

GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

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

Tuesday, November 19, 2024 Open Session 7:30 p.m.

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

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. ATTEND THE MEETING IN PERSON

PUBLIC COMMENT: The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:

- Agenda Items At the time the City Council considers the item or during Oral Communications
- Non-agenda Items During Oral Communications
- Public Hearings At the time for Public Hearings listed on the Agenda

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. 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 cityclerk@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

1. ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

2. **CLOSED SESSION**

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. PLEDGE OF ALLEGIANCE

Gardena Christian Academy & Preschool

4. **INVOCATION**

Pastor Brian Ramsay Restoration Church

5. **PRESENTATIONS**

5.A Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena for Mark Thompson, Lieutenant - 30 years (Police Department)

Mark Thompson Certificate

5.B Gardena Events Video Presentation

6. **PROCLAMATIONS**

- 6.A "2024 Small Business Saturday, November 30, 2024" *To be Proclaimed Only* Proclaim Only-Small Business Saturday 2024.pdf
- 6.B "Law Enforcement Records and Support Personnel Appreciation Week" November 11, 2024 through November 15, 2024 *to be accepted by Gardena Police Department, Records Personnel.*

Law Enforcement Records and Support Personnel Appreciation Week Proclamation.pdf

7. APPOINTMENTS

7.A Council Appointments to Commissions, Committees, Councils and Boards (Appointees to be Ratified and Sworn In)

Youth Commission - Abisola Ogundimu (Appointed by Council Member Francis)

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.

PUBLIC COMMENT ON 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, October 22, 2024

CONTACT: CITY CLERK

10222024 REGULAR Minutes CC Meeting - FINAL.pdf

8.C Approval of Warrants/Payroll Register, November 12, 2024

CONTACT: ADMINISTRATIVE SERVICES

Warrant-Payroll Register 11-12-24.pdf

8.D Personnel Report P-2024-17 11-19-24

CONTACT: ADMINISTRATIVE SERVICES

PERS RPT P-2024-17 11-19-24.pdf

Att. #1 Classification and Compensation Schedule - November 19 2024.pdf Attachment #2 Deputy Police Chief Job Desciption.pdf

8.E Acceptance and Notice of Completion for the Nakaoka Community Center Room F and G HVAC Upgrade Project, JN 563

CONTACT: PUBLIC WORKS

NOC_NCC Rm F & G_JN 563.pdf

8.F Acceptance and Notice of Completion for the New Pedestrian Crosswalk with HAWK Signal System Vermont Avenue and 133rd Street Project, JN 972 CONTACT: PUBLIC WORKS

NOC CPE JN 972.pdf

8.G Acceptance and Notice of Completion of GTrans Design-Build of a CNG Fueling Station, RFP 2020-05

CONTACT: TRANSPORTATION

Notice of Completion - CNG Design Build - RFP 2020-05.pdf

9. **EXCLUDED CONSENT CALENDAR**

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

- 10.A NOVEMBER 5, 2024 MEETING Meeting Cancelled 2024 11 05 CANCELLATION.pdf
- 10.B NOVEMBER 19, 2024 MEETING Meeting Cancelled 2024 11 19 CANCELLATION.pdf

11. 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.A PUBLIC COMMENT

11-19-2024 Regular CC Meeting - PC#1 - Oral Communication.pdf 11-19-2024 Regular CC Meeting - PC#2 - Oral Communication.pdf

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

12.A Acceptance of the Government Finance Officers Association Distinguished Budget Presentation Award for Fiscal Year 2024-2025 and 2025-2026

Staff Recommendation: Receive and File the Government Finance Officers Association Distinguished Budget Presentation Award for Fiscal Year 2024-2025

and 2025-2026.

Certificate of Recognition, Administrative Services Department.pdf Budget Award 2024.pdf

- 13. <u>DEPARTMENTAL ITEMS COMMUNITY DEVELOPMENT</u>
- 14. <u>DEPARTMENTAL ITEMS ELECTED & CITY MANAGER'S OFFICES</u>
- 15. **DEPARTMENTAL ITEMS POLICE**
- 16. **DEPARTMENTAL ITEMS PUBLIC WORKS**

16.A Award Construction Contract for the Western Avenue and Normandie Avenue Railroad Crossing Rehabilitation Projects, JN 537 & 540, to Cali State Paving, Inc. in the amount of \$240,220. Additionally, Declare California Environmental Quality Act (CEQA) Exemption under Section 15301, Approve the Project Plans & Specifications and Project Contingency

Staff Recommendation:

- Award Construction Contract
- Declare CEQA Exemption Under Section 15301
- Approve Project Plans and Specifications
- Approve Project Contingency

Location Map JN 537 540.pdf

Specs & Plans_Detour and Pavement Rehab_JN537_540.pdf
Contract Documents Detour and Pavement Rehab JN537 540 CSPI.pdf

16.B Approval of Consultant Engineering Staff Augmentation Services from Project Partners, Inc. for an amount not to exceed \$242,000

Staff Recommendation: Approval of Consultant Engineering Staff Augmentation Services

Proposal for Civil Engineering Support Services _Project Partners.pdf PW On-Call Consultant Agreement Project Partners Inc FINAL.pdf

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

18.A Approve Purchase of Six (6), 40-foot Zero-Emission Battery Electric Buses for \$9,125,616, Authorize Program Total of \$10,038,178, and Approve Payment Milestones

Staff Recommendation:

- Approve Purchase of Six (6), 40-foot Zero-Emission Battery Electric Buses for \$9.125.616
- Authorize Program Total of \$10,038,178
- Approve Payment Milestones

Gardena CA (6) 40' Battery Electric Buses off State of WA RFP 2020-06719-01 - 10-30-2024 REV 2.pdf

Product Brochure GILLIG 2024.pdf

Gillig_GTrans_Milestone_Schedule_10_2024.pdf

18.B Approve Award of Contract to The Goodyear Tire & Rubber Company for Bus Tire Lease Services for a Contract Amount of \$537,772 and a Project Total of \$645,326; and Approve the Purchase the Remaining Life on Existing Tires from Michelin North America, Inc. at an Amount Not to Exceed \$138,000.

Staff Recommendation:

- Approve New Contract
- Approve Project Total
- Approve Purchase of Existing Tires

IFB 2024-01 Contract Package with Goodyear.pdf

19. **COUNCIL ITEMS**

19.A <u>INTRODUCTION OF ORDINANCE NO. 1876</u>, Amending Sections 2.48.020(A) and 2.48.055 of the Gardena Municipal Code Relating to the Number of Members and Quorum Requirements of the Gardena Youth Commission

Staff Recommendation: Introduce Ordinance No. 1876 ORDINANCE_1876.pdf

20. COUNCIL DIRECTIVES

21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

22. **COUNCIL REMARKS**

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

23. ANNOUNCEMENT(S)

24. REMEMBRANCES

<u>First Sergeant (Ret.) Thierry Williams</u>, Senior Army Instructor at the Gardena High School JROTC.

25. 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, December 17, 2024.

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 15th Day of November 2024

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



presented to

Mark Thompson

In official acknowledgment and with deep appreciation for an exemplary, outstanding 30 years of service to

the City of Gardena as a

Police Lieutenant

with the

Police Department

We, the Mayor and Members of the City Council of the City of Gardena, California, are pleased to present this special recognition to you for your long-time City service, and express our sincere, best wishes for a healthy, enjoyable, and rewarding retirement, effective October 12, 2024.

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Presented \$19th day of November, 2024

Mayor Tasha Cerda

Countilmember Rodney G. Tabaka

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Councilmember Wanda Love

"2024 SMALL BUSINESS SATURDAY" ♦ NOVEMBER 30, 2024 ♦

The City of Gardena has always celebrated and supported our local small businesses and acknowledge the contributions they make to our local economy and community.

According to the U.S. Small Business Administration, there are nearly 34 million small businesses in the United States which represent 99.7% of businesses with paid employees, and they are responsible for 61.1% of net new jobs created since 1995.

Reports show that U.S. consumers agree that small businesses contribute positively by supplying jobs and generating tax revenue, and consumers also agree that small businesses are critical to the overall economic health of the United States.

The City of Gardena acknowledges that our local businesses create jobs, boost our local economy, and preserve our neighborhoods. Small Business Saturday has become an important part of small businesses' busiest shopping season of the year.

There are advocacy groups, public and private organizations across the country, who annually endorse the Saturday after Thanksgiving Day as "Small Business Saturday."

In support of this annual observance, the City of Gardena is hereby pleased to proclaim Saturday, November 30, 2024, as

2024 SMALL BUSINESS SATURDAY

and urge Gardena citizens, as well as citizens in communities across this nation, to support their local small businesses and merchants not only on Small Business Saturday, but throughout the year.





PROCLAMATION

HEREAS, the Gardena Police Department depends upon the Records Bureau staff and Support Personnel to provide vital services to the department and to the City of Gardena; and

WHEREAS, the Records Bureau Staff and Support Personnel of the Gardena Police Department diligently work 24/7 to provide critical services including managing and processing report requests, record keeping, background checks, vehicle releases, and administrative tasks just to name a few; and

WHEREAS, the Records Bureau Staff and Support Personnel demonstrate professionalism, efficiency and politeness on a daily basis when interacting with the public, police officers, and surrounding agencies; and

WHEREAS, without the dedicated employees that work in the Records Bureau, the City of Gardena's Police Department would lose their fundamental structure and suffer a catastrophic loss, as maintaining pristine and accurate records is imperative to the entire department; and

WHEREAS, the City of Gardena appreciates and honors the hard work and commitment the Records Bureau Staff and Support Personnel provide to our public safety personnel and our citizens, not just today but year-round; and

WHEREAS, the California Law Enforcement Association of Records Supervisors has declared November 11-15, 2024, to be "Law Enforcement Records and Support Personnel Appreciation Week."

NOW, THEREFORE, I, Tasha Cerda, Mayor of the CITY OF GARDENA, CALIFORNIA, do hereby proclaim November 11 - 15, 2024. to be

LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL APPRECIATION WEEK

and encourage all citizens of Gardena to celebrate and thank the Gardena Police Department Records Bureau staff and Support Personnel for their dedication, commitment and hard work.

MAYOR

MINUTES Regular Meeting Notice of the Gardena City Council Tuesday, October 22, 2024

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:10 PM on Tuesday, October 22, 2024, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California.

1. **ROLL CALL**

Present: Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E Henderson; Council Member Paulette C. Francis; and Council Member Wanda Love; Other City Officials present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. It was noted for the record that Mayor Tasha Cerda was running late and on her way.

PUBLIC COMMENT ON CLOSED SESSION

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

(Two [2] Matters)

For the record, Assistant City Attorney Lisa Kranitz, Community Development Director Greg Tsujiuchi, and Community Development Manager Amanda Acuna, were all present for this item.

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:55p.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 reported that with regarding to Item 2.A, Council authorized the initiation of litigation against the County of Los Angeles and all necessary parties regarding the County's approval of a housing project at 15101 Crenshaw Blvd. as well as a proposed project at 15335 Crenshaw Blvd; the vote was unanimous 5-0.

3. PLEDGE OF ALLEGIANCE

Steven Mariscal, who is 10 years old and in the 5th grade at 153rd Elementary School, led us in the Pledge of Allegiance. He was chosen to lead us in the pledge because he gets really good grades, and he scored high on the SBAC State test. His hobbies include drawing and painting. He introduced his family, and appropriate photos were taken.

4. **INVOCATION**

Joyce Watanabe of Baha'i Faith led the Invocation.

5. **PRESENTATIONS**

- 5.A Gardena Military Veteran Recognition to Felipe Perez, who served in the U.S. Army. He was chosen at the recommendation of Mayor Tasha Cerda Mayor Cerda read Veteran Felipe Perez's bio, Mayor Pro Tem Tanaka presented him with a Veteran coin, and appropriate photos were taken.
- 5.B Legislative Update was presented by Senator Steven Bradford.
- 5.C Certificates of Commendation presented to the members of the First Citizens Leadership Academy was presented by City Manager Osorio and the Certificates were accepted by the Candidates.
- 5.D Public Works Department Recognition for the 2024 Beacon Spotlight Award was accepted by Public Works Director Allan Rigg; he also recognized Hong Lee.
- 5.E Boards & Commissions Presentation Youth Commission Staff Liaison Jackie Arcos was present, and Members of the Youth Commission made their presentation.
- 5.F Gardena Events Video Presentation

6. **PROCLAMATIONS**

6.A "Gardena Red Ribbon Week," October 23, 2024, through October 31, 2024 – was accepted by GDAPP member, Rosa Hernandez, and Gardena Juvenile Justice Program Officer Sterling Kim.

7. APPOINTMENTS - 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, October 8, 2024

CONTACT: CITY CLERK

8.C Approval of Warrants/Payroll Register, October 22, 2024

CONTACT: ADMINISTRATIVE SERVICES

October 22, 2024: Wire Transfer: 12816-12818; 12820-12831; Prepay: 177963-177969; Check Numbers: 177970 -178127 for a total Warrants issued in the amount of \$3,209,445.27; Total Payroll Issued for October 18, 2024: \$2,448,124.88

8.D Monthly Investment Portfolio, September 2024 CONTACT: ADMINISTRATIVE SERVICES

8.E Personnel Report P-2024-16 10-22-24

CONTACT: ADMINISTRATIVE SERVICES

8.F <u>RESOLUTION NO. 6682</u>, Adopting the City of Gardena's 2024 Final Local Hazard Mitigation Plan

CONTACT: PUBLIC WORKS

It was moved by Council Member Francis, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Approve the Consent Calendar, with the exception of 8.F:

Ayes: Council Members Francis and Mayor Pro Tem Tanaka, Council

Members Henderson and Love, and Mayor Cerda

Noes: None Absent: None

9. **EXCLUDED CONSENT CALENDAR**

8.F <u>PUBLIC WORKS - RESOLUTION NO. 6682</u>, Adopting the City of Gardena's 2024 Final Local Hazard Mitigation Plan – *Item was pulled by Council Member Francis*

Questions and comments were made by Council Member Francis. Public Works Director Allan Rigg answered all questions.

It was moved by Mayor Cerda, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Approve Item 8.F:

Ayes: Mayor Cerda, Mayor Pro Tem Tanaka, Council Members Henderson,

Francis, and Love

Noes: None Absent: None

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A OCTOBER 15, 2024 MEETING - Meeting Cancelled

11. ORAL COMMUNICATIONS

- 1) <u>Maya Thomas</u> parent of a 4th grader at Amestoy Elementary came to speak regarding the lack of crossing guards at their school; it's becoming a safety concern;
- 2) <u>Carla Rogue</u> parent at Amestoy Elementary talked about implementing a valet service; and signage to be put up on the Berendo side of the school;
- 3) Naomi Hamms spoke that they were trained by LAUSD Police on how to run a valet service; were told by the Principal that we would have to go through the City;
- 4) <u>Dan Yesmin</u> resident; and small business owner; expressing a growing concern over permitted RV parking in our City;
- 5) <u>Andrea Simenthal</u> Community Library Manager of Mayme Dear Library came to give updates about events happening at Mayme Dear and Masao W. Satow libraries; and

- 6) Glenn Mitchell, Community Service Director for the Gardena / Carson Rotary Club and a 51-year resident of Gardena came to speak regarding Operation Gobble one of our major donors was shut down by the State for missing money; no one has food to donate they are looking for money running about \$5,000 short; and is asking anyone at home who is watching, and our community to make a small donation.
- 12. **DEPARTMENTAL ITEMS ADMINISTRATIVE SERVICES No Items**
- 13. **DEPARTMENTAL ITEMS COMMUNITY DEVELOPMENT No Items**
- 14. <u>DEPARTMENTAL ITEMS ELECTED & CITY MANAGER'S OFFICES</u> No Items
- 15. **DEPARTMENTAL ITEMS POLICE No Items**
- 16. <u>DEPARTMENTAL ITEMS PUBLIC WORKS No Items</u>
- 17. <u>DEPARTMENTAL ITEMS RECREATION & HUMAN SERVICES</u> No Items
- 18. **DEPARTMENTAL ITEMS TRANSPORTATION No Items**
- 19. **COUNCIL ITEMS No Items**
- 20. **COUNCIL DIRECTIVES**

Mayor Tasha Cerda

Subject: To update our Youth Commission Ordinance

Purpose – To reduce the membership from 10 to 7 members; and allow them to reduce the number of non-council appointees from 5 to 2 members

Reason – It will help the Youth Commission make quorum;

Benefit – It will help our Youth Commission move forward with their Agenda.

Mayor Pro Tem Tanaka seconded it.

21. <u>CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS</u>

1) City Manager Osorio stated that he has nothing to report on previous directives but wanted to invite everyone to have cake for Chief Mike Saffell's birthday.

22. **COUNCIL REMARKS**

1) MAYOR PRO TEM TANAKA - Since the last meeting, he attended the Mark Thompson retirement celebration, congratulations on your 30-plus years of service to our Police Department. He attended the Police Department's fentanyl education presentation. Officer Marisol and the narcotics team did a great job presenting to our public; Channel 7 was there. He attended the COG's Transportation meeting and the COG's Steering Committee meeting on the same day to talk about the Inglewood transit budget. He attended the League of California Cities annual conference; this yearly conference is always a great time to meet with fellow Mayors and Council members and others from the State. He fulfilled his Ethics and Sexual Harassment training requirements. During

the conference, he attended the LA Division luncheon, the opening General Session with keynote speaker, Celeste Headlee, on "How to have Conversations that Matter" was a great topic; he attended the Jones and Mayer's dinner reception at the Reef, thank you very much to them for that. He visited the Expo venue where they had all kinds of vendors displaying their items, from handicapped playground equipment, attorneys, law firms, to porta potties. He attended the General Session with speaker Dr. Christopher Thornberg who spoke on the financial economic outlook for California and the nation; that was an eye-opener. He attended the Mayor's and Council Members' business meetings. There was a class that was called City Successes and Responding to Homelessness, it was a nice presentation, and it highlighted the City of Torrance, Redondo, and Santa Monica, and how they're attacking their homeless issues. The resolution that we voted on was voted favorably on the last day however, there was no quorum, they were 10 members short, but they voted anyways, and the recommendation was referred back to the board for approval so, that went back to them. The Closing Session was really an entertaining moment with the keynote speaker, her name is Captain Sandy Yawn, and she's on the program Below Deck; her message was pretty good, it's called "How to be Calm in the Storm." He attended the COG's study session regarding the Inglewood transit connector project again, which is coming up this Thursday. He attended Matt Hassoldt's promotion to Lieutenant congratulations to him, he's worked really hard to get to where he's at.

- 2) COUNCIL MEMBER LOVE Since the last council meeting, she has attended the League of California Cities annual conference she won't go into all of the details, of all the classes, the training, sessions, and exhibit halls. She attended the full three-day conference, and she was able to talk to a lot of good vendors out there, there are a few of them that she has reached out to City Department Heads to talk about and hopefully implement some of the things at the City. She also attended Assemblymember Muratsuchi's town hall where the development projects that are coming up on Crenshaw were a huge topic; there were a lot of good discussions.
- 3) COUNCIL MEMBER FRANCIS Since our last meeting, she attended the Dylan Andrews basketball clinic, a Halloween craft night for the therapeutic recreation program. She also attended a Beautification Commission meeting, the Home of the Month photo op and Harvest Festival. She just wants to say thank you to Senator Bradford for the number of years he served as our Council Member, Assembly Member, and State Senator. She just wants to mention that he mentioned \$400 million, but she remembers at least \$10 million that he's brought to the City of Gardena just recently. She also wants to say congratulations to the first graduating class of the Leadership Academy, you're all community leaders now, so people can come to you looking for direction, which you can provide them, and is part of your job now as a result of your training. She said congratulations to Public Works for your award which was excellent. Also, there's an election coming up on November 5th; many have said it's the most consequential election of our history and the history of the United States and perhaps that's true, but she believes that every election is important; and it's very important that we vote no matter who you decide to vote for, the young people, the City of Gardena has provided 2 polling places where they're voting centers now; when she first began voting they were called polling places. There are two places you can go vote, one is at Rowley Park, you can also drop off your ballot in the ballot drop-off box, and she personally likes going in person to vote, but it's very important if you don't do anything else on November 5th make sure you vote. Make sure that you take somebody with you, take our young people with you,

if you have young folks at home, grandkids take them because people don't just grow up getting involved, it starts at a young age and because of the adults in their lives to help them become involved so make sure you vote November 5th. You can start voting the week of, there's another voting center at Rush Gymnasium and it's starting Saturday, October 26th to November 4th from 10 am to 7 pm, then of course on Election Day and again if you don't want to vote in person you can always drop your ballot off in one of the ballot boxes so if you don't do anything else on November 5th make sure you vote, take somebody with you there's a lot of people that went through a lot just to make sure women and also other folks have the opportunity to vote.

4) MAYOR CERDA – Since the last council meeting, she attended the Carson Gardena Dominguez Rotary Club, and a lot of good stuff coming out of there as they get ready for Operation Gobble. We will continue working with them to make it happen because it's been successful every year that they've been doing it, so we want to see that continue moving forward. She also attended the retirement ceremony for Lieutenant Mark Thompson, retiring after 30 years. She also attended the third anniversary of one of our businesses, The Toss Up, which is a salad restaurant she loves telling everybody when we first opened that up it's like our first healthy restaurant that opened up and they had been doing fabulous from the day they open until now, so she is really excited that they're still going strong. She also attended a portion of the Fentanyl Education series that was going on. She attended the installation of Officers for the Gardena Valley Lions Club at El Pollo Inka. She also attended the Curry brand Tough Crowd Youth Basketball Clinic, Dylan Andrews is such a nice young man, just the way he likes to give back, and she was just so impressed with Under Armour, they gave out all this free stuff for the kids there were T-shirts, shorts, tennis shoes and it was a ton of tennis shoes, kids were getting more than one pair of tennis shoes and these weren't cheap shoes they were really nice. It wasn't just the basketball clinic for the youth, but it was also for the coaches and teaching them the proper way to motivate young people on and being good coaches. She also attended the CCGA meeting that's the one where we deal with the card rooms. She also attended the Jones and Mayer dinner that was held during the League of Cities Conference; she only had the opportunity to attend 2 days of that because she had meetings, and she was working, but a lot of good information came out of that conference. She won't repeat everything that Mayor Pro Tem mentioned because we went to some of the same sessions together, but what she is most impressed with was Code Enforcement because she is really big on Code Enforcement, and just hearing some new terms and different things that they were discussing there and she was happy to know that a lot of our staff were there as well, so it's not like we have to come back and report and tell them they were right there to hear it themselves and so we can kind of research some things and go a little bit further with but again a lot of great things for new Council Members and Veteran Council Members like me to learn because as much as we all think we know, things are constantly changing and we could always all learn something new, so it was really good. While she was at the Conference, she attended a City Selection meeting and believe it or not this is the third time we've tried to have our City Selection meeting, but we were two cities short of making quorum so we're going to have to try to meet a fourth time. She attended the Peruvian Inka Lions Potluck that was held at Arthur Johnson Park where they had not only a potluck, but a costume party and they went on and on about how great our staff was and just helping them get the park and just how nice our park was and they just had a wonderful time so she was happy to be able to spend the day with them. Then this past Sunday she brought greetings to a

church that was actually outside of Gardena Morningstar Missionary Church from the City of Gardena as they celebrated their Woman's Day event at church. Then later on that day, herself along with Gardena PD and LA County Fire Department, did what she always likes to call our City drive by and we celebrated the birthday of one of our residents who turned 90 years old; she was so happy when you came down the streets with light's and siren's, all residents came out because they're wondering what's going on; Sunday was her actual birthday, and she was just in tears and she was just thankful. If you follow me on social media you can watch the whole video as it happened that was great to attend and she just wanted to thank everybody for being out there and our first responders, who came over and gave her a hug, gave her a couple of gifts, and posed for a picture so she was just happy for days. The last thing she attended was the promotion ceremony for now Lieutenant Matt Hassoldt and so another exciting day one of our long-time Gardena employees had the opportunity to promote up.

5) COUNCIL MEMBER HENDERSON – Since the last meeting, he has attended the League of California Cities which was a wonderful learning opportunity in the City of Long Beach, it was good to see a lot of our staff there and a lot of colleagues around the State. He got a lot of great notes from that conference. Then he had to leave that conference and go to our South Bay Cities Council of Governments South Bay Fiber Network meeting ,and kind of met also with the CPUC in regards to broadband in our community where he discovered that we got approximately 4000 homes that are either not being served or underserved with broadband, so we got some work to do there and he thinks we'll be able to get something positive out of that with our South Bay Fiber Network and our South Bay Council of Governments all 16 Cities, so stay tuned on that. He attended his ICA Board Meeting as we prepared for his installation as the president a second time on November 14th. So, Madam Mayor I am inviting you to give words and everything. That's a great opportunity to talk about the Independent Cities Association and our mission of making sure our municipalities 40 cities in the LA County work on issues related to technology, public safety, and just things to improve your community. He also attended the LA Harbor College Foundation dinner, which was a great opportunity to see the president of that Board, my lovely wife, Michelle Henderson, give remarks and talk about the importance of education. He attended the Assembly District 66 town hall we had here at the Nakaoka Community Center hosted by Assemblymember, Al Muratsuchi, that was a spirited meeting with a lot of community members as well as neighboring community members. He also attended the Gardena Carson YMCA fundraising event which was actually a very good event, and he learned a lot about our partnerships with the Gardena Carson YMCA, they want to say thank you to our Council and you Madam Mayor for the continued support. He was kind of in every place everybody else was for the most part, so he won't belabor the point. Again, our city is definitely moving in a positive direction our budget is strong, financially we're strong, and our information is available, so we are a transparent City he just wants to remind everybody that.

22. ANNOUNCEMENT(S)

- 1) National RX Take Back, Saturday, October 26, 2024, from 10:00a.m. to 2:00p.m. at various locations, including the Gardena Police Department;
- 2) Fiesta Movie Night on Saturday, October 26, 2024, from 6:30-9:30p.m. at the City Hall Complex; the Movie is "Coco";
- 3) Too Cute to Spook, Thursday, October 31, 2024, from 5:30-7:30p.m. at Rowley Park;
- 4) Halloween Scare Zone, Thursday, October 31, 6:00-9:00p.m. at Freeman Park;

- 5) Dia De Los Muertos Celebration, Saturday, November 2, 2024, from 5:30-8:30p.m. at City Hall Lawn;
- 6) 41st Annual Senior Citizen Health Fair, Friday, November 1, 2024, from 9:00a.m. to 12:00p.m. at City Hall Lawn;
- 7) 55th Annual Veterans Day Service, Monday, November 11, 2024, at 11:00a.m. on our City Hall Lawn;
- 8) Casino Night, Friday, November 15, 2024, from 5:30-9:30p.m. on the City Hall Lawn; and
- 9) Helping Hands Toy Drive, from Monday, November 4 through Monday, December 16, 2024. Drop off locations are at the Nakaoka Community Center, Gardena City Hall, Human Services and GTrans.

23. **REMEMBRANCES**

Mr. Keiichi Omori, 107 years of age, longtime Gardena resident; Ms. Bertha Lee Dennis, 87 years of age, longtime Gardena resident; and Mr. Sal Galindo, 83 years of age, longtime Gardena resident and Gardena Elks Member.

24. **ADJOURNMENT**

At 9:41p.m. Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00p.m. and the Regular City Council Meeting at 7:30p.m. on Tuesday, November 19, 2024.

APPROVED:	MINA SEMENZA City Clerk of the City of Gardena and Ex-officio Clerk of the Council
	Ву:
Tasha Cerda, Mayor	Becky Romero, Deputy City Clerk

MEMORANDUM

TO:

Honorable Mayor and City Council

FROM:

City Treasurer's Office

DATE:

November 7, 2024

SUBJECT:

WARRANT REGISTER

PAYROLL REGISTER

November 12, 2024

TOTAL WARRANTS ISSUED:

\$3,766,576.01

Wire Transfer:

12832-12842

Prepay:

178128-178155

Check Numbers:

178156-178346

Checks Voided:

Total Pages of Register: 26

November 1, 2024

TOTAL PAYROLL ISSUED:

\$1,848,643.69

Guy Mato City Treasurer

vchlist

11/07/2024 12:35:12PM

Voucher List CITY OF GARDENA

Bank code: usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12832	10/15/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	101424		HEALTH INSURANCE CLAIMS Total:	230.00 230.00
12833	10/8/2024	112326 LWP CLAIMS SOLUTIONS INC.	100824		WORKERS' COMP CLAIMS Total:	100,000.00 100,000.00
12834	10/17/2024	112326 LWP CLAIMS SOLUTIONS INC.	101724		WORKERS' COMP CLAIMS Total:	5,434.15 5,434.15
12835	10/18/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365992904396		HEALTH INSURANCE CLAIMS Total:	136,429.08 136,429.08
12836	10/24/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365998669929		HEALTH INSURANCE CLAIMS Total:	60,980.37 60,980.37
12837	10/28/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	102824		HEALTH INSURANCE CLAIMS Total:	78,495.62 78,495.62
12838	10/29/2024	111016 KAISER FOUNDATION HEALTH PLAN	NOVEMBER 2024		HEALTH INSURANCE Total:	350,327.90 350,327.90
12839	10/29/2024	101641 CALPERS	100000017690167		MISC GROUP UAL PAYMENT - OCTOBE Total:	37,966.00 37,966.00
12840	10/29/2024	101641 CALPERS	100000017690176		SAFETY CLASSIC UAL PAYMENT - OCT Total :	68,422.67 68,422.67
12841	10/29/2024	101641 CALPERS	100000017690185		SAFETY PEPRA UAL PAYMENT- OCTOE Total :	1,292.92 1,292.92
12842	10/31/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365994420468		HEALTH INSURANCE CLAIMS Total:	43,633.30 43,633.30
178128	10/17/2024	619004 GOLDEN STATE WATER CO.	10042024		WATER Total :	778.03 778.03
178129	10/17/2024	619005 GAS COMPANY, THE	035-746-60944 100724		CNG FUEL	40,079.24

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178129	10/17/2024	619005	619005 GAS COMPANY, THE	(Continued)		Total :	40,079.24
178130	10/17/2024	619005	GAS COMPANY, THE	058-854-91703 100724		CNG FUEL Total :	1,116.55 1,116.55
178131	10/22/2024	113009	MEDICAL REVIEW SERVICES, LLC	INV71397		LEGAL SERVICES Total:	3,348.00 3,348.00
178132	10/22/2024	113089	STONE, HELEN	24-35PW		FINAL SETTLEMENT Total:	420.00 420.00
178133	10/22/2024	113062	CBA PROPERTY MANAGEMENT, INC	RA-BRUCE		RENTAL ASSISTANCE PROGRAM Total:	687.50 687.50
178134	10/22/2024	113090	RAYMOND GARDENA PARTNERS LLC	RA-BOGNEAR		RENTAL ASSISTANCE PROGRAM Total:	742.50 742.50
178135	10/22/2024	113091	LBPM/150TH APARTMENT (DMM1210)	RA-GORDON		RENTAL ASSISTANCE PROGRAM Total:	1,153.00 1,153.00
178136	10/22/2024	121850	U.S. POSTAL SERVICE	101624	034-00672	POSTAGE - ACTIVITY/RESOURCE GUID Total :	7,344.20 7,344.20
178137	10/24/2024	113093	A.O.E. LAW & ASSOCIATES, INC	CASE #22TRCV01555		FINAL SETTLEMENT Total:	10,000.00 10,000.00
178138	10/28/2024	113092	TELLEZ, MARTIN	100724		ENTERTAINMENT - DIA DE LOS MUERT Total :	1,800.00 1,800.00
178139	11/7/2024	111696	INDICATOR REEF, LLC	RA-BRYANT		RENTAL ASSISTANCE PROGRAM Total:	1,185.00 1,185.00
178140	11/7/2024	113096	GUNAWAN, WILLIAM	RA-DUFFEY		RENTAL ASSISTANCE PROGRAM Total:	1,497.50 1,497.50
178141	11/7/2024	113094	BEACH FRONT PROPERTIES	RA-SANCHEZ		RENTAL ASSISTANCE PROGRAM Total:	737.50 737.50
178142	11/7/2024	113097	148TH GARDENA LLC	RA-SPIVEY		RENTAL ASSISTANCE PROGRAM	840.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
178142	11/7/2024	113097 113097 148TH GARDENA LLC	(Continued)		Total :	840.00
178143	11/7/2024	113027 UNIFIED PROPERTY MANAGEMENT-, SAT	TBUC RA-ALLEN 11/2024		RENTAL ASSISTANCE PROGRAM Total:	997.50 997.50
178144	11/7/2024	113042 MA, ANGELA	RA-BELLAMY 11/2024		RENTAL ASSISTANCE PROGRAM Total:	890.00 890.00
178145	11/7/2024	113111 OBIAMALU, REGINALD	RA-BAILEY 10/2024		RENTAL ASSISTANCE PROGRAM Total:	900.00 900.00
178146	11/7/2024	112240 AZ HOLDINGS LLC	RA-BAILEY 10/2024		RENTAL ASSISTANCE PROGRAM Total:	1,075.00 1,075.00
178147	11/7/2024	113111 OBIAMALU, REGINALD	RA-BAILEY 11/2024		RENTAL ASSISTANCE PROGRAM Total:	900.00 900.00
178148	11/7/2024	112240 AZ HOLDINGS LLC	RA-BAILEY 11/2024		RENTAL ASSISTANCE PROGRAM Total:	1,075.00 1,075.00
178149	11/7/2024	111696 INDICATOR REEF, LLC	RA-QUIROZ 10/2024		RENTAL ASSISTANCE PROGRAM Total:	752.50 752.50
178150	11/7/2024	111696 INDICATOR REEF, LLC	RA-QUIROZ 11/2024		RENTAL ASSISTANCE PROGRAM Total:	752.50 752.50
178151	11/7/2024	113049 PARK PLAZA PROPERTIES, LLC	RA-FINNEY 11/2024		RENTAL ASSISTANCE PROGRAM Total:	765.50 765.50
178152	11/7/2024	113029 MONTEREY APARTMENTS	RA-HILLJONES 11/2024		RENTAL ASSISTANCE PROGRAM Total:	947.50 947.50
178153	11/7/2024	111712 DUNG TANG	RA-PHAM 11/2024		RENTAL ASSISTANCE PROGRAM Total:	900.00 900.00
178154	11/7/2024	105853 BABCOCK ASSOCIATES, LTD	RA-SMITH 11/2024		RENTAL ASSISTANCE PROGRAM Total:	553.50 553.50
178155	11/7/2024	113028 WABER PROPERTIES, LLC	RA-MILLER 11/2024		RENTAL ASSISTANCE PROGRAM	2,100.00

