphalt (HMA) during construction of streets, curbs and gutters, sidewalks, driveways, and traffic signal foundation. With a roster of more than a dozen local field engineering technicians, they are crossed trained and certified (Caltrans, ACI, and AASHTO) to perform observations and testing for both soils and materials.

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)

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)***

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.

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
- ✓ Certified Payroll Audits
- ✓ Contract Change Orders
- ✓ Daily Extra Work Reports
- ✓ Daily Inspection Reports
- ✓ Discrepancy or Non-Conformance Notices
- ✓ Employee Interviews
- ✓ Final Pay Estimate
- ✓ Invoices
- ✓ Job Site Photos
- ✓ Materials Testing Reports
- ✓ Monthly Progress Reports
- ✓ Operations and Maintenance Manuals
- ✓ Project Certification
- ✓ Project Files
- ✓ Proposed Final Estimate
- ✓ Punch Lists
- ✓ Start-up Plans
- ✓ Weekly Reports
- ✓ 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 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, 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.

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.

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 with 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.

- ✓ W&A/City internal team kickoff meeting and project management plan
- ✓ Familiarity with the project
- ✓ Communication plan
- ✓ Document control
- ✓ Pre-Construction meeting
- ✓ Public relations
- ✓ Bi-weekly progress meetings
- ✓ Pre-Construction documentation
- ✓ RFI's, problems and solutions
- ✓ Quality Assurance (QA)
- ✓ Schedule review and control
- ✓ Special, deputy and soils inspection and materials testing
- ✓ RFI response and tracking
- ✓ Warranty and guarantees
- ✓ Change order review and processing
- ✓ Progress payment processing
- ✓ Construction disputes
- ✓ Finalize punch list
- ✓ Project closeout

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:

- ✓ Construction drawings showing details of the proposed method of construction
- ✓ Phasing, scheduling and sequencing of operations to be performed during construction
- ✓ Methods of pedestrian and vehicular traffic control in the project vicinity
- ✓ Required project signage and notifications to the public
- ✓ Methods of resolving conflicts in the plans and specifications
- ✓ Methods of resolving construction delays
- ✓ Methods of resolving contract change orders
- ✓ Process for coordinating construction with underground utility agencies
- ✓ Review of soil reports, material testing, and construction material submittals
- ✓ 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.

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:

- ✓ Introduction of key personnel
- ✓ Responsibilities of City
- ✓ Safety responsibilities of contractor
- ✓ Overview of project
- ✓ Confirmation of fully executed contract documents and Notice to Proceed
- ✓ Establishment of contract time and completion date
- ✓ Review of working day definition and holiday schedule
- ✓ Identify overall project goals will be identified
- ✓ Provide chain of communication and key contacts
- ✓ Overview of public relations
- ✓ Discuss and define scope, critical design elements, schedule and cost factors
- ✓ Discuss experience and key roles in the project
- ✓ Identify potential issues and critical items
- ✓ Define jurisdictional agencies
- ✓ Discuss master schedule
- ✓ Review sub-contracts
- ✓ Integration of utility coordination activities into schedule
- ✓ Documentation and tracking controls
- ✓ Establish progress payment and change order procedures, scope, schedule and cost change administration, notification requirements, controls, submittal and RFI processes
- ✓ Identify long lead and any substitution and "or-equal" items and testing – review call-out requirements and deputy/ special and testing requirements
- ✓ Review survey for consistency with the design
- ✓ Procedures for labor compliance monitoring and reporting
- ✓ Establish understanding of right-of-way, easements and special access considerations, traffic control, placement of signs (etc.)
- ✓ Questions and answers
- ✓ Discuss action item assignments and procedure

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

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

- ✓ 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

- ✓ 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-Builts: 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.

Section 5 – Scope of Work

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

- ✓ Major decisions made
- ✓ Planned vs. actual schedule
- ✓ Upcoming work schedule
- ✓ Current or unresolved problems
- ✓ Anticipated or pending change orders
- ✓ Discussion of new goals
- ✓ Impacts of problems or change orders on schedule and budget
- ✓ 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-Builts: 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.

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-Builts 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.

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

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 of materials that are not part of the scope and then cost it our 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

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 then 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.

Construction Management and Inspection Services for

City of Gardena—170th ST. STREET IMPROVEMENT PROJECT JN 944

Construction Project Period by Months

Precon

Construction 30 WD's (2 Months)

NTP

Closeout

2022

Allocation	Staff	Role	Sept	OCT	Nov	Dec	Jan	Total Hours	Hourly Rate	Cost
			0	1	2					
Wallace & Associates Staff										
As-Needed	*Carl Wallace, PE*	*Project Principal*	2	2	2	0	0	**6**	**$190**	***$1,140***
As-Needed	*Jonathan Smith, PE*	*Project/Construction Manager*	8	56	40	0	0	**104**	**$190**	***$19,760***
As-Needed	*Cesar Ramirez, EE*	*Senior Construction Inspector*	8	160	80	0	0	**248**	**$140**	***$34,720***
As-Needed	*Teresa Rodriguez*	*Project Administrator*	15	60	45	0	0	**120**	**$84**	***$10,080***
Direct Cost Budget (Reproduction, Postage, Shipping, Incidentals)										***$0***
		Total of Hours	33	278	167	0	**0**	**478**		
									SubTotal CM/CI Fee	***$65,700***
SUBCONSULTANTS										
As-Needed	*Dennis Janda, Inc.*	*Surveying*							*Base scope of work*	***$8,200***
As-Needed	*Dennis Janda, Inc.*	*Surveying*							*As needed—Prepare and process up to 20 Corner Records*	***$3,660***
As-Needed	*Leighton Consulting, Inc.*	*Materials Testing*								***$25,000***
									SubTotal Subconsultant Fee	***$36,860***
									5% Subconsultant mark-up	***$1,843***
									Total Subconsultant Fee	***$40,520***
									Total Estimated CM/CI Fee	***$106,220***

Notes:

1. No premium inspection time is anticipated. Any inspection overtime/Saturday work would be charged at 140% of base rate and any inspection double time, Sundays and Holidays would be charged at 180% of base rate.

2. Hours based upon a 30 working day schedule provided in the RFP. Should schedule change additional fees may be requested.

Section 7 – Appendix

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.

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 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)

City of Fullerton - On-Call Construction Management and Inspection Services
- 4300 N. Harbor Boulevard ($2.5M)
- Chapman Avenue Réhabilitation ($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.

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

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/Garbani 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/Garbani 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/Garbani 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

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 bake 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**,

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.

DENNIS JANDA, PRESIDENT

Project Role – Principal Surveyor and Project Manager

Affiliation: P. L. S. # 6359, State of California
CFS #1379– Certified Federal Surveyor
C. L. S. A. Corporate Member
ACSM Member

Certificates: Certificate in GPS Survey
Certificate in AutoCAD
Certificate in ESRI Software

Education: Palomar College Surveying, 1981-1984
U.C.R. G.I.S. Certificate Program
U.C.R GPS Certificate Program

Experience: Mr. Janda offers 42 years of experience in the land surveying and mapping profession. Mr. Janda is responsible for the scheduling, contract administration and final review of all mapping and surveying projects performed by DJI.

Mr. Janda's expertise managing survey projects began in 1984 for a large Temecula Engineering firm. Mr. Janda was responsible for the administration of proposals, contract management, survey/mapping, personnel training and scheduling. Mr. Janda's overall experience with project research, map/exhibit production, boundary surveys, route surveys, engineering surveys, topographic/photogrammetric control surveys and construction staking is extensive.

Mr. Janda also has comprehensive public works experience working for agencies and municipalities throughout California. As a project surveyor he provides maps, design/route surveys, construction surveys as well providing legal and plats for dedications and map review and checks for processing in adherence to owner's standards and specifications and to the subdivision map act.

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Mr. Janda has extensive experience with both public and private project presentations to city councils, community groups, county board of supervisors, and local agency formation committees.

TRICIA JANDA, VICE PRESIDENT

Project Role – Assistant Surveyor

Affiliation: C.L.S.A. Corporate Member
ACSM – American Congress of Surveying and Mapping

Certificates: AutoCAD Certificate
NGS Precise Digital Leveling Certificate

Education: Westech College – G.I.S. & Geo Spatial Analysis & AutoCAD
Palomar College – Survey Program
NGS Precise Digital Leveling

Experience: Ms. Janda has 23 years of field and office experience along with formal G.I.S., AutoCAD, ArcView and surveying education through U.C.R., Palomar, NGS and Westech Colleges. Ms. Janda has worked with survey field crews and as an office survey technician and field coordinator. As field crew coordinator, Ms. Janda is knowledgeable with construction calculations along with field note reductions. Ms. Janda is also experienced with map preparation such as map check, closure reports, A.L.T.A.'s, legal description and plats and topographic surveys. Ms. Janda has also acquired experience in a several tasks associated with G.I.S. and mapping with several Dennis Janda, Inc. projects.

Ms. Janda has worked as a G.I.S. technician and data capture techniques for the Otay Water District project. Responsibilities for the Otay Water District project included but not limited to mapping research, and precise electronic reproductions of land parcels using record maps or assessor's parcel maps. These parcels were then combined to create the overall parcel base map now used at Otay Water District. Ms. Janda has also assisted in the production of the utility layers. All utilities were constructed from scanned plans inserted into the base map and then rectified to GPS survey positions. Ms. Janda has had training on Arc/Info 10.x, ArcView 10.x, ArcGIS Server 10.x, AutoCAD and Land Desktop/Civil 3D, Microsoft access software and additional custom computer applications designed to enhance the building of information databases.

ROBERT MEYER

Project Role – Survey Party Chief

Certificate: U.C.R.- Spatial Reference
Intermediate G.P.S.

Education: Palomar College, Survey Program
Principles of Land Surveying 1 & 2, Control and Photogrammetry Surveying, Construction and Surveying Mathematics

Experience: Mr. Meyer has 36 years of land surveying experience. He performs field surveys in all phases of boundary, design and construction surveys. He prepares field support calculations and as Chief of Survey schedules field crews and oversees equipment.

Mr. Meyer has vast experience with public works and Caltrans Right of way projects. His experience includes construction staking of state highways, local roadways and bridges.

Mr. Meyer's private industry experience includes commercial and subdivision construction staking. He has also performed boundary surveys, design topo's, aerials, ALTA's, records of survey and drafting of corner records.

Mr. Meyer is well trained in performing field support calculations using the latest software of AutoCAD and Civil 3d. He is also well versed in the use of the latest GPS equipment and software. He also performs first and second order deformation studies.

CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

170th STREET IMPROVEMENT PROJECT, JN 944
FROM NORMANDIE AVENUE TO VERMONT AVENUE

FEDERAL AID PROJECT NO. STPL – 5276 (032)

JULY 2022

CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

170th STREET IMPROVEMENT PROJECT, JN 944
FROM NORMANDIE AVENUE TO VERMONT AVENUE

FEDERAL AID PROJECT NO. STPL – 5276 (032)

Plans and Specifications prepared by:



Gary Essex A. Solsona, PE

Cannon Corporation
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606

Prepared for:

City of Gardena Engineering Division

Approved by:

Allan Rigg — 7/15/22

ALLAN RIGG
Public Works Director / City Engineer

Date

CITY OF GARDENA
NOTICE INVITING BIDS
for
170th ST. STREET IMPROVEMENT PROJECT
FROM NORMANDIE AVE. TO VERMONT AVE.
PROJECT NO. JN 944

Plans and Specifications are available through ARC Document Solutions. Please be advised that there is an additional charge for delivery. Upon payment of the purchase price, they become the property of the purchaser and may not be returned for refund.

You may access the plans through the following website under Public Planroom:

www.crplanwell.com

For help accessing and ordering, please contact a Planwell Administrator at 562.436.9761.

Notice is hereby given that the City of Gardena will receive sealed bids at the office of the City Clerk, City Hall, 1700 W. 162nd Street, Gardena, California, until **2:00pm** on **Thursday, August 11, 2022** and shortly thereafter on this same day, they will be publicly opened and read in the City Council Chambers.

Due to COVID-19 directives, City Hall is closed to the public. As a result, the bid opening will be conducted in video conferencing using ZOOM.US. City Clerk staff members are working regular business hours and are available to accept sealed bid(s). It is highly recommended to mail or drop off bids within the sufficient time. For drop off bids, City Hall entrance has posted City Clerk's Office phone number (310) 217-9565, they will be available to come out and accept bids at your call.

The information to join the bid opening via ZOOM is the following:

Topic: Bid Opening - JN 944
Time: 2:00 PM on August 11, 2022 (Shortly thereafter the deadline)
Join ZOOM Meeting

https://us02web.zoom.us/j/6240599732
Meeting ID: 624 059 9732
Dial by phone: +1 669 900 9128 US

Should you have any questions or concern in delivering a bid or joining the ZOOM Meeting, please contact City Clerk's office at (310) 217-9565 or via email at cityclerk@cityofgardena.org.

All bids must be in writing, must be sealed, and must be plainly marked on the outside: **"BID ON PROJECT NO. JN 944.** Any bid received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned unopened to the bidder.

Bids are required for the entire work as described below:
Removal and replacement of PCC curbs, gutters, sidewalks, curb ramps and driveways, including grinding and paving of AC pavement. And others

ENGINEER'S ESTIMATE: $470,000

The time of completion of contract shall be **[60] working days** as defined in the latest Standard Specifications for Public Works ("Greenbook"). Liquidated Damages, as defined in Section 6-9, shall be **[$1,000] per each consecutive calendar day**.

The City's intent is to issue the Notice to Proceed no later than end of September 2022

Each bidder must submit a proposal to the City, c/o City Clerk in accordance with the Plans and Specifications. Said proposal is to be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Gardena, in an amount not less than 10 percent of the total bid submitted.

The envelope enclosing the proposal shall be sealed and addressed to the City of Gardena c/o City Clerk, and delivered or mailed to the City at 1700 W. 162nd Street, Gardena, California 90247-3778. The envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: CITY, c/o CITY CLERK
(Bidder's Name and Address) _____

(Number and title of this project) _____

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney.

The contractor shall have an active **Class A** license from the Contractor's State License Board at the time of submitting bid.

Pursuant to Public Contract Code Section 22300, the Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the City to insured performance under the contract unless applicable federal regulations or policies do not allow such substitution. Such security shall be deposited with the City, or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City Attorney.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive responsible bidder.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code, California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates of per diem wages are on file at the Gardena City Clerk's office and the office of the City Engineer, and copies shall be made available to any interested party on

request. The prevailing rates of per diem wages referred to herein are hereby made a part of this Notice by reference.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it. Contractor and any Subcontractor under if shall comply with the requirements of said sections in the employment of apprentices.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm).

Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

Award of Contract: The following are conditions to the award of the contract:

I. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract was awarded): and

II. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 17265.5.

Notwithstanding the above, Bidders are further advised that this is a federally assisted construction contract and Federal Labor standards, including David-Bacon requirements will be enforced. These requirements include submission to the City weekly, for each week in which any contract work is performed, a copy of payrolls in accordance with 29 CFR 5.5(a)(3)(1) and (ii). Failure to timely provide accurate and complete payroll reports shall constitute grounds for returning a payment request pursuant to Public Contracts Code section 20104.50. If Federal and State wage prevailing rates are applicable, then the higher of the two shall prevail.

Any questions regarding this bid package maybe referred to William Mendoza, Public Works - Engineering Division at 310.217.9608 or wmendoza@cityofgardena.org

LOCATION MAP

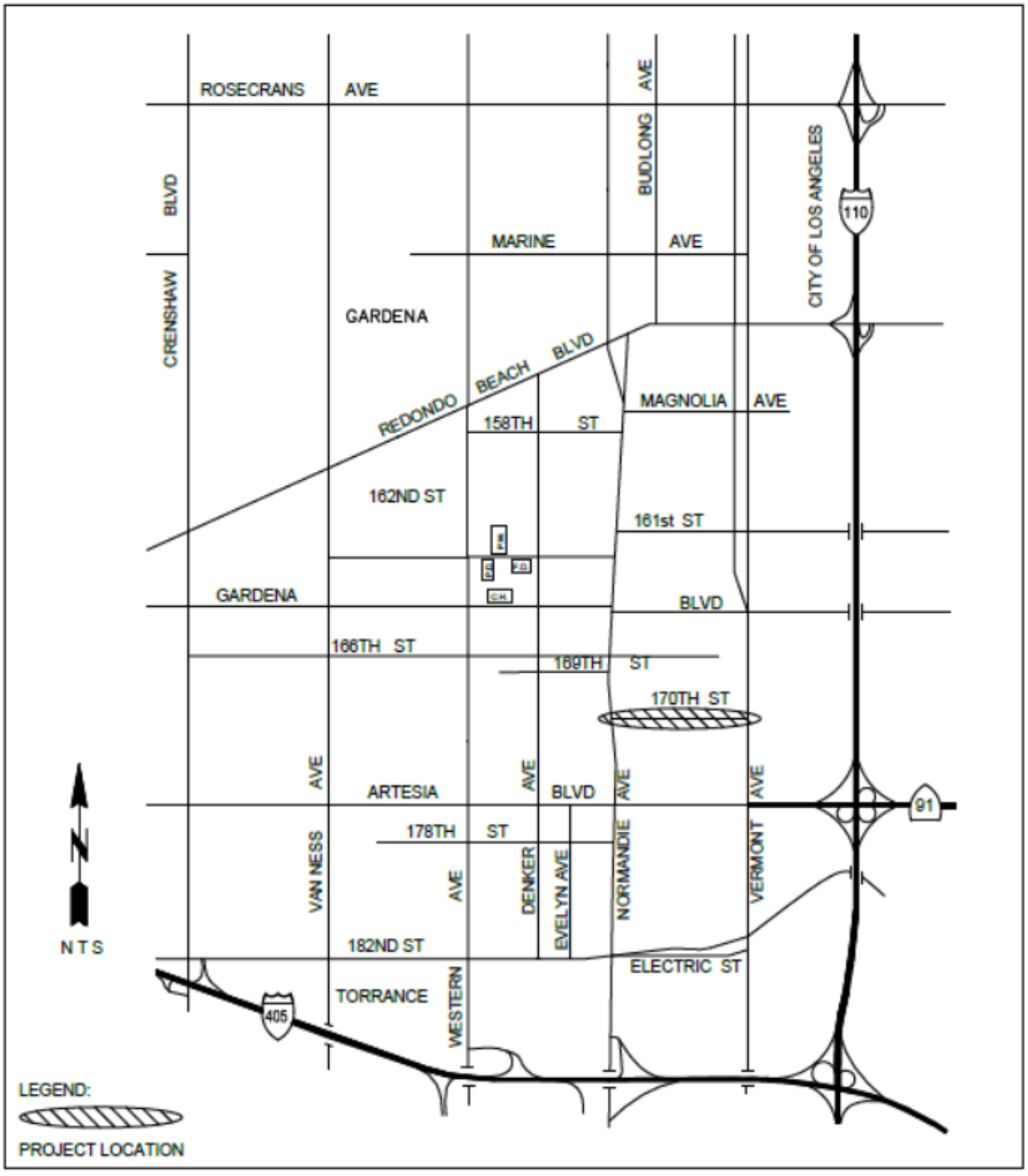


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- Exhibit 12-G : Required Federal-Aid Contract Language
- Exhibit 12-H : Nonlobbying Certification for Federal Aid Contracts.
- Exhibit 17-F : Final Report - Utilization of Disadvantage Business Enterprise (DBE) and First-Tier Subcontractors
- Exhibit 17-O : Disadvantage Business Enterprise (DBE) Certification Status Change

APPENDIX B - Federal-Aid Bid Documents **(Refer to Instructions to Bidders section for the required applicable Federal Bid Forms (provided in Appendix B) to be submitted in Bid Proposal)**

- Exhibit 12-B : Bidder's List of Subcontractor (DBE and Non- DBE)
- Exhibit 15-G : Construction Contract DBE Commitment
- Exhibit 15-H : Proposer/Contractor Good Faith Efforts

APPENDIX C – Federal Wage Rates

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- ST-2 Residential Driveway
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- ST-7 Curb and Gutter
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INSTRUCTIONS TO BIDDERS

PROJECT NO. JN 944

FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms in the project specifications and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids.

PROPOSAL DOCUMENTS

All Proposals shall include the following executed documents to be submitted with each bid:

Bidding Schedule

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Bid Bond

Designation of Subcontractors

Construction Project Reference

Certificate of Non-Discrimination by Contractors

Certification of Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transitions

Federal Bid Forms

- *Exhibit 12-B*
- *Equal Employment Opportunity Certification*
- *Public contract code*
- *Non-collusion Affidavit*
- *Debarment and Suspension Certification*
- *Nonlobbying Certification for Federal-aid contract*
- *Disclosure of Lobbying Activities & Instructions*
- *DBE Exhibit 15-G*
- *DBE Exhibit 15-H*

DELIVERY OF PROPOSAL

The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

MODIFICATIONS AND ALTERNATIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may be grounds for its rejection as non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

DISCREPANCIES IN PROPOSALS

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may be grounds for its rejection as non-responsive. The bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

PROPOSAL GUARANTEE – BIDDER'S SECURITY

Each bidder shall submit with his Proposal cash, an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions herein, the funds represented by said cash, check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as a bid bond forfeiture due the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest responsive responsible bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California as an "admitted surety insurer" and shall be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or nationally chartered bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks (without interest) as provided in Section 2-1.6 of the Special Provisions bound herein.

DISQUALIFICATION OF BIDDERS

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

FAIR EMPLOYMENT PRACTICES DOCUMENTS

Fair Employment Practices Documents are to be submitted by the lowest responsive responsible bidder within three days following the opening of bids. See enclosed instructions and documents on page 19.

CONTRACT DOCUMENTS

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract. Unless extended by agreement of the City, failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page 27.

COPIES OF FEDERAL CERTIFICATE

When the Notice Inviting Bids indicates that this project is a federally funded project and the Bid Proposal is for more that One Hundred Thousand Dollars ($100,000), the bidder and each of its subcontractors shall submit signed copies of the Federal Certificate for Contracts, Grants, Loans and Cooperative Agreements.

BID PROPOSAL DOCUMENTS

170TH STREET IMPROVEMENT PROJECT
FROM NORMANDIE AVENUE TO VERMONT AVENUE

PROJECT NO. JN 944

Contractor: _____

Address: _____

Phone: _____

Fax: _____

License No.: _____

D.I.R. No. _____

Email: _____

To Be Submitted

WITH

Bid Package

BID PROPOSAL

PROJECT NO. JN 944

BIDDING SCHEDULE

TO: CITY OF GARDENA
HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL
CITY HALL
GARDENA, CALIFORNIA 90247

Ladies and Gentlemen:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

PROJECT: 170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within **Sixty (60) working days for base project,** from the date the notice to proceed is issued by the Engineer.

BID SCHEDULE

PROJECT: 170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

Item No.	Item Description	Unit	Approx Quantity	Unit Price in Figures	Item Total
1	Mobilization	LS	1	$	$
2	Traffic Control	LS	1	$	$
3	Construction Survey	LS	1	$	$
4	Remove Existing Tree	EA	20	$	$
5	Remove and Construct Curb & Gutter (8" CF)	LF	550	$	$
6	Remove and Construct Concrete Sidewalk	SF	2,200	$	$
7	Remove and Construct Concrete Spandrels and/or Cross Gutter	SF	1,600	$	$
8	Remove and Construct Driveway (12' Maintenance Driveway)	SF	200	$	$
9	Remove and Construct Concrete Curb Ramp	EA	25	$	$
10	Retrofit Existing Curb Ramp and Install Detectable Warning Surface	EA	2	$	$
11	Cold Mill (1.5" Uniform Thickness) Existing AC Pavement	SF	90,000	$	$
12	Construct 1.5” Thick Asphalt Rubber Hot Mix Pavement	TON	850	$	$
13	Asphalt Pavement Removal and Replace 4” Thick AC Pavement	SF	12,500	$	$
14	Adjust Manhole Frame and Cover to Grade	EA	15	$	$
15	Furnish and Install 24" Box Tree (Crape Myrtle)	EA	20	$	$
16	Install Type E Loop Detector	EA	2	$	$
17	Install Battery Backup System	LS	1	$	$
18	Traffic Striping and Signing	LS	1	$	$
19	Replace Existing Pedestrian Push Buttons with Touchless Accessible Pedestrian Push Buttons	LS	1	$	$

BID SCHEDULE (Continued)

TOTAL CONTRACT BID:

(Figures) _____

(Words) _____

This project is funded with Federal-aid funds and applicable Federal and State of California contract provisions including wage rates and DBE provisions shall apply. Contractor and subcontractors to comply with applicable prevailing wage requirements of the David-Bacon Act Federal Wage Rates as per instructions in the Appendix "A" and California Department of Industrial Relations (DIR) and submit weekly-certified payrolls to the City Engineer. All compensation for complying with these provisions shall be included in the unit price for bid items.

Receipt of Addenda No (s) _____ is hereby acknowledged.

*** In case of error in extension of price into the total price column, the unit price will govern.**

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will paid therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

_____

Name of Bidder

_____

Signature of Bidder

BID PROPOSAL

PROJECT NO. JN 944

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom (www.crplanwell.com). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

_____ _____

Bidder's Signature Date

BID PROPOSAL

PROJECT NO. **JN 944**

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

BIDDER'S DECLARATION (Continued)

7. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

_____	_____
Contractor's Business Name	Contractor (Print) Title
_____	_____
Business Address: Street	Signature Title
_____	_____
City State Zip	Contractor's License No. and Classification
_____	_____
Business Phone Number	Business Fax Number
_____	
Date	
_____	_____
Name Title	Residence: Street
_____	_____
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID PROPOSAL

PROJECT NO. **JN 944**

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ being first duly sworn, deposes and says that he or she is _____ of _____ _____ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

_____
NAME OF BIDDER

_____
SIGNATURE OF BIDDER

_____
ADDRESS OF BIDDER

_____
CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

BID PROPOSAL

PROJECT NO. **JN 944**

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

> "(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."
>
> "(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20___, at _____ _____ *(place of execution)*, California_____.

Signature: _____ Name: _____

Title: _____ Company: _____

BID PROPOSAL

PROJECT NO. JN 944

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal,
and _____, as Surety, are
held firmly bound unto the City of Gardena in the sum of $_____;
_____DOLLARS,
(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the City to perform all work required under the following:

PROJECT: 170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the court. Surety hereby waives the provisions of California Civil Code §2845.

SIGNED AND SEALED, this_____day of _____, 20_____.

_____(SEAL)	_____(SEAL)
Principal	Surety
BY:_____	BY:_____
Signature	Signature

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney–in-fact must be attached.

BID PROPOSAL

PROJECT NO. **JN 944**

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number

Not more than _____%.

BID PROPOSAL

PROJECT NO. **JN 944**

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: _____

Three projects of this type recently completed:

1. Name (Firm/Agency): _____
   Address: _____
   Contact Person: _____ Telephone No.: _____
   Title of Project: _____
   Project Location: _____
   Date of Completion: _____ Contract Amount: $ _____

2. Name (Firm/Agency): _____
   Address: _____
   Contact Person: _____ Telephone No.: _____
   Title of Project: _____
   Project Location: _____
   Date of Completion: _____ Contract Amount: $ _____

3. Name (Firm/Agency): _____
   Address: _____
   Contact Person: _____ Telephone No.: _____
   Title of Project: _____
   Project Location: _____
   Date of Completion: _____ Contract Amount: $ _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

BID PROPOSAL

PROJECT NO. **JN 944**

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM_____

TITLE OF PERSON SIGNING_____

SIGNATURE_____

DATE_____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

_____

_____

_____

_____

_____

_____

BID PROPOSAL

PROJECT NO. **JN 944**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

    d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Name: _____

Title: _____ Company: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CONTRACT DOCUMENTS (CD)

170TH STREET IMPROVEMENT PROJECT
FROM NORMANDIE AVENUE TO VERMONT AVENUE

PROJECT NO. JN 944

To be Submitted
within twenty-one (21) calendar days
AFTER
Award of Contract

CONTRACT DOCUMENT

PROJECT NO. JN 944

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and_____, hereinafter referred to as "CONTRACTOR."

The City and the Contractor mutually agree as follows:

ARTICLE I.

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in a good and workmanlike manner all work required by the Contract Documents for City Project No. JN 944, which is described as follows:

Title: 170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefor, except such labor, materials, equipment and services as are provided in the Contract Documents to be furnished by City.

ARTICLE II.

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefor, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III.

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and the Contractor, are enumerated as follows: Proposal Documents, including the Notice Inviting Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance, and Fair Employment Practices documents; this Agreement; Standard Specifications; Special Provisions; Technical Provisions; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. These form

the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV.

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY

By:_____
MAYOR (Sign)

Date: _____

SEAL

Attest:
By: _____
CITY CLERK (Sign)

Date:_____

CONTRACTOR

By:_____
Sign / Title

Date: _____

Attest: (Contractor)

By:_____
Sign / Title

Date: _____

APPROVED AS TO FORM:
By:_____
CITY ATTORNEY (Sign)

Date: August 29, 2022

CONTRACT DOCUMENT

PROJECT NO. **JN 944**

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to _____,hereinafter designated as the "Principal", a Contract for:

PROJECT: 170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we,_____
as Principal, and_____
as Surety, are held and firmly bound unto the City in the sum of_____
_____
Dollars ($_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and

Surety named herein, on the_____ day of_____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

_____

Signature

[SURETY]

By _____

Title _____

Address _____

_____

Phone No. _____

_____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN 944

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to _____,as Contractor, a contract for the work described as follows:

PROJECT: 170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of /00_____,
Dollars ($_____) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this_____day of _____20_____.

[PRINCIPAL]

By _____

Title _____

_____

Signature

[SURETY]

By _____

Title _____

Address _____

_____

Phone No. _____

_____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN 944

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATED:_____

_____
CONTRACTOR

By_____
Signature

_____
Title

ATTEST:

By_____
Signature

_____
Title

CONTRACT DOCUMENT

PROJECT NO. JN 944

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

170th Street Improvement Project – from Normandie Avenue to Vermont Avenue

Contract/Agreement/License/Permit No. or description:_____

_____

Indemnitor(s) (list all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name_____ Name_____

By:_____ By:_____

TO BE SIGNED BY THE CONTRACTOR

CONTRACT DOCUMENT

PROJECT NO. JN 944

INSURANCE

CERTIFICATION OF INSURANCE (COI) SHALL BE SUBMITTED BY THE CONTRACTOR

1. **COMMENCEMENT OF WORK**. Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

2. **INSURANCE COMPANY REQUIREMENTS.** All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

3. **COVERAGES, LIMITS AND POLICY REQUIREMENTS**. Contractor shall maintain the types of coverages indicated below:

4. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars ($1,000,000) per occurrence or two million dollars ($2,000,000) aggregate.

5. **COMMERCIAL AUTO LIABILITY INSURANCE**. A policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars ($1,000,000) combined single limit per accident.

6. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**. A policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars ($1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

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

7. **POLICY REQUIREMENTS.** The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

   (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.

   (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

   (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

   (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

8. **COURSE OF CONSTRUCTION INSURANCE.** Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

9. **ADDITIONAL REQUIREMENTS.** The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of

changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

10. **DEDUCTIBLES.** Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.

11. **VERIFICATION OF COMPLIANCE.** Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

12. **TERMINATION FOR LACK OF REQUIRED COVERAGE.** If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

13. **EQUIPMENT COVERAGE**. Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

170th STREET IMPROVEMENT PROJECT
FROM NORMANDIE AVENUE TO VERMONT AVENUE

PROJECT NO. JN 944

SPECIAL & TECHNICAL PROVISIONS

The following Special Provisions supplement and amend the "Standard Specifications for Public Works Construction", 2015 Edition. As a reference they have been arranged into a sequence, which parallels the arrangement of the Standard Specifications.

SPECIAL & TECHNICAL PROVISIONS
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SPECIAL PROVISIONS
PROJECT NO. JN 944

PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS.

The Standard Specifications for Public Works Construction ("Greenbook") written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the City. All work shall conform to the 2015 edition, including supplements of the Standard Specifications, the Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the City (defined herein as "Agency") available at the time bids are opened unless otherwise specified in the Contract Documents.

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract Documents.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

SECTION 1 - TERMS, DEFINITION, ABBREVIATIONS, UNITS OF MEASURE AND SYSMBOLS.

1-2 TERMS AND DEFINITIONS. Whenever in the Standard Specification the following terms are used, they shall be understood to mean and refer to the following:

(a)	AGENCY	The City of Gardena, a California municipal corporation.
(b)	BOARD	The City Council of the City of Gardena
(c)	CONTRACT DOCUMENTS	Documents including but not limited to the proposal forms, Standard "Greenbook" Specifications, Special Provisions, Technical Provisions, Notice Inviting Bids, Instructions to Bidders, Bonds, Insurance, Contract and all Addenda setting forth any modifications of the documents.
(d)	ENGINEER	The City of Gardena Director of Public Works/City Engineer or his authorized representative.
(e)	BIDDER	An individual, co-partnership, association or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
(f)	LEGAL ADDRESS OF CONTRACTOR	The legal address of the Contractor to be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
(g)	LABORATORY	An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT.

2-1.1 Proposal. The proposal shall be fully executed and submitted on the forms provided by the Agency and shall be enclosed in a sealed envelope marked and addressed as directed in the "Notice Inviting Bids".

If the proposal is made by an individual, it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her known name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Proposal. Proposals which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the Agency, the Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

2-1.2 Examination of Plans, Specifications and Project Site. Bidders shall read the specifications, review the drawings and examine the existing facilities to fully understand the project in order to plan for the improvements as shown in the contract, including local condition, uncertainty of weather and all other contingencies.

Bidders shall satisfy themselves by personal examination of the proposed work sites, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, drawings, or from the Engineer/Architect of the record , shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the Agency.

2-1.3 Interpretation of Drawings and Documents. If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.

2-1.4 Award of Contract. After the Proposals have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The Agency reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Bids subsequently shown to be mathematically unbalanced would be rejected as nonresponsive.

A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question.

"A bid is mathematically unbalanced if the bid is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the bid must carry its proportionate share of the total cost of the work plus profits."

"A bid is materially unbalanced if there is a reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the Government. Consequently, a materially unbalanced bid may not be accepted."

Award of the Contract, if it be awarded, will ordinarily be made by the Agency within 30 days after opening of the bids. Award will be made to the lowest responsive responsible bidder.

In selecting the lowest responsive responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the Agency that he or his associates are competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agency, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

2-1.5 Execution of Contract. A bidder whose proposal is accepted shall properly sign a written contract with the Agency on the form attached hereto and return said contract together with good and approved bonds and insurance certificates as required by the Contract Documents **within twenty-one (21) calendar days** from the date of the mailing of a notice from the Agency to the bidder, according to the address given by him, of acceptance of his proposal.

Contract bonds and certificates of insurance, if required, shall be filed in all instances before delivering any equipment, materials, or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose proposal is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the Agency enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the Agency, an award may be made to the bidder whose proposal is next most acceptable to the Agency, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California and of the authority of the officer signing the contract and bonds for the corporation to so sign.

2-1.6 Return of Proposal and Guarantee. The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Check or bid bonds of other bidders will be returned when their proposals are rejected or in any event at the expiration of forty-five (45) days from the date of opening bids.

2-5 PLANS AND SPECIFICATIONS.

2-5.2 Precedence of Contract Documents. The order of precedence of contract documents shall be:

FIRST	Requirements of law, including the Code and Ordinances of the City of Gardena.
SECOND	Permits from other agencies as may be required by law.
THIRD	Permits from City of Gardena Departments as may be required by law or ordinance.
FOURTH	The Contract.
FIFTH	The Bid Proposal.
SIXTH	Addenda.
SEVENTH	Notice Inviting Bids.
EIGHTH	Instructions to Bidders.
NINTH	Technical Provisions.
TENTH	Plans.
ELEVENTH	Special Provisions of the Standard Specifications.
TWELFTH	Standard Plans.
THIRTEENTH	Standard Specifications for Public Works Construction (current edition).
FOURTEENTH	Caltrans Standard Plans and Specifications.
FIFTEENTH	Reference Specifications.