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178155	11/7/2024	113028 113028 WABER PROPERTIES, LLC	(Continued)		Total :	2,100.00
178156	11/12/2024	106086 ABC COMPANIES	3694709		GTRANS AUTO PARTS	3,081.93
					Total :	3,081.93
178157	11/12/2024	112361 ADDRESSERS	120668	023-01574	2025 B/L RENEWALS & ENVELOPES	650.47
			120669	023-01574	2025 B/L RENEWALS & ENVELOPES	606.43
			120670	023-01574	2025 B/L RENEWALS & ENVELOPES	1,462.43
			120671	023-01574	2025 B/L RENEWALS & ENVELOPES	2,459.10
			120672	023-01574	2025 B/L RENEWALS & ENVELOPES	1,630.53
			120673	023-01574	2025 B/L RENEWALS & ENVELOPES	2,833.38
			120674	023-01574	2025 B/L RENEWALS & ENVELOPES	468.55
			120676	023-01574	2025 B/L RENEWALS & ENVELOPES	1,132.71
					Total :	11,243.60
178158	11/12/2024	101748 AFTERMARKET PARTS COMPANY LLC, THE	83511633	037-10360	GTRANS AUTO PARTS	465.07
			83523148	037-10360	GTRANS AUTO PARTS	816.79
			83528664	037-10360	GTRANS AUTO PARTS	761.57
			83528919	037-10360	GTRANS AUTO PARTS	447.86
			83535237	037-10360	GTRANS AUTO PARTS	63.06
			83537770	037-10360	GTRANS AUTO PARTS	89.31
					Total :	2,643.66
178159	11/12/2024	110028 ANSER ADVISORY MANAGEMENT LLC	27876	037-10228	PROJECT MGMT SUPPORT - ELECTRIF	12,830.00
					Total :	12,830.00
178160	11/12/2024	113086 AREVALO, SHARMAINE	RECEIPT #78451040		MAINTENANCE DEPOSIT REFUND	100.00
					Total :	100.00
178161	11/12/2024	106965 ASSA ABLOY ENTRANCE, SYSTEMS US INC.	SEI/1624724		SERVICE REPAIR - ROWLEY PARK GYN	534.49
			SEI/1624725		SERVICE REPAIR - ROWLEY PARK GYN	787.51
					Total :	1,322.00
178162	11/12/2024	104687 AT&T	22443196		TELEPHONE	30,146.83
			22446003		TELEPHONE	215.30
			22503105		TELEPHONE	390.92
			22534103		TELEPHONE	1,602.34
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
178162	11/12/2024	104687 AT&T	(Continued)		Total :	32,355.39
178163	11/12/2024	100964 AT&T MOBILITY	287275680401X110124		PD CELL PHONE ACCT #287275668040	147.95
			828667974X10162024		CM CELL PHONE ACCT #828667974	86.46
					Total :	234.41
178164	11/12/2024	102880 AUTOPLEX, INC.	16835		2019 FORD F-250 XL #AC-1 OIL & FILTE	106.10
			16851		2016 FORD FUSION # 1433321 SERVICI	97.14
			16854		2016 FORD FUSION #1500850 OIL & FIL	87.14
					Total :	290.38
178165	11/12/2024	112942 AWP SAFETY	40017120		SIGNS - 18"X24" "PARK CLOSED"	372.09
			40017138		SIGNS - 18"X24" "NO TRUCKS OVER 6,(562.42
					Total :	934.51
178166	11/12/2024	102400 BAYSIDE MEDICAL CENTER	00171016		BLOOD DRAW	381.60
			00171995		BLOOD DRAW	445.20
			00173224		BLOOD DRAW	312.20
			00173923		BLOOD DRAW	254.40
			00175501		BLOOD DRAW	254.40
					Total :	1,647.80
178167	11/12/2024	103641 BECNEL UNIFORMS	73738		BUS UNIFORM SUPPLIES	755.12
			74031		BUS UNIFORM SUPPLIES	394.54
			74075		BUS UNIFORM SUPPLIES	435.77
					Total :	1,585.43
178168	11/12/2024	109037 BEEMAN, RAYMOND	10/09-10/11		ANNUAL CA JPIA RISK MANAGEMENT	150.00
			102224		MGMT ANNUAL HEALTH BENEFIT	175.95
					Total :	325.95
178169	11/12/2024	107747 BENGAR PRODUCTIONS	7529		EMBROIDERY SERVICES	203.00
					Total :	203.00
178170	11/12/2024	111606 BEST EQUIPMENT SERVICE	56285		SERVICE REPAIR FOR MODEL #6330	340.10
					Total :	340.10
178171	11/12/2024	110790 BEYNON SPORTS SURFACES, INC.	2590		JOHNSON PARK - PICKLEBALL COURT	2,450.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
178171	11/12/2024	110790 110790 BEYNON SPORTS SURFACE	S, INC. (Continued)		Total :	2,450.00
178172	11/12/2024	113104 BLOXTON, MARGARET	GEPCO 2024		GEPCO LOAN Total:	1,967.94 1,967.94
178173	11/12/2024	102331 BLUE DIAMOND MATERIALS	3861518		STREET MAINT SUPPLIES Total:	315.85 315.85
178174	11/12/2024	112722 BP FORD OF LONG BEACH	FOCS721644		2021 FORD INTRCPTR #1614731 SERVI Total :	1,804.48 1,804.48
178175	11/12/2024	111902 BPR CONSULTING GROUP LLC	2061	032-00173	CONSULTING SERVICES - SEPTEMBEF Total:	20,963.49 20,963.49
178176	11/12/2024	108298 BRAVO SIGN & DESIGN	240163S		GARDENA CIVIC CENTER SIGN DESIGI Total :	1,200.00 1,200.00
178177	11/12/2024	112674 BUCK SIGNS & GRAPHICS INC	2804 2815 2816		GTRANS SIGNS GTRANS SIGNS GTRANS SIGNS Total :	332.96 2,374.24 33.08 2,740.28
178178	11/12/2024	111615 BUCKNAM INFRASTRUCTURE GROUP, INC	369-02.05	024-01072	PMP SYSTEM UPDATE, JN549 Total:	2,797.67 2,797.67
178179	11/12/2024	110538 CANNON COMPANY	89976	024-00788	STORM DRAIN CATCH BASIN SCREEN Total:	1,122.00 1,122.00
178180	11/12/2024	823003 CARL WARREN & COMPANY	SEPTEMBER 2024		CLAIMS MANAGEMENT Total:	2,415.50 2,415.50
178181	11/12/2024	803420 CARPENTER, ROTHANS & DUMONT, LAW	OFF 47592 47594 47595 47598 47600 47601 47602		LEGAL SERVICES	460.00 230.00 13,209.01 2,233.50 17.50 878.08 1,485.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
178181	11/12/2024	803420 CARPENTER, ROTHANS & DUMONT, LAW	OFF (Continued)			
			47603		LEGAL SERVICES	2,460.34
			47604		LEGAL SERVICES	46.00
					Total :	21,019.43
178182	11/12/2024	112721 CDS SO CAL	3-117702		PW HUSS SYSTEM SERVICE CALL	637.43
					Total :	637.43
178183	11/12/2024	105122 CERDA, TASHA	10/16-10/18		LEAGUE OF CALIFORNIA CITIES 2024	31.00
					Total :	31.00
178184	11/12/2024	108378 CHARLES E. THOMAS COMPANY INC.	113451	037-10367	(3) DECALS	205.24
			113672	037-10367	DESIGNATED OPERATOR SERVICES	222.21
			113694	037-10367	DESIGNATED OPERATOR SERVICES	222.21
			113742	037-10367	DESIGNATED OPERATOR SERVICES	222.21
					Total :	871.87
178185	11/12/2024	104126 CHARTER COMMUNICATIONS	188375801100724		CABLE SERVICES - PD	89.09
					Total :	89.09
178186	11/12/2024	112352 CIRCLE, THE	194223		TOSHIBA 5525AC COPIER USAGE - DB	679.69
			194224		TOSHIBA 3525AC COPIER USAGE - NC	230.36
			194225		TOSHIBA 3525AC COPIER USAGE - HS	123.26
			194226		TOSHIBA 3525AC COPIER USAGE - CH	28.64
			194227		TOSHIBA 3525AC COPIER USAGE - PD	65.40
			194228		TOSHIBA 3525AC COPIER USAGE - WA	159.32
			194229		TOSHIBA 3525AC COPIER USAGE - SR	120.97
			194241		TOSHIBA 908 COPIER USAGE - PRINT (17.88
			194242		TOSHIBA 3525AC COPIER USAGE - HS	3.53
					Total :	1,429.05
178187	11/12/2024	110985 CIVICPLUS, LLC	320746	023-01570	CIVIC PLUS MONSIDO WEBSITE MONIT	5,166.00
					Total :	5,166.00
178188	11/12/2024	104338 CODE PUBLISHING, INC.	GCI0015713		MUNICIPAL CODE - WEB UPDATE	1,824.50
					Total :	1,824.50
178189	11/12/2024	112143 CORTEZ, GERARDO	071723		REIMBURSEMENT - SAFETY SHOES	105.83

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Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
178189	11/12/2024		(Continued)		Total :	105.83
178190	11/12/2024	103461 CPS HR CONSULTING	TR-INV005013		TESTING MATERIAL Total:	245.00 245.00
178191	11/12/2024	103353 CRM COMPANY, LLC.	LA25953 LA26023		SCRAP TIRE DISPOSAL FEE SCRAP TIRE DISPOSAL FEE Total:	69.50 69.50 139.00
178192	11/12/2024	106193 CUMMINS SALES AND SERVICE	X4-241052625 X4-241053039 X4-52332	037-10370 037-10370 037-10370	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS Total :	82.63 1,038.87 908.50 2,030.00
178193	11/12/2024	110319 CWE DIRECTOR	F24557 F24563	024-01042 024-01077	MS4 & NPDES MONITORING & COMPLI CALRECYCLE USED OIL & BEVERAGE Total :	17,855.50 1,613.67 19,469.17
178194	11/12/2024	120219 CYBER SECURITY SOURCE	12318 12384		REC MAINT SUPPLIES REC MAINT SUPPLIES Total:	954.03 954.03 1,908.06
178195	11/12/2024	110844 DATA GEAR, INC.	44555	037-10296	GTRANS FACILITY CAMERA UPGRADE Total :	58,774.89 58,774.89
178196	11/12/2024	112273 DECKARD TECHNOLOGIES	1788		RENTALSCAPE ANNUAL SUBSCRIPTIO Total:	4,000.00 4,000.00
178197	11/12/2024	312558 DEPARTMENT OF ANIMAL CARE, & CONTR	ROL SEPTEMBER		MONTHLY ANIMAL SERVICES - SEPTEM Total:	60.63 60.63
178198	11/12/2024	312117 DEPARTMENT OF WATER & POWER	102224 102924		LIGHT AND POWER LIGHT & POWER Total :	111.85 82.93 194.78
178199	11/12/2024	106541 DIAMOND MANUFACTURING, INC.	39734		DONATION MICRO TRANSIT FAREBOXI Total:	3,745.00 3,745.00

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178200		110849 DMS CONSULTANTS CIVIL, ENGINEERS, INC	TI .	024-01056	LOCAL STREET IMPROVEMENTS, JN 5:	55,140.00
170200	11/12/2024	110049 DIVIS CONSULTANTS CIVIL, ENGINEERS, INC	GA-000-3	024-01056	Total:	55,140.00 55,140.00
						•
178201	11/12/2024	110979 EAST-WEST EYE INSTITUTE INC	BL #29908.		REFUND - BUSINESS LICENSE OVERPA	1,130.50
					Total :	1,130.50
178202	11/12/2024	110534 EL DORADO NATIONAL	90860694		GTRANS BUS VEHICLE SUPPLIES	1,229.55
			90864673		GTRANS BUS VEHICLE SUPPLIES	1,127.65
			90867459	037-10128	GTRANS BUS VEHICLE SUPPLIES	234.51
			90867461		GTRANS BUS VEHICLE SUPPLIES	122.93
			90867504	037-10128	GTRANS BUS VEHICLE SUPPLIES	3,649.52
			90867508	037-10171	GTRANS BUS VEHICLE SUPPLIES	4,194.87
			90871190		GTRANS BUS VEHICLE SUPPLIES	172.42
			90871506		GTRANS BUS VEHICLE SUPPLIES	1,893.41
			90873699		GTRANS BUS VEHICLE SUPPLIES	404.90
			90873902		GTRANS BUS VEHICLE SUPPLIES	39.26
			90875962		GTRANS BUS VEHICLE SUPPLIES	2,052.57
			90875964		GTRANS BUS VEHICLE SUPPLIES	189.34
			90875965		GTRANS BUS VEHICLE SUPPLIES	84.16
			90876201		GTRANS BUS VEHICLE SUPPLIES	140.24
					Total :	15,535.33
178203	11/12/2024	112323 ELITE SPECIAL EVENTS, INC.	127 DEP	034-00673	WINTER WONDERLAND 2024 SUPPLIE	5,850.00
					Total :	5,850.00
178204	11/12/2024	105418 EMPIRE CLEANING SUPPLY	S6741735	034-00666	CUSTODIAL SUPPLIES	1,306.48
			S6743297	034-00666	CUSTODIAL SUPPLIES	256.08
					Total :	1,562.56
178205	11/12/2024	106459 ENTERPRISE FM TRUST	FBN5152650	023-01572 023-01567	ENTERPRISE LEASE - OCTOBER 2024	69,052.24
				023-01301	Total :	69,052.24
178206	11/12/2024	112290 EUROFINS TESTOIL, INC.	407625		SAMPLE KITS	2,160.00
170200	11/12/2024	112290 EUROFINS TESTOIL, INC.	407023			•
					Total :	2,160.00
178207	11/12/2024	105650 EWING IRRIGATION PRODUCTS	22502296		PARK MAINT SUPPLIES	1,319.15
			22502451		PARK MAINT SUPPLIES	87.65

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178207	11/12/2024	105650 105650 EWING IRRIGATION PRODUCTS	(Continued)		Total:	1,406.80
178208	11/12/2024	110320 EYEDEAL INTERIORS INC	CG400609	037-10382	GTRANS DRIVERS ROOM FLOORING II Total:	10,853.00 10,853.00
178209	11/12/2024	100055 FAIR HOUSING FOUNDATION	SEPTEMBER 2024		FAIR HOUSING SERVICES Total:	1,675.07 1,675.07
178210	11/12/2024	113101 FIRE SAFETY FIRST	PERMIT #18280		PERMIT DEPOSIT REFUND - 1700 W Total:	3,000.00 3,000.00
178211	11/12/2024	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2503192409		DRUG TEST/ADMIN FEE Total:	171.96 171.96
178212	11/12/2024	113109 FOMENKOV, VITALII	RECEIPT #62146		BADGE RENEWAL FEE Total :	125.00 125.00
178213	11/12/2024	303351 FRANCHISE TAX BOARD	592 2025		RESIDENT/NON-RESIDENT WITHHOLD Total:	1,750.00 1,750.00
178214	11/12/2024	112373 FREE ENERGY SAVINGS COMPANY	80022-0028		REFUND - PERMIT CANCELLATION Total :	56.00 56.00
178215	11/12/2024	•	029380001 029390240		BUS UNIFORM SUPPLIES BUS UNIFORM SUPPLIES Total:	4,098.04 819.61 4,917.65
178216	11/12/2024	•	00146657 00147062		NOTICE INVITING BIDS - FOR WESTER NOTICE OF REQUEST FOR PROPOSAL Total :	1,855.00 84.00 1,939.00
178217	11/12/2024	619005 GAS COMPANY, THE	103124		GAS Total :	3,655.57 3,655.57
178218	11/12/2024	107056 GENFARE	90204263		GTRANS AUTO PARTS Total:	2,660.25 2,660.25
178219	11/12/2024	113108 GIL, CARLOS	PERMIT #50024-0524		PERMIT DEPOSIT REFUND - 13315 GR/	5,000.00

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178219							
	11/12/2024	113108 GIL, CARLOS	(Continued)			Total :	5,000.00
178220	11/12/2024	106470 GILLIG LLC	41206843	037-10371	GTRANS AUTO PARTS		64.68
			41210629	037-10371	GTRANS AUTO PARTS		191.40
			41212650	037-10120	GTRANS AUTO PARTS		13,230.00
			41218098	037-10371	GTRANS AUTO PARTS		884.26
			41224756	037-10371	GTRANS AUTO PARTS		1,055.97
			41227738	037-10371	GTRANS AUTO PARTS		1,144.77
			41228335	037-10371	GTRANS AUTO PARTS		467.23
			41229096	037-10371	GTRANS AUTO PARTS		35.65
			41231843	037-10371	GTRANS AUTO PARTS		522.32
						Total :	17,596.28
178221	11/12/2024	619004 GOLDEN STATE WATER CO.	102224		WATER		31,119.03
						Total :	31,119.03
178222	11/12/2024	107513 GRAINGER	9282311498		GTRANS FACILITY SUPPLIES		123.25
			9284506426		GTRANS FACILITY SUPPLIES		12.09
			9285271129		GTRANS FACILITY SUPPLIES		111.03
			9285271137		GTRANS FACILITY SUPPLIES		44.51
			9288860563	037-10372	GTRANS FACILITY SUPPLIES		2.84
			9290884742		BLDG MAINT SUPPLIES		44.14
			9290907899		BLDG MAINT SUPPLIES		23.91
			9291468206	037-10372	GTRANS FACILITY SUPPLIES		205.54
			9296674170		GTRANS FACILITY SUPPLIES		28.32
						Total :	595.63
178223	11/12/2024	113110 GUO, PEIHONG	RECEIPT #62272		BADGE RENEWAL FEE		125.00
						Total :	125.00
178224	11/12/2024	108012 H&H AUTO PARTS WHOLESALE	1IN0664083		PW AUTO PARTS		319.48
			1IN0664097		PW AUTO PARTS		32.41
			1IN0664181		PW AUTO PARTS		129.65
			1IN0664182		PW AUTO PARTS		190.99
						Total :	672.53
178225	11/12/2024	108113 HDL COREN & CONE	SIN044099		2023-24 ACFR STATISTICAL DA	TA	795.00

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178225	11/12/2024	108113 108113 HDL COREN & CONE	(Continued)		Total :	795.00
178226	11/12/2024	112076 HERNANDEZ, ROSA	021 10/30/24		INTERN SERVICES - 10/10-10/30/24	2,268.00
					Total :	2,268.00
178227	11/12/2024	111549 HF & H CONSULTANTS, LLC	9721592	024-01096	CONSULTING SERVICES - SOLID WAS1	8,110.00
					Total :	8,110.00
178228	11/12/2024	108434 HOME DEPOT CREDIT SERVICES	0262285		REC PROGRAM SUPPLIES	112.72
			0523169		REC PROGRAM SUPPLIES	95.21
			3277676		CUSTODIAL SUPPLIES	92.41
			3471945		JAIL PROGRAM SUPPLIES	21.83
			4473456		PD PROGRAM SUPPLIES	34.82
			4903461		JAIL PROGRAM SUPPLIES	200.52
			5234443		CUSTODIAL SUPPLIES	192.61
			5510283		REC PROGRAM SUPPLIES	143.22
			5531642 5904861		PD PROGRAM SUPPLIES CUSTODIAL SUPPLIES	91.28 3.29
			6903420		PD PROGRAM SUPPLIES	3.29 169.18
			8551492		REC PROGRAM SUPPLIES	98.53
			8905348		CUSTODIAL SUPPLIES	44.01
			9044611		PD PROGRAM SUPPLIES	4.35
			3044011		Total:	1,303.98
178229	11/12/2024	113102 HOME IMPROVEMENT SERVICES INC.	PERMIT #18279		PERMIT DEPOSIT REFUND - 2110 W	2,000.00
0220	,,_,		,,		Total:	2,000.00
178230	11/12/2024	113107 HOOKS, SARAH	PERMIT #50024-0658		PERMIT DEPOSIT REFUND - 2915 W 13	5,000.00
					Total:	5,000.00
178231	11/12/2024	110222 INTERAMERICAN MOTOR, LLC	065-226602		GTRANS AUTO PARTS	58.72
		•	101-914458		GTRANS AUTO PARTS	56.72
			101-914462		GTRANS AUTO PARTS	24.31
			110-778609		GTRANS AUTO PARTS	99.85
			116-606999		GTRANS AUTO PARTS	10.23
			62735265		GTRANS AUTO PARTS	42.45
					Total :	292.28

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178232	11/12/2024	111593 INTER-CON SECURITY SYSTEMS INC	BD0344374	037-10312	GTRANS SECURITY SERVICES- AUGUS	7,288.97
			BD0344388		GTRANS SECURITY SERVICES- AUGUS	30.74
			BD0356214	037-10312	GTRANS SECURITY SERVICES- SEPTE	6,595.49
			BD0356232		GTRANS SECURITY SERVICES-SEPTE	30.74
					Total :	13,945.94
178233	11/12/2024	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO	130111723	037-10373	GTRANS AUTO PARTS	2,754.78
			130111802	037-10373	GTRANS AUTO PARTS	818.55
			130111875	037-10373	GTRANS AUTO PARTS	1,357.68
			150236038	037-10373	GTRANS AUTO PARTS	1,764.09
					Total :	6,695.10
178234	11/12/2024	100436 J.J. KELLER & ASSOCIATES, INC	9109525035	037-10383	FLEET MANAGEMENT AND COMPLIANG	532.18
					Total :	532.18
178235	11/12/2024	110010 JANEK CORPORATION, THE	115427		GTRANS SHOP SUPPLIES	827.33
			115805		GTRANS SHOP SUPPLIES	1,102.50
					Total :	1,929.83
178236	11/12/2024	110853 JONES MAYER	125243		ATTORNEY SERVICES	71.26
			125244		ATTORNEY SERVICES	118.77
			125245		ATTORNEY SERVICES	617.59
			125246		ATTORNEY SERVICES	1,282.68
			125247		ATTORNEY SERVICES	403.81
			125248		ATTORNEY SERVICES	434.48
			125249		ATTORNEY SERVICES	2,156.72
			125250		ATTORNEY SERVICES	173.80
			125251		ATTORNEY SERVICES	2,259.33
			125252		ATTORNEY SERVICES	71.26
			125253		ATTORNEY SERVICES	1,100.69
			125254		ATTORNEY SERVICES	3,910.32
			125255		ATTORNEY SERVICES	28.97
			125256		ATTORNEY SERVICES	7,672.26
			125257		ATTORNEY SERVICES	2,945.37
			125419	020-00055	ATTORNEY SERVICES	11,354.56
					Total :	34,601.87

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178237	11/12/2024	110853 JONES MAYER	125259 125260 125261 125262		ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES Total:	10,195.89 4,852.60 347.58 637.24 16,033.31
178238	11/12/2024	211429 KEMP, TAMARA	OCT-NOV 2024		DANCE INSTRUCTOR Total:	1,615.50 1,615.50
178239	11/12/2024	112812 KIMBALL MIDWEST	102383844 102423303		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES Total:	520.92 531.11 1,052.03
178240	11/12/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091010-0924	032-00181	DEVELOPMENT SERVICES - 16911 NOF Total :	5,700.70 5,700.70
178241	11/12/2024	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	IN250000124 IN250000229	024-01105 024-01105	LABOR & EQUIPMENT CHARGES - TS 1 LABOR & EQUIPMENT CHARGES - TS (Total :	7,036.77 5,078.50 12,115.27
178242	11/12/2024	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	24100701771 24100701864 24100702079	024-01100 024-01101	INDUSTRIAL WASTE SERVICES ROSECRANS/NORMANDIE STRIPING TRAFFIC SIGNAL MAINT - SEPTEMBER Total:	4,353.13 996.97 2,384.33 7,734.43
178243	11/12/2024	312039 L.A. COUNTY FIRE DEPARTMENT	C0012574	023-01533	FIRE PROTECTION SERVICES - DECEN Total:	956,464.49 956,464.49
178244	11/12/2024	312113 L.A. COUNTY SHERIFF'S DEPT	25I3527BL		INMATE MEAL DELIVERY PROGRAM - J Total:	21.89 21.89
178245	11/12/2024	112321 LIEU, CHIA	070523		BLOCK PARTY CLEAN-UP DEPOSIT RE Total :	100.00 100.00
178246	11/12/2024	112946 LIMA, OSCAR	GEPCO 2024		GEPCO LOAN Total:	2,000.00 2,000.00
178247	11/12/2024	109517 LOAD N' GO BUILDING MATERIALS	31316		STREET MAINT SUPPLIES	62.28

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178247	11/12/2024	109517 LOAD N' GO BUILDING MATERIALS	(Continued) 31326		STREET MAINT SUPPLIES Total:	76.89 139.17
178248	11/12/2024	312665 LOS ANGELES SUPERIOR COURT	JUL-SEP 2024	035-01362	PARKING CITATION SURCHARGE Total:	71,022.00 71,022.00
178249	11/12/2024	105754 LOU'S GOLF CARTS, INC.	44515		GOLF CART PARTS Total:	1,478.45 1,478.45
178250	11/12/2024	112615 LU'S LIGHTHOUSE, INC.	01272461 01273241		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES Total :	37.66 421.20 458.86
178251	11/12/2024	813030 MANNING & KASS	817261 817263		LEGAL SERVICES LEGAL SERVICES Total :	659.45 2,428.80 3,088.25
178252	11/12/2024	110306 MARIPOSA LANDSCAPES, INC	109798 109799 110236	024-01099	MEDIAN LANDSCAPE MAINTENANCE MEDIAN LANDSCAPE MAINTENANCE MEDIAN LANDSCAPE MAINTENANCE Total:	713.87 1,815.59 8,864.00 11,393.46
178253	11/12/2024	113003 MARTIN CHEVROLET	CVCS24567		2008 CHEV MALIBU #F217560 SERVICE Total :	502.85 502.85
178254	11/12/2024	113064 MCMASTER-CARR SUPPLY COMPANY	34451749		PW SHOP SUPPLIES Total:	1,034.01 1,034.01
178255	11/12/2024	112524 MDG ASSOCIATES, INC.	18912 18913	032-00175 032-00175	CDBG ADMINISTRATION - SEPTEMBER CDBG HOUSING REHAB PROGRAM - S Total :	7,711.00 10,069.75 17,780.75
178256	11/12/2024	113299 MERRIMAC ENERGY GROUP	2233454	037-10363	87 OCTANE REGULAR UNLEADED FUE Total :	30,318.41 30,318.41
178257	11/12/2024	113299 MERRIMAC ENERGY GROUP	2233427	037-10363	87 OCTANE REGULAR UNLEADED FUE	30,270.28

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178257	11/12/2024	113299 MERRIMAC ENERGY GROUP	(Continued)		Total :	30,270.28
178258	11/12/2024	111604 MICRO ELECTRONICS, INC	13317075 13328680 13343943	023-01553 023-01553 023-01553	COMPUTER REPLACEMENT PARTS COMPUTER REPLACEMENT PARTS COMPUTER REPLACEMENT PARTS Total:	6,735.44 344.68 8,684.46 15,764.58
178259	11/12/2024	104152 MODEL 1 COMMERCIAL, VEHICLES, INC.	XA128023396		GTRANS AUTO PARTS Total:	413.42 413.42
178260	11/12/2024	112479 MOODY, TOBIAS L	102824		ENTERTAINMENT SERVICES - ICA 2024 Total :	300.00 300.00
178261	11/12/2024	213475 MORELAND-SMITH, MARY	GEPCO 2024		GEPCO LOAN Total:	2,000.00 2,000.00
178262	11/12/2024	107505 MOUSER ELECTRONICS, INC.	81287229 81562979		GTRANS AUTO SUPPLIES GTRANS AUTO SUPPLIES Total:	43.12 576.15 619.27
178263	11/12/2024	112748 NEW DYNASTY CONSTRUCTION CO.	06 REV1	024-01027	AQUATIC & SENIOR CENTER PROJECT Total:	330,326.45 330,326.45
178264	11/12/2024	105140 NMK CORPORATION	COG-018 COG-028 COG-029	023-01573 023-01554 023-01554	CISCO DUO - ADVANTAGE EDITION COMPUTER REPLACEMENT PARTS COMPUTER REPLACEMENT PARTS Total:	21,870.00 3,145.35 8,207.36 33,222.71
178265	11/12/2024	110575 OCCUPATIONAL HEALTH CENTERS, OF CALI	84577639 84580684 84649571 84651281 84720879 84722645 84797909	023-01558 023-01558 023-01558 023-01558 023-01558 023-01558 023-01558	RANDOM TESTS	648.00 52.00 149.00 130.00 552.00 735.00 378.00 2,644.00
178266	11/12/2024	115168 OFFICE DEPOT	385862149		CM OFFICE SUPPLIES	57.10

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178266	11/12/2024	115168 OFFICE DEPOT	(Continued)			
			388656830		REC OFFICE SUPPLIES	210.27
			389748343		HR OFFICE SUPPLIES	145.77
			389808294		FINANCE OFFICE SUPPLIES	131.36
			389950087		HR OFFICE SUPPLIES	154.33
			389950110		HR OFFICE SUPPLIES	15.75
			389968881		HR OFFICE SUPPLIES	98.06
			389972678		HR OFFICE SUPPLIES	27.00
			391267792		PD OFFICE SUPPLIES	242.15
			391301963		BUS OFFICE SUPPLIES	105.08
			391385994		CD OFFICE SUPPLIES	98.28
			391392268		CD OFFICE SUPPLIES	5.51
					Total :	1,290.66
178267	11/12/2024	103717 OKINAWA ASSOCIATION OF AMERICA, INC.	RECEIPT #77398180		MAINTENANCE DEPOSIT REFUND	250.00
					Total :	250.00
178268	11/12/2024	111358 O'REILLY AUTO PARTS	472087		PW AUTO PARTS	-72.74
			482643		GTRANS AUTO PARTS	38.18
			483192		GTRANS AUTO PARTS	192.95
			483194		SEWER PROGRAM SUPPLIES	354.35
			483228		PW AUTO PARTS	-99.16
			483311		SEWER PROGRAM SUPPLIES	26.77
			484727		PW AUTO PARTS	371.84
			485705		PW AUTO PARTS	148.50
			487651		GTRANS AUTO PARTS	645.39
					Total :	1,606.08
178269	11/12/2024	115810 ORKIN PEST CONTROL	268084947		PEST CONTROL - ACCT #27336703	313.99
			268084948		PEST CONTROL - ACCT #27336703	313.99
			268084949		PEST CONTROL - ACCT #27336703	313.99
			271850397		PEST CONTROL - ACCT #27336703	2,980.00
					Total :	3,921.97
178270	11/12/2024	108382 OSORIO, CLINT	02/07-02/11		LEAGUE OF CA CITIES CONFERENCE	300.00
			06/09-06/12		ALL-AMERICA CITY AWARD EVENT - PE	150.00
			09/19-09/21		LEAGUE OF CA CITIES CONFERENCE	586.82

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178270	11/12/2024	108382 OSORIO, CLINT	(Continued) 10/02-10/04 10/16-10/18		2023 ICMA ANNUAL CONFERENCE LEAGUE OF CA CITIES CONFERENCE (Total :	316.32 150.00 1,503.14
178271	11/12/2024	113087 PARK, SUNG JIN	PERMIT #50024-0070		PERMIT DEPOSIT REFUND - 16016 CRE Total :	5,000.00 5,000.00
178272	11/12/2024	112529 PARRA, ENRIQUE	64376367540		REFUND - CREDIT CARD PROCESSOR Total :	2.75 2.75
178273	11/12/2024	112728 PATRONAS, ELISSEOS	PERMIT #50024-0146		PERMIT DEPOSIT REFUND - 17321 S D. Total :	7,500.00 7,500.00
178274	11/12/2024	110403 PENN RECORDS MANAGEMENT	0145020		OFFSITE STORAGE SERVICES - OCTO Total :	65.50 65.50
178275	11/12/2024	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	Г 09/30-10/21/24		GYMNASTICS INSTRUCTOR SERVICES Total:	6,715.00 6,715.00
178276	11/12/2024	307108 PETTY CASH FUND	07/09-10/17/24		REPLENISH PETTY CASH Total:	456.68 456.68
178277	11/12/2024	112351 PHAN, PHUC	PERMIT #50022-0510		PERMIT DEPOSIT REFUND - 1349 W 16 Total :	7,500.00 7,500.00
178278	11/12/2024	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0920241211	035-01363	PARKING CONTRACT SERVICES - SEP [*] Total:	55.21 55.21
178279	11/12/2024	102677 PROVIDENCE HEALTH & SERVICES	600000283 10/05/24		PRE-EMPLOYMENT PHYSICALS Total:	240.00 240.00
178280	11/12/2024	106092 PRUDENTIAL OVERALL SUPPLY	42973371	024-01082	UNIFORM & SUPPLY RENTAL	155.26
			42973372 42973373 42973374 42973375	034-00667 034-00667 034-00667 034-00667	UNIFORM & SUPPLY RENTAL SUPPLY RENTAL - MATS - GTRANS SUPPLY RENTAL - MATS - NCC SUPPLY RENTAL - MATS - CH	28.72 50.10 13.65 19.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
178280	11/12/2024	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42973376	034-00667	SUPPLY RENTAL - MATS - PD	91.60
			42973377	034-00667	SUPPLY RENTAL - MATS - HS	11.60
			42975188	024-01082	UNIFORM & SUPPLY RENTAL	158.64
				034-00667		
			42975189	034-00667	UNIFORM & SUPPLY RENTAL	28.72
			42975190	034-00667	SUPPLY RENTAL - MATS - GTRANS	50.10
			42976625	037-10365	UNIFORM & SUPPLY RENTAL	329.68
					Total :	937.07
178281	11/12/2024	107419 PULSAR	30078	037-10229	DESIGN & BRANDING OF NEW ON-DEN	5.645.25
170201	11/12/2024	107419 1 OLSAIK	30076	037-10229	Total:	5,645.25
					Total .	5,645.25
178282	11/12/2024	114143 QUADIENT LEASING USA, INC	Q1559203		POSTAGE MAILING MACHINE LEASE	792.03
					Total :	792.03
470000	444040004					740.00
178283	11/12/2024	112788 R&S AUTO BODY REPAIR	30681		GTRANS VEHICLE PARTS & LABOR	746.00
					Total :	746.00
178284	11/12/2024	111574 RACE COMMUNICATIONS	RC1367789	023-01556	FIBER INTERNET SERVICES - NOVEME	5,787.34
					Total :	5,787.34
178285	11/12/2024	113100 RAMIREZ, JORGE I.	PERMIT #50024-0120		PERMIT DEPOSIT REFUND - 15406 S W	7,500.00
					Total :	7,500.00
178286	11/12/2024	103072 REACH	102574		EAP SERVICES/REACHLINE NEWSLET	902.00
110200	11,12,2021	100072 NEXTON	10207 1		Total :	902.00
					Total .	302.00
178287	11/12/2024	110734 RED KITE CONSULTING, INC	017362	037-10353	GTRANS CONSULTING FOR TRAINING	38,774.00
					Total :	38,774.00
170000	11/12/2024	100610 DENTINO JORGI	038	027 10275	DROCH DEMENT CONSULTING SERVIC	920.00
178288	11/12/2024	109619 RENTINO, JOBEL	036	037-10375	PROCUREMENT CONSULTING SERVIC	
					Total :	920.00
178289	11/12/2024	109668 RHEE, KATHERINE	10/07-10/11		CA PROFESSIONAL MUNICIPAL CLERK	392.11
		,			Total :	392.11
178290	11/12/2024	111867 RJM DESIGN GROUP	36696	024-00795	DESIGN & ENGINEERING - AQUATIC &	6,435.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
178290	11/12/2024	111867 RJM DESIGN GROUP	(Continued)		Total :	6,435.45
178291	11/12/2024	113085 RODRIGUEZ, JOSE	RECEIPT #77856270		MAINTENANCE DEPOSIT REFUND Total:	100.00 100.00
178292	11/12/2024	118423 ROTEX	S146056		PW AUTO PARTS Total:	350.00 350.00
178293	11/12/2024	119022 SAFE MART OF SOUTHERN, CALIFORNIA, IN	NC 1072		GTRANS FACILITY SUPPLIES Total:	15.71 15.71
178294	11/12/2024	119015 SAFETY-KLEEN CORPORATION	94393882 95025031	037-10376 037-10376	SERVICE AQUEOUS PARTS WASHER SERVICE AQUEOUS PARTS WASHER Total:	1,193.93 1,183.85 2,377.78
178295	11/12/2024	112327 SAMI'S REFEREES LLC	10/01-10/15/2024 10/01-10/15/24 10/16-10/31/2024 10/16-10/31/24		SPORT REFEREE SERVICES SPORT REFEREE SERVICES SPORT REFEREE SERVICES SPORT REFEREE SERVICES Total:	240.00 960.00 240.00 1,440.00 2,880.00
178296	11/12/2024	119016 SAM'S CLUB	4420 10/01/24 9227		PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES Total:	52.72 221.84 274.56
178297	11/12/2024	104451 SELECT ADVANTAGE	10349000		TRANSIT SUPERVISOR ASSESSMENT : Total :	440.00 440.00
178298	11/12/2024	107006 SHAMROCK COMPANIES	2778087		STREET MAINT SUPPLIES Total:	312.44 312.44
178299	11/12/2024	119233 SHERWIN-WILLIAMS CO.	7045-7		SIGNS/SIGNALS SUPPLIES Total:	227.08 227.08
178300	11/12/2024	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8097942 8098375 8098647 8098689	035-01364 035-01364 035-01364 035-01364	2018 FORD INTRCPTR #1554895 SERVI 2016 FORD INTRCPTR #1488054 SERVI 2022 FORD INTRCPTR #1630465 SERVI 2018 FORD INTRCPTR #1554895 SERVI	129.27 112.97 356.46 1,811.55

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178300	11/12/2024	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	(Continued)			
			8098694	035-01364	2017 FORD INTRCPTR #1488142 SERV	452.45
			8099018	035-01364	2007 CHEVY TAHOE #5TGA952 SERVIC	420.31
			8099459		2005 CHEVY TAHOE #1096948 SERVICE	2,801.52
			8099673	035-01364	2022 FORD INTRCPTR #GA01330 SERV	705.96
			8099674	035-01364	2020 FORD INTRCPTR #1591741 SERVI	1,366.93
					Total :	8,157.42
178301	11/12/2024	119378 SMARDAN SUPPLY CO.	S4152023		BLDG MAINT SUPPLIES	257.21
			S4152871		BLDG MAINT SUPPLIES	146.44
					Total :	403.65
178302	11/12/2024	110972 SOUTH BAY CASINO RENTALS	2024-183		RENTAL - CASINO NIGHT FUNDRAISER	3,356.18
	,,		2021.000		Total :	3,356.18
178303	11/12/2024	119447 SOUTH BAY FORD	509290		GTRANS AUTO PARTS	278.93
170000	11/12/2024	TIOTAL GOOTH BALL ORB	510726		PW AUTO PARTS	84.83
			310720		Total:	363.76
					Total .	303.70
178304	11/12/2024	113025 SOUTH BAY KO-AM SENIOR CENTER	RECEIPT #71070180		MAINTENANCE DEPOSIT REFUND	250.00
					Total :	250.00
178305	11/12/2024	112633 SOUTH BAY KUSTOMZ, LLC	13300		2022 FORD EXPLR #P04 SERVICE	116.31
					Total :	116.31
178306	11/12/2024	619003 SOUTHERN CALIFORNIA EDISON	101824		LIGHT & POWER	3,211.30
					Total :	3,211.30
470007	44/40/0004	444770 ODOALA	000440	000 00470	ANIMAL CUELTED CEDVICES	ŕ
178307	11/12/2024	111778 SPCALA	202410	032-00172	ANIMAL SHELTER SERVICES Total:	25,950.00 25,950.00
					Total .	,
178308	11/12/2024	119548 ST. JOHN LUTHERAN CHURCH	NOVEMBER 2024		SENIOR CITIZEN DAY CARE	1,100.00
					Total :	1,100.00
178309	11/12/2024	119594 STANLEY PEST CONTROL	1819867		PEST CONTROL SERVICE - A JOHNSON	70.00
			1819872		PEST CONTROL SERVICE - 15800 BRIG	42.00
			1819876		PEST CONTROL SERVICE - 14708 HALL	42.00
			1819878		PEST CONTROL SERVICE - 1651 W 162	85.00

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		Vendor	Invoice	PO #	Description/Account	Amount
178309	11/12/2024	119594 STANLEY PEST CONTROL	(Continued)			
			1819879		PEST CONTROL SERVICE - 1700 W 162	80.00
			1819883		PEST CONTROL SERVICE - 1670 W 162	80.00
			1819884		PEST CONTROL SERVICE - 1718 W 162	65.00
			1819887		PEST CONTROL SERVICE - 1717 W 162	75.00
			1819889		PEST CONTROL SERVICE - 2100 W 154	65.00
			1819890		PEST CONTROL SERVICE - 2320 W 149	42.00
			1819891		PEST CONTROL SERVICE - 14517 CRE	60.00
			1819892		PEST CONTROL SERVICE - 13220 VAN	65.00
					Total :	771.00
178310	11/12/2024	119010 STAPLES ADVANTAGE	6014529721		PW OFFICE SUPPLIES	95.96
			6014587541		SR BUREAU OFFICE SUPPLIES	77.95
			6014657072		SR BUREAU OFFICE SUPPLIES	374.81
					Total :	548.72
178311	11/12/2024	108338 STEAMX, LLC	70267		GTRANS MAINT SUPPLIES	243.95
			70305		GTRANS MAINT SUPPLIES	204.51
					Total :	448.46
178312	11/12/2024	112505 TYLIN INTERNATIONAL	102406494	037-10323	PROJECT MGMT SVCS, MAINT & ASSE	2,750.22
			102410120	037-10323	PROJECT MGMT SVCS, MAINT & ASSE	2,291.85
					Total :	5,042.07
178313	11/12/2024	113106 TANNAZ PROPERTIES LLC	005410		PROPERTY CLEAN UP - 1731 W 147TH	1.91
					Total :	1.91
178314	11/12/2024	113092 TELLEZ, MARTIN	102524		ENTERTAINMENT - DIA DE LOS MUERT	166.00
		,			Total:	166.00
178315	11/12/2024	112931 THERMAL CONCEPTS, INC.	P17273-2	024-01075	NCC HVAC UPGRADE PROJECT, JN522	22,619.50
					Total :	22,619.50
178316	11/12/2024	112931 THERMAL CONCEPTS, INC.	P17273-1	024-01075	NCC HVAC UPGRADE PROJECT, JN522	14,250.00
			P17330-1		JUSTIN PLAZA HVAC MAINTENANCE	4,782.00
			666		Total :	19,032.00
178317	11/12/2024	120215 THOMPSON TROPHY MFG., INC.	70061		CM PROGRAM SUPPLIES	495.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
178317	11/12/2024	120215 THOMPSON TROPHY MFG., INC.	(Continued) 70088		CM PROGRAM SUPPLIES Total:	346.79 842.28
178318	11/12/2024	113105 TORRES, EVELYN	RECEIPT #65694463		MAINTENANCE DEPOSIT REFUND Total:	250.00 250.00
178319	11/12/2024	111990 TOWNSEND PUBLIC AFFAIRS, INC	22482	020-00051	CONSULTING SERVICES - NOVEMBER Total:	7,000.00 7,000.00
178320	11/12/2024	106018 TRANE U.S. INC.	17237505 314682321 314703407	037-10366 037-10354 037-10366	BUS FACILITY MAINT SUPPLIES BUS FACILITY SERVICE MAINTENANCE BUS FACILITY SERVICE MAINTENANCE Total:	29.19 5,625.00 3,038.00 8,692.19
178321	11/12/2024	105959 TRANSITTALENT.COM, LLC	1542410		RECRUITMENT AD - BUS OPERATOR, 1 Total:	380.00 380.00
178322	11/12/2024	105556 TRIANGLE SPORTS, INC.	42986 43002		YOUTH UNIFORM SUPPLIES REC SPORTS SUPPLIES Total:	35.04 303.32 338.36
178323	11/12/2024	111481 TRIO COMMUNITY MEALS, LLC	INV2230053828 INV2230054109 INV2230054372	034-00659 034-00659 034-00659	SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM Total:	6,653.90 6,746.84 7,798.81 21,199.55
178324	11/12/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	FINANCE 10/22/24 SANTIN 09/23/24		CAL CARD STATEMENT 09/24-10/22/24 CAL CARD STATEMENT 08/23-09/23/24 Total:	16,416.29 18,298.33 34,714.62
178325	11/12/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 10/22/24 CDD 10/22/24 FOX 08/22/24 FOX 09/23/24 MACIEL 08/22/24 MACIEL 09/23/24	035-01355	CAL CARD STATEMENT 09/24-10/22/24 CAL CARD STATEMENT 09/24-10/22/24 CAL CARD STATEMENT 07/23-08/22/24 CAL CARD STATEMENT 08/23-09/23/24 CAL CARD STATEMENT 07/23-08/22/24 CAL CARD STATEMENT 08/23-09/23/24	1,014.45 485.10 174.83 80.73 7,849.55 3,137.14

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
178325	11/12/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
			RECREATION 09/23/24		CAL CARD STATEMENT 08/23-09/23/24	17,034.78
			SAFFELL 06/24/24		CAL CARD STATEMENT 05/23-06/24/24	236.26
			SAFFELL 08/22/24		CAL CARD STATEMENT 07/23-08/22/24	1,155.99
			SAFFELL 09/23/24		CAL CARD STATEMENT 08/23-09/23/24	35.00
			TSUJIUCHI 10/22/24		CAL CARD STATEMENT 09/24-/10/22/24	3,459.63
					Total :	34,663.46
178326	11/12/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	6 HR 09/23/24		CAL CARD STATEMENT 08/23-09/23/24	2,373.36
			HR 10/22/24		CAL CARD STATEMENT 09/24-10/22/24	1,305.26
			OROZCO 09/23/24		CAL CARD STATEMENT 08/23-09/23/24	10,027.89
			PYNN 09/23/24		CAL CARD STATEMENT 08/23-09/23/24	1,865.76
			SANTOS 10/22/24		CAL CARD STATEMENT 09/24-10/22/24	3,121.87
			SWEENEY 09/23/24		CAL CARD STATEMENT 08/23-09/23/24	16,193.01
				034-00668		
					Total :	34,887.15
178327	11/12/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	CRESPO 10/22/24		CAL CARD STATEMENT 09/24-10/22/24	4,476.18
			KWAK 10/22/24		CAL CARD STATEMENT 09/24-10/22/24	144.93
			NOLAN 10/22/24		CAL CARD STATEMENT 09/24-10/22/24	5,244.43
			PD TRAINING 09/23/24		CAL CARD STATEMENT 08/23-09/23/24	4,201.72
			PD TRAINING2 9/23/24		CAL CARD STATEMENT 08/23-09/23/24	3,288.34
			PD TRAINING3 9/23/24		CAL CARD STATEMENT 08/23-09/23/24	2,510.09
			PD TRAINING4 9/23/24		CAL CARD STATEMENT 08/23-09/23/24	1,526.16
			RIGG 10/22/24		CAL CARD STATEMENT 09/24-10/22/24	806.79
			ROMERO 10/22/24		CAL CARD STATEMENT 09/24-10/22/24	1,583.37
					Total :	23,782.01
178328	11/12/2024	104692 ULINE	184110607		BUS SHOP SUPPLIES	88.40
			184799258		BUS SHOP SUPPLIES	44.85
					Total :	133.25
178329	11/12/2024	107596 UNION PACIFIC RAILROAD COMPANY	90139829	032-00132	ENGINEERING SERVICES - 16911 S. NO	208.96
					Total :	208.96
178330	11/12/2024	108560 UNITED STORM WATER, INC.	SW41797RET		STORM DRAIN DEBRIS RETROFIT, JN 9	8,858.45
					Total :	8,858.45

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11/12/2024 104107 WAXIE SANITARY SUPPLY

11/12/2024 100107 WAYNE ELECTRIC CO.

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178331	11/12/2024	113088 VAN, CHUNG	PERMIT #50023-0915		PERMIT DEPOSIT REFUND - 2021 W RE Total :	5,000.00 5,000.00
178332	11/12/2024	122050 VERIZON WIRELESS	9976746397		REC CELL PHONE SERVICE Total:	1,187.52 1,187.52
178333	11/12/2024	113098 VIDIFLO, LLC	I24102501		AV COUNCIL CHAMBERS SUPPLIES Total:	176.22 176.22
178334	11/12/2024	105254 VISION TIRE	41736		CD VEHICLE TIRE SERVICES Total:	1,200.06 1,200.06
178335	11/12/2024	122435 VISTA PAINT CORPORATION	2024-664082-00 2024-676696-00 2024-676713-00		STREET MAINT SUPPLIES STREET MAINT SUPPLIES STREET MAINT SUPPLIES Total:	125.11 263.80 108.56 497.47
178336	11/12/2024	112534 WAKUTA, LAYNE	06/08-06/12		ALL AMERICA CITY COMPETITON Total:	200.00 200.00
178337	11/12/2024	108353 WALTERS WHOLESALE ELECTRIC CO	S126556216		BLDG MAINT SUPPLIES Total:	464.15 464.15
178338	11/12/2024	101195 WASTE RESOURCES GARDENA	102124		WASTE COLLECTION Total:	300,622.57 300,622.57
178339	11/12/2024	101903 WATER TECHNIQUES	12506		DRINKING WATER SYSTEM RENTAL Total:	45.00 45.00
178340	11/12/2024	100212 WATKINS, RAMISI	GEPCO 2024		GEPCO LOAN	2,000.00

82830822

215524

Total:

Total:

Total:

BUS WASH SUPPLIES

GTRANS AUTO PARTS

2,000.00

150.12 150.12

937.13 937.13 Voucher List CITY OF GARDENA

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178343	11/12/2024	112737 WELLS FARGO VENDOR FINANCIAL, SERVICE	5031729153	023-01557	CITYWIDE COPIER LEASE - NOVEMBEI Total :	3,307.50 3,307.50
178344	11/12/2024	123050 WILLIAMS SCOTSMAN, INC.	9022234005	035-01358	MODULAR BUILDING RENTAL CPX-804 Total :	2,279.26 2,279.26
178345	11/12/2024	113103 WILLIAMS, CHENITA	GEPCO 2024		GEPCO LOAN Total:	2,000.00 2,000.00
178346	11/12/2024	125001 YAMADA COMPANY, INC.	84587		PARK MAINT SUPPLIES Total:	60.39 60.39
	230 Vouchers fo	r bank code : usb			Bank total :	3,766,576.01
	230 Vouchers in	this report			Total vouchers :	3,766,576.01

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	CLAIMS	S VOUCHER APPROVAL					
	checks listed on register are acco thereof.	that the demands or claims covered by pages 1 to 26 inclusive of the urate and funds are available for payr. Director of Administrative Services	ne check				
	checks listed on register have be of Gardena and	that the claims or demands covered pages 1 to 26 inclusive of the cen audited by the City Council of the that all of the said checks are approved the check numbers:	ne check City				
		11/12/2024					
	Mayor	Date					
	Councilmem	ber Date					
	Councilmem	ber Date					
	Acknowledged:						
	Councilmem	ber Date					
	Councilmem	ber Date					



TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Request City Council approval to revise the City's Classification and Compensation Plan (*Attachment 1*) to update the compensation for Deputy Police Chief, Schedule 232 (\$21,606/month). Job Description attached (Attachment #2).

- 2. Report the appointment of the following individuals:
 - a. **JUAN CARLOS CORNEJO**, to the position of Police Officer, Schedule 201 (\$8,149 \$10,400/month) with the Police Department, effective October 4, 2024.
 - b. **KENYA COMPTON,** to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - c. *JASON COOPER*, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - d. **DAVID CRAVEN,** to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - e. **DERRICK CRAWFORD**, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - f. **ANDREA DEAN,** to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - g. **ORSON DEL ROSARIO**, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - h. *MYRON DOTHARD*, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - STEPHANIA EVANS, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - j. **KEMILYAH HAYWOOD**, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - k. *JAMES ILES*, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - I. **FRANCINE LOPEZ,** to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - m. *KARRON MAXWELL*, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - n. *CRYSTAL MILES,* to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - o. **JAZMYNE ROBINSON,** to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
 - p. *WILLIE STANFIELD*, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.

- q. **ASYAH THOMAS,** to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
- r. *RAQUEL VILLANUEVA*, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
- s. **SHANNON WHITMORE**, to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
- t. **RYAN WILLIAMS,** to the position of Bus Operator, Schedule 90 (\$4,952 \$6,321/month) with the Transportation Department, effective October 13, 2024.
- u. STERLING LEE, to the position of Transit Training & Safety Manager, Schedule 124 (\$8,687 \$11,087/month) with the Transportation Department, effective November 4, 2024.
- v. **ZULEYMA VAZQUEZ** to the position of Police Records Technician I, Schedule 38 (\$4,441 \$5,668/month) with the Police Department, effective November 4, 2024.
- w. **RYAN INANA** to the position of Police Trainee, Schedule 200 (\$6,927 /month) with the Police Department, effective November 4, 2024.
- x. **JENNEL JACOBS,** to the position of Customer Service Clerk I, Schedule 29 (\$3,556 \$4,539/month) with the Transportation Department, effective November 7, 2024.
- 3. Report the promotion of *MATTHEW HASSOLDT* to the position of Police Lieutenant, Schedule 227 (\$13,560 \$17,307/month) with the Police Department, effective October 21, 2024.
- 4. Report the Recruitment for the Open/Competitive position of Administrative Analyst I (Administrative Services Department). This recruitment is scheduled to close November 22, 2024.
- 5. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
- 6. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
- 7. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
- 8. Report the Recruitment for the Open/Competitive position of Bus Operator (Transportation Department). This is a continuous recruitment.
- 9. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
- 10. Report the Recruitment for the Open/Competitive position of Transportation Operations Supervisor (Transportation Department). This recruitment is open until filled.

CITY OF GARDENA CLASSIFICATION AND COMPENSATION PLAN Effective November 19, 2024

Update Compensation: Deputy Police Chief, Schedule 232

5 Recreation Instructor

HOURLY RANGE 20.00 - 35.00

	6 Clerical Aide I 6 Police Aide		
STEP ANNUAL MONTHLY BI-WEEKLY HOURLY	*4* 32,400.0 2,700.0 1,246.1 15.576	00 00 5	*6* 35,724.00 2,977.00 1,374.00 17.1750
	7 Peer Advocate Counselor II 7 Storeroom Aide		
STEP ANNUAL MONTHLY BI-WEEKLY HOURLY	7 Storerson Aldo		*6* 34,908.00 2,909.00 1,342.62 16.7827
	8 Community Aide I		
STEP ANNUAL MONTHLY BI-WEEKLY HOURLY		*5* 34,068.00 2,839.00 1,310.31 16.3788	*6* 35,772.00 2,981.00 1,375.85 17.1981
	13		
STEP ANNUAL MONTHLY BI-WEEKLY HOURLY		*5* 34,956.00 2,913.00 1,344.46 16.8058	*6* 36,708.00 3,059.00 1,411.85 17.6481
	14 Pool Cashier		
STEP ANNUAL MONTHLY BI-WEEKLY HOURLY	*4* 34,116.0 2,843.0 1,312.1 16.401	*5* 35,820.00 2,985.00 1,377.69 17.2212	*6* 37,608.00 3,134.00 1,446.46 18.0808
STEP ANNUAL	15 *4* 34,980.0	*5* 00 36,732.00	*6* 38,568.00
MONTHLY BI-WEEKLY HOURLY	2,915.0 1,345.3 16.817	1,412.77	3,214.00 1,483.38 18.5423

16											
STEP			*3*	*4*	*5*	*6*					
ANNUAL			34,152.00	35,856.00	37,644.00	39,528.00					
MONTHLY			2,846.00	2,988.00	3,137.00	3,294.00					
BI-WEEKLY			1,313.54	1,379.08	1,447.85	1,520.31					
HOURLY			16.4192	17.2385	18.0981	19.0038					
17 Clerk Typist											
STEP		17 01	*3*	*4*	*5*	*6*					
ANNUAL			35,004.00	36,756.00	38,592.00	40,524.00					
MONTHLY			2,917.00	3,063.00	3,216.00	3,377.00					
BI-WEEKLY			1,346.31	1,413.69	1,484.31	1,558.62					
HOURLY			16.8288	17.6712	18.5538	19.4827					
			18								
STEP		*2*	*3*	*4*	*5*	*6*					
ANNUAL		34 176 00	35,880.00	37,680.00	39,564.00	41,544.00					
MONTHLY		2 848 00	2,990.00	3,140.00	3,297.00	3,462.00					
BI-WEEKLY		1 314 46	1,380.00	1,449.23	1,521.69	1,597.85					
HOURLY		16.4308	17.2500	18.1154	19.0212	19.9731					
			19								
STEP		*2*	*3*	*4*	*5*	*6*					
ANNUAL		35,016.00	36,768.00	38,604.00	40,536.00	42,564.00					
MONTHLY		2,918.00	3,064.00	3,217.00	3,378.00	3,547.00					
BI-WEEKLY		1,346.77	1,414.15	1,484.77	1,559.08	1,637.08					
HOURLY		16.8346	17.6769	18.5596	19.4885	20.4635					
			20								
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	34,188.00	35,892.00	37,692.00	39,576.00	41,556.00	43,632.00					
MONTHLY	2,849.00	2,991.00	3,141.00	3,298.00	3,463.00	3,636.00					
BI-WEEKLY	1,314.92	1,380.46	1,449.69	1,522.15	1,598.31	1,678.15					
HOURLY	16.4365	17.2558	18.1212	19.0269	19.9788	20.9769					
		21 Po	lice Cadet								
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	35,028.00	36,780.00	38,616.00	40,548.00	42,576.00	44,700.00					
MONTHLY	2,919.00	3,065.00	3,218.00	3,379.00	3,548.00	3,725.00					
BI-WEEKLY	1,347.23	1,414.62	1,485.23	1,559.54	1,637.54	1,719.23					
HOURLY	16.8404	17.6827	18.5654	19.4942	20.4692	21.4904					
			gram Assistant	t I							
			riatric Aide								
			Services Aide ard/Instructor								
			ation Leader I								
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	35,904.00	37,704.00	39,588.00	41,568.00	43,644.00	45,828.00					
MONTHLY	2,992.00	3,142.00	3,299.00	3,464.00	3,637.00	3,819.00					
BI-WEEKLY	1,380.92	1,450.15	1,522.62	1,598.77	1,678.62	1,762.62					
HOURLY	17.2615	18.1269	19.0327	19.9846	20.9827	22.0327					

23 Community Aide II								
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	36,804.00	38,640.00	40,572.00	42,600.00	44,736.00	46,968.00		
MONTHLY	3,067.00	3,220.00	3,381.00	3,550.00	3,728.00	3,914.00		
BI-WEEKLY	1,415.54	1,486.15	1,560.46	1,638.46	1,720.62	1,806.46		
HOURLY	17.6942	18.5769	19.5058	20.4808	21.5077	22.5808		
			24					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	37,728.00	39,612.00	41,592.00	43,668.00	45,852.00	48,144.00		
MONTHLY	3,144.00	3,301.00	3,466.00	3,639.00	3,821.00	4,012.00		
BI-WEEKLY	1,451.08	1,523.54	1,599.69	1,679.54	1,763.54	1,851.69		
HOURLY	18.1385	19.0442	19.9962	20.9942	22.0442	23.1462		
			25					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	38,676.00	40,608.00	42,636.00	44,772.00	47,016.00	49,368.00		
MONTHLY	3,223.00	3,384.00	3,553.00	3,731.00	3,918.00	4,114.00		
BI-WEEKLY	1,487.54	1,561.85	1,639.85	1,722.00	1,808.31	1,898.77		
HOURLY	18.5942	19.5231	20.4981	21.5250	22.6038	23.7346		
			Supervisor					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	39,636.00	41,616.00	43,692.00	45,876.00	48,168.00	50,580.00		
MONTHLY	3,303.00	3,468.00	3,641.00	3,823.00	4,014.00	4,215.00		
BI-WEEKLY	1,524.46	1,600.62	1,680.46	1,764.46	1,852.62	1,945.38		
HOURLY	19.0558	20.0077	21.0058	22.0558	23.1577	24.3173		
			27					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	40,620.00	42,648.00	44,784.00	47,028.00	49,380.00	51,852.00		
MONTHLY	3,385.00	3,554.00	3,732.00	3,919.00	4,115.00	4,321.00		
BI-WEEKLY	1,562.31	1,640.31	1,722.46	1,808.77	1,899.23	1,994.31		
HOURLY	19.5288	20.5038	21.5308	22.6096	23.7404	24.9288		
			rices Coordinat	tor				
			ce Assistant					
STEP	*1*	28 Recrea *2*	ation Leader II	*4*	*5*	*6*		
ANNUAL	41,628.00	43,704.00	45,888.00	48,180.00	50,592.00	53,124.00		
MONTHLY	3,469.00	3,642.00	3,824.00	4,015.00	4,216.00	4,427.00		
BI-WEEKLY	1,601.08	1,680.92	1,764.92	1,853.08	1,945.85	2,043.23		
HOURLY	20.0135	21.0115	22.0615	23.1635	24.3231	25.5404		
			ount Clerk er Service Clerk	, I				
			r Service Cierr Technology Int					
		_	tion Therapist					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	42,672.00	44,808.00	47,052.00	49,404.00	51,876.00	54,468.00		
MONTHLY	3,556.00	3,734.00	3,921.00	4,117.00	4,323.00	4,539.00		
BI-WEEKLY	1,641.23	1,723.38	1,809.69	1,900.15	1,995.23	2,094.92		
HOURLY	20.5154	21.5423	22.6212	23.7519	24.9404	26.1865		

30 Certified Nursing Assistant 30 Custodian I 30 FCC Education Assistant II 30 FCC Program Assistant II 30 Office Specialist

30 Office Specialist											
	1	*2*	*3*	*4*	*5*	*6*					
ANNUAL	43,728.00	45,912.00	48,204.00	50,616.00	53,148.00	55,800.00					
MONTHLY	3,644.00	3,826.00	4,017.00	4,218.00	4,429.00	4,650.00					
BI-WEEKLY	1,681.85	1,765.85	1,854.00	1,946.77	2,044.15	2,146.15					
HOURLY	21.0231	22.0731	23.1750	24.3346	25.5519	26.8269					
	31 Or	n-Demand (Mic	ro/Paratransit)	Operator							
		31 Parat	ransit Driver	-							
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	44,832.00	47,076.00	49,428.00	51,900.00	54,492.00	57,216.00					
MONTHLY	3,736.00	3,923.00	4,119.00	4,325.00	4,541.00	4,768.00					
BI-WEEKLY	1,724.31	1,810.62	1,901.08	1,996.15	2,095.85	2,200.62					
HOURLY	21.5538	22.6327	23.7635	24.9519	26.1981	27.5077					
	32 Ho	ome Improvem	ent Maintenan	ce Helper							
32 Right-of-Way Maintenance Worker											
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	45,948.00	48,240.00	50,652.00	53,184.00	55,848.00	58,644.00					
MONTHLY	3,829.00	4,020.00	4,221.00	4,432.00	4,654.00	4,887.00					
BI-WEEKLY	1,767.23	1,855.38	1,948.15	2,045.54	2,148.00	2,255.54					
HOURLY	22.0904	23.1923	24.3519	25.5692	26.8500	28.1942					
		_									
			r Service Clerk								
			nt Utility Worke	er I							
			Safety Officer								
			Operator Train								
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	47,100.00	49,452.00	51,924.00	54,516.00	57,240.00	60,108.00					
MONTHLY	3,925.00	4,121.00	4,327.00	4,543.00	4,770.00	5,009.00					
BI-WEEKLY	1,811.54	1,902.00	1,997.08	2,096.77	2,201.54	2,311.85					
HOURLY	22.6442	23.7750	24.9635	26.2096	27.5192	28.8981					
		24.0									
			ustodian II								
	,		iti Technician	lahau							
	•	34 Demand									
	34 Paratransit Dispatcher 34 Park Maintenance Worker I										
STEP	*1*	*2*	*3*	er i *4*	*5*	*6*					
ANNUAL	48,276.00	50,688.00	53,220.00	55,884.00	58,680.00	61,620.00					
MONTHLY	4,023.00	4,224.00	4,435.00	4,657.00	4,890.00	5,135.00					
BI-WEEKLY	1,856.77	1,949.54	2,046.92	2,149.38	2,256.92	2,370.00					
HOURLY	23.2096	24.3692	25.5865	2, 149.36 26.8673	2,256.92 28.2115						
HOURLI	23.2090	24.3092	25.5005	20.0073	20.2113	29.6250					

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

35 Street Maintenance Worker											
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	49,488.00	51,960.00	54,564.00	57,288.00	60,156.00	63,168.00					
MONTHLY	4,124.00	4,330.00	4,547.00	4,774.00	5,013.00	5,264.00					
BI-WEEKLY	1,903.38	1,998.46	2,098.62	2,203.38	2,313.69	2,429.54					
HOURLY	23.7923	24.9808	26.2327	27.5423	28.9212	30.3692					
	20.1020	21.0000	20.2021	27.0.20	20.02.12	00.0002					
36 Court Liaison											
36 Court Elaison 36 Intermediate Clerk Typist											
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	50,724.00	53,256.00	55,920.00	58,716.00	61,656.00	64,740.00					
MONTHLY	4,227.00	4,438.00	4,660.00	4,893.00	5,138.00						
						5,395.00					
BI-WEEKLY	1,950.92	2,048.31	2,150.77	2,258.31	2,371.38	2,490.00					
HOURLY	24.3865	25.6038	26.8846	28.2288	29.6423	31.1250					
		27 Nutrition So	rvices Coordir	ator							
	•		Bus Operator	iatoi							
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	51,996.00	54,600.00	57,336.00	60,204.00	63,216.00	66,372.00					
MONTHLY			4,778.00		5,268.00	5,531.00					
	4,333.00	4,550.00	•	5,017.00	,	•					
BI-WEEKLY	1,999.85	2,100.00	2,205.23	2,315.54	2,431.38	2,552.77					
HOURLY	24.9981	26.2500	27.5654	28.9442	30.3923	31.9096					
		38 Activit	y Coordinator								
				r II							
		38 Equipmen	t Utility Worke								
		38 Equipmen 38 Homele	nt Utility Worke ss Coordinato	r							
		38 Equipmen 38 Homele 38 Police Rec	nt Utility Worke ss Coordinator ords Technicia	r an I							
		38 Equipmen 38 Homele 38 Police Rec 38 Police Se	of Utility Worke ss Coordinator cords Technicia rvice Technicia	r an I							
		38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc	of Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk	r an I an							
		38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior	of Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk	r an I an							
CTED	***	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior 38 Senior	of Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist	r an I an	*5*	*0*					
STEP	*1*	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior 38 Senior *2*	at Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist *3*	r an I an *4*	*5*	*6*					
ANNUAL	53,292.00	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior 38 Senior *2* 55,956.00	at Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist *3* 58,752.00	*4* 61,692.00	64,776.00	68,016.00					
ANNUAL MONTHLY	53,292.00 4,441.00	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior 38 Senior *2* 55,956.00 4,663.00	at Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist *3* 58,752.00 4,896.00	*4* 61,692.00 5,141.00	64,776.00 5,398.00	68,016.00 5,668.00					
ANNUAL MONTHLY BI-WEEKLY	53,292.00 4,441.00 2,049.69	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior 38 Senior *2* 55,956.00 4,663.00 2,152.15	at Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist *3* 58,752.00 4,896.00 2,259.69	*4* 61,692.00 5,141.00 2,372.77	64,776.00 5,398.00 2,491.38	68,016.00 5,668.00 2,616.00					
ANNUAL MONTHLY	53,292.00 4,441.00	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior 38 Senior *2* 55,956.00 4,663.00	at Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist *3* 58,752.00 4,896.00	*4* 61,692.00 5,141.00	64,776.00 5,398.00	68,016.00 5,668.00					
ANNUAL MONTHLY BI-WEEKLY	53,292.00 4,441.00 2,049.69	38 Equipmen 38 Homele 38 Police Red 38 Police Se 38 Purc 38 Senior *2* 55,956.00 4,663.00 2,152.15 26.9019	at Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist *3* 58,752.00 4,896.00 2,259.69 28.2462	*4* 61,692.00 5,141.00 2,372.77	64,776.00 5,398.00 2,491.38	68,016.00 5,668.00 2,616.00					
ANNUAL MONTHLY BI-WEEKLY	53,292.00 4,441.00 2,049.69 25.6212	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior *2* 55,956.00 4,663.00 2,152.15 26.9019 39 Appren	at Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist *3* 58,752.00 4,896.00 2,259.69 28.2462	*4* 61,692.00 5,141.00 2,372.77 29.6596	64,776.00 5,398.00 2,491.38	68,016.00 5,668.00 2,616.00					
ANNUAL MONTHLY BI-WEEKLY	53,292.00 4,441.00 2,049.69 25.6212	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior *2* 55,956.00 4,663.00 2,152.15 26.9019 39 Appren	at Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist *3* 58,752.00 4,896.00 2,259.69 28.2462 attice Mechanic vement Lead P	*4* 61,692.00 5,141.00 2,372.77 29.6596	64,776.00 5,398.00 2,491.38	68,016.00 5,668.00 2,616.00					
ANNUAL MONTHLY BI-WEEKLY	53,292.00 4,441.00 2,049.69 25.6212	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior 38 Senior *2* 55,956.00 4,663.00 2,152.15 26.9019 39 Appren 9 Home Improv 39 Park Main	at Utility Worke ss Coordinator cords Technicia rvice Technicia hasing Clerk Account Clerk r Clerk Typist *3* 58,752.00 4,896.00 2,259.69 28.2462 atice Mechanic vement Lead P	*4* 61,692.00 5,141.00 2,372.77 29.6596	64,776.00 5,398.00 2,491.38	68,016.00 5,668.00 2,616.00					
ANNUAL MONTHLY BI-WEEKLY HOURLY	53,292.00 4,441.00 2,049.69 25.6212	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior *2* 55,956.00 4,663.00 2,152.15 26.9019 39 Appren 9 Home Improved 39 Park Maint Records Man	at Utility Workers Coordinators Technicians Pechnicians Pechnician	*4* 61,692.00 5,141.00 2,372.77 29.6596 erson er II	64,776.00 5,398.00 2,491.38 31.1423	68,016.00 5,668.00 2,616.00 32.7000					
ANNUAL MONTHLY BI-WEEKLY HOURLY	53,292.00 4,441.00 2,049.69 25.6212 39 *1*	38 Equipmen 38 Homele 38 Police Red 38 Police Se 38 Purc 38 Senior 38 Senior *2* 55,956.00 4,663.00 2,152.15 26.9019 39 Appren 9 Home Improv 39 Park Main Records Man	at Utility Workers Coordinators Technicians Technicians Clerk Account Clerk Typist *3* 58,752.00 4,896.00 2,259.69 28.2462 Attice Mechanic Vernent Lead Potenance Workers agement Coordinates with the second s	*4* 61,692.00 5,141.00 2,372.77 29.6596 erson er II dinator *4*	64,776.00 5,398.00 2,491.38 31.1423	68,016.00 5,668.00 2,616.00 32.7000					
ANNUAL MONTHLY BI-WEEKLY HOURLY STEP ANNUAL	53,292.00 4,441.00 2,049.69 25.6212 39 *1* 54,624.00	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior *2* 55,956.00 4,663.00 2,152.15 26.9019 39 Appren 9 Home Improv 39 Park Main: Records Man *2* 57,360.00	at Utility Workers Coordinator Cords Technicia rvice Technicia hasing Clerk Account Clerk Technicia at Clerk Typist 3* 58,752.00 4,896.00 2,259.69 28.2462 Attice Mechanic vement Lead Potenance Workers agement Coordinate with the coordinate with	*4* 61,692.00 5,141.00 2,372.77 29.6596 erson er II dinator *4* 63,240.00	64,776.00 5,398.00 2,491.38 31.1423 *5* 66,408.00	68,016.00 5,668.00 2,616.00 32.7000 *6* 69,732.00					
ANNUAL MONTHLY BI-WEEKLY HOURLY STEP ANNUAL MONTHLY	53,292.00 4,441.00 2,049.69 25.6212 39 *1* 54,624.00 4,552.00	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior *2* 55,956.00 4,663.00 2,152.15 26.9019 39 Appren 9 Home Improv 39 Park Main: *2* 57,360.00 4,780.00	at Utility Workers Coordinator Cords Technicia rvice Technicia hasing Clerk Account Clerk Typist *3* 58,752.00 4,896.00 2,259.69 28.2462 Atice Mechanic Vement Lead Potenance Workers agement Coordinate *3* 60,228.00 5,019.00	*4* 61,692.00 5,141.00 2,372.77 29.6596 erson er II dinator	64,776.00 5,398.00 2,491.38 31.1423 *5* 66,408.00 5,534.00	68,016.00 5,668.00 2,616.00 32.7000 *6* 69,732.00 5,811.00					
ANNUAL MONTHLY BI-WEEKLY HOURLY STEP ANNUAL	53,292.00 4,441.00 2,049.69 25.6212 39 *1* 54,624.00	38 Equipmen 38 Homele 38 Police Rec 38 Police Se 38 Purc 38 Senior *2* 55,956.00 4,663.00 2,152.15 26.9019 39 Appren 9 Home Improv 39 Park Main: Records Man *2* 57,360.00	at Utility Workers Coordinator Cords Technicia rvice Technicia hasing Clerk Account Clerk Technicia at Clerk Typist 3* 58,752.00 4,896.00 2,259.69 28.2462 Attice Mechanic vement Lead Potenance Workers agement Coordinate with the coordinate with	*4* 61,692.00 5,141.00 2,372.77 29.6596 erson er II dinator *4* 63,240.00	64,776.00 5,398.00 2,491.38 31.1423 *5* 66,408.00	68,016.00 5,668.00 2,616.00 32.7000 *6* 69,732.00					

40 Engineering Aide
40 FCC Education Assistant III
40 FCC Program Assistant III
40 Public Works Coordinator
40 0 T 14 1141114 O 1 11 4

		40 Public W	orks Coordinat	or			
40 Sr. Transit Utility Specialist							
STEP	*1*	*2*	*3*	*4*	*5*	*6*	
ANNUAL	55,980.00	58,776.00	61,716.00	64,800.00	68,040.00	71,448.00	
MONTHLY	4,665.00	4,898.00	5,143.00	5,400.00	5,670.00	5,954.00	
BI-WEEKLY	2,153.08	2,260.62	2,373.69	2,492.31	2,616.92	2,748.00	
HOURLY	26.9135	28.2577	29.6712	31.1538	32.7115	34.3500	
			ty City Clerk I				
		41 Permit/Lice	ensing Technic	ian I			
STEP	*1*	*2*	*3*	*4*	*5*	*6*	
ANNUAL	57,384.00	60,252.00	63,264.00	66,432.00	69,756.00	73,248.00	
MONTHLY	4,782.00	5,021.00	5,272.00	5,536.00	5,813.00	6,104.00	
BI-WEEKLY	2,207.08	2,317.38	2,433.23	2,555.08	2,682.92	2,817.23	
HOURLY	27.5885	28.9673	30.4154	31.9385	33.5365	35.2154	
	4	12 Community	Center Coordi	nator			
		42 Communi	ty Services Off	icer			
		42 Human Sei	rvices Coordin	ator			
		42 Police Rec	ords Technicia	an II			
		42 Police	Service Officer	•			
		42 Recreat	ion Coordinate	or			
		42 \$	Secretary				
			e Trimmer I				
STEP	*1*	*2*	*3*	*4*	*5*	*6*	
ANNUAL	58,824.00	61,764.00	64,848.00	68,088.00	71,496.00	75,072.00	
MONTHLY	4,902.00	5,147.00	5,404.00	5,674.00	5,958.00	6,256.00	
BI-WEEKLY	2,262.46	2,375.54	2,494.15	2,618.77	2,749.85	2,887.38	
HOURLY	28.2808	29.6942	31.1769	32.7346	34.3731	36.0923	
			nistrative Aide				
		_	aintenance Wo	orker			
	40 11		nent Finisher	Coordinate			
	43 Hun	nan Kesources	/ Department	Coordinator			