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND and THIRD. Detailed plans shall have precedence over general plans.

2-9 SURVEYING

2-9.1 Permanent Survey Markers. The Construction Manager hired by the city shall be required to locate and tie out survey monuments in the project area. Contractor shall coordinate with the CM and ensure such work is undertaken prior to start of construction.

2-9.2 Survey Service. Unless otherwise provided in the Technical Provisions, establishing lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Agency's Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK. When work is performed on a "time and materials" basis, the following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:

1) Labor 20
2) Materials 15
3) Equipment Rental.....15
4) Other Items and Expenditures.....15

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

3-5 DISPUTED WORK.

3-5.1 Retention of Imperfect Work. If any portion of the work done or materials furnished under the contract proves defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make deductions therefor in the payment of the contract item due Contractor as may be just and reasonable.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule. The Contractor's proposed construction schedule shall be submitted to the Engineer within ten (10) working days after the date of the contract execution. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

The Contractor shall include in his bid all costs to perform the work under this contract in stages. The Contractor shall begin and complete work in each stage prior to starting work in subsequent stages unless previous permission is obtained from the Engineer. The contractor shall stage the work to allow parking on the next adjacent streets. Restricting parking on multiple adjoining streets shall require approval of the engineer.

6-1.2 Commencement of the Work. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Gardena and the owners of all utilities and substructures within the Project area not less than 48 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the contractor and is not guaranteed to be complete or correct:

UTILITY COMPANY	***CONTACT***	***TELEPHONE NO.***
Southern California Edison	Alan Mariano	310.783.9338
Southern California Gas	Tech Services Planning: Attn - Lead Planner	310.687.2067
AT&T	Raymond Dove	310.515.4257
	Terence Little	626.817.4252
Gardena Police	Dispatch	310.3237911
L.A. County Fire Dept.		310.323.7911

UTILITY COMPANY	*CONTACT*	*TELEPHONE NO.*
Time Warner Communications	Stan Walker	310.618.9485
Sun ESYS	Jim Hardisky	951.278.0400
Waste Resources of Gardena	(Refuse)	310.366.7600
Golden State Water Co.	Conde Ventura	310.436.6950 x201
	Dave Cathcart	310.436.6951 x100
L.A. County Flood Control	Daryll Chenoweth	626.458.3709
L.A. Sanitation District	Jon Ganz	562.908.4288
Metropolitan Water District	Civil Eng. Substructures Section	213.276.7634
Chevron Pipeline	Al Super	714.228.1506
Underground Service Alert		800.422.4133

The Contractor shall submit periodic Progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION.

6-7.2 Working Day. The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 4:00 P.M., Monday through Friday except holidays. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

If the Contractor works beyond the allowed working hours without prior written approval from the Engineer, the Contractor may be charged Five Hundred ($500) for each occurrence as required by the Engineer. The amount will be deducted from a progress payment or bond.

Contractor hereby acknowledges and shall be required to comply with the provisions of California Labor Code Section 1810 et seq. According to those sections, eight (8) hours of labor shall constitute a legal day's work. Contractor shall pay to the Agency a penalty of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day or forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

6-8 COMPLETION, ACEPTANCE, AND WARRANTY. In addition to the guarantees as required in Section 2-4 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the Agency to insure that defects, which may appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Engineer

within thirty (30) days after written notice thereof by the Agency.

6-9 LIQUDATED DAMAGES. The amount of liquidated damages is hereby amended to **$1,200** for each consecutive calendar day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 General.

7-1.1.1 Contractor's Responsibility for Work. Until the formal acceptance of the work by the Agency, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with 7-3 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

7-1.1.2 Notice and Service Thereof. Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Agency by personal delivery thereof to the City of Gardena Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

General Services - Public Works Department
City of Gardena
1717 W. 162nd Street
Gardena, CA 90247-3778

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

Notification of Property Owners and Tenants - The Contractor shall notify each property owner and/or tenant in the project area in writing five (5) working days prior to the start of construction. If pedestrian or vehicular access to private property is to be blocked, the Contractor shall again notify each property owner and/or tenant in writing five (5) working days prior to construction activities. The Contractor shall provide additional notices when a lapse time occurs during each phase/segment work.

The written notice shall be submitted to the Engineer for approval prior to being delivered.

7-1.1.3 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier.

The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Agency.

The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

7-3 INSURANCE. Refer to the Contract Documents Section, CD-10, for detail requirements.

7-5 PERMITS. The Contractor will obtain, at no cost to the Agency, all permits necessary to perform the work on streets, highways, railways or other rights-of-ways. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to those permits required for night work, overload, blasting and demolition. For private contracts, the Contractor shall obtain all permits incidental to the work or made necessary by its operations, and pay all costs incurred by the permit requirements.

The Contractor and each subcontractor employed upon the work must have or obtain a valid City of Gardena Business License in accordance with the provisions of the Gardena Municipal Code.

7-6 THE CONTRACTOR'S REPRESENATIVE. The Contractor shall furnish the Engineer with the name, address and cell/ business/home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

7-8 WORK SITE MAINTENACE.

7-8.1. General. The Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water in keeping with the AQMD and NPDES requirements. Debris, soil or other matter shall not be washed into storm drains but shall be collected and disposed of in a legal, responsible manner. The construction area shall be cleaned with a power sweeper at the end of every workday and when deemed necessary by the Engineer.

The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Use temporary sandbags to control the site perimeter. At the completion of the project sandbags shall become the property of the City of Gardena and shall be remain in place.

The Contractor shall not spill on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Stockpiling of construction materials or debris on City right-of-way shall be in accordance with the NPDES permit and shall be approved by the inspector. At the completion of work, the Contractor shall thoroughly clean all work areas.

7-8.4 Storage of Equipment and Material.

7-8.4.1 General. All costs associated with the disposal of all excavated or demolition materials, including any gate fees, shall be paid by the Contractor. These costs shall be included in the bid price for the applicable bid items.

Prior to any excavated or demolition material being removed from the construction site the Contractor shall notify the City as to the hauling route and destination for disposal. If the location for disposal is other than a county landfill then the Contractor shall provide the City with written permission and release of liability for the City from the owner of the property where the material will be deposited.

The City has an exclusive agreement with Waste Resources, Inc. and no other firm may provide bulk trash bins in the event the work requires this service.

7-8.4.2 Storage in Public Streets. Construction equipment shall not be stored at the construction site, any public street or publicly owned facilities without approval of the City. Contractor shall store equipment at a contractor's rental yard.

All excavated material that is to be hauled to and disposed of at a County landfill site by the Contractor is subject to a County gate fee based on tonnage.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. Any facilities, structures, water lines, landscaping, surfaces, signs, pavement markings, painted curbs, house numbers, etc., which are damaged during construction shall be restored to the satisfaction of the City. Damaged water lines shall be repaired immediately at no additional cost to the city.

7-9.1 Access to Private Property. The Contractor shall be aware that business and residential access must be maintained at all times. The Contractor shall schedule operations to minimize interference with access to private property.

The main access way to any business or home shall not be completely blocked for more than one four-hour period a day except blockage shall be limited to one twenty-four (24) hour period when concrete is poured.

Temporary access ways shall be provided from the street to the main access way of all businesses and homes by use of traffic rated steel plates or any other method approved by the city.

Payment for this item shall be included in the applicable contract work item.

7-10 SAFETY

7-10.1 Public Convenience and Safety Access. The Contractor shall provide temporary "No Parking" and all other signs which are necessary for the safe and orderly conduct of vehicular traffic as directed by the Engineer and as specified herein. Contractor shall also provide an

approval barricaded area in the parking lane for pedestrian traffic during such time as the parkway is unfit to be used for pedestrian traffic.

At such times as driveways are inaccessible due to the Contractor's work, they shall be blocked by two (2) Class II barricades or one (1) Class II barricade and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a barricade or delineator at each side. The Contractor shall give 24-hour notice to affected property owners prior to blocking any driveway.

The Contractor shall provide access for refuse collection on the regularly scheduled days. He shall also facilitate or assist in the collection where such work is hampered by his operations.

7-10.2 Street Closures, Detours, and Barricades. The Contractor shall not close any street within the City of Gardena without first obtaining the approval of the Engineer. Barricading, traffic control and detour diagrams in connection with street closures shall be submitted by the contractor as required by the Engineer.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook. During adverse weather or unusual traffic or working conditions additional traffic devices shall be placed as directed by the Engineer. All traffic signs and devices shall also conform to the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook.

The Contractor shall provide and maintain Type II barricades along excavation edges parallel to the flow of traffic at a maximum spacing of twenty-five feet. Type II barricades mounted with flashers shall be installed around work areas in parkways. Type II barricades shall have alternating reflective orange and reflective white stripes at an angle of 45 degrees. The strip width shall be in accordance with Table 5-1 "Barricade Characteristics" "Manual of Traffic Controls for Construction and Maintenance Work Zones".

During paving operations, barricades may be supplemented with minimum size eighteen-inch high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty feet. Traffic cones and delineators used within State right-of-way shall be a minimum size of twenty-eight inches high. At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided at the nearest prior intersection. "No Left Turn" signs shall be provided wherever required by the Engineer.

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street, or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Agency will place such necessary items and the Contractor shall be liable to the Agency for providing such devices in accordance with the following provisions:

1. For placing of barricades: $5.00 per barricade for the first day or any part thereof and $2.00 per barricade, per day, for each day thereafter or any part thereof. For flashers: $2.50 per flasher for the first day or any part thereof and $1.00 per flasher, per day, for each day thereafter or any part thereof. For traffic cones: $1.00 per cone for each day or any part thereof.

2. In the event that the services of the Agency are required between the hours of 5:00 P.M. and 8:00 A.M., during the normal week or at any time on Saturday, Sunday or a Agency holiday, there shall be an additional charge to the above set forth minimums of $188.00 for each service trip required.

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Agency. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs.

7-10.2.1 Traffic Control. See Section 10 - Technical Provisions.

7-10.4 Safety.

7-10.4.4 Hazardous Substances. As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify the Agency of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by the Agency; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, the Agency shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the Contract but shall retain all rights provided by the Contract and by law for making protests and resolving the dispute.

7-10.4.4.1 Edison Energized Conductors. Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilized only qualified persons, as hereinafter defined, to work in
proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

> "Qualified Person: A person who by reason of experience or instruction is familiar with the operation to be performed and the hazards involved."
>
> Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

7-10.4.4.2 Emergency Provisions. Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the Agency, an emergency exists of which the Agency is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the Agency, immediate action shall be

considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the Agency may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the Agency may seem reasonable and necessary, all at the expense of the Contractor.

7-14 ANTITRUST CLAIMS. By entry into this Contract, Contractor hereby acknowledges the terms of Section 7103.5 of the Public Contract Code and hereby offers and agrees to assign to the Agency all rights, title and interest in all causes of action it may have as outlined above.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. The Contractor shall provide the class of field office indicated below:

□ Class "A" □ Class "B" □ Class "C"

In the event none of the boxes are marked above, no specific field office will be required, and the use therefor of any field office will be at the Contractor's discretion. The location of any field office shall be as provided on the plans, in these Specifications or as designated by the Engineer.

SECTION 9- MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.2 Partial and Final Payment. The closure date for periodic progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

9-3.5 Work Performed Without Direct Payment. Tools and materials of any class for which no price is fixed in the Proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be paid therefor.

9-4. DISPUTE RESOLUTION.

9-4.1 Requests for Contract Adjustments and Relief. If either Contractor or the Agency believes that it is entitled to relief against the other for any event arising out of or related to the work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in the applicable sections of this Contract.

In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific

contractual adjustment or relief requested and the basis of such request.

9-4.2 Dispute Avoidance and Resolution. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and the Agency each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work under the Contract.

Contractor and the Agency will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and the Engineer.

If a dispute or disagreement cannot be resolved through the Contractor's Representative and the Engineer, Contractor's Chief Executive Officer or similar senior representative and the Gardena City Manager, or designee, upon the request of the other party, shall meet as soon as conveniently possible, but in no case later than twenty (20) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meeting between the parties' senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If, after meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may submit the dispute to binding or non-binding mediation. The mediation shall be conducted in any manner and by any person or mediation association mutually acceptable to the parties.

9-4.3 Arbitration. Any claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 9-4.2 above may be decided by binding or non-binding arbitration. The arbitration shall be conducted in any manner and by any person or arbitration association mutually acceptable to the parties.

9-4.4 Claims Disputes. Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, Section 9-4.3 shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60

days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

END OF SPECIAL PROVISIONS

SECTION 10 - TECHNICAL PROVISIONS

PREFACE: All work and materials shall conform to the "Standard Specification for Public Works Construction", 2015 edition, except as modified by the contract and these Technical Provisions.

10-0. MOBILIZATION.

Mobilization shall include preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of all facilities necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on various Contract items on the project.

Demobilization shall include all work and operations necessary to perform final clean-up, moving personnel, equipment, supplies, and incidentals from the project site, removing all offices and other facilities that were necessary for work on the project, and all other work that must be performed or costs incurred prior to final acceptance of the work.

The Contractor shall furnish equipment sufficient to execute the work within the period allowed in the approved schedule.

The Contractor shall promptly demobilize equipment no longer needed to perform the work.

All facilities (equipment, materials, etc.) required for Contractor's use shall be furnished and maintained by the Contractor at the locations designated on the Contract Drawings or as directed by the Engineer. The City does not permit storage of Contractor facilities (equipment, materials, etc.) in street right of way during non-working hours.

The Contractor shall furnish and maintain adequate number of portable sanitary facilities throughout the project duration for use by their own personnel and Subcontractors.

The security of all materials and equipment in the Contractor storage area shall be the responsibility of the Contractor. The City of Fullerton is not liable for any theft or damage to materials or equipment in Contractor's storage area.

All costs for mobilization and demobilization work shall be included in the contract Lump Sum price for Mobilization, and shall include full compensation for all labor, materials, tools, equipment, and incidentals and for doing all work as shown on the Plans and as specified in these Specifications, and no additional payment will be allowed therefore. Progress payment for this item shall be based on the percentage of completed work under this item, at the time of billing.

10-1. TRAFFIC CONTROL.

A minimum of one lane shall be maintained at all times for a continuous flow of traffic, except as otherwise approved by the Engineer. The Contractor shall maintain ingress / egress for all streets, alley, park and driveways, except when work is required in front of the street, alley or driveway.

The Contractor shall provide two (2) Traffic Advisor Portable Changeable Message Signs, one week prior to the start of construction. The message text will include "MAJOR CONSTRUCTION ON 170TH ST" and start date. The Contractor shall be responsible for providing moving and programming of the changeable message signs

Lane closures shall be allowed between 8:00 a.m. and 4:00 p.m. only. No traveled lane shall be closed overnight without prior City approval. Access to private property shall be maintained at

all times.

"Temporary No Parking" signs shall be posted no more than 100 feet apart at least 72 hours prior to work. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch-high delineators. Signs shall not be posted on trees, traffic signal poles, utility poles, streetlights, or any other street furniture. Signs shall be professionally made of moisture-resistant, heavy-duty cardboard or other approved material. "Temporary No Parking" signs shall be maintained by the contractor at all times and shall be approved by the Engineer prior to posting. Cover existing street signs as directed by the Engineer.

"Temporary No Parking" signs shall be implemented for one week only (M-F) at a time. Signs shall be removed and reposted each week as needed and approved by the City.

DURING PAVING OPERATIONS, THE CONTRACTOR SHALL PROVIDE INDIVIDUALS AND EQUIPMENT DESIGNATED TO PERFORM AND MAINTAIN TRAFFIC CONTROL ONLY. The Contractor shall furnish, place and maintain all temporary traffic control devices required for the safe and orderly flow of vehicular and pedestrian traffic during construction. All Traffic control shall conform to the latest California Manual on Uniform Traffic Control Devices (California M.U.T.C.D.) or Work Area Traffic Control Handbook (W.A.T.C.H. Handbook).

If traffic control measures are not in conformance with these provisions, the project shall be stopped until conformance is attained to the satisfaction of the Engineer.

At locations where excavations are left open overnight, flashing barricades shall be placed along the excavation at a maximum spacing of 20 feet. A minimum of 3 flashing barricades shall be placed at any one excavation.

Temporary striping will be permitted only on base course and pavement to be overlaid. Temporary pavement markings to be placed on new asphalt shall be spaced at 25 ft maximum and shall be removable without damage to the new overlay. Method of temporary markings shall be submitted to the Engineer for approval at the preconstruction meeting.

The Contractor shall submit and obtain written approval of traffic control plans from the Engineer five (5) working days prior to implementing.

Temporary lane closures shall be allowed during working hours specified in these Technical Provisions. Temporary lane closures maintained beyond the normal working hours may have a negative economic effect on the local residential, commercial/industrial business, and traveling public. Unless the Contractor secures prior written approval from the Engineer to maintain temporary lane closures beyond the working hours allowed, the Engineer may deduct a fee from a progress payment or bond for each temporary lane closure maintained beyond the allowed working hours. The fee will be accessed at a rate of Five Hundred ($500) dollars per each travel lane per each thirty (30) minute interval, or fraction thereof as required by the Engineer. In no event will work be allowed past 5:00 p.m.

Payment for "Traffic Control" shall be at the contract lump sum price for all the items specified above and includes, but not limited to, advisory signing, removal and relocation of existing signage, temporary lane markings, construction restriping and removal, warning signs, delineators, barricades, flagmen, safety equipment, maintenance of traffic control, resident and business notifications, all labor, materials, tools, incidentals necessary, and preparation of traffic control plans. Progress payment for this item shall be based on the percentage of work under this item completed at the time of billing.

10-2. EXCAVATION.

Payment for excavation shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-3. ASPHALT PAVEMENT REMOVAL.

The edges of asphalt pavement remaining in place shall be sawcut and shall have clean, solid vertical faces. The edges of asphalt pavement broken during construction shall be resawn and removed before surfacing material is placed at the expense of the Contractor.

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum 4 inches departure from the straight cut every 2 feet.

Payment for asphalt pavement removal shall be considered incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-4. CONCRETE REMOVAL.

Concrete to be removed shall be sawcut to a minimum depth of 5 inches at score marks or as marked by the City. Sawed edges, broken or chipped during construction shall be resawn at the contractor's expense. Increase in concrete quantity due to resawing shall not be considered for payment. Upon concrete removal, the City Parks Superintendent shall be informed to check and approve all roots to be removed. If he determines the tree cannot be saved, removal and planting of a new tree shall be per unit cost.

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum of 4 inches departure from the straight cut within every 2 feet. The edges of Portland cement concrete remaining in place shall be sawcut and shall have clean, solid vertical faces.

Concrete removed shall be replaced within five (5) days after removal. All restorations shall be completed a maximum of five (5) days after concrete placement (i.e. backfill, grading of dirt, asphalt repave etc.) One Hundred dollars ($100) per calendar day and location shall be charged to the Contractor for failure to comply with the above schedule as required by the Engineer.

Payment for concrete removal shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-5. BASE.

The Contractor shall furnish Certified Weight Tickets for material delivered to the job site and deliver it to the Engineer or his representative before the end of the working day.

The City may hire a qualified soils engineer to perform all tests. If the material furnished by the Contractor fails any tests, the Contractor shall remove said material and shall complete the construction of the base with material acceptable to the Engineer at no extra cost to the City.

Payment for base material shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-6. PORTLAND CEMENT CONCRETE.

Concrete shall be 520-C-2500 for curb and gutter, sidewalks, spandrels, cross-gutters, curb ramps, and driveways. Curing compound shall be Type 2 (if required).

10-7. CONCRETE SIDEWALKS.

Concrete sidewalk construction shall include removal and disposal of existing interfering structures, tree roots, objects, soil, etc. Contractor shall remove and replace any inadequate existing base material with compacted CMB.

Any damaged utility boxes, traffic signal pull boxes, etc., shall be replaced. All boxes shall be adjusted to grade and all costs for this work shall be incidental and included in this item of work.

Payment for Remove and Construct Concrete Sidewalk shall be made at the contract unit price per square foot and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete all work, including but not limited to, subgrade preparation, placement and finishing PCC complete-in-place, and no additional compensation will be allowed therefore.

10-8. CONCRETE CURB & GUTTER.

Concrete curb and gutter construction shall include removal and disposal of existing interfering structures, objects, soil, etc.

Curb & gutter to be replaced shall be installed at the same location as the existing on a straight grade across the limits of the replacement.

Payment for Remove and Construct Curb and Gutter (8” CF) shall be made at the contract unit price per linear foot and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete all work, including but not limited to, removal, disposal and construction of adjacent 2-feet wide asphalt hot mix paving (C2 PG64-10) over 6-inch thick C.A.B., subgrade preparation, placement and finishing PCC complete-in-place, and no additional compensation will be allowed therefore.

10-9. CONCRETE CURB RAMP.

Curb Ramp construction shall include removal and disposal of interfering structures, objects and soil. Ramp shall be 4" thick concrete over 6" thick C.A.B.

Included in this construction is the adjustment and protection of sweeps, conduits, pull boxes, utility access frames and covers to finished grade and protection of traffic detectors, stub-outs and homeruns. Traffic detectors damaged by the Contractor's operations shall be replaced at the Contractor's expense.

At locations where street lighting or traffic signal poles encroach into the curb ramp to be installed, concrete pedestals shall be constructed between finished grade and pole bases.

Concrete shall be sawcut along all removal lines. The locations for access ramps are shown on the plans. The Contractor is responsible for inspecting each location prior to submitting a bid. The Contractor shall have five working days to complete the access ramp construction at each location. Otherwise, interim liquidated damages will be assessed in the amount of $250 for every calendar day beyond the fifth day. Day one will be considered as the start of the removal of the existing improvements at each location.

Access ramp limits shall be understood to be contained AT A MINIMUM within a radial line from the BCR (beginning of curb return) to a radial line at the ECR (end of curb return), and to be a minimum width as existing adjacent sidewalk width. In the event that an existing sidewalk joint be located three (3) feet or less to either radial line of the curb return, then the sidewalk panel from the radial line to that joint shall be replaced as well and shall be included in the cost of the curb ramp and no additional compensation will be allowed therefore. Ramp shall be poured separately from curb and gutter (min. 24hrs after curb and gutter).

The Contractor shall verify, with a "smart level", that maximum ramp and sidewalk grades do not exceed maximum grades indicated on the project plans, when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb access ramp locations. It shall be the Contractor's responsibility to supervise and utilize the proper experienced personnel to ensure that the proper saw cut limits are established for all access ramp locations and the Engineer shall not be responsible to direct the Contractor's crews or otherwise serve in this management capacity. The Engineer shall be present to verify the concrete forms, prior to the Contractor pouring any PCC construction improvements for the curb access ramp.

The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum grades indicated on the project plans. Limits of the new access ramp shall be reviewed and approved by the Engineer prior to saw cutting. Typical construction tolerances to construct the new access ramp shall not apply and maximum grades indicated on the project plans shall not be exceeded. The Contractor shall be responsible to remove and reconstruct access ramps at his own cost if ramps are deemed non-compliant with the project plans, the Special Provisions and these Technical Provisions.

Where the type of access ramp includes a retaining curb at the back of access ramp to make up for a difference in elevation between the existing grade and access ramp grade, the construction of said retaining curb shall be considered as part of the access ramp work.

The access ramp construction work shall include protection of traffic signal poles and signs that fall within the proposed access ramp construction limits.

Special Note To Contractor:
Prior to constructing a curb ramp where physical site constraints do not allow the access ramp construction to fully meet the requirements/standard plans as indicated on the project plans, the Contractor shall so notify the Engineer for direction in advance of construction.

Payment for Remove and Construct Concrete Curb Ramp shall be made at the contract unit price per Each and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete all work, including but not limited to, removal, disposal and construction of adjacent curb & gutter, sidewalk, spandrel, cross gutter, and 24 in. wide hot mix asphalt paving (C2 PG64-10) over 6 in. thick C.A.B., subgrade preparation, placement and finishing PCC complete-in-place, installation of cast-in-place detectable warning surface, all retaining curbs, scoring patterns and grooving, protecting existing improvements within and adjacent to the work and for completing all work involved as specified herein, and as shown on the project plans and referenced standard plans and no additional compensation will be allowed therefore.

10-9.1. DETECTABLE WARNING SURFACE.

All curb ramps shall contain detectable warning surfaces. The detectable warning surface required for all curb ramps within the project limits shall be cast-in-place or installed as otherwise approved by the Engineer. Detectable warning surface to be manufactured by Armor Tile Systems (800) 682-2525, www.armor-tile.com or approved equal. The color of the detectable warning shall be yellow. The manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound on cane acoustic quality, or deterioration of the detectable warning surface. The warranty period shall commence on the date of acceptance. Detectable warning surface shall be installed in conformance with the project plans, the Special Provisions, these Technical Provisions and the manufacturer's recommendations. The finished surface shall be free from blemishes.

The Contractor shall submit to the Engineer for review the following items:

A. Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.

B. Samples: Submit two tile samples of the kind proposed for use (minimum size 6" by 8").

C. Materials Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a cast-in-place tactile tile system as certified by a qualified independent testing laboratory.

D. Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile tile and accessory as required.

Payment for Retrofit Existing Curb Ramp and Install Detectable Warning Surface shall be made at the contract unit price per each and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete all work, including but not limited to, removal and disposal of existing concrete surface to install cast-in-place detectable warning surface and for completing all work involved as specified herein, and as shown on the project plans and no additional compensation will be allowed therefore.

10-10. CURB RAMP (MODIFIED).

Curb ramp shall be per Section 18, except concrete spandrel shall be sawcut 6" from curb face and minimum asphalt replacement will be required, if any.

10-11. CONSTRUCTION SURVEY.

The Contractor shall provide all construction surveying to complete the project. All survey work shall be performed by a Land Surveyor registered by the State of California. Work shall be laid out and constructed so as to provide smooth profiles to adjacent improvements and drainage of all surfaces.

Payment for construction survey shall be made at the contract lump sum price and no additional compensation will be allowed therefore.

10-12. DRIVEWAYS, APPROACH, ALLEY INTERSECTION, SPANDRELS AND CROSS GUTTERS.

Construction shall include removal and disposal of interfering structures, objects and soil.

Removal, disposal and construction of adjacent 2-feet wide hot mix asphalt paving (C2 PG64-10) over 6-inch thick C.A.B. shall be included.

Payment for Remove and Construct Concrete Spandrels and/or Cross Gutter shall be made at the contract unit price per square foot and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete all work, including but not limited to, subgrade preparation, placement and finishing PCC complete-in-place, and no additional compensation will be allowed therefore.

Payment for Remove and Construct Driveway (12' Maintenance Driveway) shall be made at the contract unit price per square foot and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete all work, including but not limited to, subgrade preparation, placement and finishing PCC complete-in-place, and no additional compensation will be allowed therefore.

10-13. COLD MILLING.

Payment for cold milling pavement shall be according to the square feet of surface approved for milling irrespective of the actual area milled, the depth of milling, the number of passes required, or the pavement material milled. **There will be no compensation for over milling.**

Any presence of pavement fabric, petromat or irregular material in the existing asphalt pavement section shall be included in the bid item price for "cold milling" and no extra payment shall be made.

Areas of distorted pavement shall also be cold milled to a smooth uniform surface.

COLD MILLED AREAS SHALL NOT REMAIN UNPAVED OVER MORE THAN ONE WEEKEND.

NOTE: ON LOCAL RESIDENTIAL STREETS, COLD MILLED AREAS SHALL NOT REMAIN UNPAVED OVER MORE THAN ONE DAY; ALL COLD MILLED AREAS SHALL BE PAVED THE FOLLOWING DAY.

10-14. CRACK SEALING AND PAVEMENT PREPARATION.

Existing pavement cracks, joints, spalls and cracks around utility patches, shall be sealed as follows:

Cracks, Joint Widths	Required Sealing Method
1/4 " to 1/2 "	Rout to 1/2" wide, 1/2 " deep Fill with Sealant*
1/2" to 3/4"	Fill with sealant*
Greater than 3/4"	Fill with hot mix asphalt paving (F-AR4000)

* Use Type "D" joint sealant to seal P.C.C. to be overlaid with asphalt use Type "A" sealant (color to match existing P.C.C.) in P.C.C., which is not to be overlaid.

All loose material shall be removed from cracks and joints and an approved herbicide shall be applied prior to sealing.

Cracks shall be filled flush with the road surface. Excess material shall be removed.

Sealant shall be applied according to the manufacturer's specifications, which shall be furnished to

the Engineer at the preconstruction job meeting.

Payment for crack sealing and pavement preparation shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-15. PRIME COAT.

Prime coat shall be applied to all subgrade surfaces prior to asphalt hot mix surfacing.

The prime coat shall be Grade SC-250 liquid asphalt uniformity per Green Book requirements.

Payment for prime coat shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-16. ASPHALT TACK COAT.

Asphalt tack coat shall be applied to all existing asphalt surfaces prior to asphalt overlay.

Existing surfaces shall be cleaned utilizing a power sweeper and free of water prior to applying PG 64-10 or SS-1h asphalt tack coat per Green Book requirements. Tack coat shall uniformly cover all areas to be paved.

Payment for asphalt tack coat shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-17. ASPHALT CONCRETE PAVEMENT (AC) BASE REPAIRS.

GENERAL: This work shall consist of grinding, removing and disposing of existing pavement; the preparation of subgrade and furnishing, spreading, placing and compacting of materials for deep lift AC base course repairs to the thickness as shown on the project plans and as directed by the Engineer. This work shall also consists of applying paint binder (tack coat) to all vertical and horizontal surfaces to be joined by new pavement. Placement of the final 1.5-inch ARHM surface course shall be no more than five (5) calendar days after placement of initial AC base course.

SUBGRADE PREPARATION: This work shall consist of preparation of the subgrade and deep lift asphalt concrete pavement.

Subgrade preparation shall conform to applicable provisions of Section 301-1 of the Standard Specifications and shall be compacted to a relative compaction of not less than 95% of maximum density at optimum moisture as determined by California Test Method No. 231 (as modified herein). The area as stated in Test Method No. 231 may be represented by one or more individual test sites, at the discretion of the Engineer. The Contractor shall provide the necessary labor and equipment to excavate to a depth as determined by the Engineer in the field at each test site.

The subgrade shall be watered or dried as required to bring the soil, as close as practicable, to the optimum moisture content for proper compacting and then compacted, as specified, to a relative compaction of not less than 95% in the upper 6 inches. When compaction of the subgrade areas has been properly obtained, only such additional rolling will be required as necessary to obtain a thoroughly compacted subgrade immediately prior to placing the asphalt concrete base course thereon. If compaction of the subgrade is less than 95%, the Contractor shall overxcavate a minimum of 12-inches until suitable subgrade is obtained. The excavated subgrade shall be replaced with minimum 12-inch thick, 3/4" maximum Class 2 aggregate base, as directed by the Engineer.

The City will furnish the first tests at no cost to the Contractor. Any retesting required due to first test failures shall be made by the City's Geotechnical Consultant at the Contractor's expense, cost of which shall be deducted from the Contractor's final payment. Furnishing and applying water as directed by the Engineer shall be considered incidental work, cost of which shall be included in the Contractor's bid price for other items.

MATERIALS: Asphalt base repair shall be Type III-B2, 3/4" maximum conforming to the provisions of Section 203 of the Standard Specifications. The Contractor shall submit the batch plant mix design (including stability test results) to the Engineer for review and approval at least fourteen (14) calendar days prior to commencing any work.

The viscosity grade of paving asphalt and tack coat shall be PG64-10 per Section 203-1.2 of the Standard Specifications. Asphalt binder consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be free from residues caused by the artificial distillation of coal, coal tar, or paraffin, free from water and homogeneous.

CONSTRUCTION: Areas to be sawcut are shown on the project plans and as directed by the Engineer. Cutting shall be accomplished by the use of a power-driven saw. The depth of cut shall be deep enough to provide a clean, straight break without loosening, cracking or damaging adjoining asphalt or concrete.

Distribution, spreading rolling shall conform to the requirements of Section 302-5 of the "Greenbook" Standard Specifications for Public Works Construction, latest edition and these Technical Provisions.

The asphalt concrete for deep lift repairs shall be spread and compacted in lifts of equal thickness not exceeding 0.33 feet in compacted thickness for each lift.

Compacting equipment shall conform to Section 302-5 of the Standard Specifications, except that in very small areas a vibrating tamper, as approved by the Engineer, may be utilized. In general, it is desired that a steel wheeled roller shall always be utilized to finish off each course surface.

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

COLD JOINTS SHALL NOT BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. COLD JOINTS PLACED WITHOUT APPROVAL SHALL BE REMOVED AT THE SOLE EXPENSE OF THE CONTRACTOR.

The Contractor shall establish designated asphalt truck routes and staging areas and shall communicate these routes and areas to truck drivers prior to the arrival at the job site. This plan must be approved by the Engineer five (5) days prior to paving.

Payment for Asphalt Pavement Removal and Replace 4" Thick AC Pavement shall be at the contract unit price per square feet and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete all work, including placing liquid asphalt for tack coat and asphalt emulsion, and overexcavation of minimum 12-inch subgrade to obtain minimum 95% relative compaction and replacement with 12-inch thick aggregate base, and no additional compensation will be allowed therefore. Final quantities shall be measured in the field and based upon a legible copy of a Weighmaster's certificate showing gross, tare and net weight of each truckload of asphalt concrete mixture.

10-18. ASPHALT-RUBBER HOT MIX (ARHM).

Feather join edges shall be made along straight lines by hand raking out all heavy aggregates prior to rolling to produce a smooth uniform surface. Compacted edge along gutter lip shall be 3/8 inch in height.

ASPHALT-RUBBER SHALL BE CLASS ARHM-GG-C, SSPWC SECTION 203-11 WET PROCESS AND SECTION 302-9.

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

JOINTS SHALL NOT BE ALLLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. JOINTS PLACED WITHOUT APPROVAL SHALL BE REMOVED AT THE SOLE EXPENSE OF THE CONTRACTOR.

The Contractor shall establish designated asphalt truck routes and staging areas and shall communicate these routes and areas to truck drivers prior to the arrival at the job site. This plan must be approved by the Engineer five (5) days prior to paving.

CONTRACTOR SHALL REMOVE ALL TRACKED ASPHALT MATERIALS FROM CONCRETE SURFACES AND RAISED PAVEMENT MARKERS.

Payment for Construct 1.5” Thick Asphalt Rubber Hot Mix Pavement shall be at the contract unit price per ton and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete all work, and no additional compensation will be allowed therefore. Final quantities shall be measured in the field and based upon a legible copy of a Weighmaster's certificate showing gross, tare and net weight of each truckload of asphalt-rubber hot mix mixture. This payment shall also be full compensation for furnishing and placing all liquid asphalt used for tack coat.

10-19. PAVEMENT COMPACTION.

The compaction after rolling shall be 95% of the density obtained with the California Kneading Compactor per California Test 304. The field density of the compacted asphalt concrete shall be determined by a properly calibrated nuclear asphalt-testing device. Failed areas shall be removed and replaced at Contractor's expense.

Payment for pavement compaction shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-20. TRAFFIC ACCESS AND ROCK DUST BLOTTER.

Rock dust blotter shall be provided and uniformly applied using a mechanical spreader at a rate of approximately 1.65 kilogram per square meter.

Payment for rock dust blotter shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-21. ADJUST UTILITY ACCESS OPENINGS.

This item covers the adjustment of access manhole frames and covers to grade. This work shall be done in conformance with City of Gardena Standard Plan ST-9.