43 Human Resources / Department Coordinator 43 Payroll / Personnel Technician 43 Senior Citizens Social Services Coordinator

43 Transit Maintenance Coordinator

1	*2*	*3*	*4*	*5*	*6*
60,288.00	63,300.00	66,468.00	69,792.00	73,284.00	76,944.00
5,024.00	5,275.00	5,539.00	5,816.00	6,107.00	6,412.00
2,318.77	2,434.62	2,556.46	2,684.31	2,818.62	2,959.38
28.9846	30.4327	31.9558	33.5538	35.2327	36.9923
	60,288.00 5,024.00 2,318.77	60,288.00 63,300.00 5,024.00 5,275.00 2,318.77 2,434.62	60,288.00 63,300.00 66,468.00 5,024.00 5,275.00 5,539.00 2,318.77 2,434.62 2,556.46	60,288.00 63,300.00 66,468.00 69,792.00 5,024.00 5,275.00 5,539.00 5,816.00 2,318.77 2,434.62 2,556.46 2,684.31	60,288.00 63,300.00 66,468.00 69,792.00 73,284.00 5,024.00 5,275.00 5,539.00 5,816.00 6,107.00 2,318.77 2,434.62 2,556.46 2,684.31 2,818.62

44 Administrative Secretary

44 Building Aide 44 Building/Planning Technician 44 Permit/Licensing Technician II

44 Sewer Maintenance Worker

	44	Tree	Trimmer	II
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TT TIEC TIMINET II												
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	61,800.00	64,896.00	68,136.00	71,544.00	75,120.00	78,876.00						
MONTHLY	5,150.00	5,408.00	5,678.00	5,962.00	6,260.00	6,573.00						
BI-WEEKLY	2,376.92	2,496.00	2,620.62	2,751.69	2,889.23	3,033.69						
HOURLY	29.7115	31.2000	32.7577	34.3962	36.1154	37.9212						
			weeper Operato		4-4							
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	63,348.00	66,516.00	69,840.00	73,332.00	77,004.00	80,856.00						
MONTHLY	5,279.00	5,543.00	5,820.00	6,111.00	6,417.00	6,738.00						
BI-WEEKLY	2,436.46	2,558.31	2,686.15	2,820.46	2,961.69	3,109.85						
HOURLY	30.4558	31.9788	33.5769	35.2558	37.0212	38.8731						
		46 Heavy Eq	uipment Opera	tor								
			Traffic Painter									
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	64,932.00	68,184.00	71,592.00	75,168.00	78,924.00	82,872.00						
MONTHLY	5,411.00	5,682.00	5,966.00	6,264.00	6,577.00	6,906.00						
BI-WEEKLY	2,497.38	2,622.46	2,753.54	2,891.08	3,035.54	3,187.38						
HOURLY	31.2173	32.7808	34.4192	36.1385	37.9442	39.8423						
		47 Equips	mant Maahania									
			nent Mechanic ics Technician									
		•	enance Painter									
	47 9		g Maintenance	Worker								
			sit Mechanic									
	47	Transit Parts/S	Storeroom Coo	rdinator								
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	66,552.00	69,876.00	73,368.00	77,040.00	80,892.00	84,936.00						
MONTHLY	5,546.00	5,823.00	6,114.00	6,420.00	6,741.00	7,078.00						
BI-WEEKLY	2,559.69	2,687.54	2,821.85	2,963.08	3,111.23	3,266.77						
HOURLY	31.9962	33.5942	35.2731	37.0385	38.8904	40.8346						
	48 Custodian-Lead											
	4		ervices Techni	cian								
			ources Techni									
			r Accountant									
	48	Property and	Evidence Tech	nician								
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	68,220.00	71,628.00	75,204.00	78,960.00	82,908.00	87,048.00						
MONTHLY	5,685.00	5,969.00	6,267.00	6,580.00	6,909.00	7,254.00						
BI-WEEKLY	2,623.85	2,754.92	2,892.46	3,036.92	3,188.77	3,348.00						
HOURLY	32.7981	34.4365	36.1558	37.9615	39.8596	41.8500						

49 Administrative Analyst I 49 Community Services Counselor

49 Program Coordinator 49 Recreation Supervisor

49 Recreation Supervisor												
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	69,924.00	73,416.00	77,088.00	80,940.00	84,984.00	89,232.00						
MONTHLY	5,827.00	6,118.00	6,424.00	6,745.00	7,082.00	7,436.00						
BI-WEEKLY	2,689.38	2,823.69	2,964.92	3,113.08	3,268.62	3,432.00						
HOURLY	33.6173	35.2962	37.0615	38.9135	40.8577	42.9000						
50 Case Management Supervisor/Instructor 50 Transit Dispatcher/Operations Assistant												
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	71,676.00	75,264.00	79,032.00	82,980.00	87,132.00	91,488.00						
MONTHLY	5,973.00	6,272.00	6,586.00	6,915.00	7,261.00	7,624.00						
BI-WEEKLY	2,756.77	2,894.77	3,039.69	3,191.54	3,351.23	3,518.77						
HOURLY	34.4596	36.1846	37.9962	39.8942	41.8904	43.9846						
HOURLY	34.4390	30.1040	37.9902	39.0942	41.0904	43.9640						
		51 Electrical/S	Signal Technic	ian I								
	51 E	•	paredness Cod									
			ring Technicia									
	51 I		stant to Chief									
	=4		Building Inspec									
	51		chnology Coo									
	51 Lead Equipment Mechanic											
51 Lead Mechanic 51 Planning Assistant												
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	73,464.00	77,136.00	80,988.00	85,032.00	89,280.00	93,744.00						
MONTHLY	6,122.00	6,428.00	6,749.00	7,086.00	7,440.00	7,812.00						
BI-WEEKLY	2,825.54	2,966.77	3,114.92	3,270.46	3,433.85	3,605.54						
HOURLY	35.3192	37.0846	38.9365	40.8808	42.9231	45.0692						
52 Payroll Specialist												
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	75,300.00	79,068.00	83,016.00	87,168.00	91,524.00	96,096.00						
MONTHLY	6,275.00	6,589.00	6,918.00	7,264.00	7,627.00	8,008.00						
BI-WEEKLY	2,896.15	3,041.08	3,192.92	3,352.62	3,520.15	3,696.00						
HOURLY	36.2019	38.0135	39.9115	41.9077	44.0019	46.2000						
		53 Code Enf	orcement Offic	er								
		53 FCC Educ	ation Coordina	itor								
		53 Park Ma	intenance Lea	d								
			Vorks Inspecto	or								
			c Works Lead									
OTED			ns Training Co		454	***						
STEP	*1*	*2*	*3*	*4*	*5*	*6*						
ANNUAL	77,184.00	81,048.00	85,104.00	89,364.00	93,828.00	98,520.00						
MONTHLY	6,432.00	6,754.00	7,092.00	7,447.00	7,819.00	8,210.00						
BI-WEEKLY	2,968.62	3,117.23	3,273.23	3,437.08	3,608.77	3,789.23						

38.9654

40.9154

42.9635

45.1096

47.3654

37.1077

HOURLY

54 Administrative Analyst II54 Building Maintenance Lead54 Forensic Technician

54 Transit Marketing Coordinator

54 Transit Marketing Coordinator								
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	79,128.00	83,088.00	87,240.00	91,608.00	96,192.00	101,004.00		
MONTHLY	6,594.00	6,924.00	7,270.00	7,634.00	8,016.00	8,417.00		
BI-WEEKLY	3,043.38	3,195.69	3,355.38	3,523.38	3,699.69	3,884.77		
HOURLY	38.0423	39.9462	41.9423	44.0423	46.2462	48.5596		
		55 Cri	me Analyst					
		55 Electrical/S	Signal Technic	ian II				
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	81,108.00	85,164.00	89,424.00	93,900.00	98,592.00	103,524.00		
MONTHLY	6,759.00	7,097.00	7,452.00	7,825.00	8,216.00	8,627.00		
BI-WEEKLY	3,119.54	3,275.54	3,439.38	3,611.54	3,792.00	3,981.69		
HOURLY	38.9942	40.9442	42.9923	45.1442	47.4000	49.7712		
		56 Administr	ative Coordina	itor				
		56 Assis	tant Engineer					
		56 FCC Prog	gram Coordina	tor				
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	83,124.00	87,276.00	91,644.00	96,228.00	101,040.00	106,092.00		
MONTHLY	6,927.00	7,273.00	7,637.00	8,019.00	8,420.00	8,841.00		
BI-WEEKLY	3,197.08	3,356.77	3,524.77	3,701.08	3,886.15	4,080.46		
HOURLY	39.9635	41.9596	44.0596	46.2635	48.5769	51.0058		
HOUNLI	39.9033	41.9390	44.0390	40.2033	40.3709	31.0030		
57 Communications Liaison Officer								
		57 Senio	r Accountant					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	85,212.00	89,472.00	93,948.00	98,640.00	103,572.00	108,756.00		
MONTHLY	7,101.00	7,456.00	7,829.00	8,220.00	8,631.00	9,063.00		
BI-WEEKLY	3,277.38	3,441.23	3,613.38	3,793.85	3,983.54	4,182.92		
				47.4231	49.7942			
HOURLY	40.9673	43.0154	45.1673	47.4231	49.7942	52.2865		
			ciate Planner					
			cement Super					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	87,348.00	91,716.00	96,300.00	101,112.00	106,164.00	111,468.00		
MONTHLY	7,279.00	7,643.00	8,025.00	8,426.00	8,847.00	9,289.00		
BI-WEEKLY	3,359.54	3,527.54		3,888.92	4,083.23	4,287.23		
HOURLY	41.9942	44.0942	46.2981	48.6115	51.0404	53.5904		
OTED	59 Adn *1*	ninistrative Su *2*	pport Services *3*	Supervisor *4*	*5*	*6*		
STEP	•	_	•	•	-	-		
ANNUAL	89,532.00	94,008.00	98,712.00	103,644.00	108,828.00	114,264.00		
MONTHLY	7,461.00	7,834.00	8,226.00	8,637.00	9,069.00	9,522.00		
BI-WEEKLY	3,443.54	3,615.69	3,796.62	3,986.31	4,185.69	4,394.77		
HOURLY	43.0442	45.1962	47.4577	49.8288	52.3212	54.9346		
			60					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	91,764.00	96,348.00	101,160.00	106,224.00	111,540.00	117,120.00		
MONTHLY	7,647.00	8,029.00	8,430.00	8,852.00	9,295.00	9,760.00		
BI-WEEKLY	3,529.38	3,705.69	3,890.77	4,085.54	4,290.00	4,504.62		
	5,525.50	3,703.08	5,080.11	7,000.04	٦,∠٥∪.∪∪	7,004.02		

HOURLY 44.1173 46.3212 48.6346 51.0692 53.6250 56.3077

61 Administrative Analyst III 61 Associate Engineer

61 Information Technology Systems Analyst - Transit 61 Transit Planning and Scheduling Analyst

61 Transit Planning and Scheduling Analyst								
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	94,056.00	98,760.00	103,704.00	108,888.00	114,336.00	120,048.00		
MONTHLY	7,838.00	8,230.00	8,642.00	9,074.00	9,528.00	10,004.00		
BI-WEEKLY	3,617.54	3,798.46	3,988.62	4,188.00	4,397.54	4,617.23		
HOURLY	45.2192	47.4808	49.8577	52.3500	54.9692	57.7154		
	62	Information To	echnology Sup	ervisor				
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	96,408.00	101,232.00	106,296.00	111,612.00	117,192.00	123,048.00		
MONTHLY	8,034.00	8,436.00	8,858.00	9,301.00	9,766.00	10,254.00		
BI-WEEKLY	3,708.00	3,893.54	4,088.31	4,292.77	4,507.38	4,732.62		
HOURLY	46.3500	48.6692	51.1038	53.6596	56.3423	59.1577		
			63					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	98,820.00	103,764.00	108,948.00	114,396.00	120,120.00	126,132.00		
MONTHLY	8,235.00	8,647.00	9,079.00	9,533.00	10,010.00	10,511.00		
BI-WEEKLY	3,800.77	3,990.92	4,190.31	4,399.85	4,620.00	4,851.23		
HOURLY	47.5096	49.8865	52.3788	54.9981	57.7500	60.6404		
			64					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	101,292.00	106,356.00	111,672.00	117,252.00	123,120.00	129,276.00		
MONTHLY	8,441.00	8,863.00	9,306.00	9,771.00	10,260.00	10,773.00		
BI-WEEKLY	3,895.85	4,090.62	4,295.08	4,509.69	4,735.38	4,972.15		
HOURLY	48.6981	51.1327	53.6885	56.3712	59.1923	62.1519		
			65					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	103,824.00	109,020.00	114,468.00	120,192.00	126,204.00	132,516.00		
MONTHLY	8,652.00	9,085.00	9,539.00	10,016.00	10,517.00	11,043.00		
BI-WEEKLY	3,993.23	4,193.08	4,402.62	4,622.77	4,854.00	5,096.77		
HOURLY	49.9154	52.4135	55.0327	57.7846	60.6750	63.7096		
OTED	*4*		/il Engineer	* 4 *	* - *	***		
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	106,416.00	111,732.00	117,324.00	123,192.00	129,348.00	135,816.00		
MONTHLY	8,868.00	9,311.00	9,777.00	10,266.00	10,779.00	11,318.00		
BI-WEEKLY	4,092.92	4,297.38	4,512.46	4,738.15	4,974.92	5,223.69		
HOURLY	51.1615	53.7173	56.4058	59.2269	62.1865	65.2962		
			67					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	109,080.00	114,540.00	120,264.00	126,276.00	132,588.00	139,212.00		
MONTHLY	9,090.00	9,545.00	10,022.00	10,523.00	11,049.00	11,601.00		
BI-WEEKLY	4,195.38	4,405.38	4,625.54	4,856.77	5,099.54	5,354.31		
HOURLY	4, 195.36 52.4423	4,405.36 55.0673	4,023.34 57.8192	60.7096	63.7442	66.9288		
HOURLI	52.4423	55.0073	51.0192	00.7090	03.7442	00.9200		

90	Bus	Operator
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		90 Du:	s Operator			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	59,424.00	62,400.00	65,520.00	68,796.00	72,240.00	75,852.00
MONTHLY	4,952.00	5,200.00	5,460.00	5,733.00	6,020.00	6,321.00
BI-WEEKLY	2,285.54	2400.00	2520.00	2,646.00	2,778.46	2,917.38
HOURLY	28.5692	30.0000	31.5000	33.0750	34.7308	36.4673
	0.000	00.000	0.1.000	00.0.00	· • • • • • • • • • • • • • • • • •	000.0
Specialty - 5%	247.60	260.00	273.00	286.65	301.00	316.05
			104			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,600.00	66,780.00	70,116.00	73,620.00	77,304.00	81,168.00
MONTHLY	5,300.00	5,565.00	5,843.00	6,135.00	6,442.00	6,764.00
BI-WEEKLY	2,446.15	2,568.46	2,696.77	2,831.54	2,973.23	3,121.85
HOURLY	30.5769	32.1058	33.7096	35.3942	37.1654	39.0231
Lgy Bonus 20	132.50	139.13	146.08	153.38	161.05	169.10
Lgy Bonus 25	265.00	278.25	292.15	306.75	322.10	338.20
Lgy Bonus 30	397.50	417.38	438.23	460.13	483.15	507.30
			105			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	65,184.00	68,448.00	71,868.00	75,456.00	79,224.00	83,184.00
MONTHLY	5,432.00	5,704.00	5,989.00	6,288.00	6,602.00	6,932.00
BI-WEEKLY	2,507.08	2632.62	2764.15	2902.15	3047.08	3199.38
HOURLY	31.3385	32.9077	34.5519	36.2769	38.0885	39.9923
HOOKET	31.3303	32.9011	34.3319	30.2709	30.0003	39.9923
Lgy Bonus 20	135.80	142.60	149.73	157.20	165.05	173.30
Lgy Bonus 25	271.60	285.20	299.45	314.40	330.10	346.60
Lgy Bonus 30	407.40	427.80	449.18	471.60	495.15	519.90
			400			
OTER	* 4 *	***	106	* 4 *	+-+	***
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	66,816.00	70,152.00	73,656.00	77,340.00	81,204.00	85,260.00
MONTHLY	5,568.00	5,846.00	6,138.00	6,445.00	6,767.00	7,105.00
BI-WEEKLY	2,569.85	2,698.15	2,832.92	2,974.62	3,123.23	3,279.23
HOURLY	32.1231	33.7269	35.4115	37.1827	39.0404	40.9904
Lgy Bonus 20	139.20	146.15	153.45	161.13	169.18	177.63
Lgy Bonus 25	278.40	292.30	306.90	322.25	338.35	355.25
Lgy Bonus 30	417.60	438.45	460.35	483.38	507.53	532.88
Lgy Borido oo		100.10	100.00	100.00	337.33	002.00
			107			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,496.00	71,916.00	75,516.00	79,296.00	83,256.00	87,420.00
MONTHLY	5,708.00	5,993.00	6,293.00	6,608.00	6,938.00	7,285.00
BI-WEEKLY	2,634.46	2,766.00	2,904.46	3,049.85	3,202.15	3,362.31
HOURLY	32.9308	34.5750	36.3058	38.1231	40.0269	42.0288
Lgy Bonus 20	142.70	149.83	157.33	165.20	173.45	182.13
Lgy Bonus 25	285.40	299.65	314.65	330.40	346.90	364.25
Lgy Bonus 30	428.10	299.05 449.48	314.03 471.98	495.60	546.90 520.35	546.38
Lgy Donus 30	420.10	443.40	47 1.90	493.00	520.55	540.30

108 Economic Development Analyst

			Development A			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	70,200.00	73,716.00	77,400.00	81,276.00	85,344.00	89,616.00
MONTHLY	5,850.00	6,143.00	6,450.00	6,773.00	7,112.00	7,468.00
BI-WEEKLY	2,700.00	2,835.23	2,976.92	3,126.00	3,282.46	3,446.77
HOURLY	33.7500	35.4404	37.2115	39.0750	41.0308	43.0846
Lgy Bonus 20	146.25	153.58	161.25	169.33	177.80	186.70
Lgy Bonus 25	292.50	307.15	322.50	338.65	355.60	373.40
Lgy Bonus 30	438.75	460.73	483.75	507.98	533.40	560.10
3,						
			109			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	71,964.00	75,564.00	79,344.00	83,316.00	87,480.00	91,860.00
MONTHLY	5,997.00	6,297.00	6,612.00	6,943.00	7,290.00	7,655.00
BI-WEEKLY	2,767.85	2,906.31	3,051.69	3,204.46	3,364.62	3,533.08
HOURLY	34.5981	36.3288	38.1462	40.0558	42.0577	44.1635
Lgy Bonus 20	149.93	157.43	165.30	173.58	182.25	191.38
Lgy Bonus 25	299.85	314.85	330.60	347.15	364.50	382.75
Lgy Bonus 30	449.78	472.28	495.90	520.73	546.75	574.13
			110			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	73,752.00	77,436.00	81,312.00	85,380.00	89,652.00	94,140.00
MONTHLY	6,146.00	6,453.00	6,776.00	7,115.00	7,471.00	7,845.00
BI-WEEKLY	2,836.62	2,978.31	3,127.38	3,283.85	3,448.15	3,620.77
HOURLY	35.4577	37.2288	39.0923	41.0481	43.1019	45.2596
Lgy Bonus 20	153.65	161.33	169.40	177.88	186.78	196.13
Lgy Bonus 25	307.30	322.65	338.80	355.75	373.55	392.25
Lgy Bonus 30	460.95	483.98	508.20	533.63	560.33	588.38
OTED	*4*	***	111	+4+	+-+	+0+
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	75,600.00	79,380.00	83,352.00	87,516.00	91,896.00	96,492.00
MONTHLY	6,300.00	6,615.00	6,946.00	7,293.00	7,658.00	8,041.00
BI-WEEKLY	2,907.69	3,053.08	3,205.85	3,366.00	3,534.46	3,711.23
HOURLY	36.3462	38.1635	40.0731	42.0750	44.1808	46.3904
Lay Popus 20	157.50	165.38	173.65	182.33	101 45	201.03
Lgy Bonus 20					191.45	
Lgy Bonus 25	315.00	330.75	347.30	364.65	382.90	402.05
Lgy Bonus 30	472.50	496.13	520.95	546.98	574.35	603.08
			112			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,508.00	81,384.00	85,452.00	89,724.00	94,212.00	98,928.00
MONTHLY	6,459.00	6,782.00	7,121.00	7,477.00	7,851.00	8,244.00
BI-WEEKLY	2,981.08	3,130.15	3,286.62	3,450.92	3,623.54	3,804.92
HOURLY	37.2635	39.1269	41.0827	43.1365	45.2942	47.5615
HOUNLI	37.2033	JJ. 12UJ	71.0021	40.1000	70.2342	47.5015
Lgy Bonus 20	161.48	169.55	178.03	186.93	196.28	206.10
Lgy Bonus 25	322.95	339.10	356.05	373.85	392.55	412.20
Lgy Bonus 30	484.43	508.65	534.08	560.78	588.83	618.30
-g, Donas 00	104.40	500.00	304.00	300.70	000.00	310.00

			113			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,452.00	83,424.00	87,600.00	91,980.00	96,576.00	101,400.00
MONTHLY	6,621.00	6,952.00	7,300.00	7,665.00	8,048.00	8,450.00
BI-WEEKLY	3,055.85	3,208.62	3,369.23	3,537.69	3,714.46	3,900.00
HOURLY	38.1981	40.1077	42.1154	44.2212	46.4308	48.7500
Lgy Bonus 20	165.53	173.80	182.50	191.63	201.20	211.25
Lgy Bonus 25	331.05	347.60	365.00	383.25	402.40	422.50
Lgy Bonus 30	496.58	521.40	547.50	574.88	603.60	633.75
			114			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,432.00	85,500.00	89,772.00	94,260.00	98,976.00	103,920.00
MONTHLY	6,786.00	7,125.00	7,481.00	7,855.00	8,248.00	8,660.00
BI-WEEKLY	3,132.00	3,288.46	3,452.77	3,625.38	3,806.77	3,996.92
HOURLY	39.1500	41.1058	43.1596	45.3173	47.5846	49.9615
Lgy Bonus 20	169.65	178.13	187.03	196.38	206.20	216.50
Lgy Bonus 25	339.30	356.25	374.05	392.75	412.40	433.00
Lgy Bonus 30	508.95	534.38	561.08	589.13	618.60	649.50
	115 Depu	ity City Clerk/R	ecords Manag	ement Officer		
	•		City Treasure			
			esources Anal			
		115 Risk Mar	nagement Anal	yst		
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,472.00	87,648.00	92,028.00	96,624.00	101,460.00	106,536.00
MONTHLY	6,956.00	7,304.00	7,669.00	8,052.00	8,455.00	8,878.00
BI-WEEKLY	3,210.46	3,371.08	3,539.54	3,716.31	3,902.31	4,097.54
HOURLY	40.1308	42.1385	44.2442	46.4538	48.7788	51.2192
Lgy Bonus 20	173.90	182.60	191.73	201.30	211.38	221.95
Lgy Bonus 25	347.80	365.20	383.45	402.60	422.75	443.90
Lgy Bonus 30	521.70	547.80	575.18	603.90	634.13	665.85
			116			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	85,548.00	89,820.00	94,308.00	99,024.00	103,980.00	109,176.00
MONTHLY	7,129.00	7,485.00	7,859.00	8,252.00	8,665.00	9,098.00
BI-WEEKLY	3,290.31	3,454.62	3,627.23	3,808.62	3,999.23	4,199.08
HOURLY	41.1288	43.1827	45.3404	47.6077	49.9904	52.4885
Lgy Bonus 20	178.23	187.13	196.48	206.30	216.63	227.45
Lgy Bonus 25	356.45	374.25	392.95	412.60	433.25	454.90
Lgy Bonus 30	534.68	561.38	589.43	618.90	649.88	682.35

STEP	117 7	Fransportation	Operations S	upervisor *4*	*5*	*6*					
ANNUAL	87,684.00	92,064.00	96,672.00	101,508.00	106,584.00	111,912.00					
MONTHLY	7,307.00	7,672.00	8,056.00	8,459.00	8,882.00	9,326.00					
BI-WEEKLY	3,372.46	3,540.92	3,718.15	3,904.15	4,099.38	4,304.31					
HOURLY	42.1558	44.2615	46.4769	48.8019	51.2423	53.8038					
HOUNET	42.1330	44.2013	40.4709	40.0019	31.2423	33.0030					
Lgy Bonus 20	182.68	191.80	201.40	211.48	222.05	233.15					
Lgy Bonus 25	365.35	383.60	402.80	422.95	444.10	466.30					
Lgy Bonus 30	548.03	575.40	604.20	634.43	666.15	699.45					
118 Administrative Management Analyst I											
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	89,880.00	94,380.00	99,096.00	104,052.00	109,260.00	114,720.00					
MONTHLY	7,490.00	7,865.00	8,258.00	8,671.00	9,105.00	9,560.00					
BI-WEEKLY	3,456.92	3,630.00	3,811.38	4,002.00	4,202.31	4,412.31					
HOURLY	43.2115	45.3750	47.6423	50.0250	52.5288	55.1538					
Lgy Bonus 20	187.25	196.63	206.45	216.78	227.63	239.00					
Lgy Bonus 25	374.50	393.25	412.90	433.55	455.25	478.00					
Lgy Bonus 30	561.75	589.88	619.35	650.33	682.88	717.00					
		119 Accounta	nt/Cost Accou	ntant							
			tenance Super								
	11	9 Transit Adm	inistrative Sup	ervisor							
		ransit Trainin	g and Safety S	upervisor							
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	92,124.00	96,732.00	101,568.00	106,644.00	111,972.00	117,576.00					
MONTHLY	7,677.00	8,061.00	8,464.00	8,887.00	9,331.00	9,798.00					
BI-WEEKLY	3,543.23	3,720.46	3,906.46	4,101.69	4,306.62	4,522.15					
HOURLY	44.2904	46.5058	48.8308	51.2712	53.8327	56.5269					
Lgy Bonus 20	191.93	201.53	211.60	222.18	233.28	244.95					
Lgy Bonus 25	383.85	403.05	423.20	444.35	466.55	489.90					
Lgy Bonus 30	575.78	604.58	634.80	666.53	699.83	734.85					
3,											
	120		Management e Office Assist								
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	=	99,168.00	•		-	-					
	94,440.00	•	104,124.00	109,332.00	114,804.00	120,540.00					
MONTHLY	7,870.00	8,264.00	8,677.00	9,111.00	9,567.00	10,045.00					
BI-WEEKLY	3,632.31	3,814.15	4,004.77	4,205.08	4,415.54	4,636.15					
HOURLY	45.4038	47.6769	50.0596	52.5635	55.1942	57.9519					
Lgy Bonus 20	196.75	206.60	216.93	227.78	239.18	251.13					
Lgy Bonus 25	393.50	413.20	433.85	455.55	478.35	502.25					
Lgy Bonus 30	590.25	619.80	650.78	683.33	717.53	753.38					

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121											
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	96,792.00	101,628.00	106,704.00	112,044.00	117,648.00	123,528.00					
MONTHLY	8,066.00	8,469.00	8,892.00	9,337.00	9,804.00	10,294.00					
BI-WEEKLY	3,722.77	3,908.77	4,104.00	4,309.38	4,524.92	4,751.08					
HOURLY	46.5346	48.8596	51.3000	53.8673	56.5615	59.3885					
Lgy Bonus 20	201.65	211.73	222.30	233.43	245.10	257.35					
Lgy Bonus 25	403.30	423.45	444.60	466.85	490.20	514.70					
Lgy Bonus 30	604.95	635.18	666.90	700.28	735.30	772.05					
122 Facilities Maintenance Supervisor											
122 Senior Human Resources Analyst											
122 Senior Planner											
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	99,216.00	104,172.00	109,380.00	114,852.00	120,600.00	126,636.00					
MONTHLY	8,268.00	8,681.00	9,115.00	9,571.00	10,050.00	10,553.00					
BI-WEEKLY	3,816.00	4,006.62	4,206.92	4,417.38	4,638.46	4,870.62					
HOURLY	47.7000	50.0827	52.5865	55.2173	57.9808	60.8827					
Lgy Bonus 20	206.70	217.03	227.88	239.28	251.25	263.83					
Lgy Bonus 25	413.40	434.05	455.75	478.55	502.50	527.65					
Lgy Bonus 30	620.10	651.08	683.63	717.83	753.75	791.48					
Egy Donad oo	020.10	001.00	000.00	717.00	700.70	701.10					
			123								
STEP	*1*	*2*	*3*	*4*	*5*	*6*					
ANNUAL	101,700.00	106,788.00	112,128.00	117,732.00	123,624.00	129,804.00					
MONTHLY	8,475.00	8,899.00	9,344.00	9,811.00	10,302.00	10,817.00					
BI-WEEKLY	3,911.54	4,107.23	4,312.62	4,528.15	4,754.77	4,992.46					
HOURLY	48.8942	51.3404	53.9077	56.6019	59.4346	62.4058					
Lgy Bonus 20	211.88	222.48	233.60	245.28	257.55	270.43					
Lgy Bonus 25	423.75	444.95	467.20	490.55	515.10	540.85					
Lgy Bonus 30	635.63	667.43	700.80	735.83	772.65	811.28					
	124	Assistant Tran	•	•							
	40.		ministrative Ar								
CTED	124 *1*	4 Transit Traini *2*	ng and Safety	wanager *4*	*5*	*6*					
STEP	=		-		_						
ANNUAL MONTHLY	104,244.00	109,452.00 9,121.00	114,924.00	120,672.00 10,056.00	126,708.00	133,044.00					
BI-WEEKLY	8,687.00	•	9,577.00	4,641.23	10,559.00 4,873.38	11,087.00					
	4,009.38 50.1173	4,209.69	4,420.15 55.2510	•	60.9173	5,117.08					
HOURLY	50.1173	52.6212	55.2519	58.0154	00.9173	63.9635					
Lgy Bonus 20	217.18	228.03	239.43	251.40	263.98	277.18					
Lgy Bonus 25	434.35	456.05	478.85	502.80	527.95	554.35					
Lgy Bonus 30	651.53	684.08	718.28	754.20	791.93	831.53					

125	Dub	ic Inf	ormatio	n Officer
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STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	106,848.00	112,188.00	117,792.00	123,684.00	129,864.00	136,356.00
MONTHLY	8,904.00	9,349.00	9,816.00	10,307.00	10,822.00	11,363.00
BI-WEEKLY	4,109.54	4,314.92	4,530.46	4,757.08	4,994.77	5,244.46
HOURLY	51.3692	53.9365	56.6308	59.4635	62.4346	65.5558
Lgy Bonus 20	222.60	233.73	245.40	257.68	270.55	284.08
Lgy Bonus 25	445.20	467.45	490.80	515.35	541.10	568.15
Lgy Bonus 30	667.80	701.18	736.20	773.03	811.65	852.23

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	109,524.00	114,996.00	120,744.00	126,780.00	133,116.00	139,776.00
MONTHLY	9,127.00	9,583.00	10,062.00	10,565.00	11,093.00	11,648.00
BI-WEEKLY	4,212.46	4,422.92	4,644.00	4,876.15	5,119.85	5,376.00
HOURLY	52.6558	55.2865	58.0500	60.9519	63.9981	67.2000
Lgy Bonus 20	228.18	239.58	251.55	264.13	277.33	291.20
Lgy Bonus 25	456.35	479.15	503.10	528.25	554.65	582.40
Lgy Bonus 30	684.53	718.73	754.65	792.38	831.98	873.60
			127			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	112,260.00	117,876.00	123,768.00	129,960.00	136,464.00	143,292.00
MONTHLY	9,355.00	9,823.00	10,314.00	10,830.00	11,372.00	11,941.00
BI-WEEKLY	4,317.69	4,533.69	4,760.31	4,998.46	5,248.62	5,511.23
HOURLY	53.9712	56.6712	59.5038	62.4808	65.6077	68.8904
Lgy Bonus 20		0.45 50	057.05	070.75	004.00	200 52
LUV DUIIUS ZU	233.88	245.58	257.85	270.75	284.30	Z90.55
Lgy Bonus 25	233.88 467.75	245.58 491.15	257.85 515.70	270.75 541.50	284.30 568.60	298.53 597.05

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	115,068.00	120,816.00	126,852.00	133,200.00	139,860.00	146,856.00
MONTHLY	9,589.00	10,068.00	10,571.00	11,100.00	11,655.00	12,238.00
BI-WEEKLY	4,425.69	4,646.77	4,878.92	5,123.08	5,379.23	5,648.31
HOURLY	55.3212	58.0846	60.9865	64.0385	67.2404	70.6038
Lgy Bonus 20	239.73	251.70	264.28	277.50	291.38	305.95
Lgy Bonus 25	479.45	503.40	528.55	555.00	582.75	611.90
Lgy Bonus 30	719.18	755.10	792.83	832.50	874.13	917.85

129	
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STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	117,948.00	123,840.00	130,032.00	136,536.00	143,364.00	150,528.00
MONTHLY	9,829.00	10,320.00	10,836.00	11,378.00	11,947.00	12,544.00
BI-WEEKLY	4,536.46	4,763.08	5,001.23	5,251.38	5,514.00	5,789.54
HOURLY	56.7058	59.5385	62.5154	65.6423	68.9250	72.3692
HOOKET	00.7000	00.0000	02.0104	00.0420	00.0200	72.0002
Lgy Bonus 20	245.73	258.00	270.90	284.45	298.68	313.60
Lgy Bonus 25	491.45	516.00	541.80	568.90	597.35	627.20
Lgy Bonus 30	737.18	774.00	812.70	853.35	896.03	940.80
	_		ng/Finance Mar	_		
		30 Information		-		
		30 Park Mainter 30 Recreation F				
		80 Recreation F				
		0 Street Mainte	_	-		
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	120,888.00	126,936.00	133,284.00	139,944.00	146,940.00	154,284.00
MONTHLY	10,074.00	10,578.00	11,107.00	11,662.00	12,245.00	12,857.00
BI-WEEKLY	4,649.54	4,882.15	5,126.31	5,382.46	5,651.54	5,934.00
HOURLY	58.1192	61.0269	64.0788	67.2808	70.6442	74.1750
Lgy Bonus 20	251.85	264.45	277.68	291.55	306.13	321.43
Lgy Bonus 25	503.70	528.90	555.35	583.10	612.25	642.85
Lgy Bonus 30	755.55	793.35	833.03	874.65	918.38	964.28
		424 Dlan (Shook Engines	_		
			Check Enginee perations Man			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	123,912.00	130,104.00	136,608.00	143,436.00	150,612.00	158,148.00
MONTHLY	10,326.00	10,842.00	11,384.00	11,953.00	12,551.00	13,179.00
BI-WEEKLY	4,765.85	5,004.00	5,254.15	5,516.77	5,792.77	6,082.62
HOURLY	59.5731	62.5500	65.6769	68.9596	72.4096	76.0327
	00.0.0.	02.0000	00.0.00	00.000		. 0.002.
Lgy Bonus 20	258.15	271.05	284.60	298.83	313.78	329.48
Lgy Bonus 25	516.30	542.10	569.20	597.65	627.55	658.95
Lgy Bonus 30	774.45	813.15	853.80	896.48	941.33	988.43
		400 F00 TI		11		
STEP	*1*	132 FGG 1n *2*	nerapist/Traine *3*	r II *4*	*5*	*6*
ANNUAL	127,008.00	133,356.00	140,028.00	147,024.00	154,380.00	162,096.00
MONTHLY	10,584.00	11,113.00	11,669.00	12,252.00	12,865.00	13,508.00
BI-WEEKLY	4,884.92	5,129.08	5,385.69	5,654.77	5,937.69	6,234.46
HOURLY	61.0615	64.1135	67.3212	70.6846	74.2212	77.9308
HOUNLI	01.0013	04.1133	07.3212	70.0040	14.2212	11.8300
Lgy Bonus 20	264.60	277.83	291.73	306.30	321.63	337.70
Lgy Bonus 25	529.20	555.65	583.45	612.60	643.25	675.40
Lgy Bonus 30	793.80	833.48	875.18	918.90	964.88	1013.10
-						

133 Human Resources Manager 133 Public Works Superintendent

			orks Superinter			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	130,176.00	136,680.00	143,520.00	150,696.00	158,232.00	166,140.00
					13,186.00	
MONTHLY	10,848.00	11,390.00	11,960.00	12,558.00	,	13,845.00
BI-WEEKLY	5,006.77	5,256.92	5,520.00	5,796.00	6,085.85	6,390.00
HOURLY	62.5846	65.7115	69.0000	72.4500	76.0731	79.8750
Lgy Bonus 20	271.20	284.75	299.00	313.95	329.65	346.13
Lgy Bonus 25	542.40	569.50	598.00	627.90	659.30	692.25
Lgy Bonus 30	813.60	854.25	897.00	941.85	988.95	1038.38
		134 Assistant	to the City Mar	nager		
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	133,440.00	140,112.00	147,120.00	154,476.00	162,204.00	170,316.00
MONTHLY						
	11,120.00	11,676.00	12,260.00	12,873.00	13,517.00	14,193.00
BI-WEEKLY	5,132.31	5,388.92	5,658.46	5,941.38	6,238.62	6,550.62
HOURLY	64.1538	67.3615	70.7308	74.2673	77.9827	81.8827
Lgy Bonus 20	278.00	291.90	306.50	321.83	337.93	354.83
Lgy Bonus 25	556.00	583.80	613.00	643.65	675.85	709.65
Lgy Bonus 30	834.00	875.70	919.50	965.48	1013.78	1064.48
			135			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	136,764.00	143,604.00	150,780.00	158,316.00	166,236.00	174,552.00
MONTHLY	11,397.00	11,967.00	12,565.00	13,193.00	13,853.00	14,546.00
BI-WEEKLY	5,260.15	5,523.23	5,799.23	6,089.08	6,393.69	6,713.54
HOURLY	65.7519	69.0404	72.4904	76.1135	79.9212	83.9192
Lgy Bonus 20	284.93	299.18	314.13	329.83	346.33	363.65
Lgy Bonus 25	569.85	598.35	628.25	659.65	692.65	727.30
Lgy Bonus 30	854.78	897.53	942.38	989.48	1038.98	1090.95
Egy Donas oo	004.70	007.00	0-1 2 .00	000.40	1000.00	1000.00
			136			
OTED	*1*	+0+	*3*	+4+	*5*	+0+
STEP	· ·	*2*	-	*4*	-	*6*
ANNUAL	140,184.00	147,192.00	154,548.00	162,276.00	170,388.00	178,908.00
MONTHLY	11,682.00	12,266.00	12,879.00	13,523.00	14,199.00	14,909.00
BI-WEEKLY	5,391.69	5,661.23	5,944.15	6,241.38	6,553.38	6,881.08
HOURLY	67.3962	70.7654	74.3019	78.0173	81.9173	86.0135
HOOKET	07.0002	70.7004	74.0010	70.0170	01.0170	00.0100
Levi Damus 20	202.05	200.05	224.00	220.00	254.00	270.72
Lgy Bonus 20	292.05	306.65	321.98	338.08	354.98	372.73
Lgy Bonus 25	584.10	613.30	643.95	676.15	709.95	745.45
Lgy Bonus 30	876.15	919.95	965.93	1014.23	1064.93	1118.18
			137			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
		-	-	=	-	183,408.00
ANNUAL	143,700.00	150,888.00	158,436.00	166,356.00	174,672.00	
MONTHLY	11,975.00	12,574.00	13,203.00	13,863.00	14,556.00	15,284.00
BI-WEEKLY	5,526.92	5,803.38	6,093.69	6,398.31	6,718.15	7,054.15
HOURLY	69.0865	72.5423	76.1712	79.9788	83.9769	88.1769
Lgy Bonus 20	299.38	314.35	330.08	346.58	363.90	382.10
Lgy Bonus 25	598.75	628.70	660.15	693.15	727.80	764.20
Lgy Bonus 30	898.13	943.05	990.23	1039.73	1091.70	1146.30

138 Chief Fiscal Officer 138 Principal Civil Engineer 138 Transit Administrative Officer 138 Transit Operations Officer

			operations Om					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	147,288.00	154,656.00	162,384.00	170,508.00	179,028.00	187,980.00		
MONTHLY	12,274.00	12,888.00	13,532.00	14,209.00	14,919.00	15,665.00		
BI-WEEKLY	5,664.92	5,948.31	6,245.54	6,558.00	6,885.69	7,230.00		
HOURLY	70.8115	74.3538	78.0692	81.9750	86.0712	90.3750		
11001121	70.0110	7 1.0000	70.0002	01.0700	00.07 12	00.0700		
Lgy Bonus 20	306.85	322.20	338.30	355.23	372.98	391.63		
• •			676.60					
Lgy Bonus 25	613.70	644.40		710.45	745.95	783.25		
Lgy Bonus 30	920.55	966.60	1014.90	1065.68	1118.93	1174.88		
			139					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	150,972.00	158,520.00	166,452.00	174,780.00	183,516.00	192,696.00		
MONTHLY	12,581.00	13,210.00	13,871.00	14,565.00	15,293.00	16,058.00		
BI-WEEKLY	5,806.62	6,096.92	6,402.00	6,722.31	7,058.31	7,411.38		
HOURLY	72.5827	76.2115	80.0250	84.0288	88.2288	92.6423		
Lgy Bonus 20	314.53	330.25	346.78	364.13	382.33	401.45		
Lgy Bonus 25	629.05	660.50	693.55	728.25	764.65	802.90		
Lgy Bonus 30	943.58	990.75	1040.33	1092.38	1146.98	1204.35		
<u> </u>								
			140					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	154,740.00	162,480.00	170,604.00	179,136.00	188,088.00	197,496.00		
MONTHLY	12,895.00	13,540.00	14,217.00	14,928.00	15,674.00	16,458.00		
BI-WEEKLY	5,951.54	6,249.23	6,561.69	6,889.85	7,234.15	7,596.00		
HOURLY	74.3942	78.1154	82.0212	86.1231	90.4269	94.9500		
HOUNET	74.5942	70.1134	02.0212	00.1231	90.4209	94.9300		
Lgy Bonus 20	322.38	338.50	355.43	373.20	391.85	411.45		
Lgy Bonus 25	644.75	677.00	710.85	746.40	783.70	822.90		
Lgy Bonus 30	967.13	1015.50	1066.28	1119.60	1175.55	1234.35		
141 Assistant Director of Transportation								
			Vorks Director/					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	158,604.00	166,536.00	174,864.00	183,612.00	192,792.00	202,428.00		
MONTHLY	13,217.00	13,878.00	14,572.00	15,301.00	16,066.00	16,869.00		
BI-WEEKLY	6,100.15	6,405.23	6,725.54	7,062.00	7,415.08	7,785.69		
HOURLY	76.2519	80.0654	84.0692	88.2750	92.6885	97.3212		
Lgy Bonus 20	330.43	346.95	364.30	382.53	401.65	421.73		
Lgy Bonus 25	660.85	693.90	728.60	765.05	803.30	843.45		
	991.28	1040.85	1092.90	1147.58		1265.18		
Lgy Bonus 30	991.20	1040.00	1092.90	1147.38	1204.95	1200.18		

			142			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	162,576.00	170,700.00	179,232.00	188,196.00	197,604.00	207,480.00
MONTHLY	13,548.00	14,225.00	14,936.00	15,683.00	16,467.00	17,290.00
BI-WEEKLY HOURLY	6,252.92 78.1615	6,565.38 82.0673	6,893.54 86.1692	7,238.31 90.4788	7,600.15 95.0019	7,980.00 99.7500
HOURLY	76.1013	02.0073	00.1092	90.4700	95.0019	99.7500
Lgy Bonus 20	338.70	355.63	373.40	392.08	411.68	432.25
Lgy Bonus 25	677.40	711.25	746.80	784.15	823.35	864.50
Lgy Bonus 30	1016.10	1066.88	1120.20	1176.23	1235.03	1296.75
			143			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	166,644.00	174,972.00	183,720.00	192,912.00	202,560.00	212,688.00
MONTHLY	13,887.00	14,581.00	15,310.00	16,076.00	16,880.00	17,724.00
BI-WEEKLY	6,409.38	6,729.69	7,066.15	7,419.69	7,790.77	8,180.31
HOURLY	80.1173	84.1212	88.3269	92.7462	97.3846	102.2538
Lgy Bonus 20	347.18	364.53	382.75	401.90	422.00	443.10
Lgy Bonus 25	694.35	729.05	765.50	803.80	844.00	886.20
Lgy Bonus 30	1041.53	1093.58	1148.25	1205.70	1266.00	1329.30
			444			
STEP	*1*	*2*	144 *3*	*4*	*5*	*6*
ANNUAL	170,808.00	179,352.00	188,316.00	197,736.00	207,624.00	218,004.00
MONTHLY	14,234.00	14,946.00	15,693.00	16,478.00	17,302.00	18,167.00
BI-WEEKLY	6,569.54	6,898.15	7,242.92	7,605.23	7,985.54	8,384.77
HOURLY	82.1192	86.2269	90.5365	95.0654	99.8192	104.8096
Lgy Bonus 20	355.85	373.65	392.33	411.95	432.55	454.18
Lgy Bonus 25	711.70	747.30	784.65	823.90	865.10	908.35
Lgy Bonus 30	1067.55	1120.95	1176.98	1235.85	1297.65	1362.53
			4.45			
STEP	*1*	*2*	145 *3*	*4*	*5*	*6*
ANNUAL	175,080.00	183,840.00	193,032.00	202,680.00	212,820.00	223,464.00
MONTHLY	14,590.00	15,320.00	16,086.00	16,890.00	17,735.00	18,622.00
BI-WEEKLY	6,733.85	7,070.77	7,424.31	7,795.38	8,185.38	8,594.77
HOURLY	84.1731	88.3846	92.8038	97.4423	102.3173	107.4346
Lgy Bonus 20	364.75	383.00	402.15	422.25	443.38	465.55
Lgy Bonus 25	729.50	766.00	804.30	844.50	886.75	931.10
Lgy Bonus 30	1094.25	1149.00	1206.45	1266.75	1330.13	1396.65
			146			
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	179,460.00	188,436.00	197,856.00	207,744.00	218,136.00	229,044.00
MONTHLY	14,955.00	15,703.00	16,488.00	17,312.00	18,178.00	19,087.00
BI-WEEKLY	6,902.31	7,247.54	7,609.85	7,990.15	8,389.85	8,809.38
HOURLY	86.2788	90.5942	95.1231	99.8769	104.8731	110.1173
Lgy Bonus 20	373.88	392.58	412.20	432.80	454.45	477.18
Lgy Bonus 25	747.75	785.15	824.40	865.60	908.90	954.35
Lgy Bonus 30	1121.63	1177.73	1236.60	1298.40	1363.35	1431.53
= =						

147								
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	183,960.00	193,164.00	202,824.00	212,964.00	223,608.00	234,792.00		
MONTHLY	15,330.00	16,097.00	16,902.00	17,747.00	18,634.00	19,566.00		
BI-WEEKLY	7,075.38	7,429.38	7,800.92	8,190.92	8,600.31	9,030.46		
HOURLY	88.4423	92.8673	97.5115	102.3865	107.5038	112.8808		
Lgy Bonus 20	383.25	402.43	422.55	443.68	465.85	489.15		
Lgy Bonus 25	766.50	804.85	845.10	887.35	931.70	978.30		
Lgy Bonus 30	1149.75	1207.28	1267.65	1331.03	1397.55	1467.45		
			148					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	188,556.00	197,988.00	207,888.00	218,280.00	229,200.00	240,660.00		
MONTHLY	15,713.00	16,499.00	17,324.00	18,190.00	19,100.00	20,055.00		
BI-WEEKLY	7,252.15	7,614.92	7,995.69	8,395.38	8,815.38	9,256.15		
HOURLY	90.6519	95.1865	99.9462	104.9423	110.1923	115.7019		
Lgy Bonus 20	392.83	412.48	433.10	454.75	477.50	501.38		
Lgy Bonus 25	785.65	824.95	866.20	909.50	955.00	1002.75		
Lgy Bonus 30	1178.48	1237.43	1299.30	1364.25	1432.50	1504.13		
			149					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	193,272.00	202,932.00	213,084.00	223,740.00	234,924.00	246,672.00		
MONTHLY	16,106.00	16,911.00	17,757.00	18,645.00	19,577.00	20,556.00		
BI-WEEKLY	7,433.54	7,805.08	8,195.54	8,605.38	9,035.54	9,487.38		
HOURLY	92.9192	97.5635	102.4442	107.5673	112.9442	118.5923		
Lgy Bonus 20	402.65	422.78	443.93	466.13	489.43	513.90		
Lgy Bonus 25	805.30	845.55	887.85	932.25	978.85	1027.80		
Lgy Bonus 30	1207.95	1268.33	1331.78	1398.38	1468.28	1541.70		
	15	0 Joint Powers	Authority Acc	ountant				
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	156,000.00							
MONTHLY	13,000.00							
BI-WEEKLY	6,000.00							
HOURLY	75.0000							

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			200 P	once Trainee			
STEP		*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL		83,124.00	_	-	-	_	-
MONTHLY		6,927.00	_	-	-	_	-
BI-WEEKLY		3,197.08	-	-	-	_	_
HOURLY		39.9635	_	_	-	_	-
			201 P	olice Officer			
STEP		*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL		97,788.00	102,660.00	107,808.00	113,184.00	118,860.00	124,800.00
MONTHLY		8,149.00	8,555.00	8,984.00	9,432.00	9,905.00	10,400.00
BI-WEEKLY		3,761.08	3,948.46	4,146.46	4,353.23	4,571.54	4,800.00
HOURLY		47.0135	49.3558	51.8308	54.4154	57.1442	60.0000
11001121		11.0100	10.0000	01.0000	0	07.11.12	00.000
EDUCATIONAL INCE	NΤΙ\	/E 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
		.,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,01010	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
SPECIALIST		664.75	664.75	664.75	664.75	664.75	664.75
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		927.45	947.75	969.20	991.60	1,015.25	1,040.00
Lgy Bonus 26		1,334.90	1,375.50	1,418.40	1,463.20	1,510.50	1,560.00
57		,	,	,	,	,	,
			203 Pc	olice Sergeant			
STEP		*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL		126,528.00	132,864.00	139,488.00	146,472.00	153,804.00	161,496.00
MONTHLY		10,544.00	11,072.00	11,624.00	12,206.00	12,817.00	13,458.00
BI-WEEKLY		4,866.46	5,110.15	5,364.92	5,633.54	5,915.54	6,211.38
HOURLY		60.8308	63.8769	67.0615	70.4192	73.9442	77.6423
EDUCATIONAL INCE	NΤΙ\	/E 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		1,047.20	1,073.60	1,101.20	1,130.30	1,160.85	1,192.90
Lgy Bonus 26	\$	1,574.40	1,627.20	1,682.40	1,740.60	1,801.70	1,865.80
3, = = -	_	,	.,	.,	.,	.,	.,

227 Police Lieutenant								
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	162,720.00	170,856.00	179,400.00	188,376.00	197,796.00	207,684.00		
MONTHLY	13,560.00	14,238.00	14,950.00	15,698.00	16,483.00	17,307.00		
BI-WEEKLY	6,258.46	6,571.38	6,900.00	7,245.23	7,607.54	7,987.85		
HOURLY	78.2308	82.1423	86.2500	90.5654	95.0942	99.8481		
EDUCATIONAL INCEN	TIVE BONUS							
BA	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00		
CA POST Mgmt. Cert.	678.00	711.90	747.50	784.90	824.15	865.35		
5								
Lgy Bonus 20	678.00	711.90	747.50	784.90	824.15	865.35		
Lgy Bonus 26	1,356.00	1,423.80	1,495.00	1,569.80	1,648.30	1,730.70		
Mgmt Incentive Pay	1,288.20	1,352.61	1,420.25	1,491.31	1,565.89	1,644.17		
		231 Da	olice Captain					
STEP	*1*	*2*	*3*	*4*	*5*	*6*		
ANNUAL	193,476.00	203,148.00	213,300.00	223,968.00	235,164.00	246,924.00		
MONTHLY	16,123.00	16,929.00	17,775.00	18,664.00	19,597.00	20,577.00		
BI-WEEKLY	7,441.38	7,813.38	8,203.85	8,614.15	9,044.77	9,497.08		
HOURLY	93.0173	97.6673	102.5481	107.6769	113.0596	118.7135		
EDUCATIONAL INCEN	TIVE BONUS							
BA	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04		
CA POST Mgmt. Cert.	806.15	846.45	888.75	933.20	979.85	1,028.85		
•								
Lgy Bonus 20	806.15	846.45	888.75	933.20	979.85	1,028.85		
Lgy Bonus 26	1,612.30	1,692.90	1,777.50	1,866.40	1,959.70	2,057.70		
Mgmt Incentive Pay	1,531.69	1,608.26	1,688.63	1,773.08	1,861.72	1,954.82		
		232 Dani	ıty Police Chie	f				
STEP	*1*	202 Dope	ity i once once	_				
ANNUAL	259,272.00							
MONTHLY	21,606.00							
BI-WEEKLY	9,972.00							
HOURLY	124.6500							
EDUCATIONAL INCEN	TIVE BONUS							
BA	2,792.72							
	_,, , ,							
CA POST Mgmt. Cert.	1,080.30							
c	1,000.00							
Lgy Bonus 20	1,080.30							
Lgy Bonus 26	2,160.60							
Mgmt Incentive Pay	2,052.57							

	301	Mayor	
ŀ		*0*	

STEP	*6*		
STEP		*6*	
STEP			
ANNUAL 19,200.00 MONTHLY 1,600.00 BI-WEEKLY 738.46 HOURLY 9,2308 **TEP** 11*** 2*** 3*** 4**** 5** ANNUAL 12,000.00 MONTHLY 1,000.00 BI-WEEKLY 461.54 HOURLY 5,7692 **TEP** 11*** 12*** 13*** 14*** 15** ANNUAL 6,000.00 MONTHLY 500.00 BI-WEEKLY 230.77 HOURLY 2,8846 **TEP** 11*** 12*** 13*** 14*** 15** ANNUAL 300.00 MONTHLY 2,8846 **STEP** 11*** 12*** 13*** 14*** 15** ANNUAL 300.00 MONTHLY 2,8846 **STEP** 11*** 12*** 13*** 14*** 15** ANNUAL 300.00	*6*	*6*	
MONTHLY BI-WEEKLY HOURLY 9.2308 STEP	Ü	Ü	
BI-WEEKLY			
STEP			
STEP			
STEP			
MONTHLY 1,000.00 BI-WEEKLY 461.54 HOURLY 5.7692	*6*	*6*	
BI-WEEKLY			
Note			
STEP			
STEP			
ANNUAL 6,000.00 MONTHLY 500.00 BI-WEEKLY 230.77 HOURLY 2.8846			
MONTHLY 230.77 HOURLY 2.8846	*6*	*6*	
BI-WEEKLY 230.77 2.8846			
STEP			
STEP			
STEP			
ANNUAL 300.00			
MONTHLY	*6*	*6*	
BI-WEEKLY	-	-	
HOURLY	-	-	
306 Gardena Beautification Commissioner 306 Gardena Economic Business Advisory Commissioner 306 Human Services Commissioner 306 Recreation Commissioner 306 Rent Mediation Board Member 306 Senior Citizens Commissioner STEP	-	-	
306 Gardena Economic Business Advisory Commissioner 306 Human Services Commissioner 306 Recreation Commissioner 306 Rent Mediation Board Member 306 Senior Citizens Commissioner	-	-	
306 Recreation Commissioner 306 Rent Mediation Board Member 306 Senior Citizens Commissioner 57			
306 Rent Mediation Board Member 306 Senior Citizens Commissioner STEP *1* *2* *3* *4* *5* ANNUAL 600.00 - - - - MONTHLY 50.00 - - - - BI-WEEKLY 23.08 - - - -			
306 Senior Citizens Commissioner STEP *1* *2* *3* *4* *5* ANNUAL 600.00 - - - - MONTHLY 50.00 - - - - BI-WEEKLY 23.08 - - - -			
STEP *1* *2* *3* *4* *5* ANNUAL 600.00 - - - - MONTHLY 50.00 - - - - BI-WEEKLY 23.08 - - - -			
MONTHLY 50.00 - - - - - BI-WEEKLY 23.08 - - - - -	*6*	*6*	
BI-WEEKLY 23.08	-	-	
	-	-	
HOURLY 0.2885	-	-	
	-	-	
308 Planning Commissioner			
STEP *1* *2* *3* *4* *5*		*6*	
ANNUAL 1,200.00	*6*		
MONTHLY 100.00	*6* -	-	
BI-WEEKLY 46.15	*6* - -	-	
HOURLY 0.5769	*6* - -	- - -	

	330 Department Heads						
STEP	*1*	*2*	*3*	*4*	*5*	*6*	
ANNUAL MONTHLY	183,084.00 15,257.00	192,240.00 16,020.00	201,852.00 16,821.00	211,944.00 17,662.00	222,540.00 18,545.00	233,664.00 19,472.00	
BI-WEEKLY	7,041.69	7,393.85	7,763.54	8,151.69	8,559.23	8,987.08	
HOURLY	88.0212	92.4231	97.0442	101.8962	106.9904	112.3385	
Lgy Bonus 20	381.43	400.50	420.53	441.55	463.63	486.80	
Lgy Bonus 25 Lgy Bonus 30	762.85 1144.28	801.00 1201.50	841.05 1261.58	883.10 1324.65	927.25 1390.88	973.60 1460.40	
Lgy Dollus 30	1144.20	1201.50	1201.30	1324.03	1390.00	1400.40	
CTED	*1*	335 Depu	ty City Manage *3*	r *4*	*5*	*6*	
STEP ANNUAL	192,240.00	201,852.00	211,944.00	222,540.00	233,664.00	245,352.00	
MONTHLY	16,020.00	16,821.00	17,662.00	18,545.00	19,472.00	20,446.00	
BI-WEEKLY	7,393.85	7,763.54	8,151.69	8,559.23	8,987.08	9,436.62	
HOURLY	92.4231	97.0442	101.8962	106.9904	112.3385	117.9577	
Lay Panua 20	400.50	420.53	441.55	463.63	486.80	511.15	
Lgy Bonus 20 Lgy Bonus 25	801.00	841.05	883.10	927.25	973.60	1022.30	
Lgy Bonus 30	1201.50	1261.58	1324.65	1390.88	1460.40	1533.45	
-9, · · · · · · · ·							
CTED	*1*	339 Assista *2*	ant City Manag *3*	er *4*	*5*	*6*	
STEP ANNUAL	200,964.00	211,008.00	221,556.00	232,632.00	244,260.00	256,476.00	
MONTHLY	16,747.00	17,584.00	18,463.00	19,386.00	20,355.00	21,373.00	
BI-WEEKLY	7,729.38	8,115.69	8,521.38	8,947.38	9,394.62	9,864.46	
HOURLY	96.6173	101.4462	106.5173	111.8423	117.4327	123.3058	
Lgy Bonus 20	418.68	439.60	461.58	484.65	508.88	534.33	
Lgy Bonus 25	837.35	879.20	923.15	969.30	1017.75	1068.65	
Lgy Bonus 30	1256.03	1318.80	1384.73	1453.95	1526.63	1602.98	
07							
STEP	*1*	340 P	olice Chief				
ANNUAL	279,531.16						
MONTHLY	23,294.26						
BI-WEEKLY	10,751.20						
HOURLY	134.3900						
Edu Incentive Pay	2,995.31						
CA POST Exe Cert	2,329.43						
Lgy Bonus 26	2,329.43						
Mgmt Incentive Pay	2,212.96						
		350 C	ity Manager				
STEP	*1*	330 0	ity manager				
ANNUAL	324,010.00						
MONTHLY	27,000.83						
BI-WEEKLY	12,461.92						
HOURLY	155.7740						

DEPUTY POLICE CHIEF (Job Summary)

Description

Under administrative direction, serves as a second-in- command and assists the Chief of Police in directing and managing the staff, operations and activities of the Police Department; manages the effective use of Department resources to improve organizational productivity and services to the community; coordinates the Department's activities with internal City departments and external agencies, including a diverse range of law enforcement agencies; provides complex and highly responsible technical and administrative support to the Chief of Police; and performs related work as required.

Supervision Received and Exercised

Receives administrative direction from the Police Chief. Exercises direct supervision over sworn and nonsworn management and supervisory staff.

Class Characteristics

This is an assistant department head management classification responsible for planning, organizing, and managing the staff, operations and activities of the Police Department. Areas of responsibility include all aspects of Operations and Support Services within the Police Department. Incumbents are responsible for performing diverse, specialized and complex work involving significant accountability and decision-making responsibilities, which include department budget administration, and service/program evaluation, Incumbents serve as a resource for organizational and managerial studies of Department services, standards and operations. Performance of the work requires an extensive professional background as well as skill in coordinating complex law enforcement duties with City departments and external law enforcement agencies. This class is distinguished from the Chief of Police in that the latter has overall management responsibility for all Police Department programs, functions, and activities, and for developing, implementing, and interpreting public policy.

Representative Duties

Examples of Typical Job Functions (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Directs, manages, and oversees the daily functions, operations, and activities of the
City's Police Department; functional areas of responsibility include all aspects of
Operations and Support Services within the Police Department; serves as the second-incommand by assuming the day-today operational management of the Department.

- Assists the Chief of Police in the development and implementation of Departmental goals, objectives, policies, and priorities; recommends within Department policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Oversees the development, administration, and oversight of the Department budget on a
 continuous basis; determines funding needed for staffing, equipment, materials and
 supplies; ensures compliance with budgeted funding.
- Develops and standardizes procedures and methods to improve and continuously
 monitor the efficiency and effectiveness of the Departments programs, service delivery
 methods, and procedures; assesses and monitors workload, administrative, and
 supp011 systems, and internal reporting relationships; identifies opportunities and
 makes recommendations to the Chief of Police for improvement.
- Directs and oversees the selection, training motivation and evaluation of assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.
- Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.
- Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards.
- Receives, investigates, and responds to high profile/high impact problems and complaints; directs and oversees investigations into allegations; prepares findings and takes necessary corrective action.
- Serves as a liaison for assigned functions with other City departments, outside agencies and a diverse range of law enforcement agencies; provides staff support to commissions, committees and task forces as necessary.
- Attends and participates in professional group meetings; stays abreast of new trends
 and innovations in law enforcement; research emerging products, equipment and
 service enhancements and their impact on other communities/applicability to City needs.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Directs the establishment and maintenance of working and official Department files.
- Performs other duties as assigned.

Qualifications

Knowledge of:

- Operations and services of a police department providing comprehensive services to the community.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management.
- Principles and practices of budget development and administration.
- Principles and practices of staff management through subordinate managers and supervisors including standards for training and development and performance management.

- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Principles and practices of criminal justice.
- Court system procedures and processes.
- Authorities vested within the police department and its staff.
- Risk management principles as they relate to law enforcement operations.
- Best practices in the deployment of staff and resources within limited funding.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of contract administration and management.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Recent and on-going developments, current literature, and sources of information related to the operations of the Police Department.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- City and mandated safety rules, regulations and protocols.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Assist the Chief of Police in managing the staff and operations of a comprehensive law enforcement department.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large and complex budgets; allocate limited resources in a costeffective manner.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Provide administrative, management, and professional leadership for the Department.
- Conduct comprehensive investigations for high profile/high impact cases.
- Manage staff, provide training and development opp011unities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Coordinate law enforcement operations and mutual aid with other law enforcement agencies.

- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the Department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be: Equivalent to a bachelor's degree from an accredited four-year college or university with major coursework in criminal justice, police science or a related field, and at least three (3) years of experience as a Police Captain or higher.

Licenses and Certifications

- Possession of a valid California Driver's license to be maintained throughout employment.
- Advanced POST Certificate
- Supervisory POST Certificate
- Management POST Certificate

Special Conditions

<u>Conflict of Interest Statement</u> - Pursuant to California Fair Political Practices Commission (FPPC) requirements, every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability in two ways:

1. It provides necessary information to the public about an official's personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances.

2. It serves as reminder to the public official of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interests.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing 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.

Environmental Elements

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk City of Gardena 1700 W. 162nd Street Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

- 1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
- 2. That on the 17th day of September 2024, the City Council of said City entered into contract with TCI Mechanical Service, Inc. whose address is 13933 Sycamore Way., Chino, CA 91710 for the improvement titled Nakaoka Community Center Room F and G HVAC Project, JN 563 in accordance with City of Gardena Plans and Specifications.
- 3. That all of the work and improvement was located at <u>1670 W. 162nd Street</u> in said City. The owner of the location is the City of Gardena.
- 4. That all of the work and improvement contemplated in and under said contract was substantially completed on October 17th, 2024.
- 5. That the City Council formally accepted this work and improvement on November 19, 2024.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled Nakaoka Community Center Room F and G HVAC Project, JN 563 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IESS THEREOF, I ha day of	ave hereunto subscribed r 2024.	my name as	the duly authorized repre	esentative of said City
			City of Gardena	
			Jose Espinoza	

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk City of Gardena 1700 W. 162nd Street Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

- 1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
- 2. That on the <u>13th_day of December 2022</u>, the City Council of said City entered into contract with <u>California Professional Engineering, Inc.</u> whose address is <u>19062 San Jose Ave., La Puente, CA 91748</u> for the improvement titled <u>New Pedestrian Crosswalk with HAWK Signal System Vermont Avenue and 133rd Street, JN 972 in accordance with City of Gardena Plans and Specifications.</u>
- 3. That all of the work and improvement was located at <u>Vermont Avenue intersection with 133rd Street</u> in said City. The owner of the location is the City of Gardena.
- 4. That all of the work and improvement contemplated in and under said contract was substantially completed on September 30th, 2024.
- 5. That the City Council formally accepted this work and improvement on November 19, 2024.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled New Pedestrian Crosswalk with HAWK Signal System Vermont Avenue and 133rd Street, JN 972 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

TNESS THEREOF, day of	I have hereunto subscribe 2024.	ed my name as t	he duly authorized repre	sentative of said City
			City of Gardena	
			William Mendoza	

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk City of Gardena 1700 W. 162nd Street Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

- 1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
- 2. That on the <u>13th</u> day of <u>April 2021,</u> the City Council of said City entered into contract with <u>Clean Energy,</u> whose address is <u>4675 MacArthur Court Suite 800, Newport Beach, CA 92660</u> for the improvement titled <u>RFP 2020-05, Design and Build of a CNG Fueling Station</u> in accordance with City of Gardena Plans and Specifications.
- 3. That all of the work and improvement was located at <u>13999 S. Western Ave., Gardena, CA 90249</u> in said City. The owner of the location is the City of Gardena.
- 4. That all of the work and improvement contemplated in and under said contract was substantially completed on July 19, 2024.
- 5. That the City Council formally accepted this work and improvement on November 19, 2024.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled RFP 2020-05, Design and Build of a CNG Fueling Station in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS this day	ve hereunto subscribed my name as 2024.	the duly authorized representative of said City
		City of Gardena
		Ernie Crespo

NOTICE OF CANCELLATION



City of Gardena

Planning & Environmental Quality Commission

Notice is hereby given that the regular meeting of the Planning & Environmental Quality Commission scheduled for November 5, 2024, has been canceled.

The next regularly scheduled meeting will be held on November 19, 2024, at 7 p.m.

Dated this 31st day of October 2024

/s/ MINA SEMENZA
City Clerk

NOTICE OF CANCELLATION



City of Gardena

Planning & Environmental Quality Commission

Notice is hereby given that the regular meeting of the Planning & Environmental Quality Commission scheduled for November 19, 2024, has been canceled.

The next regularly scheduled meeting will be held on December 3, 2024, at 7 p.m.

Dated this 14th day of November 2024

/s/ MINA SEMENZA
City Clerk

PUBLIC COMMENT #1

UNDER: ORAL COMMUNICATION

"24 NOU15AM11:01 CITY CLERK'S OFC

Katherine Rhee

From:

Zaragoza, Gizelle < Gizelle. Zaragoza@lundquist.org>

Sent:

Wednesday, November 6, 2024 1:14 PM

To:

Public Comment

Subject:

Public Comment

Attachments:

South LA CPR Recruitment Flyer.pdf

Caution! This message was sent from outside your organization.

Hi,

I hope all is well. My name is Gizelle Zaragoza and I am a community health worker at Harbor-UCLA Medical Center.

We're excited to introduce the South LA CPR Initiative! This project is based in Gardena and Compton and aims to improve survival for someone after their heart stops (called cardiac arrest). We hope to do this by learning more about how much the community knows about CPR and other life-saving help that someone can provide.

We are actively recruiting participants from Gardena to share their thoughts around bystander CPR. As part of this project, we offer a \$50 Visa gift card for participating in a 60-90 minute focus group.

May I make this announcement and distribute flyers at tonight's meeting? If you have any questions, please feel free to reach out!

Thank you,

Gizelle Zaragoza

Community Health Worker Harbor-UCLA Medical Center The Lundquist Institute Gizelle.zaragoza@lundquist.org

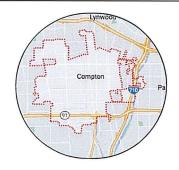
Find us on Instagram @SouthLACPRInitiative Find us on Twitter @SouthLA CPR Find us on Facebook @South LA CPR Initiative

The Lundquist Institute Warning: This email (and any attachments) is intended for the use of the person to which it is addressed. It may contain information that is privileged and confidential. As the recipient, you are obligated to maintain it in a safe, secure and confidential manner. Unauthorized disclosure or failure to maintain confidentiality may subject you to governmental penalties. Should you not be the intended recipient, please notify us by return email, and delete this message from your computer at once.

The South Los Angeles CPR Initiative

An Innovative Community-Based Approach to Improving Cardiac Arrest Survival in Southern California

When someone collapses and their heart stops beating, also known as a cardiac arrest, providing CPR and using a portable defibrillator while waiting for the fire department to arrive can help save their life. CPR is also known as chest compressions and a portable defibrillator is also known as an automatic external defibrillator or AED. Unfortunately, receiving CPR and using an AED by a nearby person does not occur equally in all neighborhoods of Los Angeles. The chances of receiving CPR in the Cities of Gardena and Compton are lower than other cities in Los Angeles. The goal of this initiative is to understand the reasons for this inequity. Our findings will help build future programs and initiatives to improve survival in these cities after a cardiac arrest.



City of Compton

Population: 94,000 69% Hispanic/Latino, 27% Black, 26% Asian, 22% White 3 in 10 cardiac arrest victims get bystander CPR



City of Gardena

Population: 60,000
43% Hispanic/Latino, 26% Asian, 21%
White, 19% Black
2 in 10 cardiac arrest victims get
bystander CPR

Do you live in Gardena or Compton? Are you interested in learning about CPR and cardiac arrest? Are you interested in sharing your views and opinions about providing CPR?

If you answered **YES** to these questions, researchers at the Lundquist Institute are conducting a research study that seeks to understand the views and opinions on providing CPR for a person who has collapsed and is not responding.

If interested, scan the QR Code or contact the study team to complete a short survey to see if you qualify and receive more information about the study.

southlacprinitiative@lundquist.org (323) 457-1730

If selected, you will participate in a 60-to-90 minute focus group or one-on-one interview. Participants will be compensated with a \$50 gift card.



PUBLIC COMMENT #2 UNDER: ORAL COMMUNICATION

'24 NOU15AM11:01 CITY CLERK'S OFC

Katherine Rhee

From:

anthony benitez <anthonyb2017@gmail.com>

Sent:

Tuesday, November 12, 2024 11:44 AM

To: Subject: Public Comment
Public Comment

Caution! This message was sent from outside your organization.

Gizelle

Hi,

I hope all is well. My name is Anthony Benitez, and I am a volunteer at the Harbor-UCLA Medical Center. May I make the following announcement and distribute flyers at tonight's meeting? If you have any questions, please feel free to reach out!

"We're excited to introduce the South LA CPR Initiative! This project is based in Gardena and Compton and aims to improve survival for someone after their heart stops (called cardiac arrest). We hope to do this by learning more about how much the community knows about CPR and other life-saving help that someone can provide. We are **actively recruiting participants from Gardena** to share their thoughts around bystander CPR. As part of this project, we offer a **\$50 Visa gift card** for participating in a 60-90 minute focus group."

Thank you,

Anthony Benitez

Volunteer

Find us on Instagram @SouthLACPRInitiative
Find us on Twitter @SouthLA_CPR
Find us on Facebook @South LA CPR Initiative

Agenda Item No. 12.A Section: DEPARTMENTAL ITEMS - ADMINISTRATIVE

SERVICES

Meeting Date: November 19,

2024

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

AGENDA TITLE: Acceptance of the Government Finance Officers Association Distinguished Budget Presentation Award for Fiscal Year 2024-2025 and 2025-2026

COUNCIL ACTION REQUIRED:

Staff Recommendation: Receive and File the Government Finance Officers Association Distinguished Budget Presentation Award for Fiscal Year 2024-2025 and 2025-2026.

RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena is pleased to announce that it has received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for its Fiscal Year 2024-2025 and Fiscal Year 2025-2026 Adopted Budget. This is the fourth consecutive budget cycle or eighth year the City has received this award for preparing budget documents of the highest quality that reflect best practices in budgeting.

The award represents a significant achievement for the City, reflecting the commitment of the City Council and staff to maintain excellence in transparency and governmental budgeting. In order to receive this budget award, the City of Gardena must satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well the City's budget serves as a policy document, a financial plan, an operations guide, and a communication device.

The City remains dedicated to upholding high standards of financial management, transparency, and effective budgeting practices. All budget information is available on the City's website at www.cityofgardena.org/city-budget/.

FINANCIAL IMPACT/COST:

No Financial Impact

ATTACHMENTS:

Certificate of Recognition, Administrative Services Department.pdf Budget Award 2024.pdf

APPROVED:

Clint Osorio, City Manager

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The Government Finance Officers Association of the United States and Canada

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

Administrative Services Department

City of Gardena, California



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director

Christophu P. Morrill

Date: 10/14/2024



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Gardena California

For the Biennium Beginning

July 01, 2024

Executive Director

Christopher P. Morrill

Agenda Item No. 16.A Section: DEPARTMENTAL ITEMS - PUBLIC WORKS Meeting Date: November 19,

2024

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

AGENDA TITLE: Award Construction Contract for the Western Avenue and Normandie Avenue Railroad Crossing Rehabilitation Projects, JN 537 & 540, to Cali State Paving, Inc. in the amount of \$240,220. Additionally, Declare California Environmental Quality Act (CEQA) Exemption under Section 15301, Approve the Project Plans & Specifications and Project Contingency

COUNCIL ACTION REQUIRED:

Staff Recommendation:

- Award Construction Contract
- Declare CEQA Exemption Under Section 15301
- Approve Project Plans and Specifications
- Approve Project Contingency

RECOMMENDATION AND STAFF SUMMARY:

The City Council approved the Authorization for Crossing Improvement Agreements with Union Pacific Railroad (UPRR) for Western Avenue on March 24, 2024, and for Normandie Avenue on April 9, 2024. During the rehabilitation work, both crossings will be closed to vehicular traffic for a 55-hour windows on separate weekends. Each closure will begin at 10:00 p.m. on a Friday and reopen by 5:00 a.m. the following Monday. Work that does not require full closure of the crossings will be performed during regular weekday working hours (7:30 a.m. to 4:30 p.m.).

Immediately after UPRR replaces and upgrades the railroad tracks, this project will pave adjacent sections of the asphalt to make a smooth transition from the roadway to the steel/concrete tracks. Striping, signages and traffic loop detectors will be restored after paving. The City's contractor will develop and implement a traffic detour plan that will be in place during the closure. A 5-foot-wide section of asphalt adjacent to the tracks will be reconstructed, and a 20 to 40-foot section will be cold-milled and repaved to achieve a smooth transition between the roadway and the new steel/concrete railroad tracks.

On October 2, 2024, Public Works finalized the plans and specifications and published a bid request in CR PlanWell, Gardena Valley News and the City website. The following two bids were received on October 23, 2024:

1	Cali State Paving, Inc., Riverside	\$240,220.00
2	Ruiz Concrete and Paving, Inc., Long Beach	\$280,635.00

Cali State Paving, Inc. (CSPI) was the lowest responsive bidder and is licensed in California. They have been in business for the past 16 years and maintain verified records of construction projects with other local municipalities and utility companies in Southern California. CSPI will be required to meet all bonding requirements and financial standards. UPRR has indicated that they will begin construction between December 2024 and February 2025, with the city's paving work scheduled to follow shortly afterward.

Staff recommends that the City Council award the construction contract for the Western Avenue and Normandie Avenue Railroad Crossing Rehabilitation Projects, JN 537 and 540, to Cali State Paving, Inc. in the amount of \$240,220 and additionally:

- 1. Approve Plans and Specifications.
- 2. Declare the Project to be Categorically Exempt under the CEQA, Class 1, Section 15301, as Rehabilitation of Existing Facilities.
- 3. Approve 30% on the construction award amount, \$72,000 to be utilized for project contingency.

FINANCIAL IMPACT/COST:

Sources of Funds:

JN 537, Measure M Local	\$349,000
JN 540, Gas Tax	\$344,000
Total	\$693,000

Estimated Expenditures:

Design Phase	\$18,240
JN 537, Share Cost with UPRR	\$117,294
JN 540, Share Cost with UPRR	\$108,386
Construction Contract Award	\$240,220

Total	\$580,140
Project Contingency (30%)	\$72,000
Construction Management & Inspection	\$24,000

ATTACHMENTS:

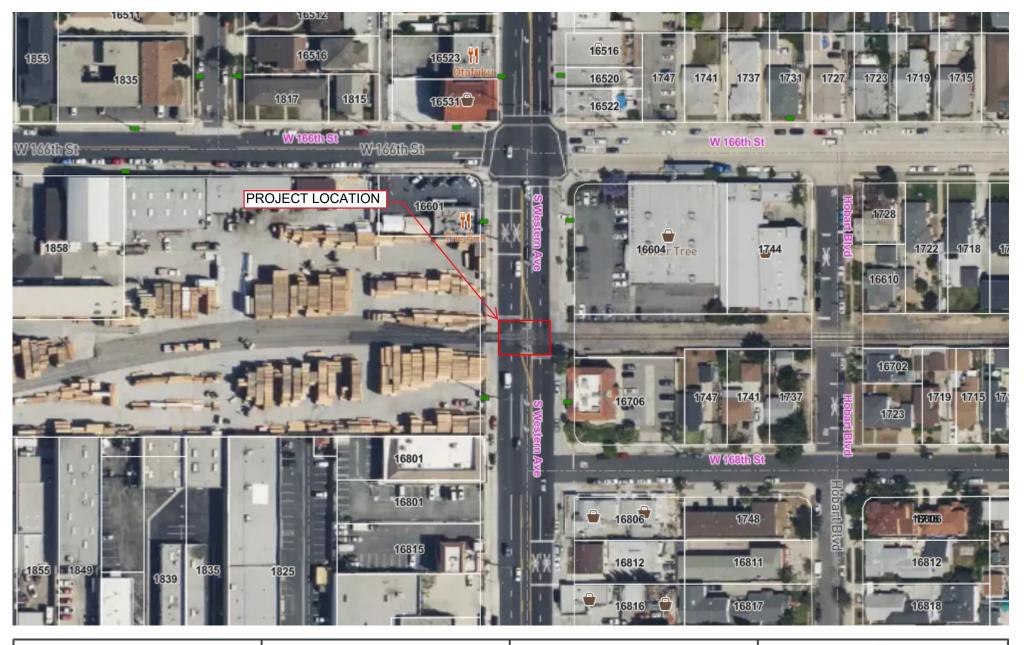
Location Map JN 537 540.pdf
Specs & Plans_Detour and Pavement Rehab_JN537_540.pdf
Contract Documents_Detour and Pavement Rehab_JN537_540_CSPI.pdf

APPROVED:

Clint Osorio, City Manager

Cleuroms.

WESTERN AVE. RAILROAD CROSSING REHABILITATION - JN 537



1" = 136 ft

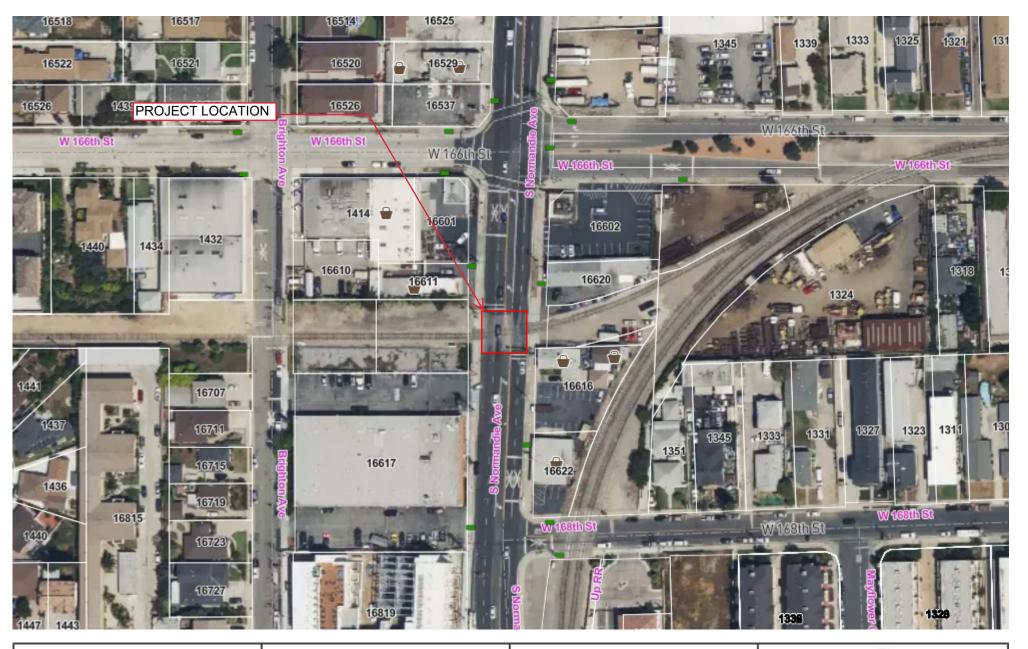
Project Location Map

07/18/2024



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

NORMANDIE AVE. RAILROAD CROSSING REHABILITATION - JN 540



1" = 140 ft

Project Location Map

07/18/2024



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

GENERAL PROVISIONS

WESTERN AVENUE AND NORMANDIE AVENUE RAILROAD CROSSING REHBILITATION (DOT# 760507S & DOT# 760501B), WITH TRAFFIC DETOUR PLANNING AND CONTROL, JN 537 AND JN 540

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-1 GENERAL. 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 2021 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.

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		

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General. 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.

- **1-7.2 Contract Bonds.** The "Performance Bond" is equivalent to City's "Faithful Performance Bond".
- **1-7.3 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.

- 1-7.4 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.
- **1-7.5 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.

1-7.6 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.

1-7.7 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.

1-7.8 Precedence of Contract Documents. The order of precedence of contract document 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 General 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.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS. The Contractor will obtain, at no cost to the Agency, all permits necessary to perform the work on streets, highways, railways or other rights-of-ways. The Contractor shall

obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to those permits required for night work, overload, blasting and demolition. For private contracts, the Contractor shall obtain all permits incidental to the work or made necessary by its operations, and pay all costs incurred by the permit requirements.

The Contractor and each subcontractor employed upon the work must have or obtain a valid City of Gardena Business License in accordance with the provisions of the Gardena Municipal Code.

The project is subject to applicable project permit(s) from adjacent local agencies. Contractor shall be responsible for securing permits and shall bare all costs necessary.

2.10 DISPUTED WORK.

2.10.1 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.

2-11. DISPUTE RESOLUTION.

2-11.1 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.

2-11.2 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.

2-11.3 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.

2-11.4 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.

2-14 MARKING REMOVAL. All markings placed by the Contractor, City, and Underground Service Alert (USA) during construction shall be removed at the completion of the work. These markings shall include, but not limited to, paint, stakes, and metal tags.

All cost associated with removal of markings shall be included in the bid prices for the applicable bid items. Failure of the Contractor to remove these markings shall be cause for the City to do the work and withhold the costs from the Contractor's final payment.

SECTION 3 – CONTROL OF THE WORK

3-5 INSPECTION. The city shall provide random inspection for the traffic controls and full time inspection for the paving. Paving inspector shall specify location and quantity of test points

Inspection of the work shall not relieve the contractor of the obligation to fulfill all conditions and requirements of the contract.

3-6 THE CONTRACTOR'S REPRESENTATIVE. The Contractor shall furnish the Engineer with the name, address and cell/ business/home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

3-10 SURVEYING.

3-10.3 Line and Grade. 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.

3-12 WORK SITE MAINTENANCE.

3-12.1 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.

3-12.2 Air Pollution and Surface Maintenance Control. 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.

3-12.4. Storage of Equipment and Material.

3-12.4.1 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.

3-12.4.2 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.

- **3-12.5.4 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.
- **3-12.5.5** 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.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.3 Warranty. In addition to the guarantees as required in Section 1-7.2 and 3-13.3 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of <u>one year</u> 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

SECTION 4 – CONTROL OF MATERIAL

4-1 GENERAL.

4-1.1 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.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBLITIES

- **5-4 INSURANCE.** In lieu of Section 5-4 of the Standard Specifications, refer to the City Contract Documents Section, CD-10, for detail requirements.
- **5-5 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.

5-7 SAFETY.

- **5-7.4 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.
- **5-7.4.1 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.

5-7.4.2 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.

SECTION 6 - PROSECUTION AND PROGRESS 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 fourteen (14) calendar 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. It is anticipated that construction activities by UPRR will begin November 2024 until December 2024. Contractor shall be ready to do paving rehabilitation per plan within the 55 hour window mentioned here.

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. City may establish a Notice to Proceed (NTP) date no later than thirty (30) calendar days after the date of the contract execution or based on the anticipated activities of UPRR. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

The names, addresses and telephone numbers of the Contractor and subcontractors, or their

representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Gardena and the owners of all utilities and substructures within the Project area not less than 48 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the contractor and is not guaranteed to be complete or correct:

COMPANY	CONTACT	TELEPHONE NO.
Southern California Edison	Tricia Miller	626.533.0640
Southern California Gas	Melissa Fukunaga: Tech Services Planning: Attn - Lead Planner	213.231.7281
AT&T	Terence Little	626.817.4252
	Raymond Dover	310.515.4257
Gardena Police	Dispatch	310.3237911
L.A. County Fire Dept.		310.323.7911
Time Warner Communications	Arturo Fernandez	310.750.9099
Crown Castle	Hector Aguilera	951.454.5111
Waste Resources of Gardena	Lorena Rodriguez	310.366.7600
Golden State Water Co.	Conde Ventura	310.436.6950 x107
	Joseph Salcido	310.660.0320 x101
L.A. County Flood Control	Daryll Chenoweth	626.458.3129
L.A. Sanitation District	Jon Ganz	562.908.4288
Metropolitan Water District	Civil Eng. Substructures Section	213.217.7059
Chevron Pipeline	Dave Zerler	310.669.4014
Underground Service Alert		800.422.4133

The Contractor shall submit periodic Progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-1.3 Working Hours / Day. The Contractor's working hours shall be limited to the 55 hour window during weekend full closure between 10:00 P.M. Friday to 5:00 A.M., Monday. Partial lane closures shall be allowed during the weekday between 7:30am to 4:30pm only. 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.

6-1.4 Notice and Service Thereof. Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Agency by personal delivery thereof to the City of Gardena Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Public Works Department City of Gardena 1717 W. 162nd Street Gardena, CA 90247-3778

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

Notification of Property Owners and Tenants - The Contractor shall provide eight (8) Changeable Message Signs (CMS) as advance notices two (2) weeks prior to start of construction at locations shown on the traffic control plan. The Contractor shall be responsible for the safety and upkeep of the CMS.

Written notice shall be submitted to the Engineer for approval prior to being delivered.

6-2 PROSECUTION OF THE WORK.

6-2.1 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 the Section 1-7.6 and 5-4 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 whatsoever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

6-3 TIME OF COMPLETION.

6-3.1 General. The contract time shall begin per the City's written notification. The time of completion of contract shall be **Fifteen [15] calendar days** as defined in the latest Standard Specifications for Public Works ("Greenbook").

No work shall be undertaken during the City's holiday closures. It is the Contractor's responsibility to determine the City's closure dates.

SECTION 7 - MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.2 Method of Measure. 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.

7-3 PAYMENT.

- **7-3.2 Partial and Final Payment.** The Engineer will authorize monthly partial/progress payments per Section 7-3.2 of the Standard Specifications. Contractor's monthly invoice shall be submitted on company letterhead. Each invoice submitted shall include: project name, date of invoice, progress payment number, and purchase order number. All bid items shall be included on each invoice and include unit, unit price bid, original quantity, amount, previous payment quantity and amount, current invoice payment quantity and amount, total project payment quantity and amount. In addition, any approved change orders shall be listed on invoice. Payment to Contractor typically takes 30 days from submittal of approved invoice. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.
- **7-3.3 Delivered Materials.** The City will NOT honor or make any progress payments for materials ordered and delivered to the job site by the Contractor unless prior approval is obtained from the Engineer.

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 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	

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.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

FIELD OFFICE ed below:	FACILITIES.	The	Contractor	shall	provide	the	class	of	field	office
□ 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.

END OF GENERAL PROVISIONS

TECHNICAL PROVISIONS

WESTERN AVENUE AND NORMANDIE AVENUE RAILROAD CROSSING REHBILITATION (DOT# 760507S & DOT# 760501B), WITH TRAFFIC DETOUR PLANNING AND CONTROL, JN 537 & JN 540

PART 1 - TECHNICAL PROVISIONS

SECTION 1 – GENERAL

PREFACE: All work and materials shall conform to the "Standard Specification for Public Works Construction", 2021 edition, except as modified by the contract and these Technical Provisions.

Incidental Work - All work and materials required by the plans and specifications, and not specifically listed in the bid schedule items of work, shall be considered incidental and no additional payment shall be made therefore. Incidental items shall include, but are not limited to, mobilization; implementation of the SWPPP and Best Management Practices for the protection of storm drain structures; adjusting utility access covers to grade; saw cutting; excavation and disposal of materials; survey; traffic control and coordination of utilities.

PART 2 - CONSRTUCTION MATERIALS

SECTION 200 - ROCK MATREIALS

200-2. UNTREATED BASE MATERIAL

200-2.1 General. 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.

After compaction the base shall have a minimum of 95% as determined through In-Place Density and Relative Compaction (Nuclear) per California Test 375 or ASTM D2950. The field density of the compacted base material shall be determined using a properly calibrated nuclear gage in the field. Costs of testing shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore

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.

SECTION 201 - NOT USED

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

203-6.4.1 Class and Grade. Asphalt hot mix shall be C2-PG64-10 for capping or finish course. 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.

PART 3 – CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1. General. The Contractor shall hire a qualified soils engineer to perform all tests required in this project. Costs of testing shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

300-12 EXCAVATION. Roadway excavation shall include sawcutting, excavating, removing, hauling, and disposing of all soil materials, existing asphaltic concrete pavement, PCC pavement, subgrade and similar appurtenances which are to be removed for construction of the street reconstruction as shown on the Plans. Earthwork, subgrade preparation and finishing roadway shall confirm to the applicable requirements of Section 300 and 301 and other pertinent sections of the Standard Specifications for the various items involved. Payment for excavation shall be incidental and included in the appropriate unit price bid.

300-12.1 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 resewn 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.

SECTION 302 - ROADWAY SURFACING

302-1 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.

302-5 ASPHALT CONCRETE (AC) PAVEMENT.

302-5.1 General. 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.

302-5.3 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.

302-5.4 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.

302-5.5 Distribution and Spreading.

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

Asphalt concrete shall be laid in courses not exceeding 4 inches (100 mm) in thickness.

302.5.6.2 Density and Smoothness. The compaction after rolling shall be a minimum of 95% as determined through In-Place Density and Relative Compaction (Nuclear) per California Test 375 or ASTM D2950. The field density of compacted asphalt shall be determined using a properly calibrated nuclear asphalt testing device in the field.

Failed areas shall be removed and replaced at Contractor's expense. Costs of testing shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore

302-5.7 Joints. 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.

302-15 ASPHALT TRACKING PAVEMENT 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 work day, the Contractor shall use steam cleaning and a vacuum truck to remove tracking from all affected areas to the satisfaction of the Engineer.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. Furnishing and installation of traffic markings shall include all work required to place raised pavement markers, thermoplastic material and curb paint. Legends and crosswalks shall consist of thermoplastic material with glass bead finish.

Striping work and materials shall conform to the provisions of the Standard Specifications of the State of California, Department of Transportation, latest edition, and the Traffic Manual of the State of California, Department of Transportation. Installation of traffic markings shall be completed within 5 working days of paving.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKING.

314-4.1 GENERAL. Each <u>fire hydrant</u> 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.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

SECTION 401 - REMOVAL

<u>Curb ramp (modified)</u> shall be per Section 18, except concrete spandrel shall be sawcut 6" from curb face and minimum asphalt replacement will be required if any.

<u>Driveways</u>, <u>approach</u>, <u>alley intersection</u>, <u>spandrels and cross gutters</u> 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.

SECTION 402 – UTILITES

402-2 PROTECTION. 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.

SECTION 404 - COLD MILLING

404-1 GENERAL. 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.**

The City has investigated the street section and determined that pavement section has variable depths of asphalt and Portland cement concrete pavement, however, any presence of pavement fabric, petromat or irregular material 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.

PART 6 - TEMPORARY TRAFFIC CONTROL

SECTION 600 - ACCESS

600-1 **GENERAL**..

600-1.1 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.

600-1.2 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 <u>reflective</u> orange and <u>reflective</u> 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.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSRTUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL. The Contractor shall prepare and submit a traffic control and detour plan, stamped and signed by a registered civil engineer in the State of California, to the Engineer for approval.

The Contractor shall, at a minimum, legibly indicate the following information on a reproducible drawing.

- a) All lane closures and/or detours anticipated during construction.
- b) Temporary signage, striping and delineation.
- c) Special traffic control requirements.

The contractor shall submit copies in the appropriate digital format within 10 calendar days and obtain approval allowing a minimum of Ten (10) Working Days for the Agency to review and approve. The Contractor shall bear the cost for this revision.

"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.

DURING RAILROAD TRACT REHABILITATION AND PAVING OPERATIONS, THE CONTRACTOR SHALL PROVIDE INDIVIDUALS AND EQUIPMENT DESIGNATED TO PERFORM AND MAINTAIN TRAFFIC CONTROL. 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 Traffic Control Plans created for this project and the California Manual of Temporary Traffic Controls (California M.U.T.C.D.) or Work Area Traffic Control Handbook (W.A.T.C.H. Handbook).

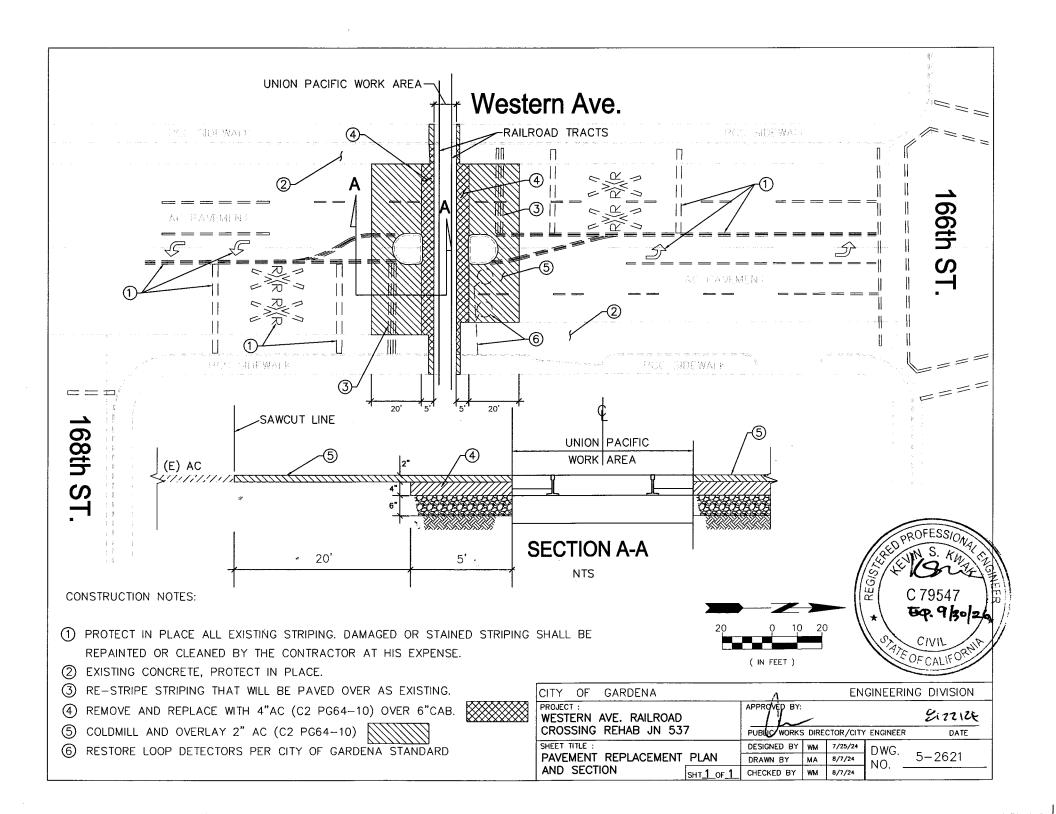
If traffic control measures are not in conformance with these provisions, the project shall be stopped until conformance is attained to the satisfaction of the Engineer.

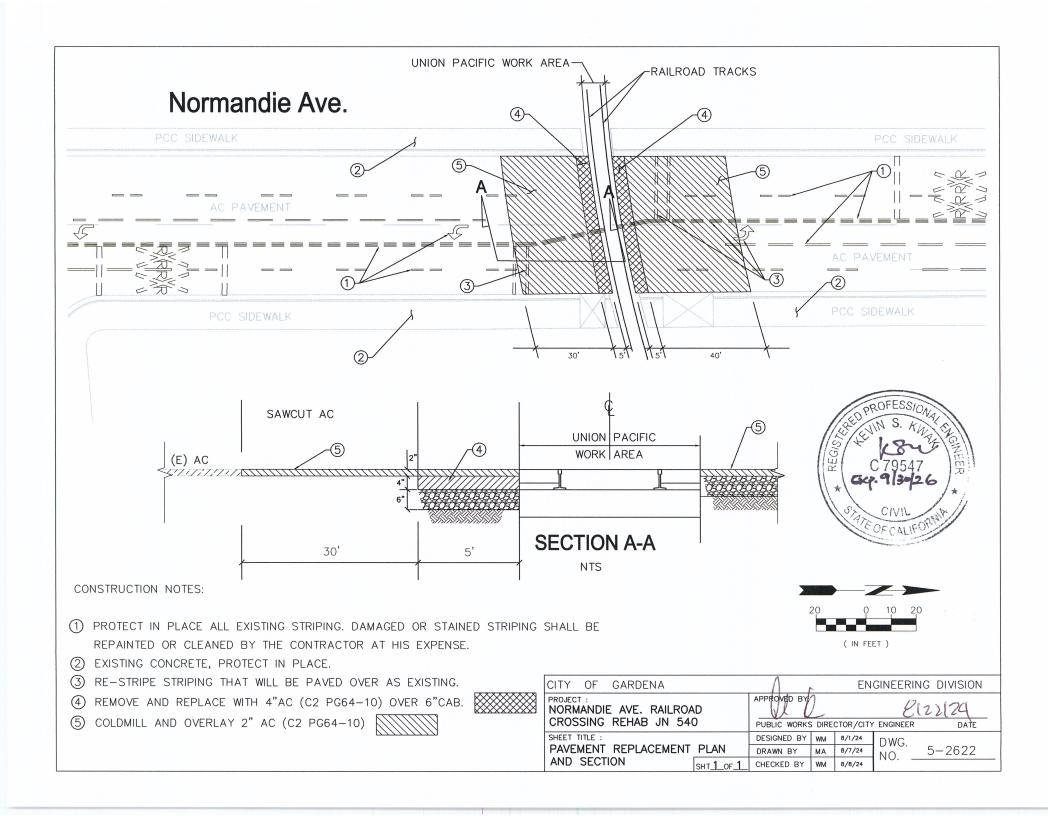
At locations where excavations are left open overnight, flashing barricades shall be placed along the excavation at a maximum spacing of 20 feet. A minimum of 3 flashing barricades shall be placed at any one excavation.

Temporary striping will be permitted only on base course and pavement to be overlaid. Temporary pavement markings to be placed on new asphalt shall be spaced at 25 ft maximum and shall be removable without damage to the new overlay. Method of temporary markings shall be submitted to the Engineer for approval at the preconstruction meeting.

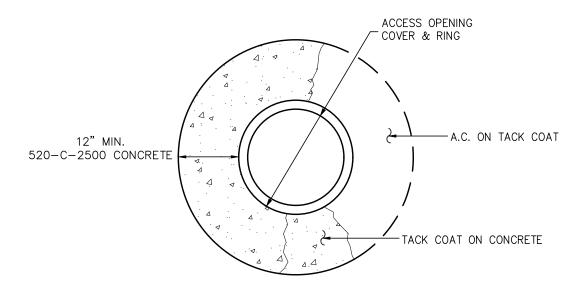
END OF TECHNICAL PROVISIONS

APPENDIX A - PLANS



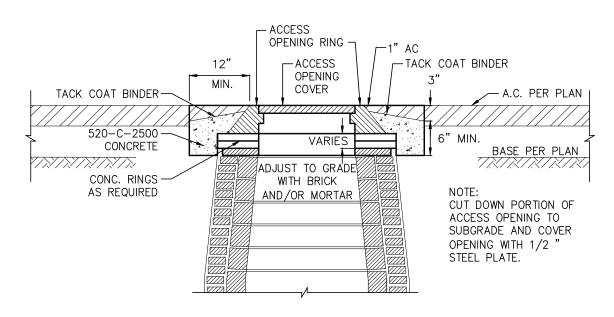


APPENDIX B - CITY STANDARDS



PLAN VIEW

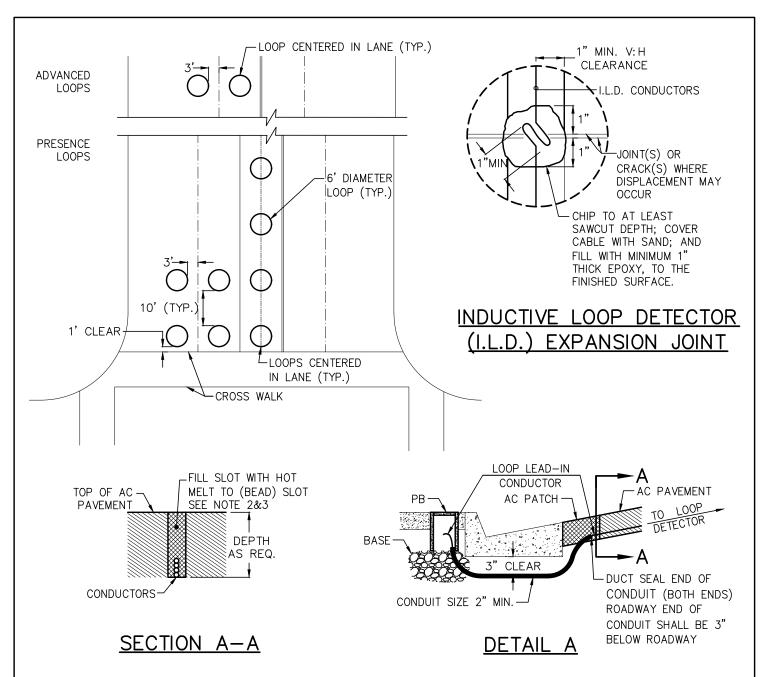
NOTE: CONCRETE SHALL BE PLACED WITH A MINIMUM DISTANCE OF 12" AROUND THE LIP OF THE ACCESS OPENING RING.



CROSS SECTION

DWG NTS

CITY OF GARDENA DEPARTMENT OF PUBLIC WORKS	APP. BY:				
ACCESS OPENING	CITY	′ ENGINE	ER		DATE
	DESIGNED BY	KK	09/24	DWG.	
ADJUSTMENT	DRAWN BY	KK	09/24	NO.	ST-10
	CHECKED BY	KK	09/24	INO.	



NOTES:

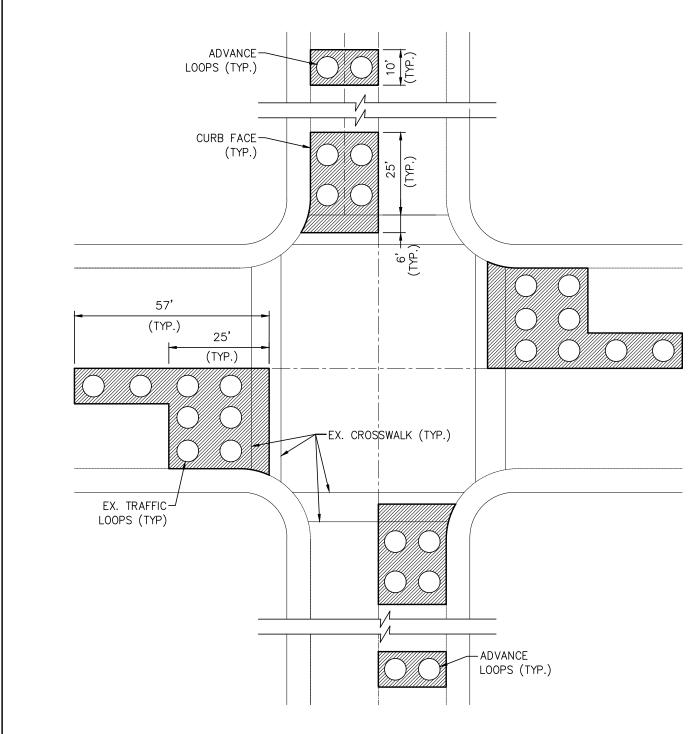
- 1. LOOP DECTECTOR WIRE SHALL BE TYPE 2 AND LOOT DETECOR LEAD-IN CABLE SHALL BE TYPE B PER SECTION 86-1.02F OF THE CALTRANS LATEST STANDARD SPECIFICATIONS.
- DURING CUTTING OPERATIONS A VACUUM MACHINE SHALL COLLECT ALL DEBRIS AND WATER.
- 3. LOOP AND HOMERUN CUTS SHALL BE INSTALLED TO THE MAXIMUM DEPTH POSSIBLE LEAVING A MINIMUM OF 1" OF CONCRETE OR ASPHALT IN THE BOTTOM AND A 3" TO 4" COVER IN ASPHALT, 2" COVER IN
- 4. LOOP AND HOMERUN CUTS SHALL BE § WIDE.
- 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
- 6. LOOPS SHALL BE NUMBERED STARTING FROM THE INTERIOR LANE COUNTING BACK FROM THE LIMIT LINE. SPLICES SHALL BE BUTT JOINED, SOLDERED WRAPPED IN RUBBER TAPE, DOUBLE WRAPPED IN ELECTRIC

TAPE AND SCOTCH KOTE'D.

CITY OF GARDENA APP. BY: DEPARTMENT OF PUBLIC WORKS TITLE: CITY ENGINEER DATE TRAFFIC LOOP DETAIL DESIGNED BY 09/24 DWG. ST-16 DRAWN BY ΚK 09/24 NO. CHECKED BY 09/24

DWG NTS



NO SAWCUTS AND NO EXCAVATION IN SHADED AREAS

NOTE: NO CUTS WITHIN 2' OF LOOPS

DWG NTS

	CITY OF GARDENA DEPARTMENT OF PUBLIC WORKS	APP. BY:				
TITLE:	TRAFFIC LOOP	CIT	Y ENGINE	ER	D	ATE
	NO EXCAVATION ZONE	DESIGNED BY	KK	09/24	DWG.	
	NO EXCAVATION ZONE	DRAWN BY	KK	09/24		ST-17
		CHECKED BY	KK	09/24	NO.	

CONTRACT DOCUMENTS (CD)

WESTERN AVENUE AND NORMANDIE AVENUE RAILROAD CROSSING REHBILITATION (DOT# 760507S & DOT# 760501B), WITH TRAFFIC DETOUR PLANNING AND CONTROL

PROJECT NO. JN 537 JN 540

To be Submitted within twenty-one (21) calendar days

AFTER
Award of Contract

PROJECT NO. JN 537 & 540

<u>AGREEMENT</u>

THIS AGREEMENT, made and entered into this <u>day of</u>, <u>20</u>, <u>by</u> and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and Cali State Paving, Inc., 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. <u>JN 537 & 540</u>, which is described as follows:

Title:

WESTERN AVENUE AND NORMANDIE AVENUE RAILROAD CROSSING REHBILITATION ,(DOT# 760507S & DOT# 760501B), WITH TRAFFIC DETOUR PLANNING AND CONTROL, JN 537 AND JN 540

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefor, except such labor, materials, equipment and services as are provided in the Contract Documents to be furnished by City.

This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

ARTICLE II.

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefor, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III.

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and the Contractor, are enumerated as follows: Proposal Documents, including the Notice Inviting Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance, and Fair Employment Practices documents; this Agreement; Standard Specifications; Special Provisions; Technical Provisions; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV.