All other access openings including, but not limited to, water valves, gas valves, and pull boxes shall also be adjusted to grade to be flush with the finish pavement surface.

Adjustment of these facilities, including coordination with facilities owned by others, shall be made at the contract unit price per each and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete all work, and no additional compensation will be allowed therefore.

10-22. TRAFFIC MARKINGS AND RAISED PAVEMENT MARKERS.

Furnishing and installation of traffic markings shall include all work required to place raised pavement markers, thermoplastic material and curb paint. Legends, limit lines, and crosswalks shall consist of thermoplastic material with glass bead finish.

Striping work and materials shall conform to the provisions of the Standard Specifications of the State of California, Department of Transportation, latest edition, and the Traffic Manual of the State of California, Department of Transportation. Installation of traffic markings shall be completed within 5 working days of paving.

Payment for the installation of traffic signs, striping, legends, and pavement markers, shall be at the lump sum price for Traffic Striping and Signing and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved as specified in the project Signing and Striping Plan, the Special Provisions and these Technical Provisions and no additional compensation will be allowed therefore. This item also includes all work involved in installation, removal, adjustment of signs and posts as specified in the project plans. Payment shall include restoration of all existing Stop Bars, Stop Legends, and paint color on curbs prior to removal of existing improvements.

10-23. FIRE HYDRANT MARKING.

Each fire hydrant in the project area shall be marked by placing a double-sided raised pavement marker with reflective blue markings on each side. The marker and adhesive shall be equivalent to Caltrans pavement markers.

Place one marker 6 inches from street centerline toward hydrant on a line projected approximately perpendicular to curb. Place two markers if hydrant is on a corner, one on each street.

Payment for fire hydrant marking shall be considered included in the lump sum price for Traffic Striping and Signing and no additional compensation will be allowed therefore.

10-24. SPLICING.

All conductor splicing shall conform to Section 86-2.09 of the Standard Specifications of the State of California, Department of Transportation, latest edition. All detector loop wire and lead-in cable shall be soldered at every splice or connection.

10-25. LOOP DETECTORS AND LEAD-IN CABLE.

Loop detector wire shall be Type 2 and loop detector lead-in cable shall be Type B per Section 86-5.01A(4) of the State of California, Department of Transportation Standard Specifications, and latest edition.

Payment for Install Type E Loop Detector shall be made at the contract unit price per each for approved loop detectors and lead in cable and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved and no additional compensation will be allowed therefore.

10-26. TREE REMOVAL.

Remove and dispose of existing tree, stump and roots. Grind roots minimum of 12" from top of grade. Backfill with select material and prepare for P.C.C. construction or tree replacement where shown.

Payment for Remove Existing Tree shall be made at the contract unit price per each and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved and no additional compensation will be allowed therefore.

10-27. TREE PLANTING.

Tree species shall be 24" box (species as noted). Payment for this item shall include the following:

A. All material and work for planting of the tree.
B. One-year maintenance period. If a tree requires replacement within the one-year maintenance period, the new tree shall also have a one-year maintenance period from the date of acceptance.

Note: City will tag trees prior to installation. Total maximum distance to tag all trees shall be limited to 80 miles roundtrip and 3 locations. Otherwise, trees shall be brought to the City for approval prior to planting. Rejected trees shall be removed from the job site immediately.

Payment for Furnish and Install 24" Box Tree (Crape Myrtle) shall be made at the contract unit price per each and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved and no additional compensation will be allowed therefore.

10-28. MAINTENANCE AND GUARANTEE.

Maintenance period shall be 60 days and shall commence after work has been completed and approved by the City of Gardena Council.

All trees shall be guaranteed by the contractor for the maintenance period. Contractor liability shall cover cost of labor, equipment and materials to replace trees of similar size during the covered period.

Payment for Sixty (60) Day Maintenance Period shall be made at the contract lump sum price and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved and no additional compensation will be allowed therefore.

10-29. INCIDENTAL WORK.

All work and materials required by the plans and specifications, and not specifically listed in the bid schedule items of work, shall be considered incidental and no additional payment shall be allowed therefore, unless otherwise specified in the contract cost estimate. Incidental items shall include, but not be limited to, implementation of the SWPPP and Best Management Practices for the

protection of storm drain structures; adjusting utility access covers to grade; sawcutting; excavation and disposal of materials; survey; traffic control and coordination of utilities, and prevention and/or restoration of asphalt pavement tracking.

10-30. INSPECTIONS.

Inspection shall be made once a day for areas ready for inspection. Areas or items that fail inspection or that are not ready for inspection shall be rescheduled by the contractor.

Inspection of the work shall not relieve the contractor of the obligation to fulfill all conditions and requirements of the contract.

10-31. ASPHALT TRACKING PREVENTION AND MITIGATION.

The purpose of this section is to address any tracking related problems caused by the Contractor. The City requires that all streets adjacent to the project remain track free during and after construction. Contractor shall prevent and mitigate asphalt tracking on all adjacent surfaces. The use of water or any other methods approved by the Engineer may be utilized. If tracking is present at the end of the workday, the Contractor shall use steam cleaning and a vacuum truck to remove tracking from all affected areas to the satisfaction of the Engineer.

Payment for asphalt tracking prevention and mitigation shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-32. ESTIMATED QUANTITIES.

The quantities shown on the Bid Schedule are approximate only. The Contractor will be paid for the actual quantities of work based on approved field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications. Additional bid item work shall be completed within the total working days in these specifications. Additional working days maybe allowed with the approval of the Engineer.

10-33. SUBMITTALS.

Provide submittals as requested by the Engineer.

10-34. CONSTRUCTION WATER.

The Contractor shall obtain a construction water meter from Golden State Water including required deposit and fees. The Contractor shall pay for the water used, at the current water rates. All arrangements for construction water shall be made by contractor with Golden State Water at Contractor expense.

10-35. UTILITIES LOCATION.

The Contractor shall provide coordination with all utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of “Underground Service Alert-Southern California” for utility locating in all public right-of-ways by calling 811 or 1-800-227-2600 at least 48 hours prior to any excavation.

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by the owner as provided in the Standard Specifications. The Contractor shall take special precautions in determining the precise location and depth of these structures and coordinate work with the utility to ensure that they will not be damaged by its operations.

Payment for utilities location shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

10-36. BATTERY BACKUP SYSTEM.

The Contractor shall furnish and install a 24-volt Dimensions Battery Backup System (BBS), or approved equal, for use with a Type 332 system (rack-mount) as detailed on plans for the signalized intersection at Normandie Avenue and 170th Street. The Contractor shall furnish new and install all necessary cables, wiring harness, and all other equipment and incidentals, including batteries, to connect the UPS to the traffic signal controller cabinet wiring harness to provide the intended operation.

The BBS shall consist of, but not be limited to, the following:

- 19” rack mount Inverter/Charger (with RS232 and Ethernet port)
- Combined Manual Bypass Switch – 511016
- 12 VDC, 79 AH Group 24 AGM batteries (four per system) – 390003
- All necessary hardware and interconnect wiring
- Install battery swing out shelves

The BBS shall be installed per the manufacturer’s guidelines.

The Contractor shall at his own expense, arrange to have a technician, qualified to work on the BBS assembly and employed by the BBS assembly manufacturer, or his representative, present at the time the equipment is turned on. The Engineer shall be notified at least two working days prior to the beginning of the functional test period.

BATTERY BACKUP CABINET

The BBS system is to be installed on a Type 332, a separate battery cabinet shall be furnished and installed to house the batteries. The inverter shall be mounted inside the traffic signal cabinet, preferably at the top.

The battery cabinet shall be mounted to the side of the signal cabinet at a minimum height of 30" above the foundation.

Payment for Install Battery Backup System shall be made at the contract lump sum price and shall include full compensation for installing the Battery Backup Systems in the traffic signal cabinets, and installing batteries, rack-mount inverter, connection for power, side-mounted cabinet to house batteries, and rack-mount swing shelves, including all labor, materials, appropriate connectors, tools, equipment and incidentals, and for doing all the work involved in installing Battery Backup System, complete in place, as shown on the plans and specified in the Standard Specifications, the Special Provisions and these Technical Provisions, and directed by the Engineer. No additional compensation shall be allowed.

10-37 ROADSIDE SIGNS.

A. Remove Roadside Signs
Existing roadside signs to be removed at locations shown on the plans shall be removed and properly disposed of outside the public right-of-way.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

B. Relocate Roadside Signs
Existing roadside sign shall be removed and installed at new locations shown on the plans. Each roadside sign shall be installed at the new location on the same day said sign is removed from its original location.

C. Install Roadside Signs
Roadside signs shall be installed at the locations shown on the plans or where directed by the Engineer and shall conform to details shown on the plans and the provisions in Section 56-2, "Roadside Signs", of the Standard Specifications.

Payment for roadside signes shall be considered included in the lump sum price for Traffic Striping and Signing and no additional compensation will be allowed therefore.

10-38 TOUCHLESS ACCESSIBLE PEDESTRIAN PUSH BUTTONS.

Pedestrian push button assemblies and detector loops shall conform to the provisions of Section 86-5, “Detectors,” of the State Standard Specifications and these Technical Provisions.

New pedestrian push buttons shall be ADA compliant (50mm diameter), Type B, Polara Bulldog No. BDL3-B (momentary, non-latching), or approved equal, with a stainless-steel button, black body on a green frame. Pedestrian push button signs shall conform to the details shown on the plans. Fasteners used shall be stainless steel tamper proof screws for pedestrian push-button assemblies. Pedestrian calls to the controller shall be independent, by phase, and not as concurrent thru-phase pairs. Pedestrian signal ground wires shall not have splices between the poles and the controller cabinet unless approved by the Engineer or his representative in the field. All pedestrian signal ground wires shall be joined and grounded within the controller cabinet.

APS must be on the Authorized Material List for Accessible Pedestrian Signals or Touchless Accessible Pedestrian Signals.

An APS must comply with the *California MUTCD*, chapter 4E, and must:

1. Have an audible speech message that plays when the push button is actuated. The accessible pedestrian signal must have at least 5 audible message options.
2. Have a push button locator tone that clicks or beeps.
3. Allow the pushbutton to activate the pedestrian phase during any failure of the APS features.
4. Have a controllable and programmable volume level and messaging.
5. Be weatherproof and shockproof.
6. Weigh 7 lb maximum.
7. Measure 16 by 6 by 5 inches, maximum.
8. Have a switch for a push button.

9. Have a vibrotactile device on the push button or on the arrow.
10. Have an internal weatherproof speaker.
11. Have a microphone that senses the ambient sound level.
12. Include touch-free technology.

Theft-proof bolts used for mounting the enclosure to the standard must be stainless steel with a content of 17 percent chromium and 8 percent nickel. The enclosure must be shaped to fit the pole's curvature.

The color of a metallic housing must match color no. 33538 of AMS-STD-595.

The color of a plastic housing must match color no. 17038, 27038, or 37038 of AMS-STD-595.

The separation between adjacent holes used for conductors and mounting must be at least twice the diameter of the larger hole.

The speaker grills must be located on the surface of the enclosure. The speakers must not interfere with the enclosure or its mounting hardware.

The signal interface cable between the APS and the pedestrian signal head must be rated for outdoor use and have a:

1. Four no. 18 stranded tinned copper conductors with a minimum insulation thickness of 15 mils
2. Cable jacket with a minimum thickness of 20 mils and rated for a minimum:
    2.1. 300 V(ac)
    2.2. 176 degrees F
3. Nominal outside diameter less than 350 mils
4. Conductor color code of black, white, red, and green

Touch-free technology must:
1. Activate a pedestrian phase when a pedestrian hand motion is detected during a set time interval
2. Have user adjustable detection area and time interval parameters
3. Detect the pedestrian hand motion up to a 6-inch range from the face of the sensor within a minimum ± 45-degree cone zone from the center of the sensor.

MEASUREMENT AND PAYMENT

This item shall be measured as lump sum for Touchless Accessible Pedestrian Push Buttons complete in place.

Payment for Replace Existing Pedestrian Push Buttons with Touchless Accessible Pedestrian Push Buttons shall be made at the contract lump sum price and shall include full compensation for installing the Touchless Accessible Pedestrian Push Buttons~~,~~ including all labor, materials, tools, equipment and incidentals, for doing all the work involved in installing the Touchless Accessible Pedestrian Push Buttons, and for removing, salvaging, and installing the existing sign on the existing push button frame onto the new push button frame, complete in place, as shown on the plans and specified in the Standard Specifications and these Special Provisions, and directed by the Engineer. No additional compensation shall be allowed.

END OF TECHNICAL PROVISIONS

APPENDIX A - FEDERAL-AID CONTRACT PROVISIONS

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that at date of bid opening the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the

notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. BID OPENING The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
    - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 60 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County Gardena the sum of $ 1,000 per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

(https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	 19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____approval for this submitted information before the prime contractor starts work. The City/County of_____credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature_____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____

Print Name: _____

Title:_____

Telephone No.:_____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
JN 944	STPL 5276 (032)	City of Gardena	

5. Contractor/Consultant	6. Business Address	7. Final Contract Amount

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
		JN 944					
		JN 944					
15. ORIGINAL DBE COMMITMENT AMOUNT $			16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant's item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. Total - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor's preparer.
21. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
JN 944	STPL 5276 (032)	City of Gardena	

5. Contractor/Consultant	6. Business Address	7. Final Contract Amount

8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)	13. Comments

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

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INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. DBE Certification Number - Enter the DBE's Certification Identification Number.
11. Amount Paid While Certified - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. Certification/Decertification Date (Letter Attached) - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. Comments - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
16. Phone - Enter the area code and telephone number of the person signing the form.
17. Date - Enter the date the form is signed by the contractor's preparer.
18. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify
that the contracting records and on-site performance of the DBE(s) has been monitored.
19. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
20. Phone - Enter the area code and telephone number of the person signing the form.
21. Date - Enter the date the form is signed by the Local Agency Representative.

APPENDIX B – Federal -Aid Bid Doucments

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: STPL 5276 (032)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: STPL 5276 (032)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Gardena 2. Contract DBE Goal: 7%
3. Project Description: Street Rehabilitation of 170th Street, JN 944. Federal Aid Project No. STPL 5276 (032)
4. Project Location: 170th Street, from Normandie Avenue to Vermont Avenue
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: _____
22. Federal-Aid Project Number: _____
23. Bid Opening Date: _____
24. Contract Award Date: _____
25. Award Amount: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature _____ 27. Date _____
28. Local Agency Representative's Name _____ 29. Phone _____
30. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION $ 0.00

0.00 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____
18. Preparer's Name _____ 19. Phone _____
20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location(s) as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount – Enter the contract award amount as stated in the executed contract.
26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). STPL 5276 (032) Bid Opening Date _____ CON

The City of Gardena established a Disadvantaged Business Enterprise (DBE) goal of 7.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

APPENDIX C – Federal Wage Rates

FEDERAL WAGE RATES

Federal Wage Rates are not physically incorporated in the contract advertising package and are available online at the following website:

https://wdolhome.sam.gov

Select: " **Search Wage Determinations**"

Applicable wage rates can be accessed by the following 2 options:

Option 1: **Select: "Keywords":**

Enter **CA22** and hit enter
Select: **Davis-Bacon Act WD #: CAxxxxxx22**

Option2: **Selection Criteria noted below:**

Select:	Construction (DBA)
State:	California
County:	Los Angeles
Construction Type:	Highway
Select:	**Davis-Bacon Act WD #: CAxxxxxx22**

Applicable Federal Wage Rates shall also be accessed by the Contractor within 10 days before bid opening to check for any revisions and shall be acknowledged as part of the bid submittal. The final contract documents signed by the City and the Contractor will physically include the Federal Wage Rates, or Federal Wage Rates as revised within 10 days prior to bid opening or by addendums, if any such addendums have been issued.

"General Decision Number: CA20220022 08/19/2022

Superseded General Decision Number: CA20210022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/25/2022
4	03/04/2022
5	04/01/2022
6	04/29/2022
7	08/05/2022
8	08/12/2022
9	08/19/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 32.09	19.66

ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 46.03	38.81

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* BRCA0004-007 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 41.53	19.48

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER	$ 35.90	14.11
TILE FINISHER	$ 30.47	12.52
TILE LAYER	$ 43.09	18.31

BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER	$ 35.43	14.10
TERRAZZO WORKER/SETTER	$ 43.61	14.63

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 51.60	16.28
(2) Millwright	$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler	$ 51.85	16.28

(5) Sawfiler.....$ 51.69 16.28
(6) Scaffold Builder.....$ 42.80 16.28
(7) Table Power Saw
Operator.....$ 51.70 16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 51.60	16.28
STOCKER/SCRAPPER	$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer	$ 21.85	7.15

ELEC0011-004 07/25/2022

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician	$ 55.05	3%+29.37
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		
Journeyman Transportation Electrician	$ 55.05	3%+29.37
Technician	$ 41.29	3%+29.37

FOOT NOTE:
CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:
Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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* ELEC0011-005 12/27/2021

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer	$ 43.87	3%+15.03
Technician	$ 33.30	3%+27.82

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media,

multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems
1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead &		

underground distribution
line equipment).....$ 50.00 21.30
(3) Groundman.....$ 38.23 20.89
(4) Powderman.....$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC	$ 61.34	36.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 48.25	27.20
GROUP 2	$ 49.03	27.20
GROUP 3	$ 49.32	27.20
GROUP 4	$ 50.81	27.20
GROUP 5	$ 48.96	25.25
GROUP 6	$ 51.03	27.20
GROUP 8	$ 51.14	27.20
GROUP 9	$ 49.29	25.25
GROUP 10	$ 51.26	27.20
GROUP 11	$ 49.41	25.25
GROUP 12	$ 51.43	27.20
GROUP 13	$ 51.53	27.20
GROUP 14	$ 51.56	27.20
GROUP 15	$ 51.64	27.20
GROUP 16	$ 51.76	27.20
GROUP 17	$ 51.93	27.20
GROUP 18	$ 52.03	27.20
GROUP 19	$ 52.14	27.20
GROUP 20	$ 52.26	27.20
GROUP 21	$ 52.43	27.20
GROUP 22	$ 52.53	27.20
GROUP 23	$ 52.64	27.20
GROUP 24	$ 52.76	27.20

GROUP 25.....$ 52.93 27.20

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)

GROUP 1.....$ 49.60 27.20
GROUP 2.....$ 50.38 27.20
GROUP 3.....$ 50.67 27.20
GROUP 4.....$ 50.81 27.20
GROUP 5.....$ 51.03 27.20
GROUP 6.....$ 51.14 27.20
GROUP 7.....$ 51.26 27.20
GROUP 8.....$ 51.43 27.20
GROUP 9.....$ 51.60 27.20
GROUP 10.....$ 52.60 27.20
GROUP 11.....$ 53.60 27.20
GROUP 12.....$ 54.60 27.20
GROUP 13.....$ 55.60 27.20

OPERATOR: Power Equipment (Tunnel Work)

GROUP 1.....$ 50.10 27.20
GROUP 2.....$ 50.88 27.20
GROUP 3.....$ 51.17 27.20
GROUP 4.....$ 51.31 27.20
GROUP 5.....$ 51.53 27.20
GROUP 6.....$ 51.64 27.20
GROUP 7.....$ 51.76 27.20

PREMIUM PAY:

$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar

types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms);

Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000

auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment

operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane

operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor

drill combination operator; Tugger hoist operator (2 drum);
Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is

the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 56.40	30.00
(2) Dredge dozer	$ 50.43	30.00
(3) Deckmate	$ 50.32	30.00
(4) Winch operator (stern winch on dredge)	$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 49.23	30.00
(6) Barge Mate	$ 49.84	30.00

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2022

	Rates	Fringes
Brick Tender	$ 37.32	23.18

LABO0300-003 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 42.54	21.04
GROUP 2	$ 42.86	21.04
GROUP 3	$ 43.32	21.04
GROUP 4	$ 44.01	21.04
LABORER		
GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04
GROUP 5	$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine

grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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* LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		

GROUP 1.....$ 48.50 21.37
GROUP 2.....$ 47.55 21.37
GROUP 3.....$ 44.01 21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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* LABO1184-001 07/01/2022

Rates Fringes

Laborers: (HORIZONTAL DIRECTIONAL DRILLING)
(1) Drilling Crew Laborer...$ 40.69 18.25
(2) Vehicle Operator/Hauler.$ 40.86 18.25
(3) Horizontal Directional Drill Operator.....$ 42.71 18.25
(4) Electronic Tracking Locator.....$ 44.71 18.25

Laborers: (STRIPING/SLURRY SEAL)
GROUP 1.....$ 41.90 21.32
GROUP 2.....$ 43.20 21.32
GROUP 3.....$ 45.21 21.32
GROUP 4.....$ 46.95 21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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* LABO1414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 38.92	23.32
PLASTER TENDER	$ 41.47	23.32

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395	$ 39.50	22.92
Remainder of Los Angeles County	$ 43.63	22.92

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER	$ 43.45	23.39

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

---

PAIN1247-002 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.75	14.03

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 38.50	25.91

PLUM0016-001 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars,		

restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space.....$ 52.20 24.38
Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....$ 39.91 22.71
All other work except work
on new additions and
remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space and work on
strip malls, light
commercial, tenant
improvement and remodel
work.....$ 53.83 25.36

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 36.85	24.75
Sewer & Storm Drain Work	$ 40.94	22.13

ROOF0036-002 08/01/2022

	Rates	Fringes
ROOFER	$ 43.47	19.52

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-013 04/01/2022

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER	$ 43.25	26.77

SFCA0709-005 01/01/2021

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	$ 48.71	29.15

SHEE0105-002 07/01/2021

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	$ 30.14	10.74
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equpment.....	$ 27.47	10.72

SHEE0105-003 01/01/2022

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	$ 50.23	29.60
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	$ 48.28	29.46

SHEE0105-004 01/01/2022

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 39.08	28.84

TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 32.59	30.59
GROUP 2	$ 32.74	30.59
GROUP 3	$ 32.87	30.59
GROUP 4	$ 33.06	30.59
GROUP 5	$ 33.09	30.59
GROUP 6	$ 33.12	30.59
GROUP 7	$ 33.37	30.59
GROUP 8	$ 33.62	30.59
GROUP 9	$ 33.82	30.59
GROUP 10	$ 34.12	30.59
GROUP 11	$ 34.62	30.59
GROUP 12	$ 35.05	30.59

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete

truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

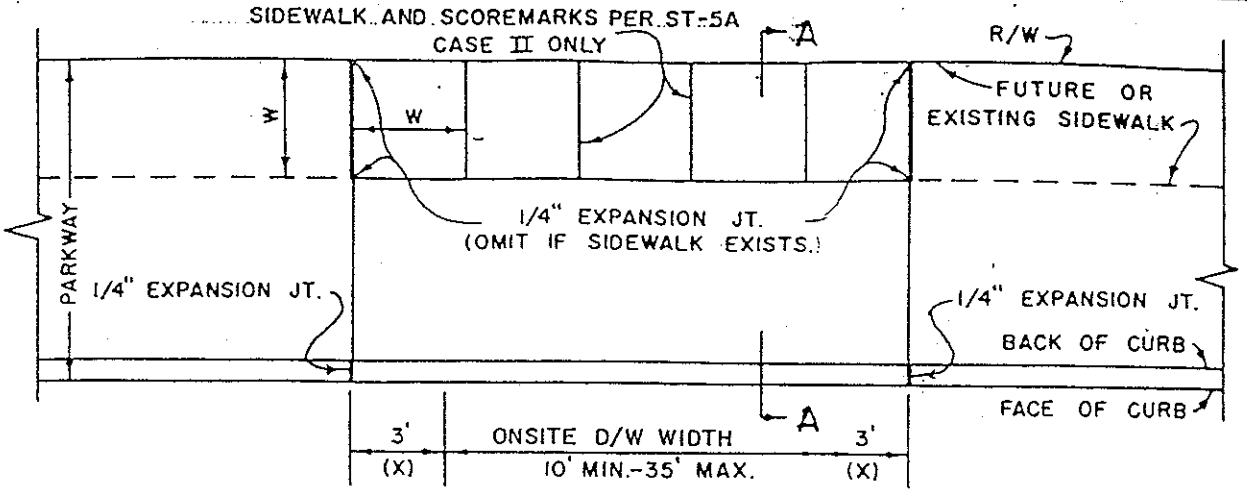
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

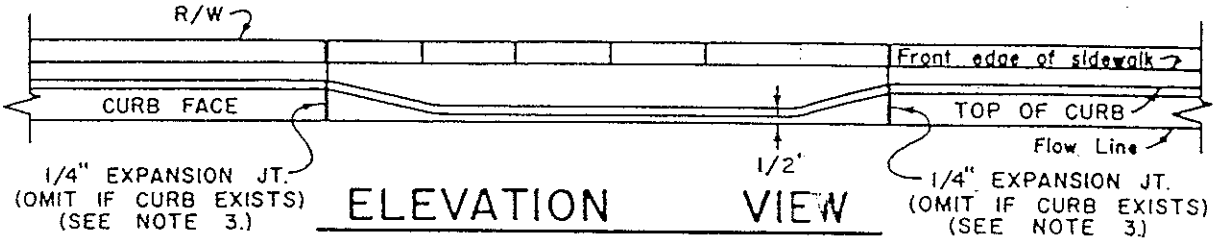
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END OF GENERAL DECISIO"

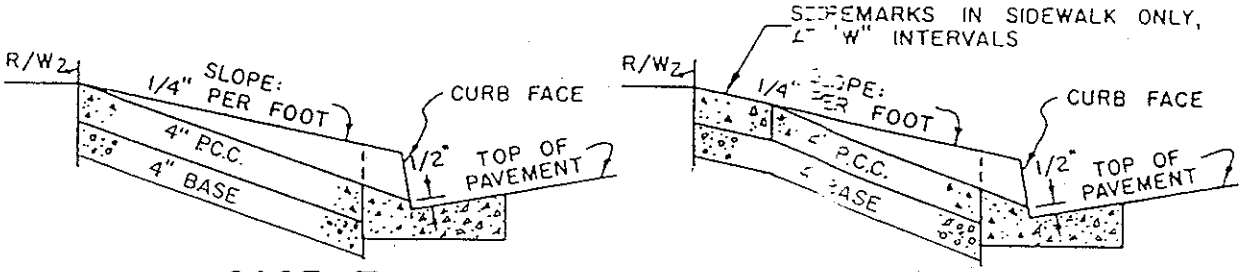
APPENDIX D – City Standards



PLAN VIEW



ELEVATION VIEW



CASE I
(SEE NOTE 5.)

SECTION A-A

CASE II
(SEE NOTE 4.)

NOTES

1. MINIMUM 20' OF FULL HEIGHT CURB REQUIRED BETWEEN DRIVEWAYS SERVING THE SAME LOT.
2. NO MORE THAN 60% OF LOT FRONTAGE SHALL BE USED FOR DRIVEWAY.
3. SAWCUT EXISTING CURB AT TOP OF "X" FOR JOIN.
4. WHEN PARKWAY IS 10' OR MORE, MEET SIDEWALK GRADE AT FRONT OF SIDEWALK.
5. WHEN PARKWAY IS LESS THAN 10', STRAIGHT GRADE FROM CURB DEPRESSION TO BACK OF SIDEWALK. REMOVE INTERFERING EXISTING SIDEWALK.
6. BASE SHALL BE CRUSHED AGGREGATE BASE PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."
7. PORTLAND CEMENT CONCRETE SHALL BE CLASS 520-C-2500 PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."
8. COARSE BROOM FINISH ON DRIVEWAY.
9. FINE HAIR BROOM FINISH ON SIDEWALK - CASE II ONLY.

REVISIONS: 11-1-76 KEC
4-29-92 AD

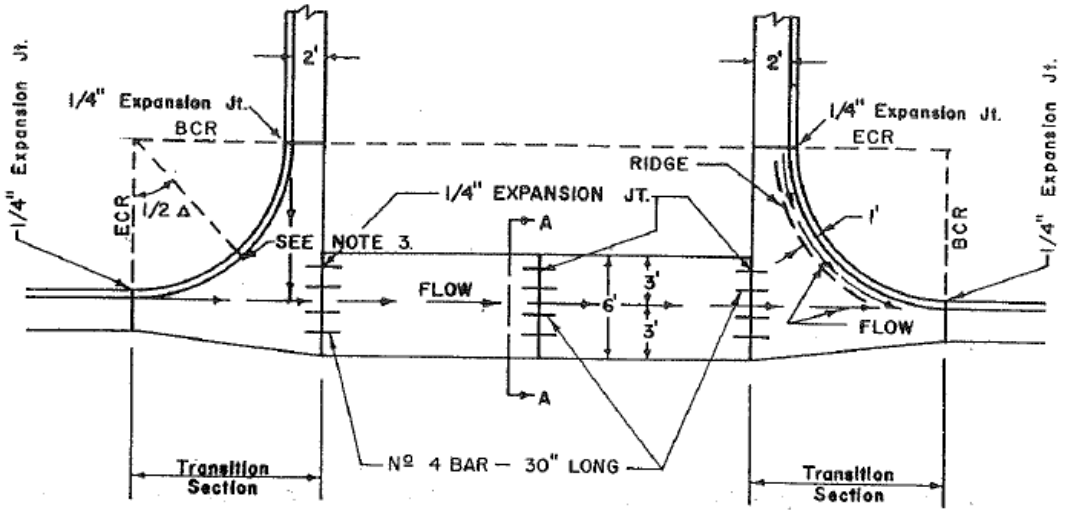
CITY OF GARDENA — DEPT. OF PUBLIC WORKS — ENGINEERING DIVISION

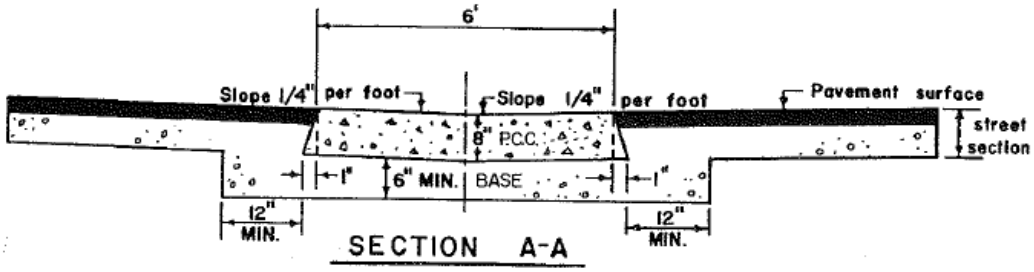
TITLE: RESIDENTIAL DRIVEWAY

APP. BY: Frank Gutierrez 10-13-70
ASST. CITY ENGINEER R.C.E. NO. 14862 DATE

DESIGNED BY		
DRAWN BY	LED	10-5-70
CHECKED BY		

DWG. NO. ST-2





SECTION A-A

NOTES

1. BASE SHALL BE **CRUSHED AGGREGATE BASE PER** "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."
2. PORTLAND CEMENT CONCRETE SHALL BE CLASS 520-C-2500 PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUTION."
3. **THE FLOW LINE SHALL BE RAISED TWO INCHES AT THE MIDPOINT TO EXPEDITE DRAINAGE.**
4. **THE FLOW LINE SHALL HAVE AN 8" WIDE STEEL TROWEL FINISH & ALL OTHER HORIZONTAL SURFACES SHALL HAVE A COURSE BROOM FINISH.**

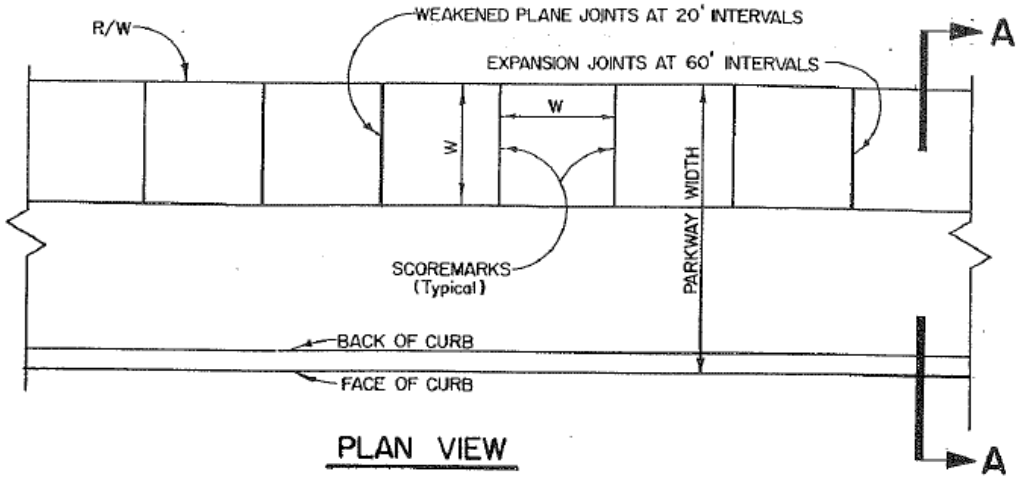
CITY OF GARDENA — ENGINEERING DIVISION

TITLE: **CROSS GUTTER**

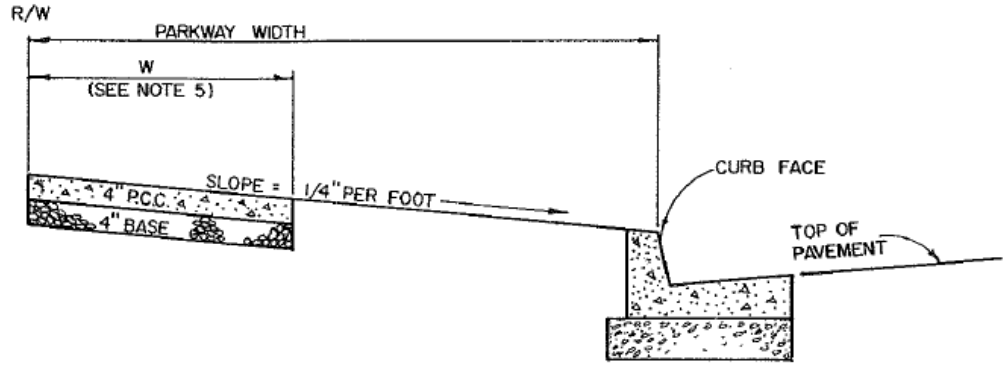
APP. BY: [signature] DATE 12/14/98

DESIGNED BY		
DRAWN BY	A.W.D.	12/16/98
CHECKED BY		

DWG. NO. ST - 3



PLAN VIEW



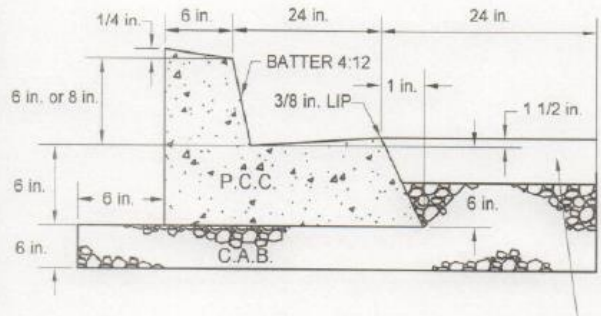
SECTION A-A

NOTES:

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."
2. WHERE EXISTING CONCRETE IS TO BE REMOVED, IT SHALL FIRST BE SAWCUT AT THE NEAREST SCOREMARK.
3. BASE SHALL BE CRUSHED MISC. BASE PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION".
4. "W" SHALL BE A MINIMUM OF 5' ON ARTERIAL & COLLECTOR STREETS, AND A MINIMUM OF 4' ON LOCAL STREETS.
5. FULL PARKWAY SIDEWALK, CONSTRUCTED PER STANDARD ST-5B, IS PERMITTED FOR MULTIPLE RESIDENTIAL ZONES WHICH FRONT ON ARTERIAL OR COLLECTOR STREETS.
6. NO SAWCUT ON CONTROL LINES.

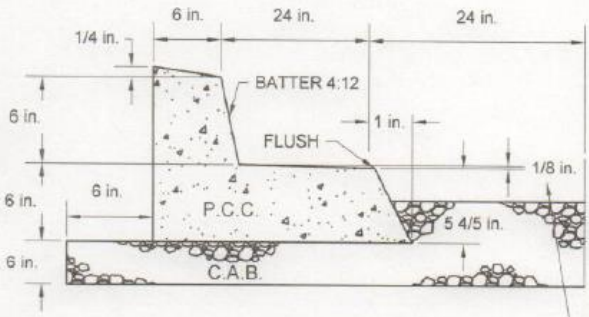
NOTE:
NEW SIDEWALKS WILL REQUIRE CRUSHED MISCELANEOUS BASE.
SIDEWALKS (REPLACEMENT OF SIDEWALK) RECOMPACT EXISTING BASE MATERIAL.

CITY OF GARDENA			ENGINEERING DIVISION
TITLE: **RESIDENTIAL SIDEWALK**	APP. BY: [signature]		12/16/98 DATE
	DESIGNED BY		
	DRAWN BY	A.W.D.	12/16/98
	CHECKED BY		
			DWG. NO. ST - 5A



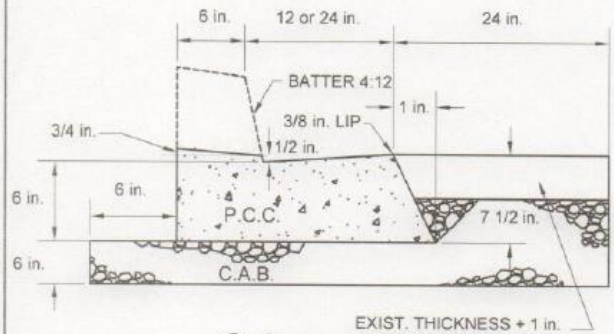
C-1

EXIST. THICKNESS + 1 in.
3 in. MIN. C2 PG 64-10
ASPHALT CONCRETE



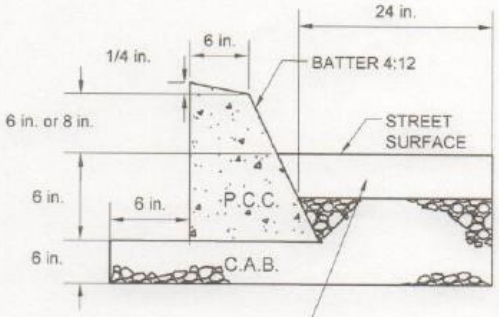
C-3

EXIST. THICKNESS + 1 in.
3 in. MIN. C2 PG 64-10
ASPHALT CONCRETE



C-2

EXIST. THICKNESS + 1 in.
3 in. MIN. C2 PG 64-10
ASPHALT CONCRETE



C-4

EXIST. THICKNESS + 1 in.
3 in. MIN. PG 64-10
ASPHALT CONCRETE

NOTES:

1. 1/2 IN. EXPANSION JOINTS SHALL BE PLACED EVERY 60 FT. WEAKENED PLANE JOINTS PLACED EVERY 20 FT.
2. BASE SHALL BE CRUSHED AGGREGATE BASE PER THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
3. PORTLAND CEMENT CONCRETE SHALL BE 520-C-2500 PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
4. ALL EXPOSED CORNERS ON P.C.C. CURBS AND GUTTERS TO BE ROUNDED WITH 3/4 IN. RADIUS.
5. ALL ASPHALT CONCRETE AND P.C.C. TO BE REMOVED SHALL BE SAWCUT AT REMOVAL LIMITS. (MIN 5 IN. SAWCUT.)

CITY OF GARDENA | PUBLIC WORKS DEPARTMENT | ENGINEERING DIVISION

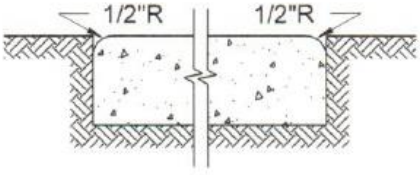
TITLE: CURB AND GUTTER

APP. BY: _____ CITY ENGINEER — 5/27/2015 DATE

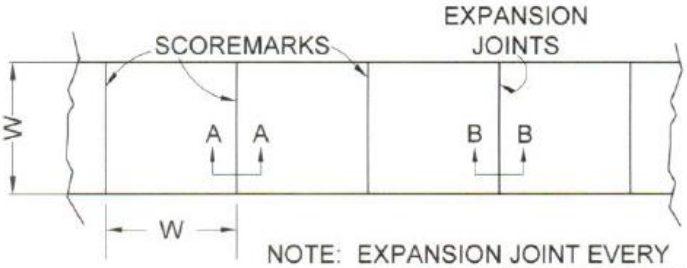
DESIGNED BY	JC	5/6/15
DRAWN BY	RS	5/6/15
CHECKED BY	JF	5/6/15

DWG. NO. ST - 7

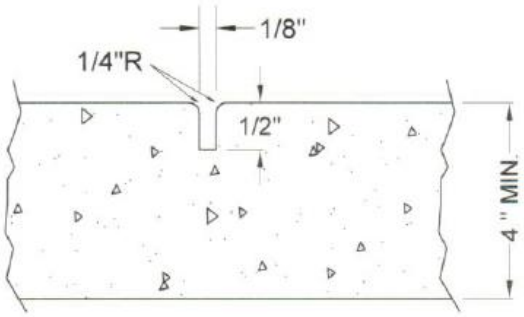
SCOREMARKS AND EXPANSION JOINTS IN STRAIGHT SIDEWALK



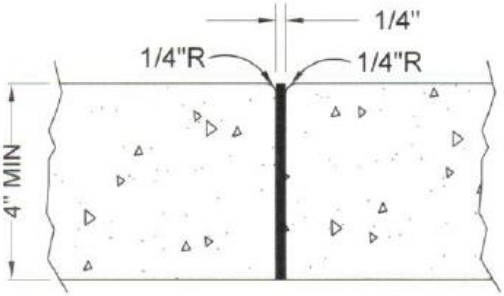
SIDEWALK
CROSS SECTION



NOTE: EXPANSION JOINT EVERY
60' AND WEAKENED PLANE
JOINTS EVERY 20'

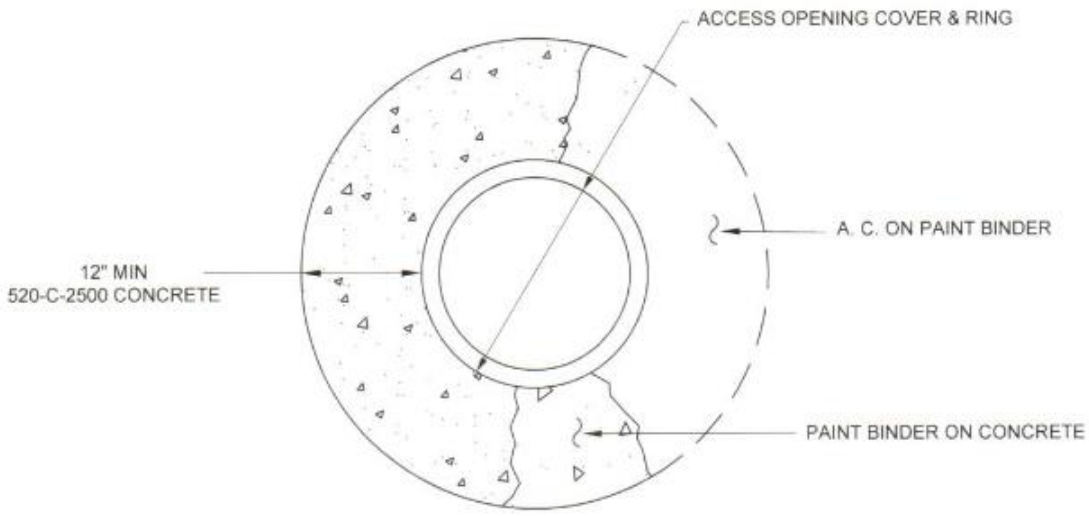


TYPICAL SCOREMARK
NOT TO SCALE
SECTION A - A



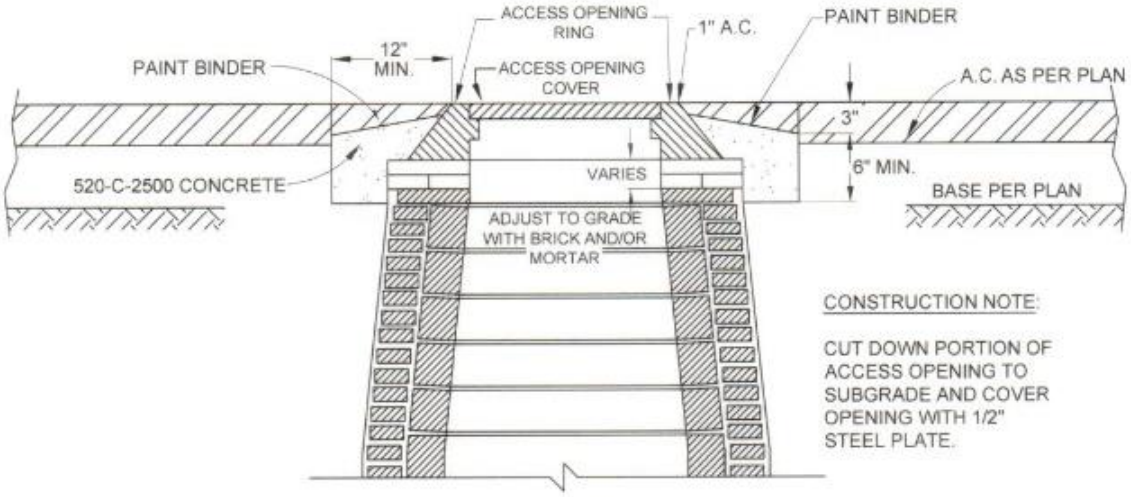
TYPICAL EXPANSION JOINT
NOT TO SCALE
SECTION B - B

CITY OF GARDENA	PUBLIC WORKS DEPARTMENT	ENGINEERING DIVISION	
TITLE: SCOREMARKS & EXPANSION JOINTS	APP. BY: CITY ENGINEER	DATE 8/3/2016	
	DRAWN BY	SS	7/11/16
	CHECKED BY	JF	7/11/16
	DWG. NO.	ST-8	



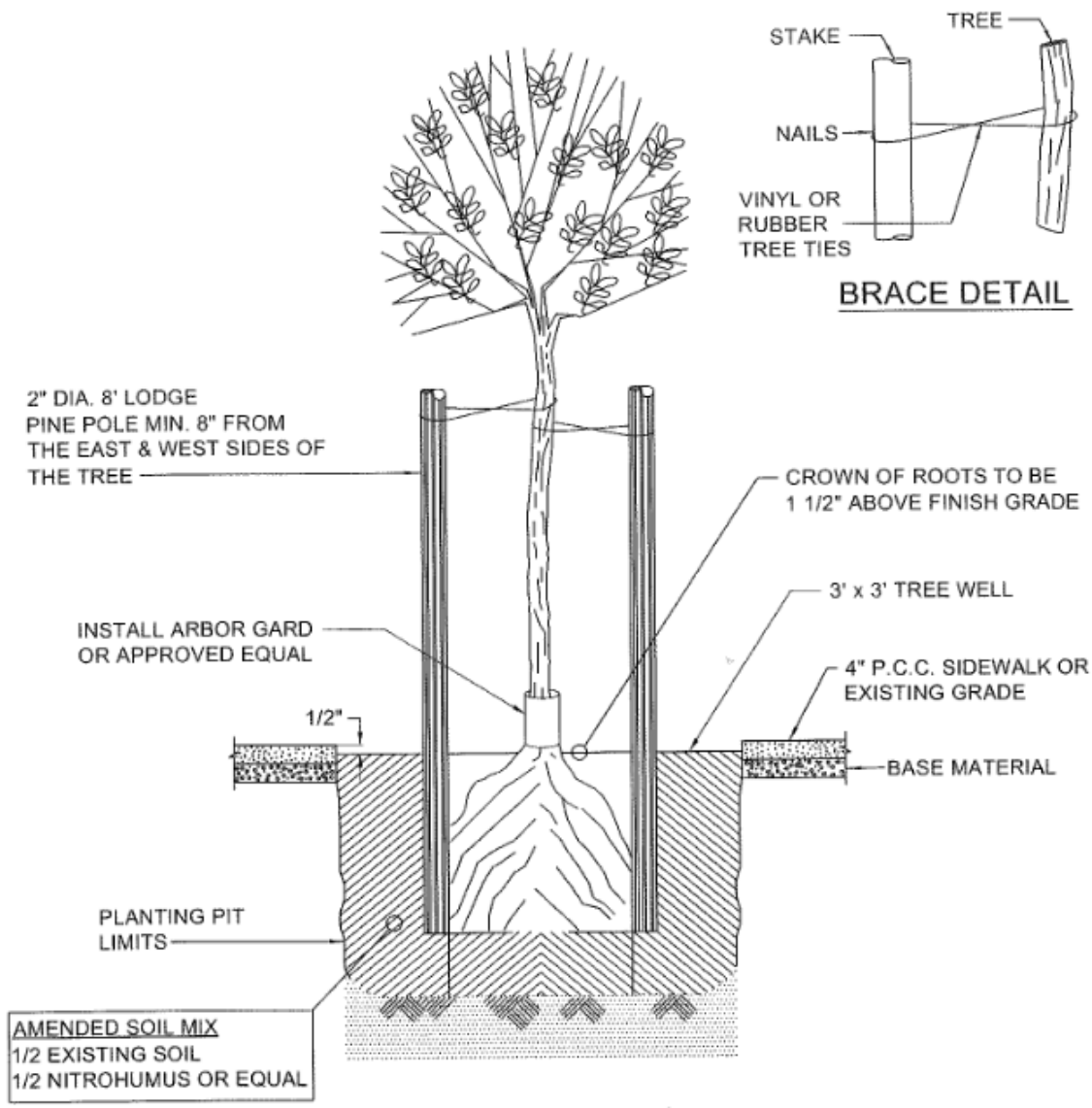
PLAN VIEW

CONCRETE SHALL BE PLACED WITH A MINIMUM DISTANCE OF 12" AROUND THE LIP OF THE ACCESS OPENING RING.



CROSS SECTION

CITY OF GARDENA	PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION			
TITLE: ACCESS OPENING ADJUSTMENT	APP. BY: CITY ENGINEER		DATE 8/3/2016	
	DRAWN BY	SS	7/11/16	DWG. NO. ST- 9
	CHECKED BY	JF	7/11/16	



CITY OF GARDENA — ENGINEERING DIVISION

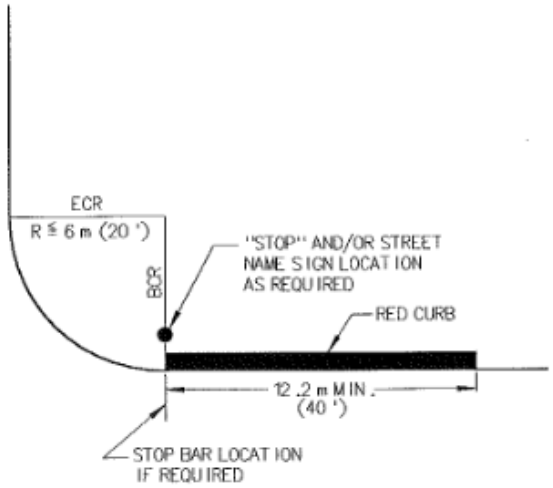
TITLE: **TREE PLANTING DETAIL**

APP. BY: J. Simon — DATE: 12-16-08

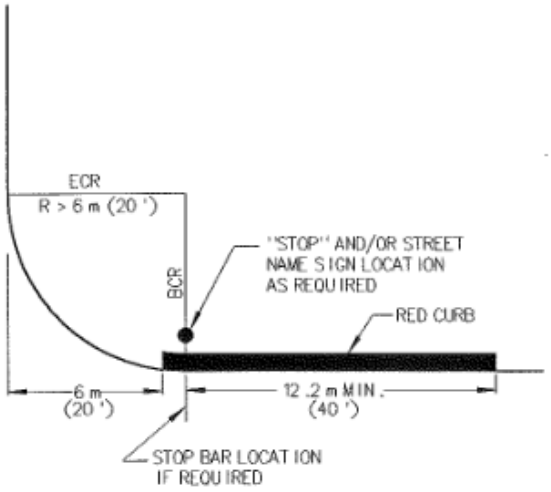
DESIGNED BY	JO	11-25-2008
DRAWN BY	RS	11-25-2008
CHECKED BY	JF	11-25-2008

DWG. NO. **ST - 11**

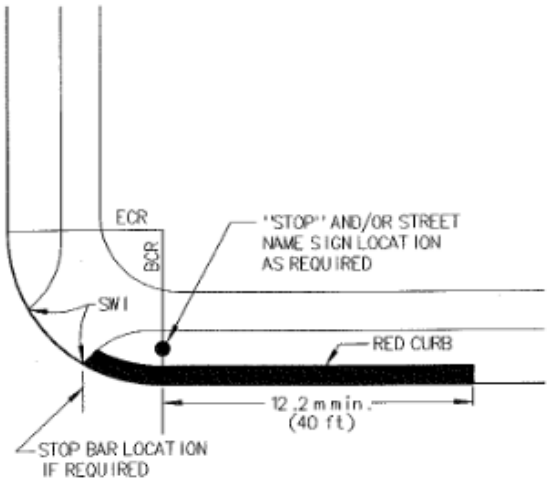
CASE I - NO SIDEWALK OR FULL SIDEWALK CURB RETURN RADIUS ≦ 20'



CASE II - NO SIDEWALK OR FULL SIDEWALK CURB RETURN RADIUS > 6 m (20')



CASE III - SIDEWALK INTERCEPT IN CURB RETURN



NOTES:

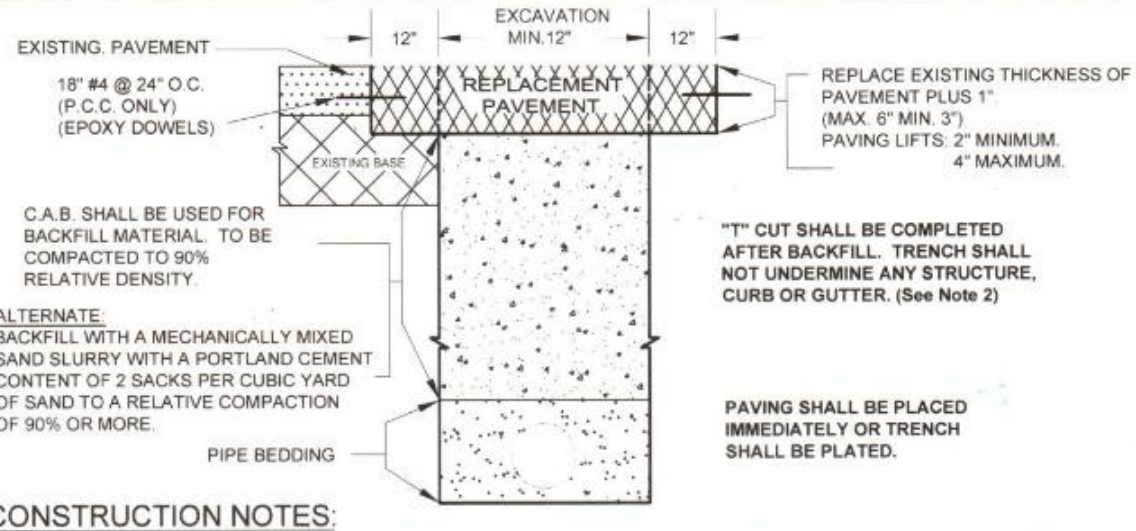
1. DO NOT USE RED CURB WHEN PARKING PROHIBITION SIGNS ARE IN PLACE.
2. SPECIAL RED CURB LENGTHS FOR ANGLE INTERSECTIONS WILL BE DETERMINED BY ENGINEERING.

CITY OF GARDENA — ENGINEERING DIVISION

TITLE: TRAFFIC CONTROL DEVICE LOCATIONS AT CURB RETURNS

APP. BY: Thomas G. Ritsch — DATE: 8/7/98

DESIGNED BY			DWG. NO. ST - 17
DRAWN BY	A.W.D.	8-07-98	
CHECKED BY			



CONSTRUCTION NOTES:

1. ALL PAVEMENT CUTS SHALL BE VERTICAL FULL DEPTH SAW CUTS, MINIMUM 5". ALL LONGITUDINAL PAVEMENT CUTS SHALL BE UNINTERRUPTED APPROXIMATELY PARALLEL TO THE TRENCH (MAX. 1:6 LONGITUDINAL VARIANCE). ALL SAWCUTS SHALL BE VERTICAL WITH NO BROKEN EDGES. BROKEN EDGES SHALL BE SAW CUT PRIOR TO PAVING. ALL SAWCUTS SHALL HAVE A MINIMUM 18" CLEARANCE FROM ANY TRAFFIC LOOPS.
2. THE EDGE OF PAVEMENT REPLACEMENT SHALL BE A MINIMUM OF 3' FROM EDGE OF GUTTER OR THE PAVEMENT SHALL BE REMOVED AND REINSTALLED TO THE GUTTER. EDGE OF TRENCH SHALL BE MINIMUM 1' FROM EDGE OF GUTTER OR CURB AND GUTTER. CONTRACTOR OR APPLICANT SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF EXISTING CURB AND GUTTER THAT SHIFTED OR MOVED DURING CONSTRUCTION.
3. IN P.C.C. PAVEMENT, A CUT OR REMOVAL WITHIN 3' OF AN EXISTING JOINT, CRACK OR SCOREMARK WILL REQUIRE ALL CONCRETE TO BE REMOVED AND REINSTALLED TO THE JOINT, CRACK OR SCOREMARK. NO CONCRETE CORNERS SHALL BE LESS THAN 90 DEGREES. ALL SCORE MARKS SHALL BE FORMED IN WET CONCRETE. NO SAWCUT JOINTS WILL BE ALLOWED.

   ANY REMOVAL IN P.C.C. PARKING LANES, CROSS GUTTERS, SPANDRELS ETC. WILL REQUIRE REMOVAL AND REINSTALLATION OF THE FULL WIDTH OF THE PARKING LANE, CROSS GUTTER, SPANDREL, CURB AND GUTTER ETC.
4. A.C. PAVEMENT SHALL BE C2 PG64-10 (CONVENTIONAL). ASPHALT PAVING OVER 300 SQ. FT. SHALL BE ACCOMPLISHED BY A SELF-PROPELLED MECHANICAL SPREADING AND FINISHING MACHINE. MINIMUM 5 TON ROLLER FOR COMPACTION IS REQUIRED. TACK COAT ALL EDGES.
5. PAVING SHALL BE PLACED ACCORDING TO THE "STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION. SUBGRADE SHALL BE RECOMPACTED BY A MECHANICAL TAMPING DEVICE/ROLLER.
6. WORKING HOURS SHALL BE BETWEEN THE HOURS OF 8:00 a.m. TO 4:00 p.m. M-F, EXCEPT HOLIDAYS. WORKING HOURS MAY BE MODIFIED AS REQUIRED OR APPROVED BY THE ENGINEER.
7. ALL DAMAGED PAVEMENT MARKERS, STRIPING, TRAFFIC LOOPS, LEGENDS, SIGNS, ETC. SHALL BE REPLACED WITHIN 72 HOURS AFTER THE PAVING OPERATION. TEMPORARY STRIPING SHALL BE PROVIDED IMMEDIATELY AFTER THE PAVING OPERATION.
8. TRAFFIC CONTROL SHALL BE ACCORDING TO THE CALIFORNIA M.U.T.C.D. OR W.A.T.C.H. MANUAL AND SHALL BE REQUIRED FOR ALL WORK. TEMPORARY PEDESTRIAN ACCESS SHALL BE PROVIDED WITH A SMOOTH LEVEL SURFACE AND DELINEATED PATHWAYS.
9. CONTRACTOR SHALL NOTIFY PUBLIC WORKS 72 HOURS PRIOR TO LANE CLOSURES ON ARTERIALS AND MAJOR COLLECTORS; 48 HOURS ON ALL OTHER STREETS.
10. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
11. INSPECTION REQUESTS SHALL BE MADE 24 HOURS PRIOR TO PAVING. PAVING SHALL BE INSTALLED ONLY AFTER APPROVAL OF BASE BY THE INSPECTOR.

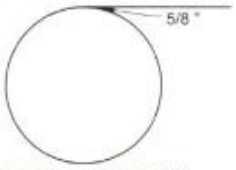
CITY OF GARDENA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

TITLE: TRENCH/PAVEMENT REPAIR

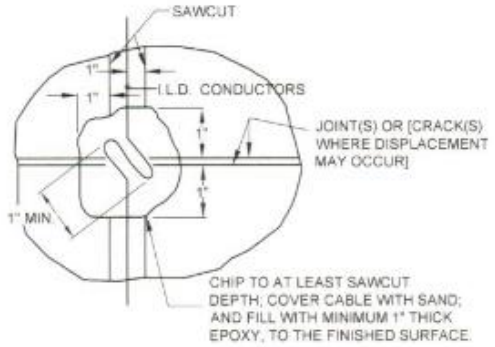
APP. BY: _____ CITY ENGINEER _____ DATE 2/17/16

DESIGNED BY	JC	2/17/16	DWG. NO ST - 20
DRAWN BY	RS	2/17/16	
CHECKED BY	JF	2/17/16	

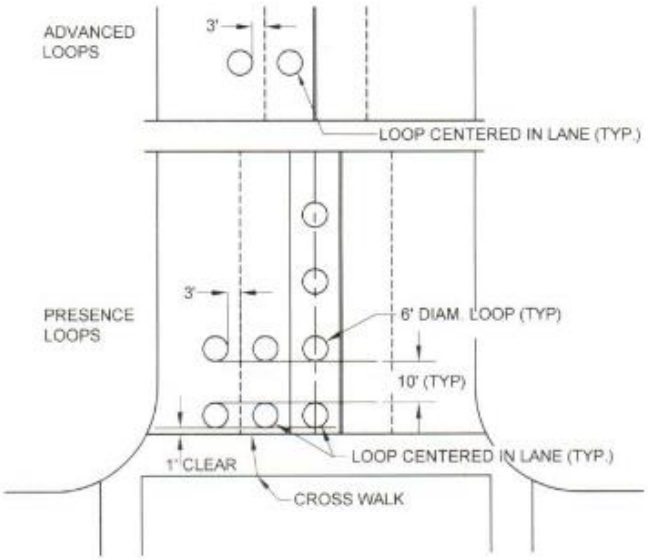
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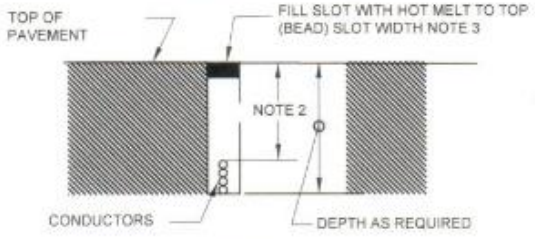


TYPICAL LOOP DETAIL

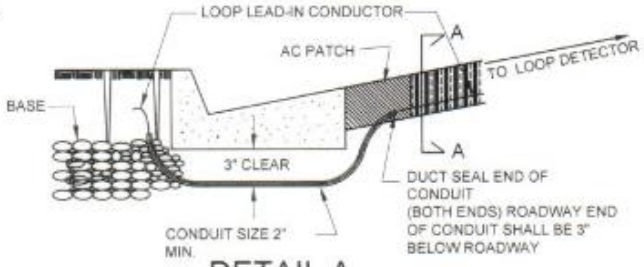


INDUCTIVE LOOP DETECTOR EXPANSION JOINT





SECTION A - A



DETAIL A

CONSTRUCTION NOTES:

1. DURING CUTTING OPERATIONS A VACUUM MACHINE SHALL COLLECT ALL DEBRIS AND WATER.
2. LOOP AND HOMERUN CUTS SHALL BE INSTALLED TO THE MAXIMUM DEPTH POSSIBLE LEAVING A MINIMUM OF 1" OF CONCRETE OR ASPHALT IN THE BOTTOM AND A 3" TO 4" COVER IN ASPHALT, 2" COVER IN CONCRETE.
3. LOOP AND HOMERUN CUTS SHALL BE 5/8 " WIDE.
4. HOMERUN CUTS SHALL BE:
   - CUT STRAIGHT
   - CUT 1' FROM ALL EXISTING CUTS AND ALL PROPOSED HOMERUNS; 2' FROM ALL LOOPS
   - CUT OUTSIDE OF ANY CONCRETE STORM DRAIN SPANDREL OR APRON
   - LAID OUT BY STRINGLINE BEFORE CUTTING AND APPROVED BY THE INSPECTOR AS NEEDED
5. LOOPS SHALL BE NUMBERED STARTING FROM THE INTERIOR LANE COUNTING BACK FROM THE LIMIT LINE.
6. SPLICES SHALL BE BUTT JOINED, SOLDERED WRAPPED IN RUBBER TAPE, DOUBLE WRAPPED IN ELECTRIC TAPE AND SCOTCH KOTE'D.

CITY OF GARDENA — PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

TITLE: TRAFFIC LOOP DETAIL

APP. BY: _____ CITY ENGINEER — 8/3/2016 DATE

DRAWN BY	SS	7/11/16	DWG. NO. ST- 24
CHECKED BY	JF	7/11/16	

APPENDIX E – Caltrans Standards

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER — Atifa Feroz

May 31, 2018
PLANS APPROVAL DATE

Atifa Feroz
C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

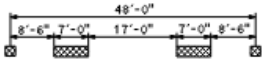
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



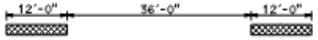
DETAIL 2



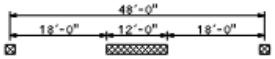
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~~DETAIL 4~~ DETAIL 4 DELETED

DETAIL 5



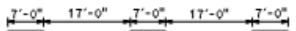
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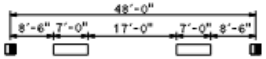
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LANELINES
(MULTILANE HIGHWAYS)

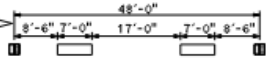
DETAIL 8



DETAIL 9

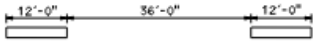


DETAIL 9A
SEE NOTE



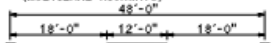
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DETAIL 11

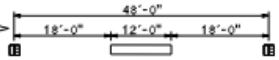


LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



DETAIL 12A
SEE NOTE



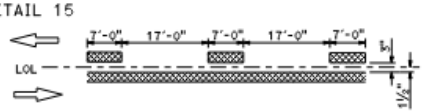
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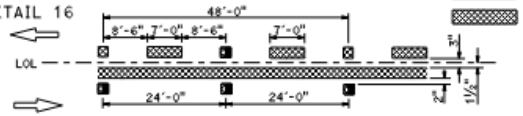
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NO PASSING ZONES-ONE DIRECTION

DETAIL 15

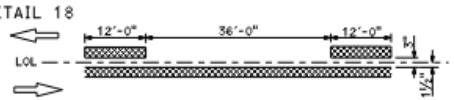


DETAIL 16

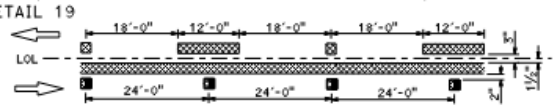


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DETAIL 18



DETAIL 19



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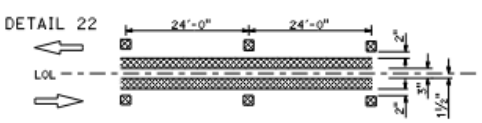
NOTE:
FOR FREEWAY APPLICATION ONLY

NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



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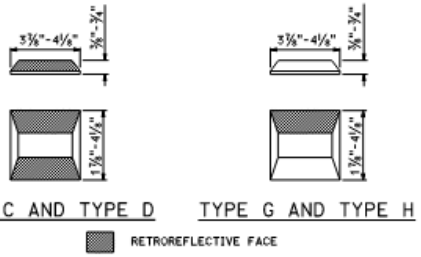
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D — TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

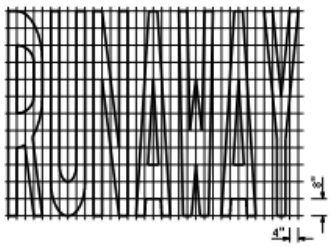
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

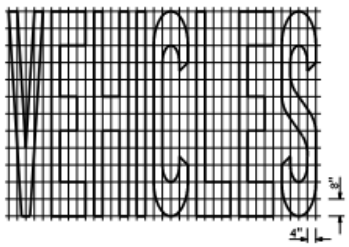
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1-26-18

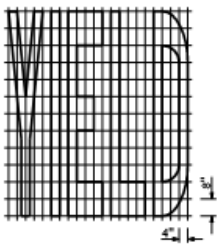
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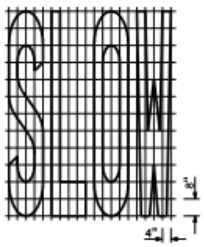
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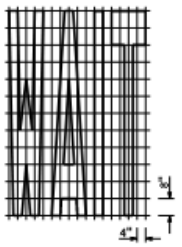
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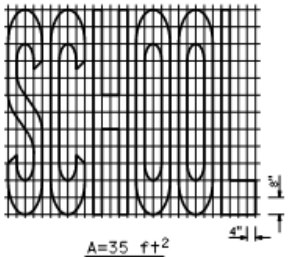
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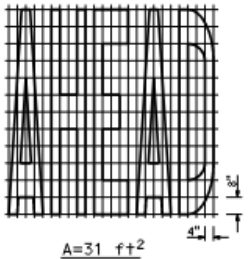
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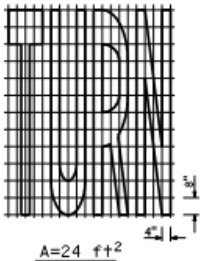
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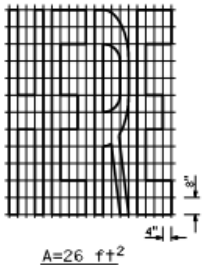
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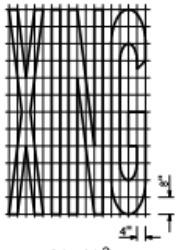
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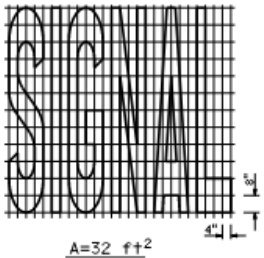
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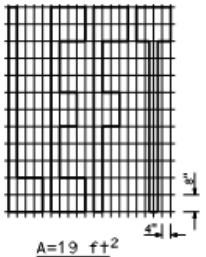
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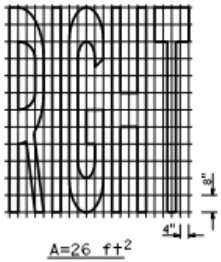
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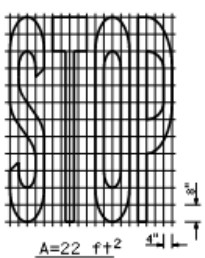
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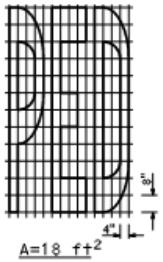
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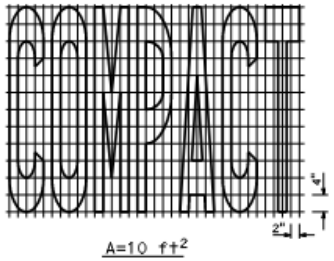
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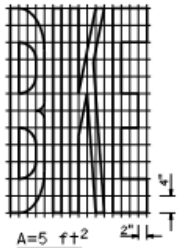
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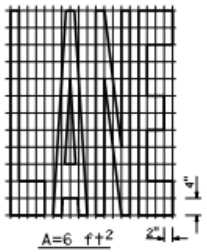
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A=10 ft²