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY	CONTRACTOR
Tasha Cerda, Mayor	Name & Title
Date:	Sign:
Seal:	Date:
	SECOND SIGNATURE: (Contractor)
	Name & Title
Attest:	Sign:
	Date:
Mina Semenza, City Clerk	
Date:	<u> </u>
APPROVED AS TO FORM:	
Carmen Vasquez, City Attorney	<u> </u>
Date:	

PROJECT NO. <u>JN 537 & 540</u>

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to, designated as the "Principal", a Contract for:	hereinafter
PROJECT:	
WESTERN AVENUE AND NORMANDIE AVENUE RAILROAD CRO REHBILITATION (DOT# 760507S & DOT# 760501B), WITH TRAFFIC DETOUR PLANNING AND CONTROL, JN 537 AND JN 540	
WHEREAS, said Principal is required under the terms of said Contract to furnish a faithful performance of said Contract;	bond for the
NOW, THEREFORE, we,as Principal, andas Surety, are held and firmly bound unto the City in the sum of	
Dollars (\$), this amount beiless than one hundred percent (100%) of the total Contract price, lawful money of States of America, for payment of which sum well and truly to be made we bind out	f the United

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

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

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.

acceptance of the job by the City.				
IN WITNESS WHEREOF, three (3) idention for all purposes be deemed an original the				
Surety named herein, on the day and corporate seal of each corporate part by its undersigned representative pursuar	of ty being hereto affixed and these at to authority of its governing boo	, 20 <u>,</u> presents dy.	the duly	name signed
	[PRINCIPAL]			
	Ву			
	Title			
	Signature			
	[SURETY]			
	Ву			
	Title			
	Address			
	Phone No.			
	Signature			

This bond shall remain in full force and effect for a warranty period of one full year after

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.

PROJECT NO. <u>JN 537 & 540</u>

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to				
PROJECT:	[PROJECT TITLE]			

WESTERN AVENUE AND NORMANDIE AVENUE RAILROAD CROSSING REHBILITATION (DOT# 760507S & DOT# 760501B), WITH TRAFFIC DETOUR PLANNING AND CONTROL, JN 537 AND JN 540

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;

•	we, the undersigned Contractor and Surety, are held firmly bound unto
the City in the sum of	
Dollars (\$) this amount being not less than one hundred percent (100%) of the
total Contract price, f	or which payment well and truly to be made we bind ourselves, our heirs
executors and admir	istrators, 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 effections may be filed as provided for in Section 1.	ect for six full months after the period in which on 3184 of the California Civil Code.	verif	ied
IN WITNESS WHEREOF, we have hereun20	to set our hands and seals on this	_day	of
	IDDINCIDAL 1		
	[PRINCIPAL]		
	Ву		
	Title		
	Signature		
	[SURETY]		
	Ву		
	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.

PROJECT NO. <u>JN 537 & 540</u>

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:	
BySignature	<u> </u>
Signature Title	

PROJECT NO. <u>JN 537 & 540</u>

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

WESTERN AVENUE AND NORMANDIE AVENUE RAILROAD CROSSING REHBILITATION (DOT# 760507S & DOT# 760501B), WITH TRAFFIC DETOUR PLANNING AND CONTROL, JN 537 AND JN 540

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 indemnity 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.

macminion			
Company/Cor	ntractor		
Name & Title			

"Indomnitor"

PROJECT NO. JN 537 & 540

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.

Agenda Item No. 16.B Section: DEPARTMENTAL ITEMS - PUBLIC WORKS Meeting Date: November 19,

2024

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

AGENDA TITLE: Approval of Consultant Engineering Staff Augmentation Services from Project Partners, Inc. for an amount not to exceed \$242,000

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approval of Consultant Engineering Staff Augmentation Services

RECOMMENDATION AND STAFF SUMMARY:

The Public Works Engineering Division is responsible for executing Capital Improvement Program (CIP) Projects and overseeing all private improvements within the public right-of-way. For Fiscal Year 2024-2025, the division is managing 44 CIP projects with a cumulative total of \$71.5 million. On an annual basis, staff will conduct over 1,000 plan check reviews and encroachment permits. Due to the significant increase in CIP activities, additional engineering staff is essential to meeting the demand.

The Engineering Division currently consists of six staff members including an Assistant Public Works Director, a Civil Engineer, an Associate Engineer, an Assistant Engineer, an Engineering Technician, and a Public Works Inspector. For the past 30 months, staff had a Consultant Engineer assisting with the increase in CIP projects. However, the contract expired, and the Consultant Engineer is no longer available. To maintain project delivery support, it is proposed that consultant staff provide assistance with CIP projects and other engineering tasks as needed, averaging a minimum of 20 hours per week. The budget for staff augmentation has been allocated for Fiscal Year 2024-2025 and 2025-2026.

Staff issued a Request for Proposals to three (3) On-Call Consultants: Project Partners, Inc., Kimley-Horn and Associates, and Transtech Engineering, Inc. After reviewing the proposals, staff recommends that the City Council authorize a consultant contract with Project Partners based on their understanding of the request, qualifications, availability, and competitive fees.

Project Partners specializes in staff augmentation services for public agencies throughout Southern California, with 25 years of experience and has an excellent track record including prior work for the City of Gardena. Project Partners is well-versed in compliance with CalPERS regulations and the staffing of formal city employees. The proposed engineer has 30 years of civil engineering experience, with a focus on Public Works CIP projects. He spent

over 20 years with the City of Anaheim and an additional 10 years in the private sector.

The agreement term will begin upon Council approval and expire on June 30, 2026, with the option for staff to extend for an additional 12 months, contingent on satisfactory performance and the completion of projects. The fee schedule submitted by the consultant will remain fixed throughout both the initial and optional terms unless formally amended by the City Council.

Staff respectfully recommends that the City Council approve the Consultant Engineering Staff Augmentation Services from Project Partners, Inc., for an amount not to exceed \$242,000 and authorize staff to extend the contract for up to an additional 12 months if necessary.

FINANCIAL IMPACT/COST:

Amount of Expense: \$242,000

Budgeted Funding Source: FY 2024/2025- \$121,000 and FY 2025/2026- \$121,000 -Various

CIP funds per each project (Measure M, Measure R, STPL, Prop C, etc.)

ATTACHMENTS:

Proposal for Civil Engineering Support Services _Project Partners.pdf PW On-Call Consultant Agreement Project Partners Inc FINAL.pdf

APPROVED:

Clint Osorio, City Manager

Oleunoms.



October 21, 2024

Kevin Kwak City of Gardena 1700 W. 162nd Street Gardena, CA 90247

SUBJECT: Proposal for As-Needed Civil Engineering Support Services

Dear Mr. Kwak,

Project Partners is pleased to offer this proposal for As-Needed Civil Engineering Support Services to the City of Gardena (City). Below is our proposed scope of work and level of effort.

Scope of Work

Project Partners understands that the City is seeking civil engineering support. We are proposing two candidates to operate at the level of Civil Engineer while performing the duties of a Project Manager.

The anticipated duties of the position include:

- Prepares RFP/RFQ for design and Construction Management and Inspection (CMI) services.
- Prepares and/or oversees design Plans, Specifications, & Estimates (PS&E).
- Prepares and leads project bid processing, writes council agenda report, and executes contract.
- Oversees CMI services.
- Prepares Caltrans required submittals and coordinates review process (i.e. PES, E76 and Contract award packages).
- Performs minor drafting, computing, and checking field operations as related to the layout and construction of pavement, curbs, gutters, sidewalk, traffic, utilities and other CIP.
- Performs LA Metro required project reporting, reimbursement process, etc.
- Interprets and applies GREENBOOK, Caltrans Standards, City Standards, and other laws and regulations relating to CIP projects.

Other projects and miscellaneous assignments may be added.

Project Duration & Level of Effort

We propose to assign our staff to assist the City for approximately 20 hours per week throughout the current and next fiscal years, concluding on June 30, 2026. Our contract with the City allows for the possibility of extending the engagement for an additional two one-year periods if the City finds our services valuable and effective.

23195 La Cadena Dr. Suite 101 Laguna Hills, CA 92653 We will adjust our staff's schedules as needed to accommodate project demands and to ensure we meet the City's objectives. Additionally, we will manage and track time carefully to ensure that our staff does not exceed 960 hours per fiscal year.

Proposed Staff

Project Partners is proposing Mr. Jimson Gutierrez, an Associate Project Manager with over 30 years of professional municipal public works experience. Mr. Gutierrez is available to work onsite at the City office.

Mr. Jimson Gutierrez - Jimson Gutierrez would be an excellent fit to provide civil engineering support services to the City of Gardena given his extensive experience in similar roles. With over 30 years of experience, including more than 20 years at the City of Anaheim's Department of Public Works, Jimson has managed CIP projects, including preparing RFP/RFQs, overseeing design plans, specifications, estimates, and leading bid processing. His hands-on experience managing both the administrative and technical aspects of projects, such as coordinating with Caltrans and performing project reporting, aligns directly with the responsibilities outlined for this role.

Moreover, Jimson's proficiency in interpreting and applying engineering standards like Greenbook and Caltrans regulations will enable him to ensure compliance with city and state standards. His proven track record in managing large-scale public infrastructure projects, along with his ability to collaborate with contractors, city staff, and external agencies, makes him a strong candidate to handle the multifaceted duties required for this position. For more details, his resume is attached to end of proposal.

Billing Rate and Project Budget

Project Partners' billing rates and budget for our proposed Associate Project Manager is shown below.

<u>Candidate</u>	<u>Classification</u>	Billing Rate	Estimated Budget
Jimson Gutierrez	Associate Project	\$140	\$242,000
	Manager		

Note: City-approved Mileage and Expenses will be billed as incurred with no additional markup

Again, I would like to thank you for utilizing Project Partners' services and as always, should you have any questions or desire additional information, please do not hesitate to call at any time. We look forward to providing excellent services for you and your staff.

Sincerely,

Kimo Look, P.E. Project Partners

CITY OF GARDENA CONSULTANT AGREEMENT WITH PROJECT PARTNERS, INC

This Agreement is entered into this <u>10th</u> day of <u>September, 2024</u>, by and between the **City of Gardena**, a municipal corporation ("City") and **Project Partners, Inc,** a CA Corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

- 1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
 - A. Whereas, City is desirous of obtaining the as-needed professional on-call consultant services in the following category or categories:
 - Staff Augmentation
 - Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
 - C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
 - D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

- TERM OF AGREEMENT. This Agreement shall commence upon execution and shall continue until September 9, 2027 (3-yr term), with an option to extend for one additional two-year at City's discretion, unless earlier terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in

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

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

and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

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

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

- A. <u>Amount</u>. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee schedule set forth in Exhibit B. Consultant's total compensation shall be based on each proposal the consultant submits and the City accepts for the services requested on a particular project.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. <u>Expenses</u>. Consultant shall not be entitled to any additional compensation for expenses.

11. INSURANCE REQUIREMENTS.

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

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

- B. <u>Insurance Company Requirements</u>. 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. <u>Coverages, Limits and Policy Requirements</u>. Consultant shall maintain the types of coverages and limits indicated below:
 - 1. <u>Commercial General Liability Insurance</u> a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, 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. <u>Commercial Auto Liability Insurance</u> a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
 - 3. Worker's Compensation and Employers Liability Insurance a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
 - 4. Professional Errors & Omissions ("E&O") a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.

- 5. <u>Policy Requirements</u>. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
 - a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
 - b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
 - d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
 - e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. <u>Deductibles</u>. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of

- losses and related investigations, claim administration and defense expenses.
- F. <u>Verification of Compliance</u>. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- G. <u>Termination for Lack of Required Coverage</u>. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
- H. <u>Non-Limiting</u>. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.
- 12. INDEMNIFICATION. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity and defense shall be limited to the extend required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence,

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

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

- 16. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.
- 17. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.
- 18. **CONFIDENTIALITY CLAUSE**. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal ("Confidential Information"). Confidential Information includes, but is not limited to. names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

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

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

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

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

- 19. NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES. Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.
- 20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
- 21. COMPLIANCE WITH LAWS. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
- 22. CONFLICT OF INTEREST AND REPORTING. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
- 23. NON-DISCRIMINATION. Consultant covenants there shall be no discrimination

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

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

To City: City of Gardena

1700 West 162nd Street Gardena, California 90247

Attn: Allan Rigg

Director of Public Works/City Engineer

To Consultant: Project Partners, Inc.

23195 La Cadena Dr, Suite 101

Laguna Hills, CA 92653

Attn: Kimo Look

Principal

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

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

that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *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 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

- 30. MAINTENANCE OF RECORDS. Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:
 - A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
 - B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
 - C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
 - D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.
- 31. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 32. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.
- 33. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
- 34. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
- 35. ATTORNEY'S FEES. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover

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

- 36. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.
- 37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.
- 39. **ELECTRONIC SIGNATURE**. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will 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, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

CITY OF GARDENA	CONSULTANT – Project Partners, Inc
tasha Cerda, Mayor	Markiva Raissdana
Tasha Cerda, Mayor	Name
ATTEST:	Markiva Kaissdana <u>Sign:</u> Title: CFO
Mina Semenya	Kimo Look
Mina Semenza, City Clerk	Name
APPROVED AS TO FORM:	Line Loop
Common Manual City Attarnay	Sign: Eximo Look Sign: Title: President
Carmen Vasquez, City Attorney	

Exhibit A Request for Qualifications (RFQ)





CITY OF GARDENA PUBLIC WORKS DEPARTMENT

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

GENERAL CIVIL ENGINEERING DESIGN, CONSTRUCTION
MANAGEMENT & INSPCTION, TRAFFIC ENGINEERING,
ARCHITECTURE AND LANDSCAPE ARCHITECTURE,
GEOTECHNICAL ENGINEERING/GEOLOGY AND MATERIAL
TESTING, AND STAFF AUGMENTATION
ON-CALL PROFESSIONAL SERVICES:

MAY 2024

Memoranda:

Qualifications Due: **Thursday, June 13, 2024, 2:00 p.m. PST.** City of Gardena Public Works Department: (310) 217-9568

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SECTION I

NOTICE OF REQUEST FOR QUALIFICATIONS

On-Call Professional Engineering, Architecture, and/or Landscape Architecture Services

NOTICE IS HEREBY GIVEN that the City of Gardena is requesting Statements of Qualifications (SOQ) from professional engineering, architecture, and/or landscape architecture consulting firms to provide on-call services related to our Public Works Capital Improvement Program and General Engineering. The work will be assigned on an as-needed basis for various projects in the City.

The Request for Qualifications (RFQ) provides information on the City of Gardena, the required scope of services, the consultant selection process, and the minimum information that must be included in the RFQ response. Proposals will be evaluated based on the overall best value to the City, considering factors such as quality, service, price, and any other criteria outlined herein, including but not limited to, the proposer's ability to meet the requirements, qualifications, and competencies set forth in the RFQ.

The Request for Qualifications (RFQ) can be obtained at http://www.cityofgardena.org/rfps/

Questions regarding this RFQ shall be directed to Kevin Kwak at (310) 217-9643 or kkwak@cityofgardena.org.

BACKGROUND

The City of Gardena is located in the South Bay region of Los Angeles County, California, and was incorporated on September 11, 1930, as a general law city. It operates under the Council-Manager form of government. The population is approximately 62,000, occupying approximately six (6) square miles. It is primarily built-out, with a few remaining undeveloped parcels and a 9.4-acre wetland preserve, Gardena Willows Wetland Preserve. Gardena is bordered by the cities of Torrance, Hawthorne, Carson, Los Angeles (L.A.), and the County of Los Angeles, including their unincorporated areas.

The Gardena roadways are divided into three (3) major street classifications: Arterial (26.8 Centerline miles), Collector (28.7 centerline miles), and Local (57.5 centerline miles). Combined, the entire network consists of 113 centerline miles of streets with a weighted average PCI of 81.

The existing city-owned wastewater collection system comprises approximately 89 miles of gravity collection system pipes ranging from 6 to 12 inches, approximately 2,080 manholes, and one lift station and its associated force main. The collection system pipes within the City discharge to the LACSD interceptor at over 100 locations.

The existing stormwater collection system consists of approximately 29 miles of gravity pipe system (City SD = 12 miles & LA County SD = 17 miles) and 795 total catch basins (City CB = 216 & LA County CB = 579). The collection system pipes within the City primarily discharge to the Dominguez Channel.

Lastly, note that Gardena's water system is operated and maintained by Golden State Water.

The City has six (6) parks with community buildings, two gymnasiums, and a parkette. Additionally, the Gardena Wetland Preserve is situated next to Johnson Park. The City is currently constructing a new pool and senior center community center. Furthermore, the newly acquired Chase Bank Building on Rosecrans

Boulevard is slated to become a new Community Center, and Mas Fukai Park is in the construction document phase for improvements.

SUBMITTAL DEADLINE

Complete proposal/Statement of Qualification must be submitted no later than <u>Thursday</u>, <u>June 13</u>, <u>2024</u>, <u>at 2:00 p.m. PST</u>. Three (3) hard copies and one complete PDF copy (on CD or memory stick) shall be address to:

City of Gardena Public Works Department 1717 West 162nd Street Gardena, CA 90247-3778

Attn: Kevin Kwak, Assistant Public Works Director

The City currently anticipates conducting the selection process according to the following schedule, which is subject to revision. The City reserves the right to modify the schedule as needed.

May 9, 2024	RFQ Released
June 3, 2024	RFI Deadline
June 13, 2024	Proposal/SOQ Deadline
July 9, 2024	Staff Short List Selection
July 23, 2024	City Council Review/Approval

SECTION II

SCOPE OF SERVICES/SCOPE OF WORK

The City of Gardena would like the selected firms to provide professional on-call engineering, architecture, and/or landscape architecture services (including Construction Documents, PS&E, technical memoranda, research studies, plan checks, testing, etc.) for City projects to support the Public Works Department. The City intends to select between three and five (3-5) consultants for each respective service category, with the exception of only one or two consultants for Geotechnical Engineering/Geology/Material testing. However, the actual number of consultants selected may be subject to change based on the number of responses and qualifications.

The award agreements are to provide on-call services for a period of three (3) years. The agreements may be renewed at the City's discretion for up to two (2) additional years, subject to satisfactory performance during the initial three-year term. The initial three-year term is anticipated to commence in September 2024 and end in September 2027. The City encourages firms to submit qualifications for any or all parts of the key services listed below to be eligible for placement on the qualified on-call/as-needed list for each service category separately.

At the City's discretion, selected firms will be assigned projects based on their qualifications in relation to the project(s) scope of work, or requested to submit a proposal, on an as-needed basis for various projects in the city. **The City does not guarantee that successful firms will be provided with any projects**.

MINIMUM QUALIFICATIONS

Only those consultants with verifiable experience related to the services requested in this solicitation will be considered during the evaluation process. Consultant staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described in the scope. All personnel assigned to the work must possess appropriate certification or registration as required by state and local agencies.

SCOPE OF WORK

Selected firms will report to and operate under the direction of the City of Gardena Public Works staff to provide professional engineering, architecture, and/or landscape architecture services to the City. In general, the selected consultants will be expected to provide services and staffing for the following categories:

- General Civil Engineering Design
- Construction Management and Inspection
- Traffic Engineering
- Architecture and Landscape Architecture
- Geotechnical Engineering, Geology and Material Testing
- Staff Augmentation

Consultants may submit qualifications for one or more of the service categories requested; **however**, separate proposals and letter of transmittals must be submitted for each category.

GENERAL CIVIL ENGINEERING DESIGN

Provide complete design services for Capital Improvement Program projects. Example services include, but not limited to:

- Plan preparation for street improvements, repair, rehabilitation, or other related street improvements.
- Plan preparation for storm drain and sewer improvements, upgrades, modifications, extensions, repair, or rehabilitation.
- Preparation of hydrology and hydraulic analysis and reports.
- Preparation of WQMP's, SWPPP's or related NDPES documents/reports.
- Geotechnic engineering and material testing as needed.
- Preparation of project technical provisions.
- Preparation of detailed cost estimates.
- Perform mapping and prepare legal descriptions for right of way acquisitions, easements, etc.
- Provide design and construction surveys.
- Provide construction assistance.
- Coordination with, and approvals from other permitting agencies and utility companies.

CONSTRUCTION MANAGEMENT AND INSPECTION

Provide complete construction management and inspection services for CIP, including park renovations, and facility construction/ modifications/ modernizations. Including, but not limited to:

- Coordinate and lead project construction meetings.
- Lead all meetings during the construction from pre-construction to final closeout.
- Provide and maintain project files/documents per City template.
- Provide and supervise construction observations/inspections for CIP projects such as streets, sewer, storm drain, parks and facilities.
- Provide construction inspection services in grading, street improvements, drainage, SWPPP/erosion control, paving, sewer, water, and franchise utilities.
- Provide public contract administration (i.e. CCO, Daily logs/report, Weekley Statements, Notices, labor compliance/enforcement).
- Provide utility company coordination.
- Provide labor compliance/enforcement as needed.
- Assure contractor to maintain a set of as-built plans.
- Schedule the final walk-through inspections and prepare a "punch-list".
- Collect and review the Certified Payrolls as needed.
- Assume contractor to obtain all necessary permits.
- Provide constructability review, quantity take-off and cost estimates as needed.

TRAFFIC ENGINEERING

Provide traffic design engineering and/or study/analysis services for signal and signing, striping, grant writing, and all related services, including but not limited to:

• Improvements associated with traffic signal design.

- Preparation of signing, striping, signal modifications, detour, and traffic control design
- Preparation of special traffic studies
- Conducting signal synchronization studies (before and after synchronization travel time), utilizing HCM method for LOS, as well as Los Angeles County standards.

ARCHITECTURE AND/OR LANDSCAPE ARCHITECTURE

Provide architecture and/or landscape architecture professionally services for public facilities. Including, but not limited to:

- Provide conceptual design, master plan, feasibilities study and envelope evaluations.
- Renovation and/or expansion of existing public facilities.
- Preparation of landscape/planting plans and irrigation.
- Parking lot and hardscapes improvements.
- Playground layout and play structure design/upgrade.
- Preparation of project special provisions and technical specifications
- Provide cost estimates.
- Provide constructability review and construction support.

GEOTECHNICAL ENGINEERING, GEOLOGY AND MATERIAL TESTING

Provide complete design, construction, or assistance services for City improvement projects and/or investigations. Services include, but are not limited to:

- Complete soils investigation and preparation of Geotechnical Engineering reports and studies, such as pavement design, grading requirements, retaining wall parameters, slope stability analysis, sinkhole/voids investigation and analysis, etc.
- Laboratory work related to all aspects of Geotechnical Engineering.
- Provide construction inspection for items such as asphalt concrete, aggregate base, and concrete placement during construction, grading excavation, and backfill.
- Provide testing services such as field compaction and laboratory testing of soils, aggregates, asphalt, and concrete.

STAFF AUGMENTATION SERVICES (Firms may submit only for positions or service they provide.)

Provide qualified and available personnel to provide professional staff augmentation services and/or backfill various positions and classifications within the Engineering Division on short notice. Positions include but are not limited to: Engineer(s), Permit Technician(s), and Inspector(s) and perform duties as an "Acting" City representative. Positions may require personnel reporting to City offices.

Immediately the City plans to augment one (1) Associate, Civil, or Senior Civil Engineer based on the qualification and best fit for the City. Other categories of augmentation services are not currently needed, however will be requested as needed.

Sample duties include, but not limited to:

• Engineer(s) general requirements (Identify an Engineer with resume and proposed classification; Associate, Civil, or Senior Civil Engineer) -

- Able to work minimum 20 hours per week or more. The City is open to accepting fulltime services as well.
- Perform mathematical computations and estimates.
- Simultaneously handle several tasks and continue to reestablish priorities.
- o Communicate clearly and concisely with others, orally and in writing.
- Ability to establish and maintain effective team relationships with all internal and external customers.
- Able to operate Microsoft Office and AutoCAD.
- Able to perform in indoor and outdoor environments with exposure to the elements.
- May be required to pass a security/background check and a drug test prior before providing any services to the City.
- Must maintain a valid California Drive License.
- You may be required to work more than 40 hours a week and/or work irregular hours, particularly during emergency situations.
- Typical working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. or 9/80 schedule from 7:30 a.m. to 5:30 p.m.
- Civil and Senior Engineer positions require a California Professional Civil Engineering license.
- May be required to arrange for the City to interview a candidate, at the Consultant's expense, for a period of up to one (1) hour.

Typical Responsibilities – The staff will be under general direction of Engineering Division Manager, performing and overseeing various CIP projects from preliminary design to final construction. Examples of duties and responsibilities are as follow:

- Prepares RFP/RFQ for design and Construction Management and Inspection (CMI) services.
- Prepares and/or oversees design Plans, Specifications, & Estimates (PS&E).
- Prepares and leads project bid processing, writes council agenda report, and executes contract.
- Oversees CMI services.
- o Prepares Caltrans required submittals and coordinates review process (i.e. PES, E76
- o and Contract award packages).
- Performs minor drafting, computing, and checking field operations as related to the layout and construction of pavement, curbs, gutters, sidewalk, traffic, utilities and other CIP.
- o Performs LA Metro required project reporting, reimbursement process, etc.
- o Interprets and applies GREENBOOK, Caltrans Standards, City Standards, and other laws and regulations relating to CIP projects.
- Provide Permit Technicians to assist public at Engineering public counter (Not required to identify personnel at this time).
- Provide Construction Inspection services (Not required to identify personnel at this time), such as:
 - CIP projects such as street rehabilitation; sewer or storm drain improvements, facility modifications and improvements; park rehabilitation and improvements.
 - o Private development including paving, utilities, sewer, storm drains, paving, etc.
 - Repairs and improvements by private utility companies.

SECTION III

SUBMITTAL REQUIREMENTS

The Proposal package shall be organized and presented in a neat and logical format relevant to the services requested. Submittals shall be clear, accurate, concise, and comprehensive. There is no page limitation, however, excessive, or irrelevant material will not be favorably received.

The Proposal should be in the order below and include the following:

- Cover
- Cover Letter
 - Clearly indicate the on-call service category.
 - Express why Consultant is interested in the RFQ.
 - Include contact information for the person responsible for the Proposal and who will be the point of contract for the City.
 - Include any unique attributes or distinguishing characteristics which would be of value to the City.
 - o State if any addendums have been received and include in the Proposal.
 - o Statement regarding acceptance of Agreement and insurance requirements.
 - Letter shall be signed by an officer of the firm who is authorized to bind the firm to the contract. Include a statement to this effect.
- Firm Qualifications and Experience
 - Describe firm's background and experience.
 - Describe your firm's strengths.
 - State how your firm produces deliverables free of errors and how you will address erros
 if they occur.
 - o Include experience and technical competence of subconsultants.
 - Familiarity of regional grants/competitive funds (SBCCOG & LA Metro)
- Key Personnel and Experience
 - Experience and history performing directly for local agencies within the last five years.
 - o Include subconsultants if any.
- Organization Chart
- Similar Projects/Services
 - Brief description of the project scope, personnel involved and their roles, plus agency and contact information of agency Project Manager/Engineer.
 - Projects that the firm was the prime consultant and responsible for management of any subconsultants.
- References
 - Current contact information related to projects completed within the last five years.
- Fee Schedule
- Resumes

Note: All licensed professionals in 'responsible charge' working on City projects (Engineers, Architects, Landscape Architects, and/or Surveyors) are required to disclose all disciplinary actions against them, including any future actions. Please provide a copy of any disciplinary actions with the proposal submission. Additionally, provide a statement if there are no disciplinary actions.

SECTION IV

FEE SCHEDULE

A fee schedule should be included in the Proposal. This schedule should comprise a comprehensive list of positions and labor rates for all services provided by the prime consultant and all subconsultants. Rates should cover all necessary resources, including labor, equipment, materials, incidental reports, transportation, etc. Any percentage markup of subconsultant invoices shall be specified.

The fee schedule should remain fixed throughout the initial term of the Agreement unless formally amended by the City Council. Adjustment of the fee schedule can be negotiated if the City renews the Agreement.

The City is subject to prevailing wage laws, which apply to professional service providers and their subconsultants for whom the Department of Industrial Relations has established a wage determination. This includes, but is not limited to, Field Soils Materials Testers, Operating Engineers, Surveyors, and Building/Construction and Specialty Inspectors.

Prevailing wage requirements apply when a Consultant and/or Consultant Team is awarded a contract for a specific project, which is designated by the issuance of a City Purchase Order.

SECTION V

SELECTION/EVALUATION CRITERIA

The Proposals will be evaluated by City of Gardena Public Works Department staff. The evaluation criteria will include:

- Presentation, completeness, clarity, organization, and conformance to the RFQ content.
- Project Manager's experience related to the City's requirements and needs.
- Familiarity/Experience related to the South Bay Cities Council of Governments (SBCCOG), Los Angeles County Metropolitan Transportation Authority (Metro), and Caltrans project programs, funding opportunities, grant writing, and their requirements.
- Qualifications and resumes of staff members, subconsultants, and organization chart.
- Similarity of the firm's referenced projects completed within the last five years to the City's expected projects.
- Availability and depth of staff and resources to deliver quality products on schedule, including work on short notice and under time constraints.
- References.
- Fee schedule.

During the evaluation period, the City may conduct negotiations with the most qualified consultants. However, consultants should note that an award may be made without negotiations or discussions.

SECTION VI

GENERAL CONDITIONS

By submitting a Proposal, the Consultant represents that they have thoroughly examined and become familiar with the requirements of this RFQ and are capable of performing quality work to achieve the objectives of the City.

The City reserves the right to withdraw the RFQ at any time without prior notice. The City makes no representations that any Agreement will be awarded to any Consultant responding to this RFQ. The City reserves the right to extend the deadline for Proposals, postpone reviewing the Proposals for its own convenience, reject any and all Proposals without indicating any reasons for such rejections, and negotiate with any qualified consultant. The City does not guarantee that successful firms will be provided with any projects.

The successful consultant(s) and sub-consultants are required to obtain and maintain a City of Gardena business license and insurance. The license and insurance shall be maintained for the duration of the Agreement. A current business license is not a prerequisite for submittal of the qualifications.

The City is not liable for any costs incurred by the Proposers before entering into a formal agreement. Costs for developing the Proposal or any other such expenses incurred by the Proposer in responding to this RFQ and entirely the responsibility of the Proposer and shall not be reimbursed by the City.

The City is not responsible for Proposals which are delinquent, lost, incorrectly marked, sent to the wrong address, or sent by mail or courier service and not signed for by the City.

SECTION VII

AGREEMENT AND INSURANCE

The City's standard Professional Services Agreement is included in Appendix A. The Consultant will be expected to enter into the Agreement without substantive changes. Any changes will require approval by the City Attorney. If there are any exceptions or if there are no exceptions, a statement to the effect shall be included in the proposal as well.

The City's standard insurance requirements are included as part of the standard Professional Services Agreement included in *Appendix A*. The consultant shall procure and maintain throughout the duration of this Agreement.

SECTION VIII APPENDIX "A"

Gardena Standard Professional Services Agreement

CITY OF GARDENA CONSULTANT AGREEMENT WITH XYZ

This Agreement is entered into this _____ day of ______, 2024, by and between the **City of Gardena**, a municipal corporation ("City") and **XYZ**, a [state] [type of entity] ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

- 1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
 - A. Whereas, City is desirous of obtaining the as-needed professional on-call consultant services in the following category or categories:
 - General Civil Engineering Design
 - Construction Management and Inspection
 - Traffic Engineering
 - Architecture and Landscape Architecture
 - Geotechnical Engineering, Geology and Material Testing
 - Staff Augmentation
 - Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
 - C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
 - D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

- 2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City

all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

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

- 8. TIMING OF PERFORMANCE. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
- 9. MONITORING OF CONSULTANT. Consultant's performance of this Agreement shall be continuously monitored by the Public Works Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Public Works Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Public Works Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Public Works Director/City Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 2 above.

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

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

11. INSURANCE REQUIREMENTS.

A. <u>Commencement of Work</u>. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any

extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

- B. <u>Insurance Company Requirements</u>. 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. <u>Coverages, Limits and Policy Requirements</u>. Consultant shall maintain the types of coverages and limits indicated below:
 - 1. <u>Commercial General Liability Insurance</u> a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, 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. <u>Commercial Auto Liability Insurance</u> a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
 - 3. Worker's Compensation and Employers Liability Insurance a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
 - 4. Professional Errors & Omissions ("E&O") a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy

- shall be issued by an insurance company which is admitted to do business in the State of California.
- 5. <u>Policy Requirements</u>. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
 - a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
 - b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
 - d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
 - e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. <u>Deductibles</u>. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-

insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

- F. <u>Verification of Compliance</u>. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- G. <u>Termination for Lack of Required Coverage</u>. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
- H. <u>Non-Limiting</u>. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.
- 12. INDEMNIFICATION. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, to

the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity and defense shall be limited to the extend required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or misconduct of Consultant. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

paid by City for employer contribution and/or employee contributions for PERS benefits.

- 16. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.
- 17. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.
- 18. **CONFIDENTIALITY CLAUSE**. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

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

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

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

- 19. NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES. Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.
- 20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
- 21. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
- 22. CONFLICT OF INTEREST AND REPORTING. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this

Agreement.

- 23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
- 24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
- 25. ASSIGNMENT. Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
- 26. NOTICES. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena

1700 West 162nd Street Gardena, California 90247

Attn: Allan Rigg

Director of Public Works

To Consultant: XYZ

Address

XXXX, CA #####

<mark>Attn: Name</mark>

Tittle

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

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

own risk, until written instructions are received from City.

- 29. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *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 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 30. MAINTENANCE OF RECORDS. Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:
 - A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
 - B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
 - C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
 - D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.
- 31. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 32. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.
- 33. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
- 34. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

- 35. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.
- 36. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.
- 37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.
- 39. ELECTRONIC SIGNATURE. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will 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, email or

other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

CITY OF GARDENA	CONSULTANT – <mark>XYZ</mark>
Tasha Cerda, Mayor	Name
ATTEST:	Sign:
Mina Semenza, City Clerk	Name
APPROVED AS TO FORM:	
	Sign: Title:
Carmen Vasquez. City Attorney	

JUNE 4, 2024

PHONE (310) 217-9568

RFQ FOR ON-CALL PROFESSIONAL SERVICES

ADDENDUM 01

TO: ALL RFQ HOLDERS

ADDENDUM NO. 1, AS DESCRIBED BELOW, IS FOR THE USE OF CONSULTANTS SUBMITTING THE STATEMENT OF QUALIFICATIONS OR RESPONSES TO THE CITY'S REQUEST FOR QUALIFICATIONS. ALL CONSULTANTS SHALL INDICATE ON THE STATEMENT/PROPOSAL COVER LETTER THAT THEY HAVE RECEIVED THIS ADDENDUM NO. 1.

QUESTIONS & RESPONSES:

- 1. In regard to the subject RFQ Scope of Work for General Civil Engineering Design as shown on page 4, can you please confirm if the City would like us to include Geotechnical services as part of the Civil component as stated, since there is also a separate RFQ category for Geotechnical service on page 5? No, please submit a separate statement of qualifications if your firm is interested in providing services in the category of Geotechnical Engineering, Geology, and Material Testing. This category is intended for direct geotechnical services for the City. For General Civil Engineering Design, it is expected that the lead consultant will team up with your desired geotechnical consultant or your own qualified staff as needed to provide complete PS&E construction documents.
- 2. Can firms be both a prime consultant and a sub-consultant to another team in the same or different service category?

Yes, firms can be both.

- 3. Will the City allow the usage of the City's logo in the proposal materials? Yes, the City will allow the usage of the logo.
- 4. Can you specify how "Associate, Civil, and Senior Civil" Engineers are classified? Is it based on number of years of experience or other criteria?

You may reference the City of Gardena's job specifications as your minimum guideline: https://www.governmentjobs.com/careers/cityofgardena/classspecs. The specifications for the Senior Civil Engineer position have not been developed. Therefore, assume that the job responsibilities are similar to those of a Civil Engineer, but require a minimum of 8 years of experience, including managerial experience. As mentioned, these specifications are minimal guidelines and consultants are encouraged to propose additional qualifications or experience to provide a competitive proposal.

5. Can you please confirm if firms are able to just submit a proposal for the geotechnical engineering/geology and material testing services or require having a team with a construction management company in order to pursue this?

Yes, you may just submit a proposal/statement for the geotechnical/geology and material services.

- 6. Do you anticipate consultants to support and prepare grant applications?

 The City may request services under General Civil Engineering, Traffic Engineering, Architecture and/or Landscape Architecture as applicable.
- 7. You are requesting references in the Similar Projects/Services and the References sections. Can you please clarify what information you would like in each section since both sections are asking for client contact information?

The information can overlap; however, Similar Projects/Services should identify specific projects with scope descriptions, key personnel and their roles, project dates, etc., as mentioned in the RFQ. The Reference Section should identify the current contact agency, person, phone number, and email so the reviewer can perform the reference check if necessary.