A=5 ft²



A=6 ft²

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

Atifa Farouq
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

ITEM	ft²	ITEM	ft²	ITEM	ft²	ITEM	ft²
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS

NO SCALE

A24D

1-26-18

2018 STANDARD PLAN A24D

Return to Table of Contents

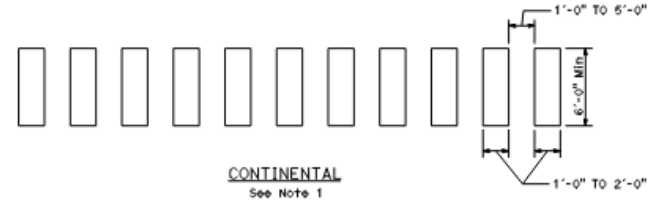
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Atifa Feroz
REGISTERED CIVIL ENGINEER

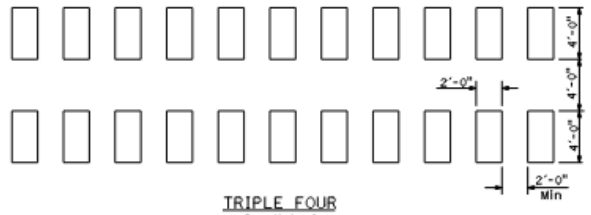
May 31, 2018
PLANS APPROVAL DATE

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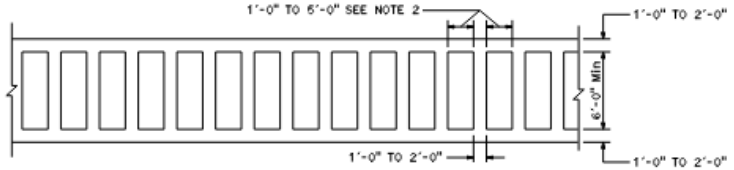
REGISTERED PROFESSIONAL ENGINEER
Atifa Feroz
No. C80402
5-31-18
CIVIL
STATE OF CALIFORNIA



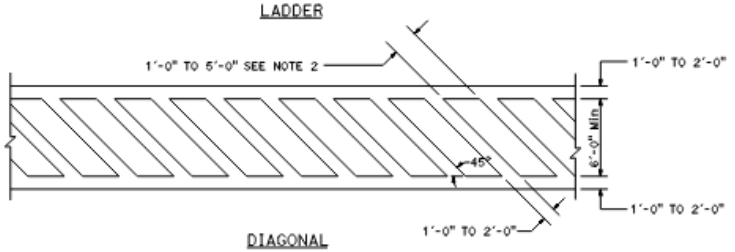
CONTINENTAL
See Note 1



TRIPLE FOUR
See Note 1



LADDER

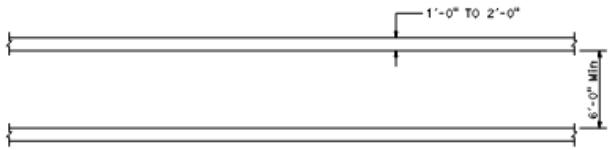


DIAGONAL

HIGHER VISIBILITY CROSSWALKS

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



BASIC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
CROSSWALKS

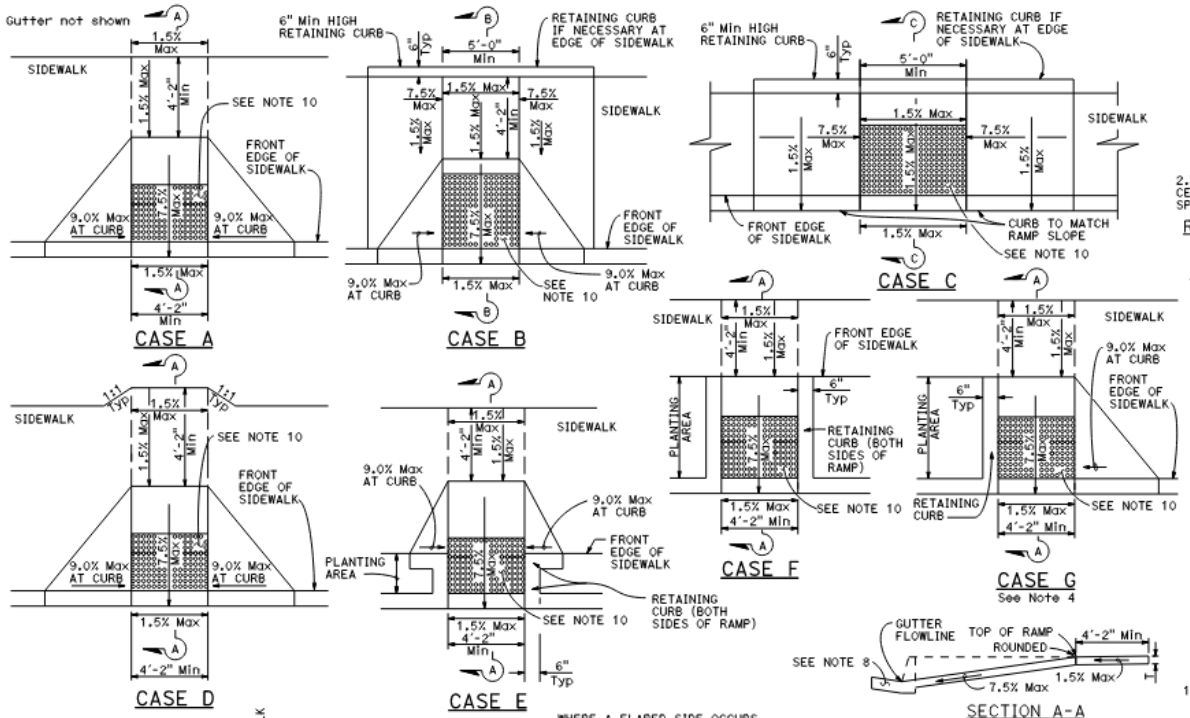
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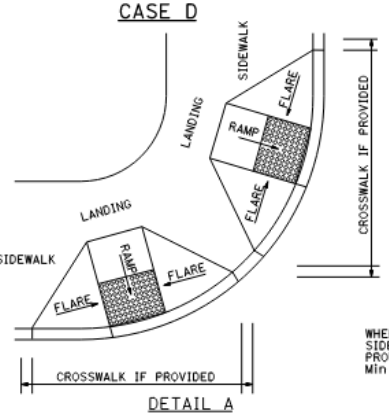
A24F

1-26-18

2018 STANDARD PLAN A24F

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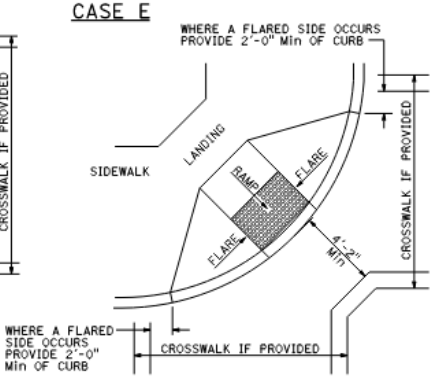




DETAIL A

TYPICAL TWO-RAMP CORNER INSTALLATION

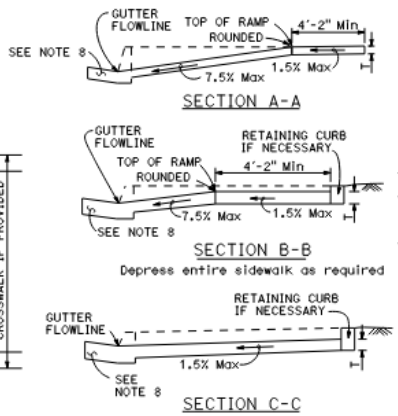
See Note 1

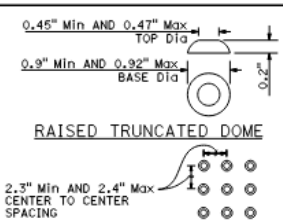


DETAIL B

TYPICAL ONE-RAMP CORNER INSTALLATION

See Notes 1 and 3



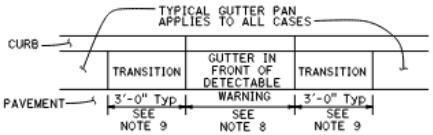


RAISED TRUNCATED DOME PATTERN (IN-LINE)

DETECTABLE WARNING SURFACE

NOTES: See Note 10

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness, "T", shall be 3½" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



GUTTER PAN TRANSITION

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER — Rebecca Lynn Mowry — No. C54415 — Exp. 12-31-19 CIVIL — STATE OF CALIFORNIA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS

NO SCALE

A88A

1-29-18

2018 STANDARD PLAN A88A

CITY OF GARDENA
STREET IMPROVEMENT PROJECT

170TH STREET IMPROVEMENT
NORMANDIE AVENUE TO VERMONT AVENUE
CITY PROJECT JN 944
FEDERAL-AID PROJECT NUMBER: STPL-5276(032)

GENERAL NOTES:

1. ALL CROSSWALKS, ARROWS, STOPBARS, AND LEGENDS SHALL BE THERMOPLASTIC MATERIAL.
2. RAISED PAVEMENT MARKERS SHALL BE CEMENTED TO THE PAVEMENT WITH HOT MELT BITUMINOUS ADHESIVE.
3. FURNISH AND INSTALL TEMPORARY MARKERS IMMEDIATELY AFTER PAVING, SPACED AT 25 ft MAXIMUM.
4. REMOVE ALL EXISTING PAVEMENT MARKINGS BY WET SANDBLASTING (CROSS WALKS, STOP LEGENDS, ETC.). EXISTING PAVEMENT MARKINGS AND STRIPINGS TO BE REMOVED ARE NOT SHOWN ON THE PLAN. FIELD VERIFY LOCATIONS.
5. REMOVE AND DISPOSE OF ALL EXISTING RAISED PAVEMENT MARKERS WITHIN THE PROJECT LIMITS. PAYMENT SHALL BE INCLUDED IN BID ITEM PRICE FOR FURNISH AND INSTALL PAVEMENT MARKERS.
6. ADJUST UTILITY VALVE COVERS, UTILITY BOXES, TRAFFIC SIGNAL BOXES, ETC. TO FINISH GRADE. PAYMENT SHALL BE INCLUDED IN ADJACENT CONSTRUCTION.
7. PROVIDE TRAFFIC CONTROL PER TECHNICAL PROVISIONS.
8. ALL STREETS ARE DRAWN WITH BREAK LINES FOR DRAWING PURPOSES. BIDS SHALL BE BASED ON STATIONING AND FIELD VERIFICATION.
9. 24 HOUR NOTICE FOR ALL INSPECTIONS REQUIRED.
10. CATCH BASINS NOT DRAWN FOR CLARITY.
11. CONTRACTORS SHALL REMOVE AND DISPOSE OF ALL TRASH AND BROKEN BRANCHES BEFORE AND AFTER PAVING.
12. PRIOR TO CUTTING OF ANY ROOTS, CALL PARKS DIVISION AT (310)217-9595 FOR APPROVAL.
13. PROTECT ALL STORM DRAINS, CATCH BASINS, ETC. WITH SAND BAGS, FABRIC AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES.

CONSTRUCTION NOTES:

1. PROTECT IN PLACE, TYPE PER PLAN.
2. COLDMILL PAVEMENT, 1.5" THICK, FULL DEPTH. REPAIR ALL HOLES, SPALLS, JOINTS AND CRACK SEAL PER TECHNICAL PROVISIONS. FURNISH AND CONSTRUCT 1.5" THICK ARHM PG 64-16.
3. REMOVE AND REPLACE FULL DEPTH 4" AC PAVEMENT OVER COMPACTED NATIVE (95% RELATIVE COMPACTION).
4. REMOVE AND DISPOSE OF EXISTING CURB AND/OR GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6" CAB PER CITY STD ST-7, TYPE C-1 AND MATCH TO EXISTING CONDITIONS.
5. REMOVE AND DISPOSE OF EXISTING SIDEWALK/PAVEMENT. FURNISH AND RECONSTRUCT 4" PCC OVER EXISTING RECOMPACTED SUBGRADE AND/OR NEW SIDEWALK PER CITY STD ST-5-A.
6. REMOVE EXISTING AND CONSTRUCT CURB RAMP PER CALTRANS STD PLAN A88A, CASE B.
7. REMOVE EXISTING CONCRETE AND CONSTRUCT CROSS GUTTER AND/OR SPANDRELS PER CITY STD ST-3.
8. REMOVE EXISTING CONCRETE AND CONSTRUCT LONGITUDINAL GUTTER PER SPPWC STD 122-2.
9. NOT USED.
10. NOT USED.
11. NOT USED.
12. REINSTATE TRAFFIC LOOPS PER CITY STD ST-24.
13. REMOVE AND DISPOSE OF EXISTING TREE, STUMP, AND ROOTS. FURNISH AND INSTALL 24" BOX CRAPE MYRTLE TREE PER CITY STD ST-11.
14. INSTALL DETECTABLE WARNING SURFACE TO EXISTING CURB RAMP PER CITY STD ST-18.
15. REMOVE AND DISPOSE OF EXISTING CURB AND/OR GUTTER. FURNISH AND CONSTRUCT NEW ACCESS RAMP PER CITY STD ST-18.
16. REMOVE EXISTING MAINTENANCE DRIVEWAY AND INTERFERING CURB AND GUTTER AND CONSTRUCT 12' WIDE MAINTENANCE DRIVEWAY PER CITY STD ST-2.
17. INSTALL 3 WIRE APS ON THE TRAFFIC SIGNAL TO REPLACE EXISTING PUSH BUTTON SYSTEM. REMOVE AND REPLACE EXISTING PUSH BUTTONS WITH TYPE B, POLARA BULLDOG NO. BDL3-B OR APPROVED EQUAL, WITH STAINLESS STEEL BUTTON, BLACK BODY ON A GREEN FRAME. EXISTING SIGN ON EXISTING PUSH BUTTON FRAME SHALL BE SALVAGED FOR RE-USE ON NEW PUSH BUTTON FRAME. PROVIDE TURN ON SUPPORT AND TURN OVER ALL EQUIPMENT REMOVED FROM EXISTING TRAFFIC SIGNAL TO THE CITY.

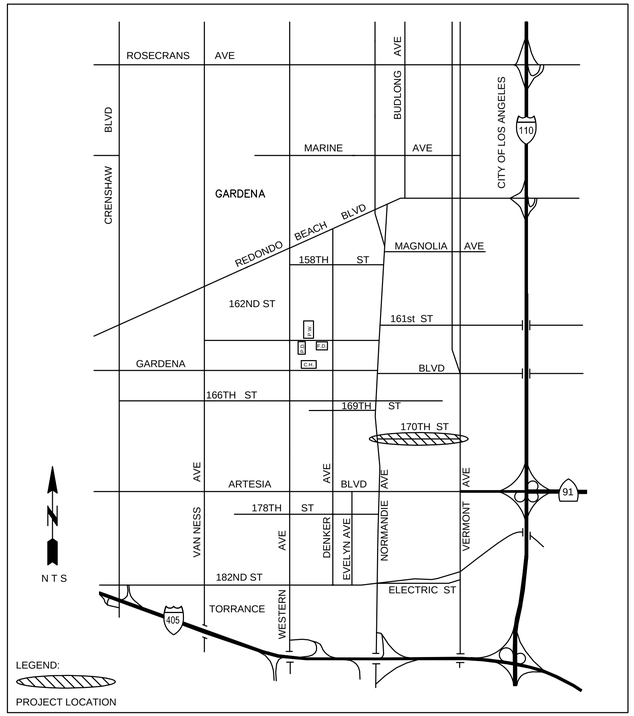
STRIPING NOTES:

1. PROTECT IN PLACE, TYPE PER PLAN.
2. FURNISH AND INSTALL THERMOPLASTIC 12" STOP BAR PER CITY STD ST-17. FURNISH AND INSTALL ALL TEMPORARY STOP BARS IMMEDIATELY AFTER PAVING.
3. FURNISH AND INSTALL THERMOPLASTIC STOP LEGEND PER CALTRANS STD A24D. FURNISH AND INSTALL ALL TEMPORARY STOP LEGENDS IMMEDIATELY AFTER PAVING.
4. PAINT DOUBLE YELLOW LINE AND RAISED PAVEMENT MARKERS PER CALTRANS STD A20A, DETAIL 22.
5. REPAINT ALL COLORED CURB WITHIN PROJECT LIMITS.
6. FURNISH AND INSTALL TWO-WAY BLUE REFLECTIVE PAVEMENT MARKER PER CAMUTCD SECTION 3B-11.
7. FURNISH AND INSTALL THERMOPLASTIC 12" CROSSWALK PER CALTRANS STD A24F (CONTINENTAL, 10' WIDE).
8. REPLACE SIGN, TYPE PER PLAN.
9. FURNISH AND INSTALL SIGN AND POST, SIGN TYPE PER PLAN
10. INSTALL THERMOPLASTIC DIP LEGEND CONSISTENT WITH CALTRANS STD A24D

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

UTILITY COMPANY CONTACTS:

SERVICE	CONTACT	TELEPHONE NO.
AT&T – DISTRIBUTION	RAYMOND DOVE 100 W. ALONDRA BLVD, BLDG A, RM 202 GARDENA, CA 90248	310-515-4257
AT&T – LONG DISTANCE	JOSEPH FORKERT 22311 BROOKHURST ST #203 HUNTINGTON BEACH, CA 92646	714-963-7964
AT&T – TCA	MARIA GUZMAN 420 S. GRAND AVE, RM 707 LOS ANGELES, CA 90054	213-787-9996
CHEVRON PIPELINE COMPANY	DAVE ZERLER 2600 HOMESTEAD PL RANCHO DOMINGUEZ, CA 90220	310-669-4014
GOLDEN STATE WATER COMPANY	JOSEPH SALCIDO 14835 S. SPRING ST GARDENA, CA 90248	310-660-0320
LA COUNTY FLOOD CONTROL DISTRICT	DARYLL CHENOWETH 900 S. FREMONT AVE, 8TH FLOOR ALHAMBRA, CA 91803	626-458-3709
LOS ANGELES DEPARTMENT OF WATER AND POWER	JOSE PORRAS P.O. BOX 51111, RM 1425 LOS ANGELES, CA 90051	213-367-1049
LOS ANGELES COUNTY SANITATION DISTRICT	JON GANZ P.O. BOX 4998 WHITTIER, CA 90607	562-908-4288
SOUTHERN CALIFORNIA EDISON – DISTRIBUTION	RYAN BARFIELD 505 MAPLE AVE TORRANCE, CA 90503	310-413-4497
SOUTHERN CALIFORNIA GAS	LEAD PLANNER 701 N. BULLIS RD COMPTON, CA 90221	310-687-2067
SUNESYS	JIM HRADDISKY 226 N. LINCOLN AVE CORONA, CA 92882	951-278-0400
TIME WARNER CABLE	STAN WALKER 19780 HAWTHORNE BLVD, STE 102 TORRANCE, CA 90503	424-212-6994



PROJECT LOCATION MAP

ABBREVIATIONS AND LEGEND:

A.C./AC	ASPHALT CONCRETE	PROP	PROPOSED
ARHM	ASPHALT RUBBER HOT MIX	R/W	RIGHT-OF-WAY
AVE	AVENUE	RW	RECLAIMED WATER
BLVD	BOULEVARD	S =	SLOPE EQUALS
BW	BACK OF SIDEWALK	SD	STORM DRAIN
CAMUTCD	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	SDMH	STORM DRAIN MANHOLE
		SF	SQUARE FEET
CB	CATCH BASIN	SL	STREET LIGHT
CIR	CIRCLE	SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
CF	CURB FACE		
℄	CENTERLINE	STD	STANDARD
CN	CONSTRUCTION NOTE	SS	SANITARY SEWER
C&G	CURB AND GUTTER	SSMH	SANITARY SEWER MANHOLE
DR	DRIVE	ST	STREET
DWY	DRIVEWAY	STA	STATION
EG	EDGE OF GUTTER	STD/STD.	STANDARD
EX/EX.	EXISTING	TEL	TELEPHONE
FS	FINISHED SURFACE	TYP.	TYPICAL
GM	GAS METER	VAR	VARIES
HP	HIGH POINT	WVLT	WATER VAULT
INV	INVERT	WM	WATER METER
L	LENGTH	WV	WATER VALVE
LF/L.F.	LINEAR FEET, LINEAL FEET		CONCRETE IMPROVEMENT RECONSTRUCTION
LN	LANE		AC DIGOUT LOCATIONS PER CONSTRUCTION
LP	LOW POINT		COLDMILL PAVEMENT PER CONSTRUCTION N
MH/M.H.	MANHOLE	—OHE—	OVERHEAD UTILITIES
O.C.	ON CENTER	—S—	SEWER
PCC	PORTLAND CEMENT CONCRETE	—SD—	STORM DRAIN
PL	PLACE		
℄	PROPERTY LINE		

DRAWING TITLE:

SHEET #	DESCRIPTION
1 OF 5	TITLE SHEET
2 OF 5	STREET IMPROVEMENT PLAN - NORMANDIE AVE TO STA 12+50
3 OF 5	STREET IMPROVEMENT PLAN - STA 12+50 TO VERMONT AVE
4 OF 5	SIGNING AND STRIPING PLAN - NORMANDIE AVE TO STA 12+50
5 OF 5	SIGNING AND STRIPING PLAN - STA 12+50 TO VERMONT AVE

CITY OF GARDENA FREEWAY CITY INCORPORATED 1930

PLANS PREPARED BY:
Cannon
UNDER THE SUPERVISION OF:
GARY ESSEX A SOLSONA RCE 68420 DATE 11/23/2021

REGISTERED PROFESSIONAL ENGINEER GARY ESSEX A. SOLSONA NO. C68420 CIVIL STATE OF CALIFORNIA

NO.	REVISIONS	DATE	BY	APP.

TITLE SHEET

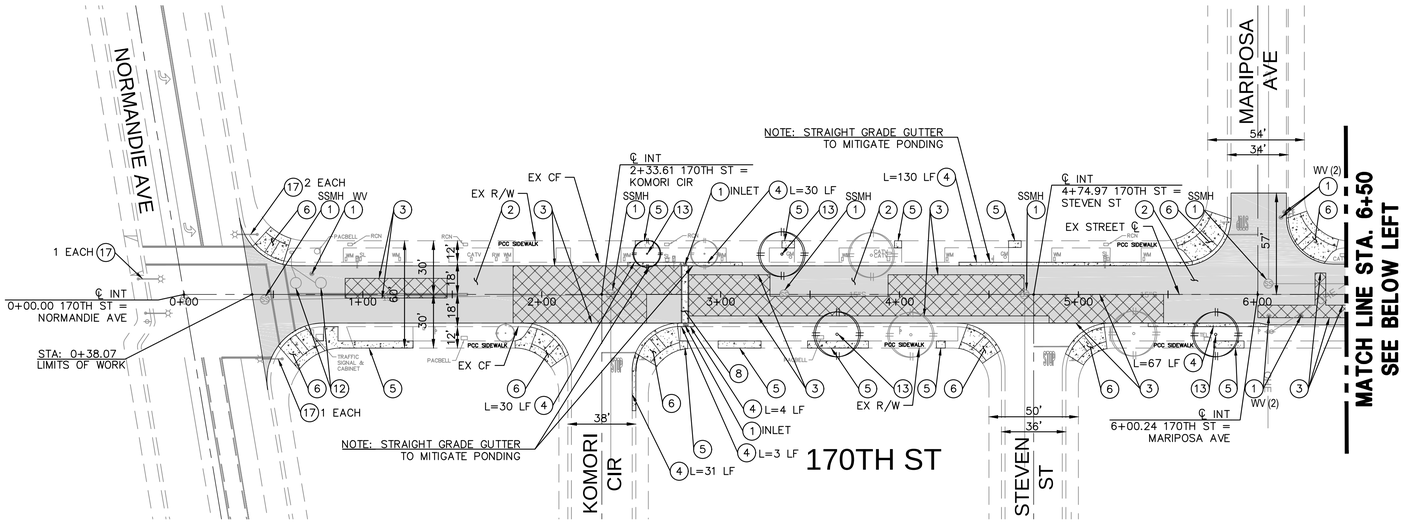
CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS — ENGINEERING DIVISION
PROJECT : 170TH ST STREET IMPROVEMENT — JN 944
LIMITS: NORMANDIE AVENUE TO VERMONT AVENUE

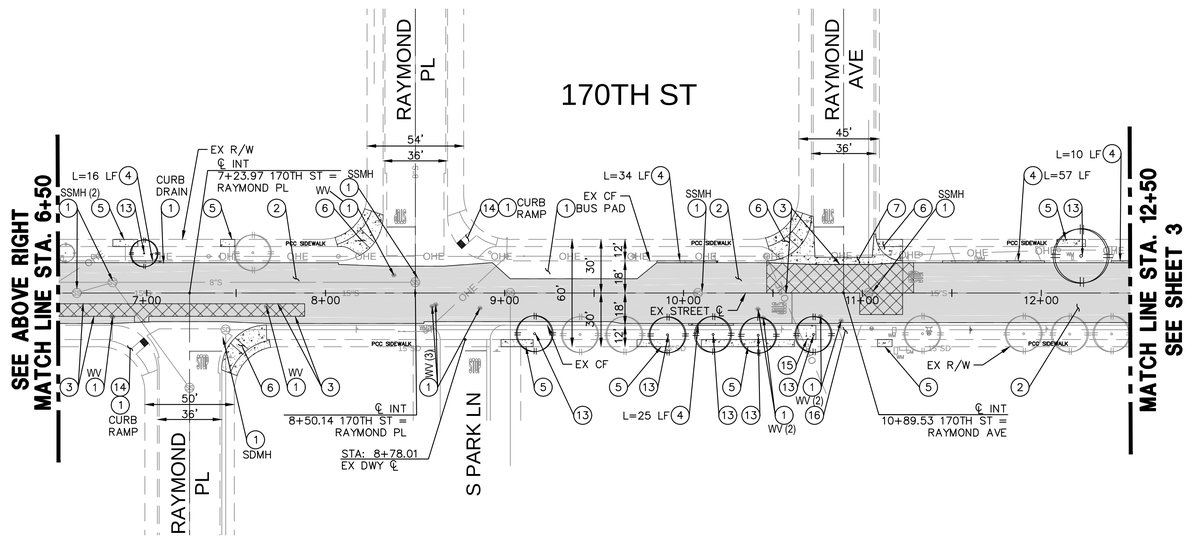
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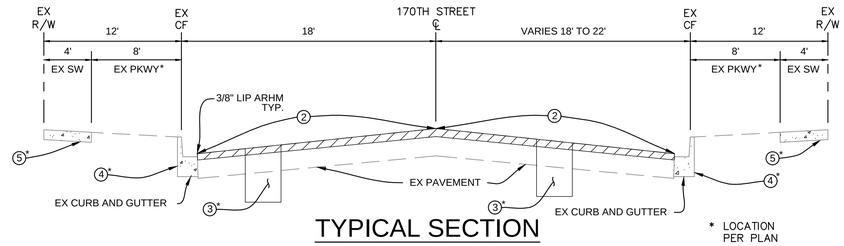
APPROVED BY : Allan Rigg DATE 12/2/21
PUBLIC WORKS DIRECTOR / CITY ENGINEER

SHT. 1 OF 5 — DWG. NO. 5-2598

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TYPICAL SECTION

NORMANDIE AVE TO VERMONT AVE
NTS

GENERAL NOTES:

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CONSTRUCTION NOTES:

(1) PROTECT IN PLACE, TYPE PER PLAN.

(2) COLDMILL PAVEMENT, 1.5" THICK, FULL DEPTH. REPAIR ALL HOLES, SPALLS, JOINTS AND CRACK SEAL PER TECHNICAL PROVISIONS. FURNISH AND CONSTRUCT 1.5" THICK ARHM PG 64-16.

(3) REMOVE AND REPLACE FULL DEPTH 4" AC PAVEMENT OVER COMPACTED NATIVE (95% RELATIVE COMPACTION).

(4) REMOVE AND DISPOSE OF EXISTING CURB AND/OR GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6" CAB PER CITY STD ST-7, TYPE C-1 AND MATCH TO EXISTING CONDITIONS.

(5) REMOVE AND DISPOSE OF EXISTING SIDEWALK/PAVEMENT. FURNISH AND RECONSTRUCT 4" PCC OVER EXISTING RECOMPACTED SUBGRADE AND/OR NEW SIDEWALK PER CITY STD ST-5-A.

(6) REMOVE EXISTING AND CONSTRUCT CURB RAMP PER CALTRANS STD PLAN A88A, CASE B.

(7) REMOVE EXISTING CONCRETE AND CONSTRUCT CROSS GUTTER AND/OR SPANDRELS PER CITY STD ST-3.

(8) REMOVE EXISTING CONCRETE AND CONSTRUCT LONGITUDINAL GUTTER PER SPPWC STD 122-2.

(12) REINSTATE TRAFFIC LOOPS PER CITY STD ST-24.

(13) REMOVE AND DISPOSE OF EXISTING TREE, STUMP, AND ROOTS. FURNISH AND INSTALL 24" BOX CRAPE MYRTLE TREE PER CITY STD ST-11.

(14) INSTALL DETECTABLE WARNING SURFACE TO EXISTING CURB RAMP PER CITY STD ST-18.

(15) REMOVE AND DISPOSE OF EXISTING CURB AND/OR GUTTER. FURNISH AND CONSTRUCT NEW ACCESS RAMP PER CITY STD ST-18.

(16) REMOVE EXISTING MAINTENANCE DRIVEWAY AND INTERFERING CURB AND GUTTER AND CONSTRUCT 12' WIDE MAINTENANCE DRIVEWAY PER CITY STD ST-2.

(17) INSTALL 3 WIRE APS ON THE TRAFFIC SIGNAL TO REPLACE EXISTING PUSH BUTTON SYSTEM. REMOVE AND REPLACE EXISTING PUSH BUTTONS WITH TYPE B, POLARA BULLDOG NO. BDL3-B OR APPROVED EQUAL, WITH STAINLESS STEEL BUTTON, BLACK BODY ON A GREEN FRAME. EXISTING SIGN ON EXISTING PUSH BUTTON FRAME SHALL BE SALVAGED FOR RE-USE ON NEW PUSH BUTTON FRAME. PROVIDE TURN ON SUPPORT AND TURN OVER ALL EQUIPMENT REMOVED FROM EXISTING TRAFFIC SIGNAL TO THE CITY.

LEGEND

- CONCRETE IMPROVEMENT RECONSTRUCTION
- AC DIGOUT LOCATIONS PER CONSTRUCTION NOTE 3
- COLDMILL PAVEMENT PER CONSTRUCTION NOTE 2

0 20 40 80 120 160
SCALE: 1" = 40'

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

PLANS PREPARED BY:
Cannon
UNDER THE SUPERVISION OF:
GARY ESSEX A SOLSONA RCE 68420 DATE 11/23/2021

REGISTERED PROFESSIONAL ENGINEER
GARY ESSEX A. SOLSONA
NO. C68420
CIVIL
STATE OF CALIFORNIA

NO.	REVISIONS	DATE	BY	APP.

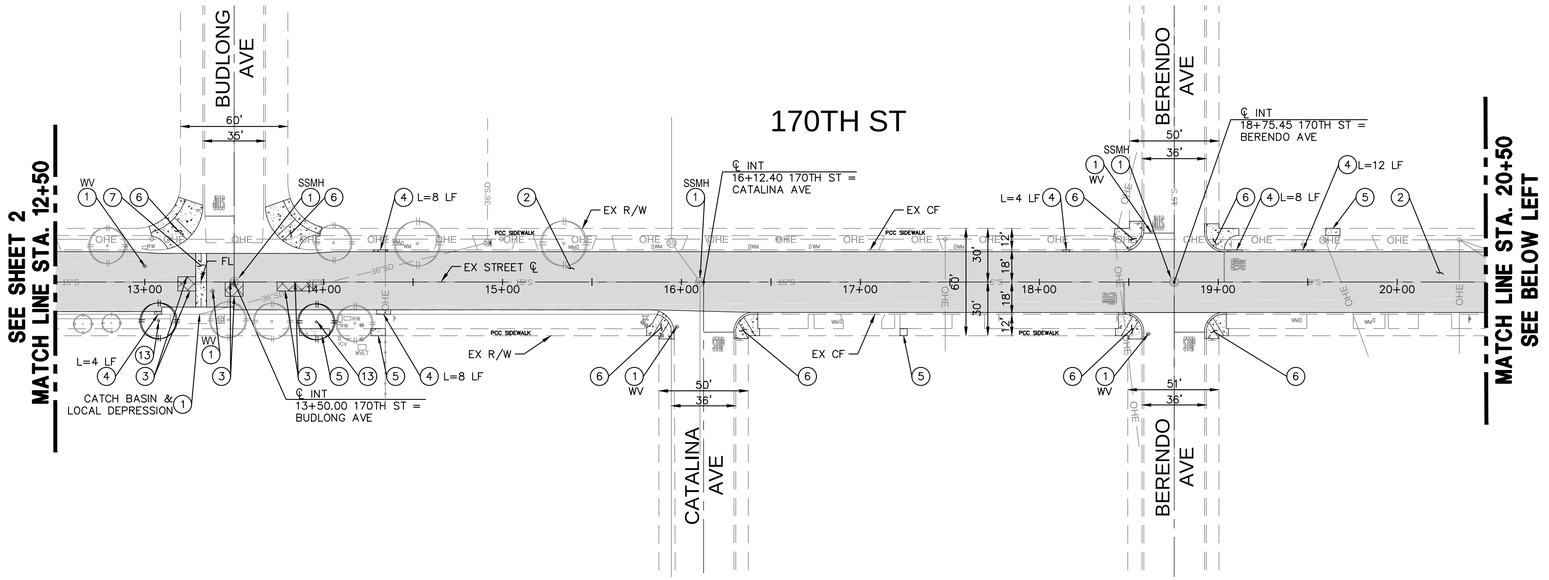
STREET IMPROVEMENT PLAN - NORMANDIE AVE TO STA 12+50

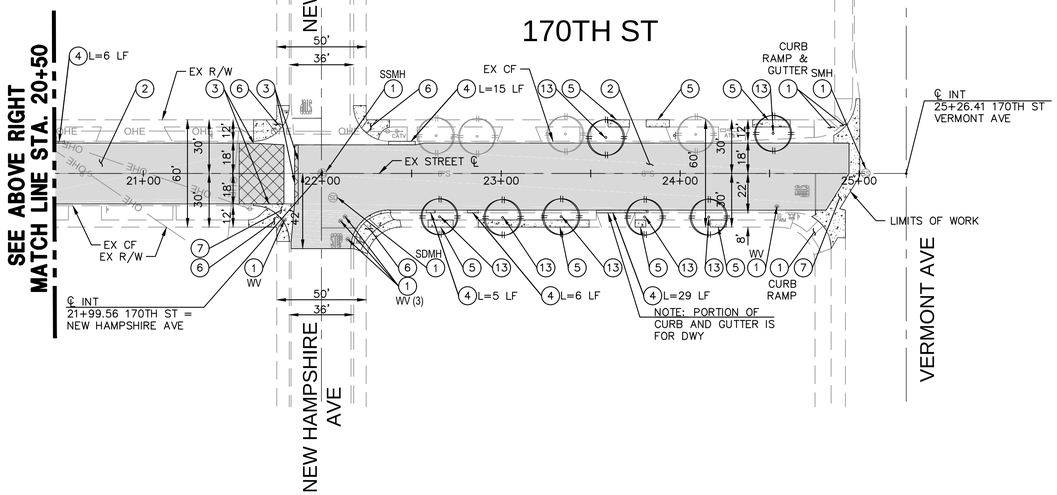
CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS — ENGINEERING DIVISION
PROJECT: 170TH ST STREET IMPROVEMENT — JN 944
LIMITS: NORMANDIE AVENUE TO VERMONT AVENUE

F. B. REF.		
DESIGNED BY	--	--
DRAWN BY	--	--
CHECKED BY	--	--

APPROVED BY: Allan Rigg for DATE 12/2/21
PUBLIC WORKS DIRECTOR / CITY ENGINEER
SHT 2 OF 5 — DWG. NO. 5-2598

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GENERAL NOTES:

1. ALL CROSSWALKS, ARROWS, STOPBARS, AND LEGENDS SHALL BE THERMOPLASTIC MATERIAL.
2. RAISED PAVEMENT MARKERS SHALL BE CEMENTED TO THE PAVEMENT WITH HOT MELT BITUMINOUS ADHESIVE.
3. FURNISH AND INSTALL TEMPORARY MARKERS IMMEDIATELY AFTER PAVING, SPACED AT 25 ft MAXIMUM.
4. REMOVE ALL EXISTING PAVEMENT MARKINGS BY WET SANDBLASTING (CROSS WALKS, STOP LEGENDS, ETC.). EXISTING PAVEMENT MARKINGS AND STRIPINGS TO BE REMOVED ARE NOT SHOWN ON THE PLAN. FIELD VERIFY LOCATIONS.
5. REMOVE AND DISPOSE OF ALL EXISTING RAISED PAVEMENT MARKERS WITHIN THE PROJECT LIMITS. PAYMENT SHALL BE INCLUDED IN BID ITEM PRICE FOR FURNISH AND INSTALL PAVEMENT MARKERS.
6. ADJUST UTILITY VALVE COVERS, UTILITY BOXES, TRAFFIC SIGNAL BOXES, ETC. TO FINISH GRADE. PAYMENT SHALL BE INCLUDED IN ADJACENT CONSTRUCTION.
7. PROVIDE TRAFFIC CONTROL PER TECHNICAL PROVISIONS.
8. ALL STREETS ARE DRAWN WITH BREAK LINES FOR DRAWING PURPOSES. BIDS SHALL BE BASED ON STATIONING AND FIELD VERIFICATION.
9. 24 HOUR NOTICE FOR ALL INSPECTIONS REQUIRED.
10. CATCH BASINS NOT DRAWN FOR CLARITY.
11. CONTRACTORS SHALL REMOVE AND DISPOSE OF ALL TRASH AND BROKEN BRANCHES BEFORE AND AFTER PAVING.
12. PRIOR TO CUTTING OF ANY ROOTS, CALL PARKS DIVISION AT (310)217-9595 FOR APPROVAL.
13. PROTECT ALL STORM DRAINS, CATCH BASINS, ETC. WITH SAND BAGS, FABRIC AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES.

CONSTRUCTION NOTES:

1. PROTECT IN PLACE, TYPE PER PLAN.
2. COLDMILL PAVEMENT, 1.5" THICK, FULL DEPTH. REPAIR ALL HOLES, SPALLS, JOINTS AND CRACK SEAL PER TECHNICAL PROVISIONS. FURNISH AND CONSTRUCT 1.5" THICK ARHM PG 64-16.
3. REMOVE AND REPLACE FULL DEPTH 4" AC PAVEMENT OVER COMPACTED NATIVE (95% RELATIVE COMPACTION).
4. REMOVE AND DISPOSE OF EXISTING CURB AND/OR GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6" CAB PER CITY STD ST-7, TYPE C-1 AND MATCH TO EXISTING CONDITIONS.
5. REMOVE AND DISPOSE OF EXISTING SIDEWALK/PAVEMENT. FURNISH AND RECONSTRUCT 4" PCC OVER EXISTING RECOMPACTED SUBGRADE AND/OR NEW SIDEWALK PER CITY STD ST-5-A.
6. REMOVE EXISTING AND CONSTRUCT CURB RAMP PER CALTRANS STD PLAN A88A, CASE B.
7. REMOVE EXISTING CONCRETE AND CONSTRUCT CROSS GUTTER AND/OR SPANDRELS PER CITY STD ST-3.
13. REMOVE AND DISPOSE OF EXISTING TREE, STUMP, AND ROOTS. FURNISH AND INSTALL 24" BOX CRAPE MYRTLE TREE PER CITY STD ST-11.

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

0 20 40 80 120 160
SCALE: 1" = 40'

LEGEND
- CONCRETE IMPROVEMENT RECONSTRUCTION
- AC DIGOUT LOCATIONS PER CONSTRUCTION NOTE 3
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CITY OF GARDENA
PREWAR CITY
INCORPORATED 1930

PLANS PREPARED BY:
Cannon
UNDER THE SUPERVISION OF:
11/23/2021
GARY ESSEX A SOLSONA RCE 68420 DATE

REGISTERED PROFESSIONAL ENGINEER
GARY ESSEX A. SOLSONA
NO. C68420
CIVIL
STATE OF CALIFORNIA

NO.	REVISIONS	DATE	BY	APP.

STREET IMPROVEMENT PLAN - STA 12+50 TO VERMONT AVE

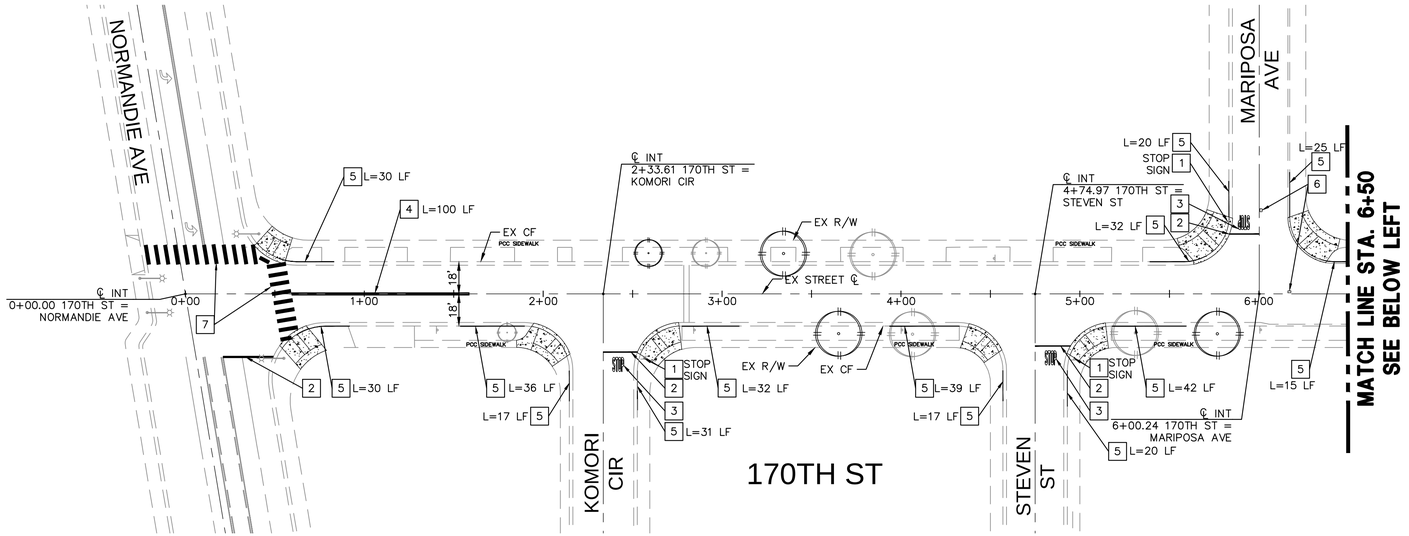
CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS — ENGINEERING DIVISION
PROJECT: 170TH ST STREET IMPROVEMENT — JN 944
LIMITS: NORMANDIE AVENUE TO VERMONT AVENUE

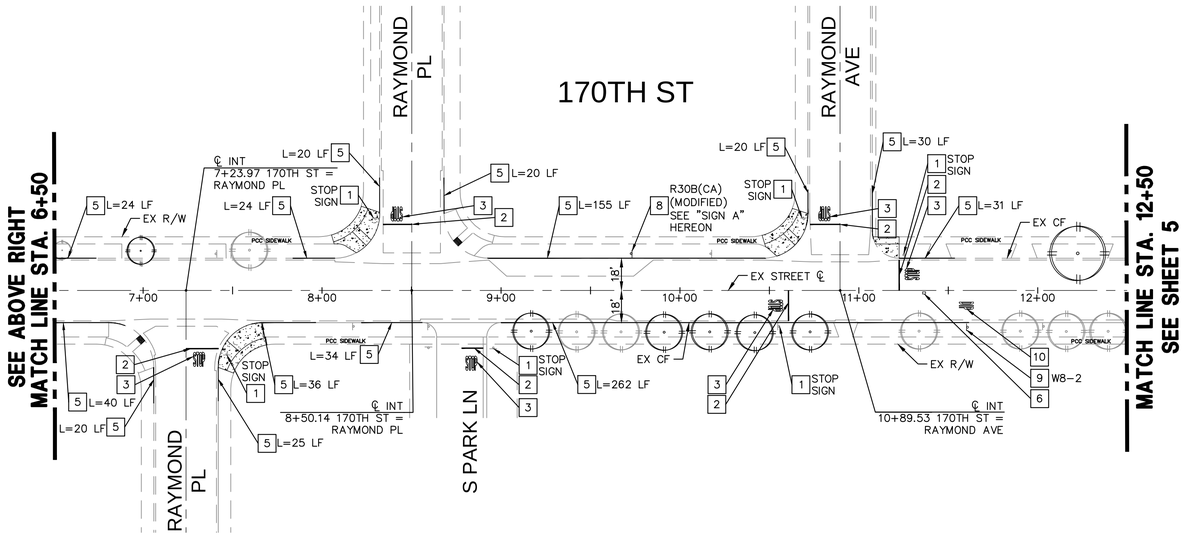
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APPROVED BY: Allan Rigg DATE 12/2/21
PUBLIC WORKS DIRECTOR / CITY ENGINEER

SHT 3 OF 5 — DWG. NO. 5-2598

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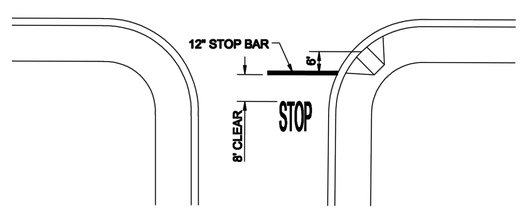


GENERAL NOTES:

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2. RAISED PAVEMENT MARKERS SHALL BE CEMENTED TO THE PAVEMENT WITH HOT MELT BITUMINOUS ADHESIVE.
3. FURNISH AND INSTALL TEMPORARY MARKERS IMMEDIATELY AFTER PAVING, SPACED AT 25 ft MAXIMUM.
4. REMOVE ALL EXISTING PAVEMENT MARKINGS BY WET SANDBLASTING (CROSS WALKS, STOP LEGENDS, ETC.). EXISTING PAVEMENT MARKINGS AND STRIPINGS TO BE REMOVED ARE NOT SHOWN ON THE PLAN. FIELD VERIFY LOCATIONS.
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STRIPING NOTES:

1. PROTECT IN PLACE, TYPE PER PLAN.
2. FURNISH AND INSTALL THERMOPLASTIC 12" STOP BAR PER CITY STD ST-17. FURNISH AND INSTALL ALL TEMPORARY STOP BARS IMMEDIATELY AFTER PAVING.
3. FURNISH AND INSTALL THERMOPLASTIC STOP LEGEND PER CALTRANS STD A24D. FURNISH AND INSTALL ALL TEMPORARY STOP LEGENDS IMMEDIATELY AFTER PAVING.
4. PAINT DOUBLE YELLOW LINE AND RAISED PAVEMENT MARKERS PER CALTRANS STD A20A, DETAIL 22.
5. REPAINT ALL COLORED CURB WITHIN PROJECT LIMITS.
6. FURNISH AND INSTALL TWO-WAY BLUE REFLECTIVE PAVEMENT MARKER PER CAMUTCD SECTION 3B-11.
7. FURNISH AND INSTALL THERMOPLASTIC 12" CROSSWALK PER CALTRANS STD A24F (CONTINENTAL, 10' WIDE).
8. REPLACE SIGN, TYPE PER PLAN.
9. FURNISH AND INSTALL SIGN AND POST, SIGN TYPE PER PLAN
10. INSTALL THERMOPLASTIC DIP LEGEND CONSISTENT WITH CALTRANS STD A24D



TYPICAL LOCATION OF "STOP" AND STOP BAR
(A) NOT TO SCALE

0 20 40 80 120 160
SCALE: 1" = 40'

NO PARKING THURSDAY 9:00 AM - 11:00 AM STREET SWEEPING
R30B(CA)-1
12" X 18"
SIGN "A"
NTS

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

PLANS PREPARED BY:
Cannon
UNDER THE SUPERVISION OF:
11/23/2021
GARY ESSEX A SOLSONA RCE 68420 DATE

REGISTERED PROFESSIONAL ENGINEER GARY ESSEX A. SOLSONA NO. C68420 CIVIL STATE OF CALIFORNIA

NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS — ENGINEERING DIVISION

SIGNING AND STRIPING PLAN - NORMANDIE AVE TO STA 12+50

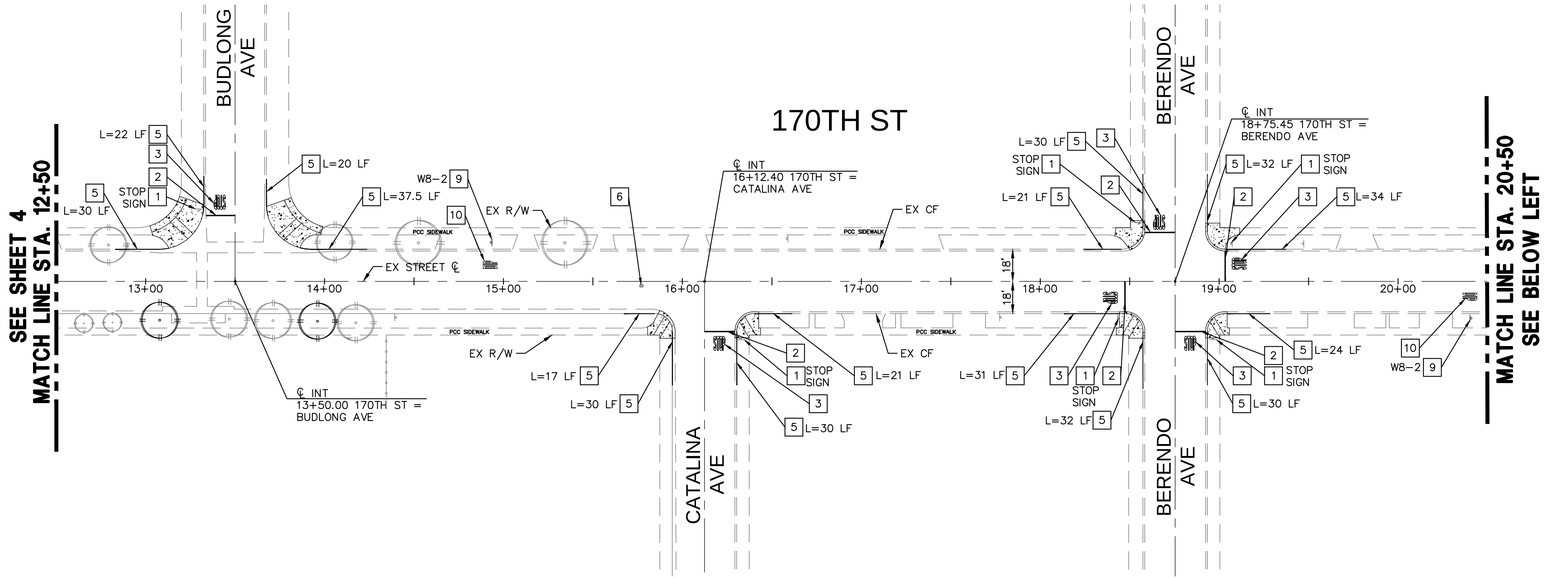
PROJECT : 170TH ST STREET IMPROVEMENT — JN 944
LIMITS: NORMANDIE AVENUE TO VERMONT AVENUE

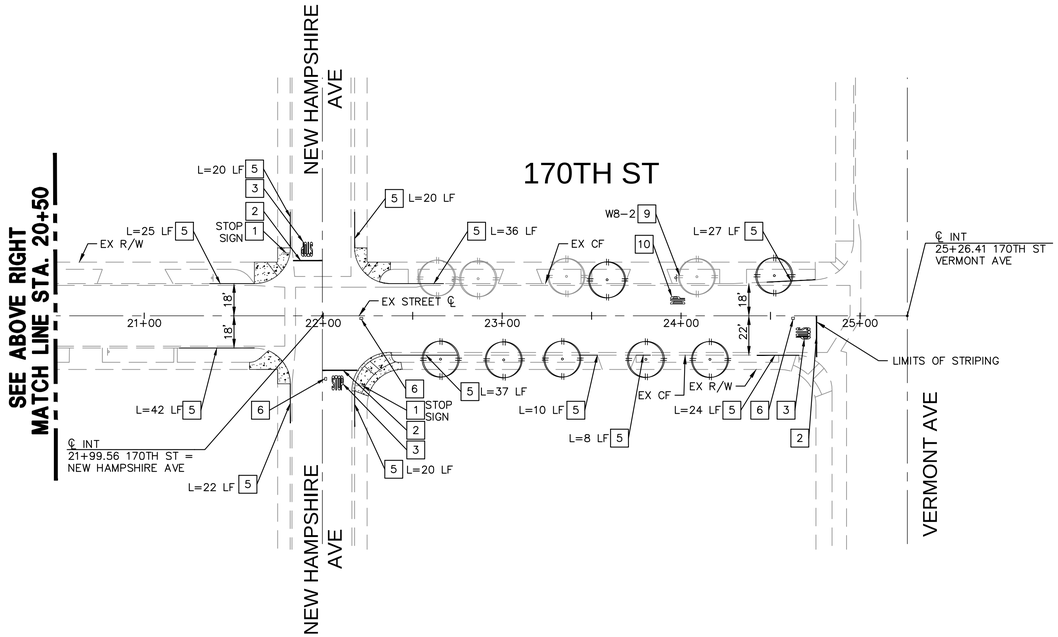
F. B. REF.		
DESIGNED BY	--	--
DRAWN BY	--	--
CHECKED BY	--	--

APPROVED BY : Allan Rigg DATE 12/2/21
PUBLIC WORKS DIRECTOR / CITY ENGINEER

SHT 4 OF 5 — DWG. NO. 5-2598

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GENERAL NOTES:

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6. FURNISH AND INSTALL TWO-WAY BLUE REFLECTIVE PAVEMENT MARKER PER CAMUTCD SECTION 3B-11.
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

0 20 40 80 120 160
SCALE: 1" = 40'

PLANS PREPARED BY:
Cannon
UNDER THE SUPERVISION OF:
11/23/2021
GARY ESSEX A SOLSONA RCE 68420 DATE

REGISTERED PROFESSIONAL ENGINEER
GARY ESSEX A. SOLSONA
NO. C68420
CIVIL
STATE OF CALIFORNIA

NO.	REVISIONS	DATE	BY	APP.

SIGNING AND STRIPING PLAN - STA 12+50 TO VERMONT AVE

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS — ENGINEERING DIVISION
PROJECT : 170TH ST STREET IMPROVEMENT — JN 944
LIMITS: NORMANDIE AVENUE TO VERMONT AVENUE

F. B. REF.		
DESIGNED BY	--	--
DRAWN BY	--	--
CHECKED BY	--	--

APPROVED BY : Allan Rigg DATE 12/2/21
PUBLIC WORKS DIRECTOR / CITY ENGINEER
SHT 5 OF 5 — DWG. NO. 5-2598

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DEPARTMENT of GENERAL SERVICES
1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

RECEIVED
MAY 29 2020

NOTICE OF EXEMPTION

TO: Office of Planning & Research
1400 Tenth Street
Sacramento, CA 95814

County Clerk / Registrar Recorder
ATTN: Environmental Filings Clerk
12400 East Imperial Highway, Room 1101
Norwalk, CA 90650

THIS NOTICE WAS POSTED ON March 25 2020 UNTIL April 24 2020
REGISTRAR – RECORDER/COUNTY CLERK

Project Title: 170th Street Improvement Project, JN 944
Project Location (Specific): Normandie Ave. to Vermont Ave.
Project Location (City): Gardena **Location (County):** Los Angeles County
Description of nature, purpose and beneficiaries of project: This project will overlay the asphalt pavement, replace broken concrete sidewalk and ADA ramps within project limits

Name of public agency approving project: City of Gardena

Name of person or agency carrying out project: City of Gardena

2020 065605
FILED
Mar 25 2020
Dean C. Logan, Registrar – Recorder/County Clerk
Electronically signed by CORTNEY MAFFITT

Exempt Status: (Check One)

Ministerial: (P.R.C. Sec. 21080[b][1]; Guidelines Sec. 15268)
Declared Emergency: (P.R.C. Sec. 21080[b][3]; Guidelines Sec. 15269[a])
Emergency Project (P.R.C. Sec. 21080[b][4]; Guidelines Sec. 15269[b][c])
x Categorical Exemption: Section 15301 Class 1, Existing Facilities
Other: Guidelines Sec. 15061):

Reason why project is exempt: This project consists of minor alteration of existing public facilities and involves negligible or no expansion of use beyond that previously existing.

Contact person: William Mendoza **Telephone:** 310-217-9608

If filed by applicant:
1. Attach certified document of exempting finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Date received for filing:

Clint Osorio 2/11/20

CLINT OSORIO Date
Environmental Quality Officer

NOTE: Exempt from Dept. of Fish & Game Wildlife Fee in accordance with de minimis impact finding (735.5[c])

TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 17.A
Section: DEPARTMENTAL ITEMS - TRANSPORTATION
Meeting Date: September 13, 2022

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

AGENDA TITLE: Approve Contract for Bus Detailing

COUNCIL ACTION REQUIRED:
Staff Recommendation: Approve Contract

RECOMMENDATION AND STAFF SUMMARY:
GTrans operates 52 buses over six routes, 7 days a week, boarding nearly 3 million customers pre-COVID. The GTrans team works diligently to clean and sanitize buses each night, including specialized cleaning of highly touched areas such as stanchions, backs of seats and the bus operator area. GTrans regularly receives commendations from the public about the cleanliness of its buses out on the road each day. This is accomplished with a team of six staff who are specifically designated to clean, probe the fareboxes, replenish signage, and perform numerous other tasks as the buses come through the line each night. These daily tasks do not allow adequate time for a deeper clean of the interior of buses.

GTrans Maintenance staff contacted several firms in the local area to find out who might be able to provide deeper cleaning services for large vehicles like trucks or buses. Most of those contacted did not provide such services, while three were able to do the work: Sardo, Fleetwash and JBT Mobile Detail. Of the three, JBT Mobile Detail, located on Van Ness Avenue nearby in Torrance, provided the most responsive and responsible quote, at the lowest cost.

Therefore, staff recommends that Council approve a contract with JBT Mobile Detail to perform deep cleaning services for its 52, 40-foot buses, each bus being deep-cleaned twice a year. Regular, nightly cleaning will still be performed by GTrans staff. Deep cleaning services include upholstery cleaning, leather conditioning, cleaning of the air conditioning and floors, etc. at a cost of $450 per bus, and a total of $48,321.

FINANCIAL IMPACT/COST:
GTrans has funds included within the FY23 operating budget designated for this purpose. There is no impact to the General Fund.

ATTACHMENTS:
City of Gardena Agreement with JBT Mobile Detail.pdf

APPROVED:



_____

Clint Osorio, City Manager

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
JBT MOBILE DETAIL

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

1. Recitals.

A. City is desirous of obtaining cleaning and detailing services for GTrans vehicles.

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 scope of services outlined in Consultant's proposal, and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.

B. The Services shall be performed in accordance with the Project Schedule. 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 Rachel Yoo 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 and incorporate therein Consultant's proposal in response incorporated herein by reference. 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 City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Attachment A, 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.

8. Term of Agreement/Termination.

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.

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. Confidentiality. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in

strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

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

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

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

16. 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.

17. 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.

18. 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 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; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreements.

C. Consultant covenants that thee 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.

19. 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.

20. 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.

21. Insurance.

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 coverage 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. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage 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 coverage under this policy shall be no less than one million dollars ($1,000,000.00) per occurrence.

2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and non-owned autos 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 Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars 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 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, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, 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. 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, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

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.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or 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 retention 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 therefore, 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.

22. Indemnity.

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

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, 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.

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

23. 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.

24. 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.

25. 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 – GTrans
Attn: Rachel Yoo
13999 S. Western Avenue
Gardena, California, 90249
Email: ryoo@gardenabus.com

JBT Mobile Detail
Attn: Nora Mercado
16112 Van Ness Ave. #3
Torrance, California, 90504
Email: norahmercado91@gmail.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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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. 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.

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

34. 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.

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

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

Date _____

ACCEPTED: JBT MOBILE DETAIL

By _____

Date 8/1/22

APPROVED AS TO FORM:

_____
Carmen Vasquez
City Attorney

JBT Mobile Detail

16112 Van Ness Avenue | 3 | Torrance, California 90504
800-679-4313 | info@mobiledetailjbt.com | www.mobiledetailjbt.com

RECIPIENT:

GTrans

13999 South Western Avenue
Gardena, California 90249
Phone: 4242156828

SERVICE ADDRESS:

13999 South Western Avenue
Gardena, California 90249

Estimate #421

Sent on	Sep 07, 2022
Total	**$48,321.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Interior Detailing for Bus 40ft.	• Detailed vacuum • Extract dirt and shampoo on seats • Upholstery clean, shampoo and steam • Windows cleaned inside &out • Clean & condition leather - Clean crevices - Clean air conditioners - Clean floor - Sanitize all interior • Clean & condition dash, steering wheel, console, door panels - Air Freshener Approximate time 4-6 hours each bus	104	$450.00	$46,800.00

Subtotal	$46,800.00
Service fee (3.25%)	$1,521.00
Total	**$48,321.00**

Prices will remain the same as of today. One bus is a total of $450 each plus a service fee.

Thank you for contacting us, and trusting us to service your vehicle. We will love to help protect your investment, we take pride in our work to fully maintain and gain our customers trust.

Your comment or reply are greatly appreciated, as it lets us know how we can better assist our customers in the future.

If you agree with this quote please reply, or sign below, by tapping our

JBT Mobile Detail

16112 Van Ness Avenue | 3 | Torrance, California 90504
800-679-4313 | info@mobiledetailjbt.com | www.mobiledetailjbt.com

Notes Continued...

approve button.

Thank you again and hope we can see you soon!

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ Date: _____

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 17.B
Section: DEPARTMENTAL ITEMS - TRANSPORTATION
Meeting Date: September 13, 2022

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

AGENDA TITLE: Approve Paratransit Service Agreement with the City of Hawthorne

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Agreement

RECOMMENDATION AND STAFF SUMMARY:

GTrans operates Special Transit Service for senior citizens and customers with physical disabilities residing in the Cities of Gardena, Hawthorne and the unincorporated Los Angeles County communities of Alondra Park, Del Aire and Hawthorne Island. This service is operated using eight modified vans and minivans. All customers must be pre-certified, and the fare for a one-way trip is 75 cents.

The provision of service for the City of Hawthorne is provided under a cooperative agreement between the City of Gardena and the City of Hawthorne. Hawthorne reimburses GTrans for the cost per trip for the number of actual trips provided, less the cash fares collected by GTrans, up to the maximum specified amount.

The two-year agreement with the City of Hawthorne provides compensation to GTrans for the provision of this specific service up to a maximum amount, as displayed below:

	FY22-2023	FY23-2024
City of Hawthorne	$330,000	$330,000

Therefore, it is recommended that Council authorize the execution of the attached, two-year Cooperative Agreement for Paratransit Services with the City of Hawthorne.

FINANCIAL IMPACT/COST:

The City of Hawthorne agrees to reimburse GTrans up to $660,000 over the course of its two-year agreement. There is no impact to the General Fund.

ATTACHMENTS:

MOU_Hawthorne Paratransit FY 2023 & 2024.pdf

APPROVED:



_____

Clint Osorio, City Manager

COOPERATIVE AGREEMENT

BY AND BETWEEN

CITY OF HAWTHORNE

AND

CITY OF GARDENA

FOR

FISCAL YEARS 2022-23 and 2023-24

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AGREEMENT

THIS Cooperative Agreement made and entered into by and between the CITY OF GARDENA, (hereinafter referred to as GARDENA), and the CITY OF HAWTHORNE, (hereinafter referred to as HAWTHORNE):

WITNESSETH

WHEREAS, GARDENA and HAWTHORNE desire to continue Paratransit Services pursuant to the current contract terms and provisions of the AGREEMENT on a month-to-month basis; and

WHEREAS, GARDENA and HAWTHORNE agree that it is in the public interest to continue to provide paratransit service to the eligible elderly (sixty [60] years and older) and persons with disabilities in the area known as HAWTHORNE, and GARDENA as defined in this AGREEMENT and Exhibit A (hereinafter referred to as SERVICE); and

WHEREAS, HAWTHORNE is willing to finance HAWTHORNE'S jurisdictional share of the cost of SERVICE for the term of this AGREEMENT using HAWTHORNE'S Proposition A Local Return transit funds; and

WHEREAS, because of GARDENA/HAWTHORNE joint program set forth herein, GARDENA shall apply for and the Los Angeles County Metropolitan Transportation Authority (LACMTA) may grant a Proposition A Discretionary Incentive Fund grant through its Subregional Paratransit Grant Program.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by GARDENA and HAWTHORNE and of the promises herein contained, it is hereby agreed as follows:

FIRST: GARDENA agrees to provide SERVICE as described in AGREEMENT and Exhibit A.

SECOND: This AGREEMENT, together with Exhibit A, Scope of SERVICE; Exhibit B, General Requirements; Exhibit C, SERVICE Requirements; Exhibit D, SERVICE Area Map; all attached hereto, constitute the entire AGREEMENT.

THIRD: The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2022, through June 30, 2024, and any month-to-month provision of services by GARDENA under this AGREEMENT will automatically terminate on the effective date of a new contract.

FOURTH: HAWTHORNE'S maximum obligation under this AGREEMENT is six hundred and sixty thousand dollars and 00/100 Dollars ($660,000.00). The budget for each fiscal year will be three hundred and thirty thousand and 00/100 Dollars ($330,000.00). HAWTHORNE'S obligation under this AGREEMENT, and GARDENA’s obligation to provide service, are subject to availability of funds in each fiscal year.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF GARDENA on September 13, 2022, and by the City of Hawthorne on _____, 2022, pursuant to authority delegated by the CITY COUNCIL of the CITY OF HAWTHORNE.

CITY OF GARDENA

By_____
Mayor

ATTEST:

By _____
City Clerk

APROVED AS TO FORM:

By_____
City Attorney

CITY OF HAWTHORNE

By_____
Director

By_____
Mayor

By_____
City Clerk

APROVED AS TO FORM:

By_____
City Attorney

EXHIBIT A – SCOPE OF SERVICE

1. SERVICE

GARDENA shall provide eligible riders with paratransit service. GARDENA or its contractor(s) shall furnish SERVICE at such times and places as may be requested according to Exhibit C, SERVICE Requirements and Exhibit D, SERVICE Area Map. GARDENA shall administer, monitor, and evaluate SERVICE.

HAWTHORNE is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law including Title VI of the Civil Rights Act of 1964, as amended. The GARDENA hereby asserts its commitment and assures it will comply.

2. Term of SERVICE

The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2022, through June 30, 2024.

3. Routing and Scheduling

GARDENA and HAWTHORNE have cooperatively established SERVICE requirements and SERVICE area within GARDENA'S available transportation capacity as described in Exhibits C and D. If the SERVICE may be improved by revisions to scheduling, vehicle assignment, fleet size, or area served, the HAWTHORNE Director of Recreation and Community Services (hereinafter referred to as DIRECTOR), and GARDENA shall plan and institute such changes jointly upon mutual consent and documented by correspondence between the parties.

4. Fares

GARDENA shall charge a fare of 75/100 Dollars ($0.75) per one-way ride for all elderly and persons with disabilities within SERVICE area. Escorts of persons with disabilities shall not be charged a fare. At its discretion, GARDENA may accept payment by Transit Access Pass (TAP) cards.

The fare revenue shall be retained by GARDENA to fund a part of total SERVICE operating costs. HAWTHORNE may request and GARDENA shall accept passes or vouchers issued by HAWTHORNE in lieu of the cash fares specified herein. If it is determined that SERVICE may be improved by revisions to fares, HAWTHORNE and GARDENA may plan and institute such changes jointly upon mutual written consent within the terms of this AGREEMENT after holding any public hearing(s) required by law.

5. Payment for SERVICE

A. SERVICE Cost

HAWTHORNE agrees to pay upon receipt of invoice and documentation thereof from GARDENA, the actual per-ride cost of each ride provided to HAWTHORNE community residents, less all cash fares collected up to the maximum obligation amount per fiscal year set forth in the following Subsection B. below, subject to HAWTHORNE'S right to audit in Section 11 of this AGREEMENT. The per-ride cost shall be calculated monthly based on GARDENA'S actual overall SERVICE operating costs divided by total monthly one-way ridership. Overall SERVICE operating costs shall consist of the cost of marketing the program; providing, operating, and maintaining vehicles, drivers, dispatchers, and other necessary personnel; insurance; and direct administrative overhead costs based on GARDENA records.

B. Maximum Obligation

HAWTHORNE'S maximum obligation under this AGREEMENT six hundred and sixty thousand dollars and 00/100 Dollars ($660,000.00). The budget for each fiscal year will be three hundred and thirty thousand and 00/100 Dollars ($330,000.00).). HAWTHORNE'S obligation under this AGREEMENT are subject to availability of funds in each fiscal year.

C. Proposition A Discretionary Fund Grant

GARDENA shall apply with LACMTA for a Proposition A Discretionary Fund Grant in the maximum amount possible. Should GARDENA receive the grant, GARDENA shall apply funds to improve SERVICE or to coordinate transportation services. GARDENA shall provide HAWTHORNE with its short-range transit plan, which will suffice as documentation via the budget of the plan that funds are applied to SERVICE.

D. Invoices for SERVICE

GARDENA shall submit invoices for payment along with the Monthly Service Report and documentation, in the form and number required by HAWTHORNE, within 30 calendar days of the end of each month. Subject to acceptance and approval of invoice by HAWTHORNE, payment will normally be made within 30 calendar days of approval.

6. Marketing

GARDENA shall work with HAWTHORNE in promoting SERVICE to eligible HAWTHORNE community residents. All promotional material specifically disseminated to

HAWTHORNE community residents shall include the following: "This service is financed through funds provided by the CITY OF HAWTHORNE."

7. Safety Program

GARDENA or its contractor(s) shall provide regularly scheduled and on-going formal safety instructions for all operating personnel assigned to perform any activities under this AGREEMENT. Such personnel shall be required to attend regularly- scheduled safety meetings at least twice a year or as required by existing regulations.

8. Personnel and Operations

Compensation of all personnel assigned to perform SERVICE under this AGREEMENT shall be in accordance with all applicable Federal, State, and local ordinances and laws, including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Such personnel shall treat passengers in a courteous manner, be clean and neatly dressed, and be trained in the handling of the elderly and persons with disabilities.

All personnel who are likely to be in contact with the public shall be trained to give accurate information concerning the operations of SERVICE. Upon notice from DIRECTOR concerning unacceptable conduct, demeanor, or appearance of such persons employed by GARDENA or GARDENA'S contractor(s), GARDENA shall take steps necessary to alleviate the cause of concern to DIRECTOR and shall advise DIRECTOR of the steps taken.

HAWTHORNE shall have the right to have authorized HAWTHORNE personnel board any SERVICE vehicle for the purpose of monitoring SERVICE or inspecting vehicle. GARDENA shall have the right to request DIRECTOR to advise GARDENA prior to such action. GARDENA shall work cooperatively with HAWTHORNE to correct on a timely basis any deficiencies or institute improvements noted by HAWTHORNE personnel or inspectors.

GARDENA and/or its contractor(s) shall have the right to refuse SERVICE to any or all passengers if passenger activity will in any way impair the safe operation of any vehicle operating under SERVICE.

9. Equipment Requirements

GARDENA and/or its contractor(s) shall supply sufficient and adequate vehicles and spare vehicles in the event regularly assigned vehicles break down, and a two-way communication dispatch system to ensure the consistent fulfillment of the terms of this AGREEMENT. All vehicles and equipment shall be maintained in good and clean condition, including air conditioning and lift-equipment. The cost of spare vehicles shall be included in GARDENA'S or its contractor's(s') actual overall SERVICE operating costs. GARDENA'S and/or its contractor's(s') equipment and facilities shall meet all requirements of applicable Federal, State, and local laws, including, but not limited to, the Americans with Disabilities Act of 1990.

Further, should GARDENA provide SERVICE by using contractor(s), GARDENA shall actively monitor its contractor's(s') compliance with this AGREEMENT, including the above-mentioned equipment requirements and shall, at all times during the term of this AGREEMENT, ensure that such requirements are satisfied.

10. Recordkeeping and Reporting

GARDENA will provide access to daily ridership logs (i.e., drivers' and dispatchers' logs) or other operational records for SERVICE deemed necessary by DIRECTOR and shall provide copies thereof upon specific request by DIRECTOR. GARDENA shall keep records of all operating costs of SERVICE in accordance with strict accounting procedures. All accidents, defined by law as reportable accidents, involving SERVICE equipment or personnel while operating with HAWTHORNE passengers shall be immediately reported to DIRECTOR. GARDENA shall maintain such operating and fiscal records as necessary to comply with LACMTA Proposition A requirements and procedures and shall maintain all records on file for a minimum of five years following the term of this AGREEMENT. GARDENA shall be responsible for collection of National Transit Database (NTD) data on behalf of HAWTHORNE. GARDENA shall prepare and submit quarterly and annual NTD reports, including HAWTHORNE areas served, in accordance with the Federal Transit Administration NTD guidelines to LACMTA with a copy forwarded to DIRECTOR upon request.

11. Audit and Reimbursement

If, at any time during the term of this AGREEMENT or at any time after the expiration or termination of this AGREEMENT, authorized representatives of HAWTHORNE conduct an audit of GARDENA or GARDENA'S Contractor(s) regarding the services provided to HAWTHORNE per terms of this AGREEMENT and if such audit finds that HAWTHORNE'S dollar liability for such services is less than payments made by HAWTHORNE to GARDENA, then GARDENA agrees that the difference shall be either: 1) repaid immediately by GARDENA to HAWTHORNE by cash payment, or 2) at DIRECTOR'S option, credited against any amounts due by GARDENA to HAWTHORNE, or against any future payments hereunder to GARDENA. If such audit finds that HAWTHORNE'S dollar liability for services provided hereunder is more than payments made by HAWTHORNE to GARDENA, then the difference shall be paid to GARDENA by HAWTHORNE by cash payment provided that in no event shall HAWTHORNE'S maximum obligation, as set forth in this AGREEMENT, be exceeded.

EXHIBIT B – GENERAL REQUIREMENTS

1. Interpretation of AGREEMENT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with legal counsel regarding the terms of this AGREEMENT and are fully cognizant of all terms and conditions herein. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this AGREEMENT and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the AGREEMENT, Scope of Service, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

AGREEMENT The written agreement covering the performance of the SERVICE and the furnishing of labor, materials, supervision, and equipment in the performance of the SERVICE.

CITY COUNCIL The HAWTHORNE City Council.

GARDENA The CITY OF GARDENA.

Contractor The person or persons, sole proprietor, partnership, joint venture, corporation or other entity that has entered into an agreement or contract with the GARDENA to perform or execute the SERVICE covered herein.

HAWTHORNE The CITY OF HAWTHORNE, and/or CITY OF HAWTHORNE Department of Recreation and Community Services.

HAWTHORNE's Chief Executive Officer Chief Executive Officer for the CITY OF HAWTHORNE appointed by the CITY COUNCIL.

Day Calendar day(s) unless otherwise specified.

DIRECTOR The Chief of General Services- Public Works of the CITY OF HAWTHORNE or his/her designee.

Fiscal Year The 12-month period beginning July 1st and ending the following June 30th.

Recreation and Community Services CITY OF HAWTHORNE Department of Recreation and Community Services.

SERVICE The entire contemplated SERVICE work scope prescribed in the Scope of Service and covered by this AGREEMENT.

Specifications The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this AGREEMENT.

Subcontract An agreement by Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor at any tier.

Subcontractor Any individual, person or persons, sole proprietor, firm, partnership, joint venture, company, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this agreement, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2. Standard Terms and Conditions Pertaining to AGREEMENT Administration

A. Amendments

1. For any change, which affects the scope of service, AGREEMENT sum, payments, or any term or condition included in this AGREEMENT, an amendment shall be prepared and executed by GARDENA and CITY COUNCIL or if delegated by CITY COUNCIL, the DIRECTOR and GARDENA.

2. CITY COUNCIL or HAWTHORNE's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this AGREEMENT during the term of this AGREEMENT. HAWTHORNE reserves the right to add and/or change such provisions as required by CITY COUNCIL or the Chief Executive Officer. To implement such changes, an amendment to this AGREEMENT shall be prepared by Recreation and Community Services for execution by GARDENA and DIRECTOR.

3. HAWTHORNE may, at its sole discretion, authorize extensions of time to this AGREEMENT'S term. GARDENA agrees that such extensions of time shall not change any other term or condition of this AGREEMENT during the period of such extensions. To implement an extension of time, an amendment to this AGREEMENT shall be prepared and executed by

GARDENA and CITY COUNCIL or if delegated by CITY COUNCIL, DIRECTOR and GARDENA. To the extent that extensions of time for GARDENA performance do not impact either scope or cost of this AGREEMENT, DIRECTOR may, at her sole discretion, grant GARDENA extensions of time provided; however, the aggregate of all such extensions during the life of this AGREEMENT shall not exceed 60 days.

B. Budget Reduction

In the event that the CITY COUNCIL adopts, in any fiscal year, a HAWTHORNE budget, which provides for reduction in the salaries and benefits paid to the majority of HAWTHORNE employees or imposes similar reductions with respect to HAWTHORNE contracts, HAWTHORNE reserves the right to reduce its payment obligation under this AGREEMENT correspondingly for that fiscal year and any subsequent fiscal year during the term of this AGREEMENT (including any extensions) and the services to be provided by GARDENA under this AGREEMENT shall also be reduced correspondingly. HAWTHORNE'S notice to GARDENA regarding said reduction in payment obligation shall be provided within 30 calendar days of the CITY COUNCIL'S approval of such actions. Except as set forth in the preceding sentences, GARDENA shall continue to provide all of the services set forth in this AGREEMENT.

C. Compliance with Applicable Laws

1. GARDENA, or its Contractor, shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated by reference. This AGREEMENT shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, GARDENA and HAWTHORNE agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this AGREEMENT and further agree and consent that venue of any action brought in connection with or arising out of this AGREEMENT, shall be exclusively in HAWTHORNE.

2. GARDENA, or its Contractor, shall defend, indemnify and hold HAWTHORNE harmless from and against any and all liability, damages, costs, expenses including, but not limited to, defense costs and attorney's fees arising from, or related to, any alleged violation on the part of GARDENA or its employees, agents, or Contractors of any such laws, rules, regulations, ordinances, or directives.

3. GARDENA, or its Contractor, will at its sole cost and expense, register and license such buses, bus equipment, and drivers as may be necessary or

required to operate said buses and bus equipment on public roads and streets.

D. Compliance with Civil Rights Laws

GARDENA hereby assures that it will comply with its civil rights obligations under the California Government Code section 12900 et seq. and Chapter 21 of the Civil Rights Act of 1964, as provided in 42 USC Sections 2000e et seq., to the end that no person shall, on the grounds of race, religious creed, color, sex, religion, age, condition of physical disability, marital status, sexual orientation, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT. GARDENA shall comply with its Equal Employment Opportunity Certification.

E. Employment Eligibility Verification

1. GARDENA warrants that it fully complies with all Federal and State statutes and regulations of all of its employees performing work under this AGREEMENT. GARDENA shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. GARDENA shall retain all such documentation for all covered employees for the period prescribed by law.

2. GARDENA shall indemnify, defend, and hold harmless, HAWTHORNE, its CITY COUNCIL, agents, officers, and employees from employer sanctions and any other liability, which may be assessed against GARDENA or HAWTHORNE or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

F. No Payment for Services Provided Following Expiration/Suspension/ Termination of AGREEMENT

GARDENA shall have no claim against HAWTHORNE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by GARDENA after the expiration, suspension, or termination of this AGREEMENT. Should GARDENA receive any such payment, it shall immediately notify HAWTHORNE and shall immediately repay all such funds to HAWTHORNE. Payment by HAWTHORNE for services rendered after expiration/suspension/termination of this AGREEMENT shall not constitute a

waiver of HAWTHORNE'S right to recover such payment from GARDENA. This provision shall survive the expiration/suspension/termination of this AGREEMENT.

G. Notice to Employees Regarding the Federal Earned Income Credit

GARDENA shall notify its employees, and shall require each Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit E).

H. Recordkeeping

GARDENA will retain all records relating to this AGREEMENT for a minimum period of two years following expiration or termination hereof. All such records shall be available for inspection by designated auditors of HAWTHORNE at reasonable times during normal working hours. Records shall be in accordance with the State Uniform System of Accounting.

I. Recycled-Content Paper Products

Consistent with CITY COUNCIL policy to reduce the amount of solid waste deposited at HAWTHORNE landfills, GARDENA agrees to use recycled-content paper to the maximum extent possible for this SERVICE.

J. Warranty Against Contingent Fees

1. GARDENA warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by GARDENA for the purpose of securing business.

2. For breach or violation of this warranty, HAWTHORNE shall have the right, in its sole discretion, to terminate this AGREEMENT for default, deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Termination

A. Termination/Suspension of AGREEMENT

Each party reserves the right to suspend or terminate any or all portions of SERVICE in this AGREEMENT for any reason, without further obligation to the other party except as provided in this AGREEMENT, upon giving thirty (30) calendar day's written notice to the other party.

B. Termination/Suspension for Improper Consideration

1. DIRECTOR may, by written notice to GARDENA, immediately suspend or terminate the right of GARDENA to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by GARDENA, either directly or through an intermediary, to any HAWTHORNE officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment or extension of this AGREEMENT, or the making of any determinations with respect to GARDENA'S performance pursuant to this AGREEMENT. In the event of such suspension or termination, HAWTHORNE shall be entitled to pursue the same remedies against GARDENA as it could pursue in the event of default by GARDENA.

2. GARDENA shall immediately report any attempt by a HAWTHORNE officer or employee to solicit such improper consideration. The report shall be made to HAWTHORNE manager charged with the supervision of the employee.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

C. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this AGREEMENT, HAWTHORNE shall not be obligated for GARDENA'S performance hereunder or by any provision of this AGREEMENT during any of HAWTHORNE'S fiscal years following the fiscal year in which the AGREEMENT is executed unless and until CITY COUNCIL appropriates funds for this AGREEMENT in HAWTHORNE'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. HAWTHORNE will notify GARDENA in writing of any such non-allocation of funds at the earliest possible date.

4. Indemnification and Insurance Requirements

A. In addition to all other indemnities in favor of HAWTHORNE in this AGREEMENT, GARDENA shall indemnify, defend, and hold harmless HAWTHORNE, CITY COUNCIL, its officers, agents, employees, and its special districts, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, or property damage arising from or connected with any alleged act or omission of GARDENA, or its contractor(s) in connection with the SERVICE, including, but not limited to maintenance of equipment or operation of SERVICE, including any workers' compensation suits, liability, or expense. GARDENA expressly waives application of Government Code Section 895.2, which provides for joint and several liabilities of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. The provisions of Section 2778 of the California Civil Code are made a part hereof.

In addition, without limiting the GARDENA'S foregoing indemnity in favor of HAWTHORNE, if GARDENA provides SERVICE through a Contractor, GARDENA shall use its best effort to include in its contract with any Contractor(s) providing SERVICE under this AGREEMENT a provision with the above terms whereby the Contractor(s) agree(s) to indemnify, defend, and hold harmless HAWTHORNE, CITY COUNCIL, its officers, agents, employees, and special districts, as third-party beneficiaries, on the same basis the GARDENA indemnifies, defends, and holds harmless the HAWTHORNE under this AGREEMENT.

B. Without limiting GARDENA'S and GARDENA Contractor's indemnification of HAWTHORNE, during the term of this AGREEMENT, GARDENA shall provide and maintain, or if GARDENA'S Contractor provides SERVICE, GARDENA shall ensure that its Contractor(s) provide and maintain, the program(s) of insurance covering its operations hereunder as specified in Section 4.E.

Such program(s) and evidence of insurance shall be satisfactory to DIRECTOR and primary to and not contributing with any other insurance maintained by or for HAWTHORNE. Certificate(s) or other evidence of coverage shall be delivered to DIRECTOR prior to commencing SERVICE under this AGREEMENT and shall contain the express condition that HAWTHORNE is to be given written notice by registered mail at least 30 calendar days in advance of any modification or termination of insurance. Evidence of insurance program(s) shall be as specified in Exhibit F.

C. GARDENA'S obligations to indemnify, defend, and hold harmless in this AGREEMENT in favor of HAWTHORNE shall survive the termination or expiration of this AGREEMENT.

D. GARDENA, or its Contractor(s), shall maintain the following insurance coverage:

1. Liability

Such insurance shall be endorsed naming HAWTHORNE as an additional insured as follows:

> The City of Hawthorne, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers are included as additional insured with respect to transportation services provided by the named insured.

This statement must appear exactly as written on all certificates of insurance for liability coverage.

Such insurance shall include:

a) General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations; contractual; independent Contractors; advertising; products/completed operations; broad form property damage; and contractual, independent Contractor, and personal injury with a combined single limit of not less than Four Million and 00/100 Dollars ($4,000,000.00) per occurrence.

i. If written with an annual aggregate limit, the policy limit should be three times the above-required occurrence limit.

ii. If written on a claim form, GARDENA shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.

A certificate evidencing such insurance coverage and an endorsement naming HAWTHORNE as additional insured thereunder shall be filed with DIRECTOR prior to GARDENA providing SERVICE hereunder.

b) Automobile liability insurance endorsed for all owned, hired, and nonowned vehicles in an amount as recommended by the Public Utilities Commission, but not less than the following:

i. Seating capacity of 16 passengers or more (including driver), Ten Million and 00/100 Dollars ($10,000,000.00).

ii. Seating capacity of 15 passengers or less (including driver), Five Million and 00/100 Dollars ($5,000,000.00).

A certificate evidencing such insurance coverage and an endorsement naming HAWTHORNE as additional insured thereunder shall be filed with DIRECTOR prior to GARDENA providing SERVICE hereunder.

2. Workers' Compensation

A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including employer's liability with a One Million and 00/100 Dollars ($1,000,000.00) limit, covering all persons GARDENA is legally required to cover.

A certificate evidencing such insurance coverage shall be filed with DIRECTOR prior to GARDENA providing SERVICE hereunder.

3. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million and 00/100 Dollars ($2,000,000.00) per claim and Two Million and 00/100 Dollars ($2,000,000.00) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

4. City Contractor(s)

Insurance requirements stated above apply to all City Contractor(s) as well as GARDENA, provided, however, that DIRECTOR will accept evidence from GARDENA of self-insurance program, which meets the requirements stated above.

5. Failure to Procure Insurance

Failure on the part of GARDENA or GARDENA'S Contractor(s) to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which HAWTHORNE may, at its sole and absolute discretion, immediately terminate this AGREEMENT.

EXHIBIT C – SERVICE REQUIREMENTS

Eligibility Requirements: SERVICE shall be restricted to the elderly (sixty [60] years and older) and persons with disabilities and their escorts. Eligible disabled persons are persons who because of physical or mental disabilities cannot reasonably use conventional transportation. HAWTHORNE shall determine the eligibility of patrons and HAWTHORNE shall maintain appropriate records (i.e., Application for Eligibility, List of Eligible Riders, etc.) and take any actions necessary to ensure that only eligible patrons use SERVICE.

Service Area: SERVICE shall be provided in GARDENA, HAWTHORNE and designated satellite areas. GARDENA and DIRECTOR may approve service to additional locations.

Hours of Service:

7:00 a.m. to 5:00 p.m., Monday through Friday
8:00 a.m. to 5:00 p.m., Saturdays
8:00 a.m. to 2:30 p.m., Sundays and Holiday

Advance Reservation Requirements: A twenty-four hour advance reservation shall normally be required to schedule rides; however, same day service will be provided subject to availability of capacity. Patrons shall be picked up no earlier than ten minutes before and no later than ten minutes after the requested pickup time unless emergency conditions prevail. GARDENA will provide backup service to patrons in emergencies when deemed necessary by GARDENA to satisfy needs and avoid disruption of normal SERVICE at no additional cost to HAWTHORNE. Group rides shall be emphasized and encouraged.

Fares: GARDENA shall charge a fare of 75/100 Dollars ($0.75) per one-way ride for all elderly and persons with disabilities within SERVICE area. Escorts of persons with disabilities shall not be charged a fare.

The fare revenue shall be retained by GARDENA to fund a part of total SERVICE operating costs pursuant to Section 5.A. of Exhibit A – SCOPE OF SERVICE. HAWTHORNE may request and GARDENA shall accept passes or vouchers issued by HAWTHORNE in lieu of the cash fares specified herein. If it is determined that SERVICE may be improved by revisions to fares, HAWTHORNE and GARDENA may plan and institute such changes jointly upon mutual written consent within the terms of this AGREEMENT after holding any public hearing(s) required by law.

EXHIBIT D – SERVICE AREA MAP

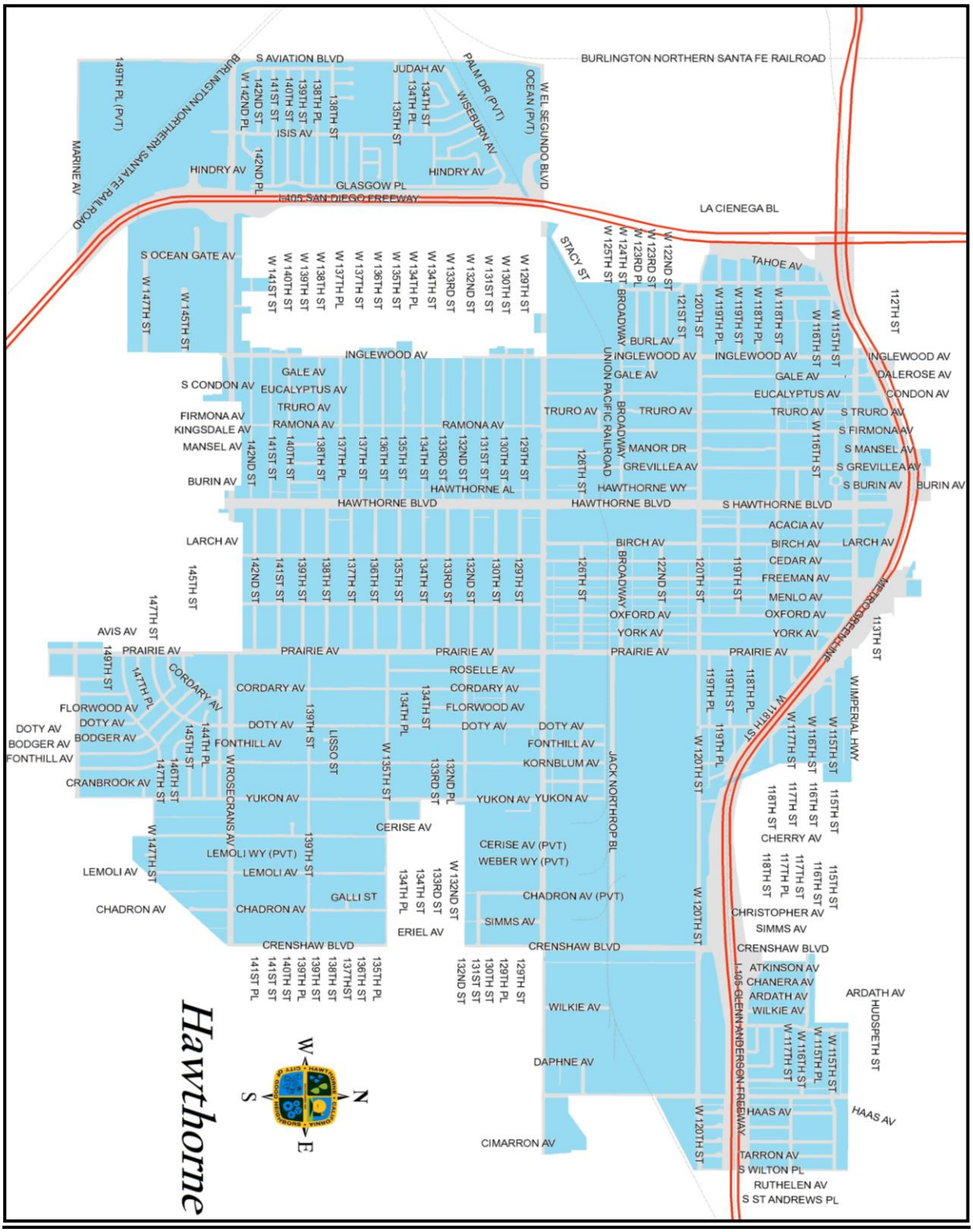


EXHIBIT E – EVIDENCE OF INSURANCE PROGRAMS

GARDENA shall submit to HAWTHORNE evidence of satisfactory insurance programs' and vehicle's information as required below:

1. Certificate of insurance, which specifically identifies this AGREEMENT and which, includes but not limited to, the following:

    a. Full name of the insurer
    b. Name and address of the insured and, if SERVICE is provided in whole or in part by taxicabs, the taxicabs' operators name
    c. Full name of program (example: Happy Seniors' Dial-A-Ride)
    d. Insurance policy number
    e. Type(s) and limit(s) of liability coverage
    f. Certificate issue date
    g. Certificate expiration date
    h. Condition that the insurer shall notify HAWTHORNE in writing at least 30 calendar days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will "endeavor to mail notice" or "intends to notify" are not acceptable

    i. *Signature of an agent* authorized to do business with the insurer

2. Copies of endorsements for each policy or program insurance naming HAWTHORNE as the additional insured as follows:

    The CITY OF HAWTHORNE, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers are included as additional insured with respect to transportation services provided by the named insured.
    .

3. The following information for each of the insured vehicle(s):

    a. Vehicle make
    b. Vehicle model
    c. Vehicle year
    d. Vehicle license number
    e. Vehicle identification number
    f. Vehicle seating capacity

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 17.C
Section: DEPARTMENTAL ITEMS - TRANSPORTATION
Meeting Date: September 13, 2022

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

AGENDA TITLE: Approve Paratransit Service Agreement with Los Angeles County

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Agreement

RECOMMENDATION AND STAFF SUMMARY:

GTrans operates Special Transit Service for senior citizens and customers with physical disabilities residing in the Cities of Gardena, Hawthorne and the unincorporated Los Angeles County communities of Alondra Park, Del Aire and Hawthorne Island. This service is operated using eight modified vans and minivans. All customers must be pre-certified, and the fare for a one-way trip is 75 cents.

The provision of service for the specified communities in unincorporated Los Angeles County, is provided under a cooperative agreement between the City of Gardena and Los Angeles County. The County reimburses GTrans for the cost per trip for the number of actual trips provided, less the cash fares collected by GTrans, up to the maximum specified amount.

The two-year agreement with Los Angeles County provides compensation to GTrans for the provision of this specific service up to a maximum amount, as displayed below:

	FY22-2023	FY23-2024
Los Angeles County	$ 85,000	$ 85,000

Therefore, it is recommended that Council authorize the execution of the attached, two-year Cooperative Agreement for Paratransit Services with Los Angeles County.

FINANCIAL IMPACT/COST:

The County of Los Angeles agrees to reimburse GTrans up to $170,000 over the course of its two-year agreement. There is no impact to the General Fund.

ATTACHMENTS:

MOU_LA County Paratransit FY 2023 & 2024.pdf

APPROVED:



_____

Clint Osorio, City Manager

COOPERATIVE AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF GARDENA

FOR

ALONDRA PARK, DEL AIRE, AND
HAWTHORNE ISLAND
PARATRANSIT SERVICE

FISCAL YEARS 2022-23 and 2023-24

ALONDRA PARK, DEL AIRE, AND HAWTHORNE ISLAND PARATRANSIT SERVICE

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AGREEMENT

THIS cooperative AGREEMENT, made and entered into by and between the CITY OF GARDENA, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY desire to continue Paratransit Services pursuant to the current contract terms and provisions of the AGREEMENT on a month-to-month basis; and

WHEREAS, CITY and COUNTY agree that it is in the public's interest to continue providing paratransit service to the eligible elderly sixty (60) years and older and persons with disabilities in the unincorporated COUNTY communities of Alondra Park, Del Aire, and Hawthorne Island, and CITY as defined in this AGREEMENT and Exhibit A (hereinafter referred to as SERVICE); and

WHEREAS, COUNTY is willing to finance COUNTY'S jurisdictional share of the cost of SERVICE for the term of this AGREEMENT using COUNTY'S Proposition A Local Return transit funds; and

WHEREAS, because of CITY/COUNTY joint program set forth herein, CITY shall apply for and the Los Angeles County Metropolitan Transportation Authority (hereinafter referred to as LACMTA), may grant a Proposition A Discretionary Incentive Fund grant through its subregional paratransit grant program, (hereinafter referred to as GRANT).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

FIRST: CITY agrees to provide SERVICE as described in AGREEMENT and Exhibit A.

SECOND: This AGREEMENT, together with Exhibit A, Scope of SERVICE; Exhibit B, General Requirements; Exhibit C. SERVICE Requirements; Exhibit D, SERVICE Area Map; Exhibit E, Internal Revenue Service Notice 1015; Exhibit F, Evidence of Insurance Programs; Exhibit G, Jury Service Ordinance; Exhibit H, Employee Jury Service Form; and Exhibit I, Safely Surrendered Baby Law Program; and Exhibit J, COVID – 19 Vaccination Certification of Compliance; all attached hereto, constitute the entire AGREEMENT.

THIRD: The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2022, through June 30, 2024.

FOURTH: COUNTY'S maximum obligation under this AGREEMENT is One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00) with a maximum

obligation for each fiscal year of Eighty-Five Thousand and 00/100 Dollars ($85,000.00) or such greater amount as the BOARD may approve. COUNTY'S obligation under this AGREEMENT is subject to availability of funds in each fiscal year's budget.

FIFTH: This AGREEMENT constitutes the entire AGREEMENT between the COUNTY and the CITY with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings. This AGREEMENT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed AGREEMENT.

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by CITY OF GARDENA on September 13, 2022, and by the DIRECTOR OF PUBLIC WORKS on _____, pursuant to authority delegated by the COUNTY OF LOS ANGELES Board of Supervisors on_____, Item ___.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Deputy

City of Gardena

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A – SCOPE OF SERVICE

1. SERVICE

CITY shall provide eligible riders with paratransit service. CITY or its contractor(s) shall furnish SERVICE at such times and places as may be requested according to Exhibit C, SERVICE Requirements, and Exhibit D, SERVICE Area Map. CITY shall administer, monitor, and evaluate SERVICE.

COUNTY is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law, including Title VI of the Civil Rights Act of 1964, as amended. The CITY hereby asserts its commitment and assures it will comply.

2. Term of SERVICE

The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2022, through June 30, 2024.

3. Routing and Scheduling

CITY and COUNTY have cooperatively established SERVICE requirements and SERVICE area within CITY'S available transportation capacity as described in Exhibits C and D. If it is determined that SERVICE may be improved by revisions to scheduling, vehicle assignment, fleet size, or area served, the COUNTY'S Director of Public Works (hereinafter referred to as DIRECTOR) or his designee, and CITY shall plan and institute such changes jointly upon mutual consent and documented by correspondence between the parties.

4. Fares

All fares shall be retained by CITY to partially fund total SERVICE operating costs. COUNTY may request and CITY shall accept passes or vouchers issued by COUNTY in lieu of the cash fares specified herein. If it is determined that SERVICE may be improved by revisions to fares, COUNTY and CITY may plan and institute such changes jointly upon mutual written consent within the terms of this AGREEMENT after holding any public hearing(s) required by law.

5. Payment for SERVICE

A. Paratransit Service Cost

COUNTY agrees to pay, upon receipt of invoice and documentation thereof from CITY, the actual per-ride cost of each ride provided to the unincorporated COUNTY community residents, less all cash fares collected

up to the maximum obligation amount in accordance with fiscal year set forth in the following Subsection B. below, subject to COUNTY'S right to audit in Section 11 of this AGREEMENT. The per-ride cost shall be calculated monthly based on CITY'S actual overall SERVICE operating costs divided by total monthly one-way ridership. Overall SERVICE operating costs shall consist of the cost of marketing the program; providing, operating, and maintaining vehicles, drivers, dispatchers, and other necessary personnel; insurance; and direct administrative overhead costs based on CITY records.

B. Maximum Obligation

COUNTY'S, maximum obligation under this AGREEMENT for Fiscal Years 2022-23 through 2023-24 is One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00) or such greater amount as the BOARD may approve. The budget for each fiscal year is Eighty-Five Thousand and 00/100 Dollars ($85,000.00) or such greater amount as the BOARD may approve. COUNTY'S obligation under this AGREEMENT is subject to availability of funds in each fiscal year's budget.

C. Proposition A Discretionary Fund GRANT

CITY shall apply to LACMTA for a Proposition A Discretionary Fund Grant in the maximum amount possible. Should CITY receive the grant, CITY shall apply funds to improve SERVICE or to coordinate transportation SERVICES. CITY shall provide COUNTY with its short-range transit plan, which will suffice as documentation via the budget of the plan that funds are applied to SERVICE.

D. Invoices for SERVICE

CITY shall submit invoices for payment along with the monthly service report and documentation in the form and number required by COUNTY within thirty (30) calendar days of the end of each month. Subject to acceptance and approval of invoice by COUNTY, payment will normally be made within thirty (30) calendar days of approval.

The COUNTY has, at its sole discretion, determined the most efficient and secure default form of payment for any amounts due for services provided under an AGREEMENT with the COUNTY. CITY further agree that the default form of payment shall be electronic funds transfer or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller.

At the request of the Auditor-Controller and/or Public Works, the CITY shall provide the Auditor-Controller with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this AGREEMENT. Such electronic banking and related information include, but is not limited to, bank account number and routing number, legal business name, valid taxpayer identification number, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the Auditor-Controller determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than electronic funds transfer or direct deposit shall supersede this requirement with respect to those payments.

At any time during the duration of the AGREEMENT, CITY may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the Auditor-Controller is not feasible and an alternative is necessary. The Auditor-Controller, in consultation with Public Works, shall decide whether to approve exemption requests.

6. Marketing

CITY shall work with COUNTY in promoting SERVICE to eligible unincorporated COUNTY community residents. Marketing may use any media subject to review by DIRECTOR. All promotional material specifically disseminated to the unincorporated COUNTY community residents shall include the following: This service is financed through funds provided by the COUNTY.

7. Safety Program

CITY or its Contractor(s) shall provide regularly scheduled and ongoing formal safety instructions for all operating personnel assigned to perform any activities under this AGREEMENT. Such personnel shall be required to attend regularly scheduled safety meetings at least twice a year or as required by existing regulations.

8. Personnel and Operations

Compensation of all personnel assigned to perform SERVICE under this AGREEMENT shall be in accordance with all applicable Federal, State, and local ordinances and laws, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Such personnel shall treat passengers in a

courteous manner, be clean and neatly dressed, and be trained in the handling of the elderly and persons with disabilities.

All personnel who are likely to be in contact with the public shall be trained to give accurate information concerning the operations of SERVICE. Upon notice from DIRECTOR concerning unacceptable conduct, demeanor, or appearance of such persons employed by CITY or CITY'S contractor(s), CITY shall take steps necessary to alleviate the cause of concern to DIRECTOR and shall advise DIRECTOR of the steps taken.

COUNTY shall have the right to have authorized COUNTY personnel board any SERVICE vehicle for the purpose of monitoring SERVICE or inspecting vehicle. CITY shall have the right to request DIRECTOR to advise CITY prior to such action. CITY shall work cooperatively with COUNTY to correct, on a timely basis, any deficiencies or institute improvements noted by COUNTY personnel or inspectors.

CITY and/or its contractor(s) shall have the right to refuse SERVICE to any or all passengers, if passenger activity will in any way impair the safe operation of any vehicle operating under SERVICE.

9. Equipment Requirements

CITY shall supply or require its Contractor(s) to supply sufficient and adequate vehicles, all maintained in good and clean condition, including air conditioning, lift equipment, spare vehicles, in the event of regularly assigned vehicle breakdown, and a two-way communication dispatch system to ensure the consistent fulfillment with the terms of this AGREEMENT. The cost of spare vehicles shall be included in CITY'S actual overall SERVICE operating costs. CITY shall require that its Contractors' equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws, including but not limited to, the Americans with Disabilities Act of 1990. Furthermore, if SERVICE is provided by CITY Contractor(s), CITY shall actively monitor its Contractors' compliance with the above-mentioned equipment requirements and shall at all times during the term of this AGREEMENT ensure that such requirements are satisfied.

10. Recordkeeping and Reporting

CITY will provide access to daily ridership logs (i.e., driver and dispatcher logs), or other operational records for SERVICE deemed necessary by DIRECTOR and shall provide copies thereof upon specific request by DIRECTOR. CITY shall report quarterly unincorporated COUNTY area ridership to DIRECTOR. CITY shall keep records of all operating costs of SERVICE in accordance with strict accounting procedures. All accidents, defined by law as reportable accidents, involving SERVICE equipment or personnel while operating with COUNTY passengers shall be immediately reported to DIRECTOR. CITY shall maintain such operating and fiscal records as necessary to comply with LACMTA Proposition A requirements and procedures and shall maintain all records on file for a minimum of five (5) years following the term of this AGREEMENT. CITY shall be responsible for collection of National Transit Database (NTD) data on behalf of COUNTY. CITY shall prepare and submit quarterly and annual NTD reports, including the unincorporated COUNTY areas served, in accordance with the Federal Transit Administration NTD guidelines to LACMTA with a copy forwarded to DIRECTOR upon request.

11. Audit and Reimbursement

If, at any time during the term of this AGREEMENT or at any time after the expiration or termination of this AGREEMENT, authorized representatives of COUNTY conduct an audit of CITY, or CITY'S Contractor(s) regarding the SERVICES provided to COUNTY per terms of this AGREEMENT and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CITY, then CITY agrees that the difference shall be either: 1) repaid forthwith by CITY to COUNTY by cash payment, or 2) at Director's option, credited against any future payments hereunder to CITY. If such audit finds that COUNTY'S dollar liability for SERVICES provided hereunder is more than payments made by COUNTY to CITY, then the difference shall be paid to CITY by COUNTY through cash payment provided that in no event shall COUNTY'S maximum obligation, as set forth in this AGREEMENT, be exceeded.

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EXHIBIT B – GENERAL REQUIREMENTS

1. Interpretation of AGREEMENT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with legal counsel regarding the terms of this AGREEMENT and are fully cognizant of all terms and conditions herein. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this AGREEMENT and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the AGREEMENT the following terms are used, the intent and meaning shall be interpreted as follows:

AGREEMENT The written AGREEMENT covering the performance of the SERVICE and the furnishing of labor, materials, supervision, and equipment in the performance of the SERVICE.

BOARD The County of Los Angeles Board of Supervisors.

CITY The City of Gardena.

CONTRACTOR The person or persons, sole proprietor, partnership, joint venture, corporation or other entity that has entered into an agreement or contract with the CITY to perform or execute the SERVICE covered herein.

COUNTY County of Los Angeles and/or Los Angeles County Public Works.

Chief Executive Officer Chief Executive Officer for the County of Los Angeles appointed by the BOARD.

Day Calendar day(s) unless otherwise specified.

DIRECTOR The Director of Public Works of the County of Los Angeles or his designee.

Fiscal Year The 12-month period beginning July 1st and ending the following June 30th.

Public Works Los Angeles County Public Works.

SERVICE The entire contemplated SERVICE work scope prescribed in the Scope of Service and covered by this AGREEMENT.

Specifications The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this AGREEMENT.

Subcontract An agreement by contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor at any tier.

Subcontractor Any individual, person or persons, sole proprietor, firm, partnership, joint venture, company, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this agreement, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2. Standard Terms and Conditions Pertaining to AGREEMENT Administration

A. Amendments

1. For any change that affects the scope of service, AGREEMENT sum, payments, or any term or condition included in this AGREEMENT, an amendment shall be prepared and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR, and CITY.

2. BOARD or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this AGREEMENT during the term of this AGREEMENT. COUNTY reserves the right to add and/or change such provisions as required by BOARD or the Chief Executive Officer. To implement such changes, an amendment to this AGREEMENT shall be prepared by Public Works and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR.

3. COUNTY may, at its sole discretion, authorize extensions of time to this AGREEMENT'S term. CITY agrees that such extensions of time shall not change any other term or condition of this AGREEMENT during the period of such extensions. To implement an extension of

time, an amendment to this AGREEMENT shall be prepared and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR. To the extent that extensions of time for CITY performance do not impact either scope as set forth in Exhibit A attached hereto or cost of this AGREEMENT, DIRECTOR may, at his sole discretion, grant CITY extensions of time provided; however, the aggregate of all such extensions during the life of this AGREEMENT shall not exceed sixty (60) days.

B. Budget Reduction

In the event that the BOARD adopts, in any fiscal year, a COUNTY budget, which provides for reduction in the salaries and benefits paid to the majority of COUNTY employees or imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this AGREEMENT correspondingly for that fiscal year and any subsequent fiscal year during the term of this AGREEMENT (including any extensions) and the services to be provided by CITY under this AGREEMENT shall also be reduced correspondingly. COUNTY'S notice to CITY regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the BOARD'S approval of such actions. Except as set forth in the preceding sentences, CITY shall continue to provide all of the services set forth in this AGREEMENT.

C. Compliance with Applicable Laws

1. CITY, or its Contractor, shall comply with all applicable Federal, State, local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated by reference. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, CITY and COUNTY agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this AGREEMENT and further agree and consent that venue of any action brought in connection with or arising out of this AGREEMENT, shall be exclusively in the COUNTY of Los Angeles.

2. CITY, or its Contractor, shall defend, indemnify and hold COUNTY harmless from and against any and all liability, damages, costs, expenses including, but not limited to, defense costs and attorney's fees arising from, or related to, any alleged violation on the part of CITY or its employees, agents, or Contractors of any such laws, rules, regulations, ordinances, or directives.

3. CITY, or its Contractor, will at its sole cost and expense, register and license such buses, bus equipment, and drivers as may be necessary or required to operate said buses and bus equipment on public roads and streets.

D. Compliance with Civil Rights Laws

CITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT. CITY shall comply with its Equal Employment Opportunity Certification.

E. CITY'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

1. CITY acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

2. As required by COUNTY'S Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting CITY'S duty under this AGREEMENT to comply with all applicable provisions of law, CITY warrants that it is now in compliance and shall during the term of this AGREEMENT maintain and shall require its contractor to maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and the California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

F. Employment Eligibility Verification

1. CITY warrants that it fully complies with all Federal and State statutes and regulations of all its employees performing work under this AGREEMENT. CITY shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal

and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CITY shall retain all such documentation for all covered employees for the period prescribed by law.

2. CITY shall, defend, and hold harmless the COUNTY, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability that may be assessed against Contractor or COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

G. No Payment for Services Provided Following Expiration/Suspension/ Termination of AGREEMENT

CITY shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CITY after the expiration, suspension, or termination of this AGREEMENT. Should CITY receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/suspension/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from CITY. This provision shall survive the expiration/suspension/termination of this AGREEMENT.

H. Notice to Employees Regarding the Federal Earned Income Credit

CITY shall notify its employees, and shall require each Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit E).

I. Record Retention

CITY will retain all records relating to this AGREEMENT for a minimum period of five (5) years following expiration or termination hereof. All such records shall be available for inspection by designated auditors of COUNTY at reasonable times during normal working hours. Records shall be in accordance with the State Uniform System of Accounting.

J. Recycled-Content Paper Products

Consistent with BOARD policy to reduce the amount of solid waste deposited at COUNTY landfills, CITY agrees to use recycled content paper to the maximum extent possible for this SERVICE.

K. Warranty Against Contingent Fees

1. CITY warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by CITY for the purpose of securing business.

2. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to terminate this AGREEMENT for default, deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Termination

A. Termination/Suspension of AGREEMENT

Each party reserves the right to suspend or terminate any or all portions of SERVICE in this AGREEMENT for any reason, without further obligation to the other party except as provided in this AGREEMENT, upon giving thirty (30) calendar day's written notice to the other party.

B. Termination/Suspension for Improper Consideration

1. DIRECTOR may, by written notice to CITY, immediately suspend or terminate the right of CITY to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by CITY, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment or extension of this AGREEMENT, or the making of any determinations with respect to CITY'S performance pursuant to this AGREEMENT. In the event of such suspension or termination, COUNTY shall be entitled to pursue the same remedies against CITY as it could pursue in the event of default by CITY.

2. CITY shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision

of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at 1 (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

C. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for CITY'S performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S fiscal years following the fiscal year in which the AGREEMENT is executed, unless and until BOARD appropriates funds for this AGREEMENT in COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT may be suspended or terminated as of June 30th of the last fiscal year for which funds were appropriated. COUNTY will notify CITY in writing of any such nonallocation of funds at the earliest possible date.

4. Indemnification and Insurance Requirements

Insurance requirements stated below apply to all CITY contractor(s) as well as CITY, provided, however, that DIRECTOR will accept evidence from CITY of self-insurance program that meets the requirements stated below.

A. In addition to all other indemnities in favor of COUNTY in this AGREEMENT, CITY shall indemnify, defend, and hold harmless COUNTY, BOARD, its officers, agents, employees, and its special districts, (hereafter collectively referred to as COUNTY indemnitees) from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, or property damage arising from or connected with any alleged act or omission of CITY, or its contractor(s) in connection with the SERVICE, including but not limited to, maintenance of equipment or operation of SERVICE, including any workers' compensation suits, liability, or expense and excepting any such loss or damage arising from the sole negligence or willful misconduct of COUNTY indemnitees. CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liabilities of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. The provisions of Section 2778 of the California Civil Code are made a part hereof.

In addition, without limiting the CITY'S foregoing indemnity in favor of COUNTY indemnitees, if CITY provides SERVICE through a contractor, CITY shall use its best effort to include in its contract with any contractor(s)

providing SERVICE under this AGREEMENT a provision with the above terms whereby the contractor(s) agree(s) to indemnify, defend, and hold harmless COUNTY indemnitees, as third-party beneficiaries, on the same basis the CITY indemnifies, defends, and holds harmless the COUNTY indemnitees under this AGREEMENT.

B. Without limiting CITY'S and CITY contractor's indemnification of COUNTY, during the term of this AGREEMENT, CITY shall provide and maintain, or if CITY'S contractor provides SERVICE, CITY shall ensure that its contractor(s) provide and maintain, the program(s) of insurance covering its operations hereunder as specified in Section 4.E.

Such program(s) and evidence of insurance shall be satisfactory to DIRECTOR and primary to and not contributing with any other insurance maintained by or for COUNTY. Certificate(s) or other evidence of coverage shall be delivered to DIRECTOR prior to commencing SERVICE under this AGREEMENT and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification or termination of insurance. Evidence of insurance program(s) shall be as specified in Exhibit F.

C. The parties agree Assumption of Liability Agreement 33585 approved by the BOARD on December 27, 1977, and/or a Joint Indemnity Agreement approved by the BOARD on October 8, 1991, shall not apply in relation to the SERVICE.

D. The CITY'S obligation to indemnify, defend, and hold harmless in this AGREEMENT in favor of COUNTY indemnitees shall survive the termination or expiration of this AGREEMENT.

E. CITY, or its contractor(s), shall maintain the following insurance coverage:

1. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office, Inc., policy Form CG 00 01), naming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	$4 million
Products/Completed Operations Aggregate:	$4 million
Personal and Advertising Injury:	$4 million
Each Occurrence:	$4 million

2. Automobile Liability written on Insurance Services Office, Inc., policy Form CA 00 01 or its equivalent. Such insurance shall include coverage for all owned, nonowned, and hired vehicles, or coverage

for any auto, in an amount as recommended by the Public Utilities Commission, but not less than the following can be met by a combination of primary and excess insurance coverage:

a. Seating capacity of 16 passengers or more (including driver), Ten Million and 00/100 Dollars ($10,000,000.00).

b. Seating capacity of 15 passengers or less (including driver), Five Million and 00/100 Dollars ($5,000,000.00).

c. Taxicabs, as defined by Vehicle Code Section 27908, a minimum of One Hundred Thousand and 00/100 Dollars ($100,000.00) per person, One Million and 00/100 Dollars ($1,000,000.00) per occurrence, and Fifty Thousand and 00/100 Dollars ($50,000.00) property damage, or a combined single limit of One Million and 00/100 Dollars ($1,000,000.00).

A certificate evidencing such insurance coverage and required endorsements additional insured endorsements thereunder shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

3. Workers' Compensation

A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including employer's liability with a One Million and 00/100 Dollars ($1,000,000.00) limit, covering all persons CITY is legally required to cover. A certificate evidencing such insurance coverage shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

4. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million and 00/100 Dollars ($2,000,000.00) per claim and Two Million and 00/100 Dollars ($2,000,000.00) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse; molestation; harassment; mistreatment or maltreatment of a sexual nature.

5. Failure to Procure Insurance

Failure on the part of CITY or CITY'S contractor(s) to procure or maintain required insurance shall constitute a material breach of this

AGREEMENT upon which COUNTY may, at its sole and absolute discretion, immediately terminate this AGREEMENT.

5. Compliance with COUNTY'S Jury Service Program

A. Jury Service Program

This AGREEMENT is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Exhibits G and H include the Jury Service Ordinance and Jury Service Form. The City shall complete and sign Exhibit H (Jury Service form).

B. Written Employee Jury Service Policy

1. CITY is a contractor subject to compliance with the COUNTY'S Jury Service Program unless CITY has demonstrated to COUNTY'S satisfaction either that CITY is not a contractor as defined in Jury Service Program (Section 2.203.020 of Los Angeles County Code) or that CITY qualifies for an exception to the Jury Service Program under (Section 2.203.070 of Los Angeles County Code). CITY shall have and adhere to a written policy that provides that its employees shall receive from CITY, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CITY or that CITY deduct from the employee's regular pay the fees received for jury service. If CITY uses any contractor to perform services for COUNTY under this AGREEMENT, contractor shall also be subject to the provisions of the Jury Service Program. The requirements of this Section shall be inserted into any contract agreement between CITY and any contractors that provide SERVICE; and a copy of the Jury Service Program shall be attached to the agreement requiring the such contractor(s) to complete Exhibit H (Jury Service Form) and comply with the requirements of this Section.

2. For purposes of the COUNTY'S Jury Service Program, contractor means a person, partnership, corporation, or other entity that has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand 00/100 Dollars ($50,000.00) or more in any 12-month period under one or more COUNTY contracts or subcontracts. Employee means any California resident who is a full-time employee of contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if 1) the lesser number

is a recognized industry standard as determined by COUNTY or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term temporary services of ninety (90) days or less within a 12-month period is not considered full-time for purposes of the Jury Service Program.

3. If CITY is not required to comply with the Jury Service Program when this AGREEMENT commences, CITY shall have a continuing obligation to review the applicability of the COUNTY'S Jury Service Program for the SERVICE, and CITY shall immediately notify COUNTY if CITY at any time either comes within the Jury Service Program's definition of contractor or if CITY no longer qualifies for an exception to the Jury Service Program. In either event, CITY shall immediately implement a written policy consistent with the COUNTY'S Jury Service Program. COUNTY may also require, at any time during this AGREEMENT, and at its sole discretion, that CITY demonstrate to COUNTY'S satisfaction that CITY either is not a contractor as defined by Section 2.203.020 and/or that CITY continues to qualify for an exception to the Jury Service Program.

4. CITY'S violation of this section may constitute a material breach of AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate or suspend the AGREEMENT as provided in Exhibit B, Section 3.A., Termination/Suspension of AGREEMENT.

6. Safely Surrendered Baby Law Program

A. CITY'S Acknowledgment of COUNTY'S Commitment to the Safely Surrendered Baby Law

CITY acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CITY understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. CITY will also encourage its Contractors, if any, to post this poster in a prominent position in the Contractor's place of business. The CITY and its Contractors can access posters and other campaign material can be found at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

CITY shall notify and provide to its employees and shall require each Contractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. Additional information is available in Exhibit I of this AGREEMENT and at www.babysafela.org.

7. Time Off for Voting

The CITY shall notify its employees and shall require each Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten (10) days before every Statewide election, every CITY and its Contractor, shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provision of Section 14000.

8. Compliance with COUNTY'S Zero Tolerance Policy on Human Trafficking

CITY acknowledges that the COUNTY has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a CITY or member of CITY'S staff is convicted of a human trafficking offense, the COUNTY shall require that the CITY or member of CITY'S staff be removed immediately from performing services under the AGREEMENT. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of CITY'S staff pursuant to this paragraph shall not relieve CITY of its obligation to complete all work in accordance with the terms and conditions of this AGREEMENT.

9. Compliance with Fair Chance Employment Practices

CITY shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. CITY'S violation of this paragraph of the AGREEMENT may constitute a material breach of the AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the AGREEMENT.

10. Compliance with the COUNTY Policy of Equity

The CITY acknowledges that the COUNTY takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the COUNTY Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The CITY further

acknowledges that the COUNTY strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The CITY, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the CITY, its employees or its Subcontractors to uphold the COUNTYS expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the CITY to termination of contractual agreements as well as civil liability.

11. COVID-19 Vaccinations of Personnel providing SERVICE to Public

A. CITY shall verify that all personnel who are likely to be in contact with the public under this Agreement, including personnel providing SERVICE on behalf of the CITY through subcontracts (SERVICE Personnel) are in compliance with Chapter 2.212 (COVID-19 Vaccinations of COUNTY Contractor Personnel) of COUNTY Code Title 2 - Administration, Division 4. All SERVICE Personnel must be fully vaccinated against the novel coronavirus 2019 (COVID-19) prior to (1) interacting in person with COUNTY employees, interns, volunteers, and commissioners (COUNTY workforce members), (2) working on COUNTY owned or controlled property while performing SERVICES under this AGREEMENT, and/or (3) coming into contact with the public while performing SERVICES under this AGREEMENT.

B. SERVICE Personnel are considered fully vaccinated against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (WHO).

C. Prior to assigning SERVICE Personnel to perform In-Person Services, CITY shall obtain proof that such Personnel have been fully vaccinated by confirming SERVICE Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (Vaccination Record Card); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (QR) code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth,

vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from an entity who follows the CDPH vaccination records guidelines and standards. CITY shall also provide written notice to COUNTY before the start of work under this AGREEMENT that its SERVICE Personnel are in compliance with the requirements of this section. CITY shall retain such proof of vaccination for the document retention period set forth in this AGREEMENT, and must provide such records to the COUNTY for audit purposes, when required by COUNTY.

D. PCITY shall evaluate any medical or sincerely held religious exemption request of its SERVICE Personnel, as required by law. If CITY has determined that SERVICE Personnel is exempt pursuant to a medical or sincerely held religious reason, the CITY must also maintain records of the SERVICE Personnel's testing results. The CITY must provide such records to the COUNTY for audit purposes, when required by COUNTY. The unvaccinated exempt SERVICE Personnel must meet the following requirements prior to (1) interacting in person with COUNTY workforce members, (2) working on COUNTY owned or controlled property while performing services under this AGREEMENT, and/or (3) coming into contact with the public while performing SERVICES:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by COUNTY or other applicable law, regulation or order.

2. Wear a mask that is consistent with CDC recommendations at all times while on COUNTY controlled or owned property, and while engaging with members of the public and COUNTY workforce members.

3. Engage in proper physical distancing, as determined by the applicable COUNTY requirements.

E. In addition to complying with the requirements of this section, CITY shall also comply with all other applicable local, departmental, State, and Federal laws, regulations, and requirements for COVID-19. A completed Exhibit J (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the COUNTY.

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EXHIBIT C – SERVICE REQUIREMENTS

Eligibility Requirements: SERVICE shall be restricted to the elderly sixty (60) years and older and persons with disabilities and their escorts. Eligible disabled persons are persons who because of physical or mental disabilities cannot reasonably use conventional transportation. CITY shall determine the eligibility of patrons and CITY shall maintain appropriate records (i.e., Application for Eligibility, List of Eligible Riders, etc.) and take any actions necessary to ensure that only eligible patrons use SERVICE.

Service Area: SERVICE shall be provided in CITY and the unincorporated COUNTY communities of Alondra Park, Del Aire, and Hawthorne Island as identified in Exhibit D. CITY and DIRECTOR may approve service to additional locations.

Hours of Service:

7 a.m. to 7 p.m., Monday through Friday
9 a.m. to 4 p.m., Saturdays
8 a.m. to 2:30 p.m., Sundays and Holiday

Advance Reservation Requirements: A 24-hour advance reservation shall normally be required to schedule rides; however, same day service will be provided subject to availability of capacity. Patrons shall be picked up no earlier than ten (10) minutes before and no later than ten (10) minutes after the requested pickup time unless emergency conditions prevail. CITY will provide backup service to patrons in emergencies when deemed necessary by CITY to satisfy needs and avoid disruption of normal SERVICE at no additional cost to COUNTY. Group rides shall be emphasized and encouraged.

Fares: CITY shall charge a fare of 75/100 Dollars ($0.75) each one-way ride for all elderly and persons with disabilities within SERVICE area. Escorts of persons with disabilities shall not be charged a fare. CITY may accept payment by Transit Access Pass (TAP) cards.

EXHIBIT D – SERVICE AREA MAP

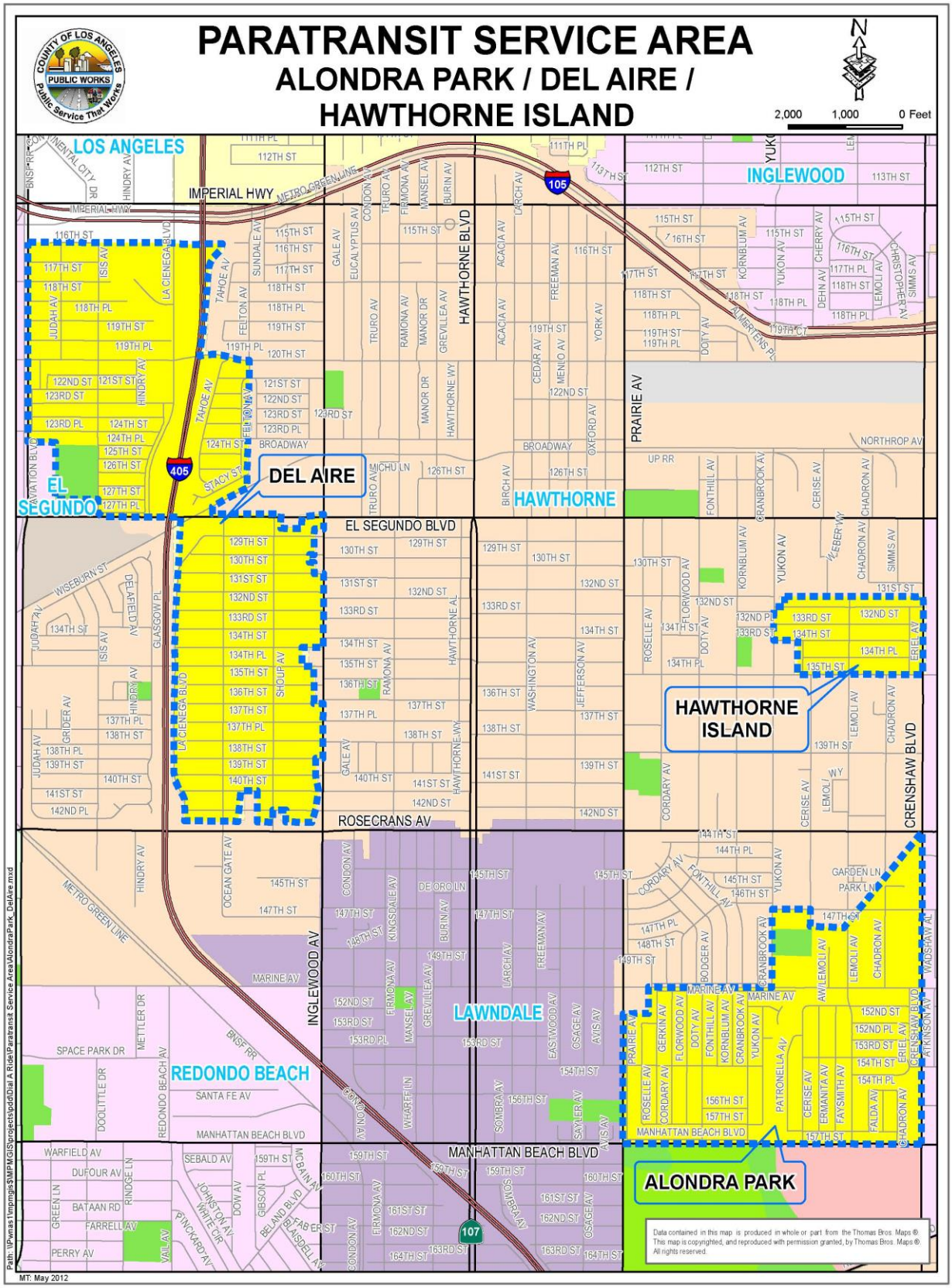


EXHIBIT E – INTERNAL REVENUE SERVICE NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015
(Rev. December 2021)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4**,** Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2021 are less than $57,414 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797**,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy.

If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2022.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of $800, he or she must file a 2021 tax return to get the $800 refund.

Notice 1015 (Rev. 12-2021)
Cat. No. 20599I

EXHIBIT F – EVIDENCE OF INSURANCE PROGRAMS

CITY shall submit to COUNTY evidence of satisfactory insurance programs and vehicle(s)' information as required below:

1. Certificate of insurance, which specifically identifies this AGREEMENT and which, includes but not limited to, the following:

    a. Full name of the insurer.

    b. Name and address of the insured and, if SERVICE is provided in whole or in part by taxicabs, the taxicabs' operators name.

    c. Full name of program (example: Happy Seniors' Dial-A-Ride).

    d. Insurance policy number.

    e. Type(s) and limit(s) of liability coverage.

    f. Certificate issue date.

    g. Certificate expiration date.

    h. Condition that the insurer shall notify COUNTY in writing at least thirty (30) calendar days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will endeavor to mail notice or intends to notify are not acceptable.

    i. Signature of an agent authorized to do business with the insurer.

2. Copies of endorsements for each policy or program insurance naming the COUNTY as the additional insured as follows:

    The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers are included as additional insured with respect to transportation services provided by the named insured.

3. The following information for each of the insured vehicle(s):

    a. Vehicle make

    b. Vehicle model

    c. Vehicle year

d. Vehicle license number

e. Vehicle identification number

f. Vehicle seating capacity

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EXHIBIT G – JURY SERVICE ORDINANCE

An ordinance amending Title 2-Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings. The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers such as the County of Los Angeles, who pay their permanent, full-time employees while on jury duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this Chapter:

A. "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/1000 Dollars ($50,000.00) or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for, or on behalf of the County, but does not include:

1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this Chapter; or

2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or

3. A purchase made through a State or Federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment, or systems maintained by the County pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the *Los Angeles County Fiscal Manual*, Section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-2810 or a successor provision; or

7. A nonagreement purchase with a value of less than $5,000 pursuant to the L*os Angeles County Purchasing Policy and Procedures Manual*, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section PP-1100, or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the Chief Executive Officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full-time.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

2.203.030 Applicability. This Chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This Chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this Chapter only if the solicitations for such contracts stated that the Chapter would be applicable.

2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The Chief Executive Officer shall be responsible for the administration of this Chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this Chapter and shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this Chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this Chapter, the County department head responsible for administering the contract may do one or more of the following:

A. Recommend to the Board of Supervisors the termination of the contract; and/or

B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

A. Other Laws. This Chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This Chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and

2. Has annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars ($500,000.00); and

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

Dominant in its field of operation means having more than 10 employees and annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, exceed Five Hundred Thousand and 00/100 Dollars ($500,000.00).

Affiliate or subsidiary of a business dominant in its field of operation means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

2.203.090 Severability. If any provision of this Chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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EXHIBIT H – EMPLOYEE JURY SERVICE FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: City of Gardena		
Company Address: 1700 West 162nd Street		
City: Gardena	**State:** CA	**Zip Code:** 90247
Telephone Number: 310-217-9500		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ❑ My business does not meet the definition of contractor, as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding 12-months, which if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five (5) days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Dana Pynn	**Title:** Transit Administrative Officer
Signature:	**Date:** 8/25/2022

EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

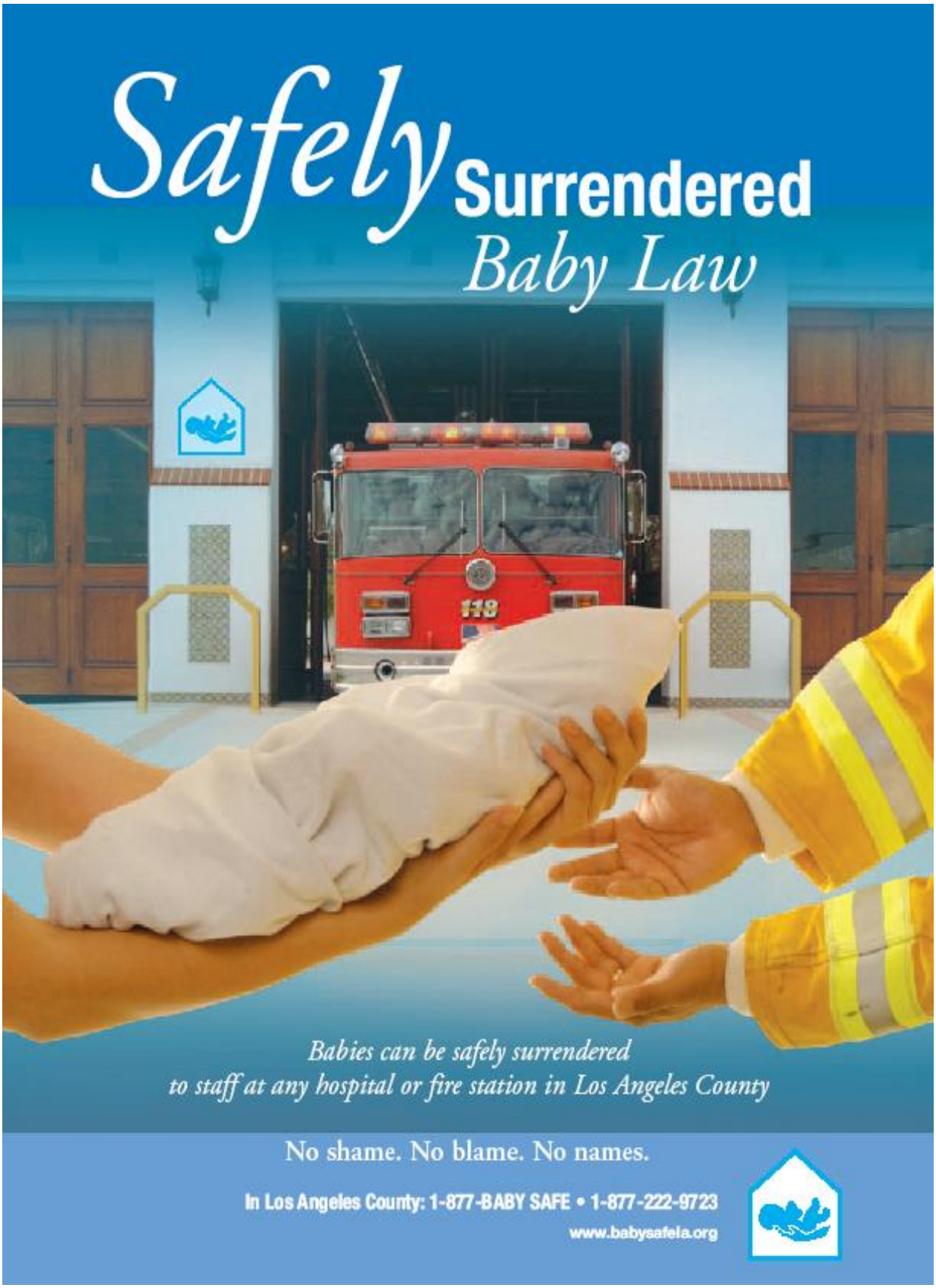


EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Exhibit J – COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of COUNTY PROVIDER Personnel)

I, Ernie Crespo, on behalf of City of Gardena, (the "PROVIDER"), certify that on COUNTY AGREEMENT:

AGREEMENT Number	
AGREEMENT Name	Cooperative Agreement By and Between Los Angeles County and City of Gardena for Paratransit Services

☐ All PROVIDER Personnel on this AGREEMENT are fully vaccinated as required by the Ordinance.

☒ Most PROVIDER Personnel* on this AGREEMENT are fully vaccinated as required by the Ordinance. The PROVIDER or its employer of record, has granted a valid medical or religious exemption to the below identified PROVIDER Personnel. PROVIDER will certify weekly that the following unvaccinated PROVIDER Personnel have tested negative within 72 hours of starting their work week under the COUNTY AGREEMENT, unless the contracting COUNTY department requires otherwise. The PROVIDER Personnel who have been granted a valid medical or religious exemption are (LIST ALL PROVIDER PERSONNEL):

*PROVIDER Personnel includes subcontractors at all tiers.

Gurtha Allen

I have authority to bind the PROVIDER, and have reviewed the requirements above and further certify that I will comply with said requirements.

Company/PROVIDER Name: City of Gardena - GTrans	
Print Name: Ernie Crespo	Title Director of Transportation
Signature: Ernie Crespo	Date 9/8/2022

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 18.A
Section: COUNCIL ITEMS
Meeting Date: September 13, 2022

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

AGENDA TITLE: Discussion on the Development of a Policy to Donate Buses to Local Non-Profits

COUNCIL ACTION REQUIRED:

Discuss donating buses to local non-profits and provide staff direction regarding a Bus Donation Policy

RECOMMENDATION AND STAFF SUMMARY:

At the August 9, 2022 Council Meeting, Councilmember Love issued a directive, seconded by Councilmember Francis, to agendize a discussion regarding a policy to donate buses to non-profit organizations. The recommendation is for Council to provide staff with direction as to whether or not Council would like to develop a policy to donate buses to non-profits and if staff is to prepare and present a bus donation policy.

FTA Requirements Regarding Federal Assets

GTrans buses are typically purchased with federal funds. According to FTA Circular 5010. E, for buses that were purchased with federal funds, grantees may not dispose of an asset before end of its useful life, which in the case of a 40-foot bus is a minimum of either 12 years or 500,000 miles. GTrans has the goal of trying to replace vehicles close to this date, but often due to lack of funding, must wait longer to accumulate needed capital replacement funds. So as with most transit agencies, buses are often in use longer than the 12 years.

As vehicles get older, they become more costly to maintain, requiring more labor and parts, and have a greater potential to disrupt service when they are in use. When GTrans is ready to dispose of its buses, they are typically auctioned off by a third party and the proceeds, less the administrative fees, are returned to GTrans for use with its capital program. In the past, buses have generated between $2,000 - $4,000 dollars, depending on the age and type of bus that was auctioned. According to the regulations, FTA is entitled to a portion of proceeds from a sale of over $5,000, which must be returned to them.

GTrans Fleet Maintenance and Disposition Plan

As previously stated, as the fleet gets older, buses become more costly to maintain, and because of this there is not typically a secondary market for vehicles which reach this stage, other than from the City's Sister City of Huatabampo. And, Huatabampo has let us know they

were only interested in GTrans' diesel-powered buses and not its current outgoing fleet of gasoline hybrid buses, because diesel buses are more universal to maintain. The gasoline-hybrid buses – 42 of which are now the vehicles slated for disposal over the next three years – are some of the most challenging and costly buses to maintain. This is due to the technical expertise it requires to maintain the buses, along with the high cost and availability of the parts. Below is a summary of the major parts required for these buses, along with their cost and lead time:

Parts	**Unit Cost**	**Notes**
Duo Inverters	$36,000	Need two per bus; Lead time 17+ weeks
Mono Inverters	$12,000	Need four per bus; Lead time of 22+ weeks
Flanders Gear Box	$24,000	Lead time of 14+ weeks
Siemens 200 kW generator	$27,000	Lead time of 14+ weeks
Drive Motors	$20,000	Need two per bus; Lead time is 8+ weeks

In FY2022, the average cost to maintain a gasoline hybrid electric bus was $22,893, including parts and labor. This is more than double the cost of one of GTrans' current electric or CNG fleet of vehicles. Furthermore, hybrid buses accounted for nearly 85 percent of the mechanical system failures, which prevent the bus from completing its revenue service trip. These specific challenges are why in 2018, the FTA allowed GTrans to early-retire seven of its worst-performing buses.

As new CNG and zero-emission battery electric replacement buses arrive over the course of the next several years, GTrans has projected a schedule for disposal of the retired buses.

Fleet Year	**Quantity**	**Model**	**Disposal Target Year**
2005	14	New Flyer 40-Foot Gasoline Hybrid Electric	2023
2009	17	New Flyer 40-Foot Gasoline Hybrid Electric	2024
2010	11	New Flyer 40-Foot Gasoline Hybrid Electric	2023
2015	1	BYD Electric Bus	2025
Total	**43**		

Policy Guidance to Consider

In the development of a policy on donating buses to community non-profits, several

components should be considered:

Eligibility Criteria for Interested Non-Profits

1. Technical expertise to maintain buses and perform appropriate preventative maintenance
2. Ability to provide proof of insurance
3. Confirmation that potential drivers will have all applicable licenses and training
4. Proof of adequate financial capacity to maintain buses

Guidelines for Selecting Non-Profits for Bus Donation

Equally important is obtaining policy guidance from Council on what criteria should be used to select the successful non-profit for bus donation, as well as who should actually select the specific non-profits to receive the buses.

FINANCIAL IMPACT/COST:

The estimated cost to GTrans is unknown at this time, and depends on the ultimate valuation of the vehicles at the time of disposal, and the portion of that value exceeding $5,000 required to be returned to the FTA. There is no impact to the General Fund.

ATTACHMENTS:

APPROVED:



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Clint Osorio, City Manager