END OF ADDENDUM 01

Exhibit B Statement of Qualifications (SOQ)



Proposa **Partners**



23195 La Cadena Dr. Suite 101 Laguna Hills, CA 92653

phone **949.852.9300** fax 949.852.9322



General Civil Engineering Design,
Construction Management &
Inspection, Traffic Engineering,
Architecture and Landscape
Architecture, Geotechnical
Engineering/Geology and Material
Testing, and Staff Augmentation
On-Call Professional Services

Prepared for:

City of Gardena

June 13, 2024



June 13, 2024

Mr. Kevin Kwak City of Gardena 1700 W. 162nd Street Gardena, CA 90247

Re: General Civil Engineering Design, Construction Management & Inspection, Traffic Engineering, Architecture and Landscape Architecture, Geotechnical Engineering/Geology and Material Testing, and Staff Augmentation On-Call Professional Services

Dear Mr. Kwak,

Project Partners is pleased to submit our qualifications for <u>General Civil Engineering Design</u>, <u>Construction Management & Inspection</u>, <u>Traffic Engineering</u>, <u>Architecture and Landscape Architecture</u>, <u>Geotechnical Engineering/Geology and Material Testing</u>, <u>and Staff Augmentation On-Call Professional Services</u> for **Staff Augmentation Services**. We are eager to offer these services to the City of Gardena as we have a great working relationship with the City and believe that we are the best firm to help the City complete its projects efficiently and cost-effectively.

Project Partners has a long history of delivering on-site staff augmentation services to municipalities across Southern California, with a specialization in providing senior engineers, project managers, and other technical roles. Over the past 28 years, we have made a name for ourselves for our specialized skills in finding the right on-call, as-needed staff to suit agencies' needs. We aim to demonstrate, in this submittal, why Project Partners should be the City of Gardena's top choice, starting with these points:

Working Relationship with Gardena: Project Partners has provided staff to Gardena for 4 years, and is therefore very familiar with the City's processes, staff, as well as the City itself. Our firm was first brought on in 2021 to provide a Senior CIP Project Manager. We presented the City with Frank Borges who was able to complete key projects such as the Vermont Avenue Street Improvement from Artesia Blvd to Gardena Blvd, the Budlong Ave from 135th St. to Redondo Beach and Halldale Ave from 135th, Crenshaw Blvd Street Improvements, Pedestrian Safety Improvement Projects, and Local Street Improvements. While the contract was initially supposed to be for just one year, the City ended up extending it to July 2024. Our familiarity with the City and its processes make us the ideal firm to provide staff augmentation services.

Seasoned Public Engineers: Our proposed staff include public retirees with decades of experience. Having served as senior staff and upper management for their respective Public Works departments, our proposed personnel have the exact skills needed to serve the City. While working on-site, they will be instrumental in pushing projects forward, managing people, and mentoring junior staff. As retirees, their technical expertise and communication skills translate to quickly jumping on any project and contributing with little-to-no ramp-up time.

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Expertise in Staff Augmentation: Unlike other consulting firms that attempt to do everything, we focus on what we do best: engineering staff augmentation for municipalities and public agencies. In the last 5 years alone, we have successfully secured and completed over 50 contracts providing contract staff to public sector organizations. Remarkably, more than 80% of our clients choose to work with us repeatedly - a testament to their confidence in our ability to provide the most qualified civil engineering, project management, and technical staff.

Compliance with CalPERS to Keep the City Safe: With increasing annual audits, it is crucial to hire a firm that understands pension rules and has a comprehensive operations and client training program. We at Project Partners prioritize respecting all CalPERS rules to help keep our clients compliant.

Affordable Billing Rates: Cost savings is one of many areas where Project Partners excels. Because we are specifically designed to provide staff augmentation services, we operate differently from most consulting firms. Our focus in technical contract staffing for public organizations substantially reduces our overhead costs. In contrast, our competitors' rates are much higher, charging as much as 50% more.

In conclusion, in today's dynamic and ever-changing environment, predicting future staff requirements can be challenging. Choosing Project Partners will allow the City to utilize all their resources to their full function while enjoying the resources of on-call seasoned staff, knowledge of and compliance with CalPERS, and cost-effective billing rates. Therefore, we are confident that we are the right fit for the City.

We are committed to complying with all terms and conditions of the RFQ, and Mr. Kimo Look, P.E. will be the primary contact for any questions regarding this RFQ response. He can be reached at (949) 852-9300 Ext. 103. We have read and received all RFQ and addenda information. All information in the submittal is true and correct. Our proposal and prices shall remain valid for a period of no less than 90 days from the date of submittal. Project Partners accepts the terms of the Agreement and insurance requirements.

We are eager to continue working with the City of Gardena by providing the same services that we currently provide to cities in every county of Southern California. We are confident that we can deliver excellent results for Gardena, and we welcome any questions or clarifications you may have. Please do not hesitate to contact us at your convenience.

Sincerely,

Kimo Look, P.E.

Principal

Project Partners, Inc.



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Leon Swain, P.E.	
Joseph Gnade, P.E.	
Fred Rubin, P.E.	
Construction / Project Manager Candidates	
Mark Komoto, P.E.	
Hany Henein, P.E.	
Antonio Shaibani, P.E.	

Indrawati Jones, P.E.
Associate Engineer Candidate
Henry Completo
Construction Inspector Candidates
Ken Higbee, P.E.
Eric Nunez
Permit Technician Candidates
Michelle Laurendine, E.I.T.

Daniel Han Omar Nassar, E.I.T. Ramiro Reveles



23195 La Cadena Dr. Suite 101 Laguna Hills, CA 92653

phone **949.852.9300** fax 949.852.9322

Section 1

Firm Qualifications and Experience



1

Firm Qualifications and Experience

1.1 COMPANY OVERVIEW

Project Partners was established in 1996 as a California Corporation. Since then, we have created a reputation for ourselves as highly skilled and cost-effective consultants and have become a leading provider of staff augmentation for Southern California cities and public agencies. In the last five years alone, we have fulfilled over 50 public sector contracts ranging from as-needed tasks to multi-million-dollar projects. Within specialization staff in municipal



augmentation, Project Partners excels in providing Engineers and other Technical Staff thanks to our seasoned candidates who possess effective communication skills, technical prowess, and decades of public sector experience.

1.2 WHY PROJECT PARTNERS?

While the City has its choice of firms to provide staff augmentation services, Project Partners is able to provide the precise services the City is seeking along with the following advantages:

- Previous Technical Services to the City of Gardena
- Over 25 Years of Providing Engineering Staff to Municipalities
- Highly Experienced Staff with Previous Experience with Cities
- Access to Experts Who Can Keep Your City CalPERS Compliant
- Cost-Effective Rates at a Fraction of Traditional Consultant Rates
- Large Pool of Highly-Sought-After Retiree Candidates

Because of our highly calibrated business model, we at Project Partners are uniquely positioned to offer such benefits to the City.



1.3 STAFF AUGMENTATION APPROACH

Our approach consists of finding the best quality candidates, most of whom are public retirees with decades of experience, and providing them to Gardena quickly, efficiently, and cost-effectively. We have an extensive database of experienced public sector candidates and are proud of our ability to provide staff tailored to our client's specific needs.

Additionally, our expertise in public sector engineering contract staffing substantially reduces our overhead costs, resulting in a significantly lower billing rate compared to traditional consulting rates. Most importantly, our dedication to following CalPERS Rules means the City will be protected in the event of an audit, which is much more likely given CalPERS recent calls for increases in member agency audits. Last but not least, our focused operations lends itself to timely service to the City, allowing our firm to respond to task order requests within five business days, and find and place staff at the City within 10.

Because we are proposing to provide staff augmentation services, which would not entail deliverables, we will concentrate on providing quality staff to help the City maintain and improve its services as opposed to providing deliverables free of error.

1.4 COMPETITIVE BILL RATES

Project Partners is incredibly cost-effective in multiple regards. Project Partners provides quality staff with not years, but decades of public sector experience. Our proposed staff includes skilled retirees that can fill many roles and complete a wide variety of tasks. We can ultimately complete a wide range of tasks needed by the City with fewer people and less cost.

Our rates are also a fraction of other consulting rates. Because we are specifically designed provide to staff. engineering we operate differently from most consulting firms. We have a very efficient and operation, focused therefore have substantially reduced overhead costs. In comparison. competitors' rates are much higher, charging as much as 50% more than what

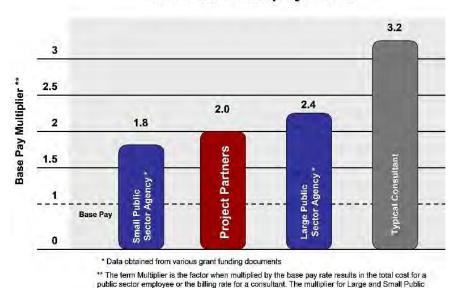




you'd pay if you worked with Project Partners. Our cost-effective bill rates also make it easier to have additional staff hours should the need arise - a common occurrence with highly technical projects.

Based on our calculations, Project Partners' rates are also on par with public agency rates. We came to this conclusion by collecting the rates submitted by public agencies to grant funding organizations. These rates, established by the agencies themselves, encompass the comprehensive cost (including all associated expenses) for their employees. Essentially, this is equivalent to a public sector billing rate. As shown on the following graph, Project Partners offers very comparable billing rates.

Project Partners Bill Rates are Comparable to Public Sector Employee Cost



1.5 KNOWLEDGE OF RELEVANT CODES

Laws and Regulations - Federal and state governments, as well as the legal system, are increasingly holding all construction professionals and the owner responsible for jobsite safety. Project Partners understands this trend and will recommend that certain requirements be placed into the contract documents in order to promote a safe work environment for all participants.

Sector agencies is the approximate average value.

The basic objectives of an adequate safety plan include provisions that address the following:

- Compliance with Cal/OSHA
- Safety and substance abuse
- Forcibly working in an unsafe work environment



 Employee/worker responsibilities for knowing and abiding by safety rules and regulations that are applicable to tasks

Not adhering to relevant rules and codes can interfere with project timelines and lead to project delays. Our proposed staff have at minimum 20 years of construction and project management experience, are well-acquainted with the relevant City, County, State, and Federal codes and procedures, and can confidently move projects forward by complying with all rules and regulations.

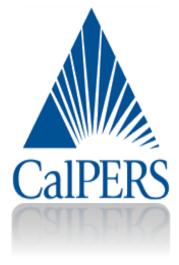
1.6 Calpers Compliance Keeps the City Safe

In addition to following the relevant codes, staff augmentation also requires knowledge of CalPERS.

As a provider of engineering staff to the Public Sector for over two decades, we know the biggest risk with contract engineering programs is CalPERS penalties and fines. Unlike design contracts where consultants are fully responsible for the

design, our embedded staff work very closely with staff to jointly make project decisions. Therefore, CalPERS compliance is a much bigger issue than professional liability due to Errors & Omissions.

Violating any of the myriad of CalPERS laws is a key concern for most Agency Risk Management Departments. This is particularly relevant today as CalPERS is increasing the number of audits it plans to conduct annually. CalPERS has also stated that having augmented staff through a consulting firm, or even working remotely, does not automatically provide the desired protection. It mandated that if there is a common law relationship between the City and the augmented staff, then CalPERS rules apply.



Therefore, it is critical when implementing a contract project management program that (1) the City be in complete compliance with CalPERS rules and (2) it hires firms that have tried-and-true procedures to keep the City safe. This is where Project Partners comes in. We offer a proven, workable solution for our clients:

- **Tracking Labor Laws** There are a multitude of complex labor laws that public sector contract staffing falls under. Because these laws are dynamic, our firm aggressively tracks any changes and legal interpretations.
- Adhering to Procedures Working with several labor law firms, we have developed comprehensive procedures for having contract staff in public organizations. These processes act as a guide for both contract staff and our



clients to remain within compliance.

- Understanding PEPRA Public sector retirees offer great staffing solutions due
 to their years of experience, but agencies are affected by Public Employee
 Pension Reform Act (PEPRA) regulations. We are well-versed in keeping both
 our retirees and our clients compliant under PEPRA's limitations.
- Documenting Compliance Our systems automatically identify and document proof of our staff following labor laws, including the specific areas where our clients and public agency partners are compliant. These documents are essential during CalPERS audits.

1.7 QUALITY CONTROL METHODOLOGY

At Project Partners, we apply the following approach to all our projects to ensure they are completed on time and within budget:

- Dedicated Client Services At our small business corporation, our staff have direct experience completing project goals in the Scope of Services that the City requests.
- **Efficient Scheduling** We prepare a schedule of the tasks needed to complete the Scope and deliverables, making sure to leave sufficient time for client review, comments, and other client processes, as well as stakeholder communications, review, comment, and discussion.
- Effective Communication When new information is discovered that affects the work, we immediately relay it to the client, and make decisions with the client on how to adjust the scope and schedule.
- Constructive Feedback In order to maintain our high standard of work, we request feedback from the client mid- and post-project to identify where improvements can be made.

1.8 SUMMARY

In summation, Project Partners is the clear choice for the City of Gardena because (1) we specialize in providing quality staff with decades of public sector civil experience, (2) our staff is ready to hit the ground running with proven professional expertise in compliance with CalPERS rules and regulations and (3) we have a considerable track record and affordable consultant billing rates. With a history of providing technical staff augmentation to municipalities, the City of Gardena among them, Project Partners is ready and capable of providing the staff augmentation services requested in this RFQ.



23195 La Cadena Dr. Suite 101 Laguna Hills, CA 92653

phone **949.852.9300** fax 949.852.9322

Section 2

Key Personnel and Experience



7 Key Personnel and Experience

2.1 DECADES OF PUBLIC SECTOR EXPERTISE

Project Partners understands that retired public sector professionals are an extremely valuable resource to public organizations like yours. As a result, we have launched a unique and powerful tool to recruit public retirees. Through our website, we have attracted more public retirees than any other local organization in our industry.

Why Our Retirees Are Invaluable:

Decades of Engineering Knowledge and Experience

When it comes to tackling the wide array of projects and problems that challenge engineering departments daily, there is no substitute for on-the-job knowledge and experience. Luckily, our retirees have this in spades.

Effective from Day One

With a deep understanding of the public process and an ability to problem solve, our retirees can enter each role and become productive with minimal ramp-up time.

Truly Flexible Resource

Our staff offers considerable flexibility in terms of schedule and location. As retirees, they can truly be an as-needed resource and are uniquely suited for projects with workload fluctuations. They are also able to work on short notice and under time constraints

We know that a strong, experienced staff makes successful projects possible. Our staff of public retirees have the experience, communication skills, and expertise to make your projects happen.



Decades of Public Sector Expertise

Experience is critical in consistently delivering successful projects. All our staff are proven professionals with decades of public experience.

Strong Communication Skills

Communication is essential in providing quality staff support services to our clients. All our staff are skilled in written & verbal communication.

Solid Technical Experience

Our senior staff possess the technical skills needed to deliver your new and ongoing projects. They all have expert knowledge in their fields.

In the following section, we will highlight our proposed staff's qualifications. All our candidates for Senior Engineer have at least 20 years of engineering experience and are registered professional civil engineers. We also provided a few candidates for Construction / Project Manager, all of whom have at least 30 years of experience in project management as well as professional engineering licenses. Likewise, our candidates for Construction Inspector are seasoned engineers with strong knowledge of the relevant codes and requirements, and our Permit Technicians have the appropriate education and training to address the tasks at the engineering public counter. Lastly, none of our proposed candidates have any disciplinary actions against them.

2.2 PROPOSED STAFF

We are confident that these individuals are the exact type of staff the City is seeking. Below is a table that briefly highlights our proposed staff:

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NAME	EXPERIENCE	NOTEWORTHY ATTRIBUTES	
SENIOR CIVIL ENGINEER			
AJITH PEIRIS, P.E.	40+	30+ Years Experience at LA Metro. Extensive Experience In Transit and CIP Project Management, Design, Construction, and Structural Engineering. Proficient In Preparing Bid Packages, Design-Build Specifications, and Cost Estimates and Evaluating Designs for Value Engineering and Cost Savings. Successfully Managed Projects Funded by ARRA (American Recovery and Reinvestment Act) and other Local and State Funding Sources	
LEON SWAIN, P.E.	34+	8 years of experience as City Engineer at the City of Santa Monica. Proven experience with Capital Improvement Project Management and extensive experience in working with local Municipal type.	



		Acquired \$33 million in transportation grants from Metro in 2007. Administered grants including: a \$7,778,795 State Proposition 84 grant, an L.A. County Open Space Grant, and an MWD Grant.
JOSEPH GNADE, P.E.	32	32 Years of Professional Engineering Experience with the City of Los Angeles Department of Public Works. Experienced in Plan Checking, Land Use Engineering, Public Infrastructure and Planning. Provided Project Management for Sewer Rehabilitation and Replacement Projects
FRED RUBIN, P.E.	29	Managed Environmental Issues, Solid Waste, Capital Projects, Land Development, Transportation and Flood Control Capital Improvement Projects. Retired Assistant Director of LA County Dept. of Public Works. Provided Oversight for \$2 Billion Budget Which Included 116 Different Sources of Bond and Non-Bond Funds
MARK KONACTO D.F.		CONSTRUCTION / PROJECT MANAGER
MARK KOMOTO, P.E.	42+	42+ Years' Experience in Field of Civil Engineering and 16+ Years Working in Public Works (Anaheim). Projects Experience in Planning, Directing, Supervising, & Controlling in All Aspects. Managed Federal Grants, Public Works Development Projects, and Fiscal Budgets
HANY HENEIN, P.E.	40+	Professional Engineer with Over 40 years of Experience Working With the County of Orange and Local Municipalities. Extensive Experience in Plan Check Reviews, Land Development, and Regulatory Compliance. Secured Grant Funds for the Capitol Improvement Programs.
ANTHONIO SHAIBANI, P.E.	35+	Senior Engineer with over 30 years of professional experience. Worked for 30 years with the City of Anaheim Public Works Department. Extensive experience in plan checking, design, and construction and strong knowledge of local and federal code requirements
INDRAWATI JONES, P.E.	30+	Senior Engineer With Over 30 Years Of Experience. Extensive Experience In Project Management. Proven Experience In Managing All Phases of Facility Projects, Public Sector Contracting and Procedures
		ASSOCIATE ENGINEER
HENRY COMPLETO	37+	Retired Engineer from City of Torrance. Reviewed Right-of-Way and Development Plans Submitted by Developers and Easements, Reservations and Dedicated Areas for Public Use. Experienced with City Development Standards, L.A. County and Caltrans Standards.



		Very Familiar Grading Plans, Parcel Maps, Deed Restrictions, Set- Backs and Land Descriptions.	
CONSTRUCTION INSPECTOR			
KEN HIGBEE, P.E.	41+	Senior Engineer with extensive experience in Public Works. Worked for 30 years with the County of Orange Public Works Department. Experienced in plan checking, design, and construction and strong knowledge of local and federal code requirements. Professional civil engineer and project management professional in California. Prepared a 15.5-million-dollar federal grant, HUD grant, and CDBG.	
ERIC NUNEZ	35+	Senior Engineer with over 30 years of professional experience. Worked for 30 years with the City of Anaheim Public Works Department. Extensive experience in plan checking, design, and construction and strong knowledge of local and federal code requirements	
		FDM ALT TECHNICIAN	
MICHELLE	3+	Certified Engineer-in-Training with 3+ Years of Academic Project	
LAURENDINE, E.I.T.	5+	Design. Designed Alternative Water Treatment Facility for the Salton Sea for WEF Design Competition. Proficient in AutoCAD, ArcGIS, Microsoft Office, MATLAB, R, Technical Writing, and Proposal Writing.	
DANIEL HAN	3	Bachelor's Degree In Mechanical Engineering From California Polytechnic University, Pomona Expected May 2024. Experience With Producing P&IDs And As-Built Drawings. Proficient In AutoCAD 2D/3D	
OMAR NASSAR, E.I.T.	2	Certified Engineer-in-Training with Experience in Supervising Public Works Projects Including Solid Waste Site Rehabilitation, Municipal Park Construction, and Roadwork. Skilled in Designing and Managing Sewer Networks and Ensuring Quality Control on Construction Sites	
RAMIRO REVELES	1	Bachelor's Degree in Civil Engineering From California State University, Long Beach. Familiar With Engineering Graphics Design, Fluid Mechanics, Hydraulics Engineering Design, Reinforced Concrete Design, and Foundation Engineering. Proficient With AutoCAD, Civil 3D, and Revit	

^{*}Full resumes can be referred to in the appendix. The proposed key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the contract shall be removed or replaced without prior written concurrence to the City.



2.3 **SUMMARY**

Our firm believes that it is people who make projects successful. That's why Project Partners is the ideal partner for the City of Gardena thanks to our expertise in staff augmentation, decades-long track record of success, and our senior staff who specialize in the engineering and technical services the City is seeking. We appreciate your consideration and hope to provide our unique staff with a contract for Staff Augmentation and On-Call Professional Services.



23195 La Cadena Dr. Suite 101 Laguna Hills, CA 92653

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Section 3
Organization Chart

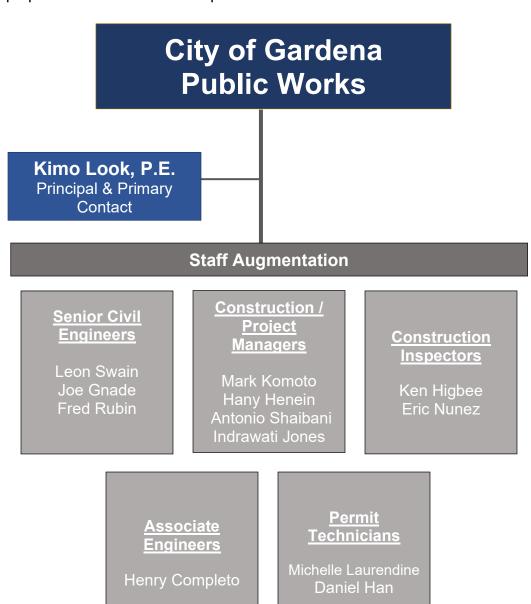


3

Organization Chart

3.1 STAFF AUGMENTATION STAFFING CONFIGURATION

Below is an organization chart demonstrating the point of contact and various proposed staff for each of the positions mentioned in the RFQ.





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Section 4
Similar Projects and Services



4

Similar Projects and Services

4.1 PROJECT SPECIFIC EXPERIENCE

Project Partners has years of proven experience providing effective and efficient staff augmentation support to public sectors throughout Southern California. In the following section, we will provide three relevant projects and services from the last five years:

1. City of Gardena- 3 years of Service

(2021-2024)

- a. Recently completed Contract providing:
 - i. Senior CIP Project Manager

2. City of Signal Hill- 8 years of Service

(2015 - 2023)

- a. In the past have provided:
 - i. Water Utility Engineer
 - ii. Sr. Level Water Systems Operator
 - iii. Water Operator Consultant
 - iv. Water Systems Consultant
 - v. Deputy Director of Public Works

3. City of Lomita- 3 years of Service

(2021-2024)

- a. In the past have provided:
 - i. Public Works Project Managers
 - ii. CIP Project Managers
 - iii. Right of Way Engineer



City of Gardena

The City of Gardena needed a Civil Engineer to assist them with ongoing critical projects, so they released an RFP for Temporary Engineering Staff Augmentation Services. Project Partners was selected and provided them with Frank Sanchez, a senior retired annuitant with over 23 years of experience in public sector capital improvement projects. During this time, Mr. Sanchez helped with projects such as the Vermont Avenue Street Improvement from Artesia Blvd to Gardena Blvd, the Budlong Ave from 135th St. to Redondo Beach and Halldale Ave from 135th, Crenshaw Blvd Street Improvements, Pedestrian Safety Improvement Projects, and Local Street Improvements. While the contract was initially supposed to be for just one year, they extended for an additional two years.

Contract Value for Services & Fees \$275,000

Contract Duration 2021-2024

Services Provided

- CIP Project Management
 - Scoping and Budget Development
 - o RFQ/RFP Development
 - o Design Consultant Coordination
 - Contract Management



Kevin Kwak Principal Civil Engineer 1700 W 162nd St, Gardena, CA 90247 (714) 738-6865 kkwak@cityofgardena.org

Project Management Services

• Frank Sanchez, P.E.

Staff Provided

Public Works Department

• Senior CIP Project Manager



City of Signal Hill

With increasing staff retirements and changing needs, the City of Signal Hill found itself needing various levels of support. Project Partners was first brought on in 2015 to provide a Deputy Director of Public Works for the City who supported the City for several months. This later evolved into a broader contract to provide Water Operations Support Services. Here we provided a Sr. Level Water Systems Operator, Water Operator Consultant, and Water Systems Consultant. Our staff were so effective that the City ended up renewing our original contract multiple times.



Contract Value for Services & Fees \$280,000

Contract Duration 2015-2023

Services Provided

Water Utility Management Services

- Water Operations Management Support
 - o Support on Water Quality Report
 - Water Operations Projects
 - Quarterly/Annually Water Quality Report Submission
 - Safety Training Program Development
 - Water Maintenance Project Operations
- Water Operations
 - Water Planning Service
 - Water Supply Evaluation
 - Masterplan Development and Maintenance
 - Water Use / Drought Management
 - o Treatment Process Assessment
- Water Systems Plan Review
 - Review and Redline Development Plans
 - o Hydraulic Report Evaluation
 - o Interdepartmental Plan Review Coordination
- Water Operator Support

Thomas Bekele Director of Public Works

2175 Cherry Avenue, Signal Hill, CA (562) 989-7355

tbekele@cityofsignalhill.org

Staff Provided

Water Utilities Department

- Water Utility Engineer
- Sr. Level Water Systems Operator
- Water Operator Consultant
- Water Systems Consultant

Public Works Department

• Deputy Director of Public Works



City of Lomita

With a small engineering staff and diverse project portfolio, the City of Lomita wanted a flexible solution to address its engineering and project management needs. They contracted with Project Partners to provide asneeded senior engineering talent with a broad range of expertise. Over the course of our multi-year contract, Project Partners supplied Lomita with various engineers and project managers, including Public Works Project Managers, CIP Project Managers, and a Right of Way Engineer. This collaboration enabled Lomita to successfully complete numerous projects and achieve its engineering department's goals.

Contract Value for Services & Fees \$529,000

Contract Duration 2021-2024

Services Provided

Public Works Engineering Services

- CIP Project Management
 - Scoping and Budget Development
 - o RFQ / RFP Development
 - o Design Consultant Coordination
 - o Contract Management
- On-Site Public Works Plan Check Service
 - o Review and Redline Development Plans
 - Code Interpretations / Develop Inquiry Response
 - o Interdepartmental Coordination
 - Right of Way Activity Management
- Development Permit / Counter Support
 - Building Permit Processing and Issuance
 - o Plan Review and Inspection
 - o Records Maintenance and Filing

Carla Dube Dillon
Director of Public Works
24300 Narbonne Ave
Lomita, CA
(310) 325-7110 x124
c.dillon@lomitacity.com

Staff Provided

Public Works Department

- Public Works Project Manager
- CIP Project Manager
- Right of Way Engineer



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Section 5
References



5

References

5.1 PROVEN TRACK RECORD IN PUBLIC SECTOR CONTRACTS

Providing support to public agencies is what we do. In the last 5 years alone, Project Partners has fulfilled over 50 contracts with cities for a total value of over 14 million dollars. Below is a table detailing 20 of our most recent contracts as well as the current contact information of the project manager.

Contracts for Public Works

Within the Last 5 Years

#	Agency	Contract Title	Amount	Contact Person
1	City of Santa Ana	Engineering, Technical,	\$3,500,000	Rudy Rosa - City Engineer
		and Administrative		(714) 647-3379
		Support		rrosas@santa-ana.org
2	City of Ontario	As-Needed Contract,	\$1,100,000	Scott Burton - General Manager
		Professional Engineering		(909) 395-2682
		Staffing Services		sburton@ci.ontario.ca.us
3	City of Anaheim	Temp Services Contract	\$1,000,000	Rudy Emami - Public Works
				Director
				(714) 765-5065
				remami@anaheim.net
4	City of El Monte	Engineering and Water	\$903,315	Leticia Ortiz - Senior Public Works
		Operations Support		Project Manager
				(626) 580-2022
				<u>Lortiz@elmonteca.gov</u>
5	City of Corona	On-Call Engineering and	\$750,000	Kenny T. Nguyen - City Engineer
		Professional Services		(951) 736-2201
				kenny.nguyen@coronaca.gov
6	City of Santa Ana	Engineering, Technical,	\$500,000	Rudy Rosa - City Engineer
		and Administrative		(714) 647-3379
		Support		rrosas@santa-ana.org
7	City of Corona	On-Call Engineering and	\$500,000	Kenny T. Nguyen - City Engineer
		Consulting		(951) 736-2201
				kenny.nguyen@coronaca.gov



8	City of Santa Ana	Engineering and	\$500,000	Rudy Rosa - City Engineer
		Technical Support		(714) 647-3379
9	City of San	Engineering Inspection	\$481,192	rrosas@santa-ana.org Greg Devinck - Director of Public
	Gabriel	and Technical Support	7-01,132	Works
				(626) 308-2825
				gdevinck@sgch.org
10	City of South Gate	Water Utility Engineering	\$430,000	Art Cervantes - Assistant City
				Manager/Public Works Director
				(323) 563 - 9567
				ACervantes@sogate.org
11	City of El Monte	Water Operations	\$310,000	Leticia Ortiz - Senior Public Works
		Support Services		Project Manager
				(626) 580-2022
				<u>Lortiz@elmonteca.gov</u>
12	City of Newport	Engineering and	\$300,000	Michael Sinacori - Assistant City
	Beach	Inspection Support		Engineer
		Services		(949) 6447-3342
- 10	01. 6.0	C. C. A	40=0 000	msinacori@newportbeachca.gov
13	City of Corona	Staff Augmentation	\$250,000	Kenny T. Nguyen - City Engineer
		Contract		(951) 736-2201
14	City of South Gate	Public Works Project	\$200,000	kenny.nguyen@coronaca.gov
14	City of South Gate	Management Services	\$200,000	Art Cervantes - Assistant City Manager/Public Works Director
		ivialiagement services		(323) 563 - 9567
				ACervantes@sogate.org
15	City of Fullerton	Professional Services	\$130,000	Stephen Bise – City Engineer
		Agreement Sr. Water PM	4200,000	(714) 738-6852
				stephen.bise@cityoffullerton.com
16	City of Encinitas	Principle Engineering	\$125,000	Jill Bankston - City Engineer
	,	Support Services		(760) 633-2839
				<u>Jbankston@encinitasca.gov</u>
17	City of San	Project Management	\$121,800	Greg Devinck - Director of Public
	Gabriel			Works
				(626) 308-2825
				gdevinck@sgch.org
18	City of San Juan	Temporary Engineering	\$120,000	Joe Parco – City Engineer
	Capistrano	Support Services		949-443-6353
				jparco@sanjuancapistrano.org
19	City of Santa	Project Management	\$115,000	Damon Letz – City Engineer
	Clarita	Support Services		(661) 255-4982
				dletz@santa-clarita.com
20	City of San	Staff Augmentation	\$95,000	Amir Ilkhanipour
	Clemente			(949) 361-6140
				IlkhanipourA@san-clemente.org



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phone **949.852.9300** fax 949.852.9322

Section 6
Fee Schedule



Project Partners Standard Rate Schedule 2024

City of Gardena

CLASSIFICATION	HOURLY BILLING RATE
Engineering	
Entry Level Engineer	\$120
Assistant Engineer	\$125
Associate Engineer	\$148
Senior Civil Engineer	\$161
Construction / Project Management	
Associate Project Manager	\$140
Construction / Project Manager	\$151
Sr. Project Manager I	\$161
Sr. Project Manager II	\$182
Sr. Project Manager III	\$192
Engineering Analyst	
Engineering Analyst I	\$88
Engineering Analyst II	\$99
Engineering Analyst III	\$109
Engineering / Permit Technician	
Engineering Tech/Analyst I (admin)	\$94
Engineering Technician II (Jr. Engineer)	\$99
Engineering Technician III (Assist/Associate Engineer)	\$115
Sr. Engineering Technician	\$125
Construction Inspector	
Construction Inspector	\$177*
GIS	
GIS Technician	\$109
GIS Analyst	\$125
Sr. GIS Analyst	\$135
GIS Administrator	\$156
Specialist Engineer	
Specialist Engineer I	\$182
Specialist Engineer II	\$198
Specialist Engineer III	\$208
Specialist Engineer IV	\$224

*Subject to state DIR prevailing wage requirements



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Appendix Resumes

Summary of Qualifications

Partners in Building Engineering Careers and Teams

Ajith Peiris, P.E.

Project Level

Senior Civil Engineer

Qualifications

- Senior Engineer With Over 40 Years Of Experience
- Over 30 Years of Experience at LA Metro
- Extensive Experience In Transit and CIP Project Management, Design, Construction, and Structural Engineering
- Proficient In Preparing Bid Packages, Design-Build Specifications, and Cost Estimates and Evaluating Designs for Value Engineering and Cost Savings
- Strong Written And Oral Communication Skills

Relevant Experience

LA Metro, Los Angeles, CA (Jun 1990-Jan 2021) Senior Director, Engineering

Supervised and Managed DS Consultants on Transit Projects, reviewed consultant's designs for compliance with Metro design criteria, code compliance, interfacing among various disciplines, constructability and public safety. Validated designs, coordinate design reviews and resolve comments. Prepared bid packages assisted in bid process, participated in PET work process and made recommendations for award.

Managed Transit Project Construction, supervised CMSS and Inspection services, conducted design and construction progress meetings, evaluated, negotiated and processed COs and Claims, evaluated and processed contractor payments, supervised commissioning and testing, ensured projects are delivered safely within schedule and budget. Developed scopes of work, prepared RFP for DS & CMSS services, participated in rediness reviews, PET made recommendations. Prepare and managed DS/ CMSS TOs. Supervised DS and CMSS staff. Evaluated and approved payments.

Prepared Design Build Specification and bid packages for Transit Projects. Provided support during project bid, evaluation and award phase. Reviewed and evaluated Design-Build packages for value engineering for cost savings. Reviewed construction work plans and made recommendations.

Assisted in the development of work plans, budget process, safety guidelines, maintenance requirements and operational needs for design projects. Incorporate lessons learned to improve safety, performance and efficiency.

Project Partners
Ajith Peiris, P.E.
Senior Civil Engineer
Page 2

Interacted extensively with Metro internal Departments and third Party Agencies including LA City, Caltrans, Fire Departments, LA County, LA DWP, LA DPW, LA City Council Offices, LA BOE, LA BSS, LA BSL, LA DOT, LA CAC, CA State Air resources Board, Water Board, Caltrans, Municipalities.

Projects Include:

- R2R: Reviewed overall Conceptual Design. Provided Civil/ Structural, Stormwater Management, Constructability, Overall Design Management Input during PE.
- Orange Line Electric Bus Charging Stations: DBB (Design Bid Build) DM (Design Manager) and CM (Construction Manager)
- Division 1 Master Plan: Design and Construction to be done in many Phases both with DB (Design Build) and DBB Provided DM and CM duties.
- British Rail: Designed railway bridges, tunnel structures, under- pass structures, overhead pedestrian bridges, railway tracks DB - DM and CM
- Division 3 Annex Building DB DM, CM
- Metro Blue Line: Division 11 Maintenance Building Expansion DB DM
- Metro Green Line: Aviation Station Site Improvements DBB DM
- Metro Red Line: Cut and cover tunnel structure (Wilshire/ Alvarado station cross over structure and station structure interface) – DM performed structural design for Sverdrup Corporation & MRTC
- Metro Red Line drainage enhancements at Civic Center and Mac Arthur Park Stations -DM.
- Metro Red Line: Division 20, 1 st Street bridge expansion by City of LA DBB provided Civil/Structural engineering support during bridge construction to safe guard Metro facilities and operation.
- East side Light Rail: Managed Civil design review and comments resolution.
- Metro Blue Line: Sound Wall at Wardlow station, DBB DM
- ARRA funded Transit Improvements. DB DM and CM.
- Division 4 LID Permeable Pavement DBB DM & CM
- 425Kw Solar to Electric Power Generation System DB DM & CM.

Ismail and Otova Structural Engineers, Marina Del Rey, CA (Oct 1983-Jun 1990) Project Engineer

DM on the Red Line Crossover structure at Wilshire and Alvarado Station – Metro Contract # A175.

DM on new designs, renovations, and modifications. Designed various types of buildings in Commercial, Residential, Industrial, Institutional type of buildings in steel, concrete, wood, CMU, tilt-up. completed projects within schedule and budget.

Prepared specifications and cost estimates. Wrote technical reports. Represented company and dealt with other Engineers and third parties. Supervised 2 Engineers and 2 Draftspersons.

Project Partners
Ajith Peiris, P.E.
Senior Civil Engineer
Page 3

Techna-West Engineering, Edmonton, Alberta, Canada (Jul 1981-Jul 1983) Project Engineer

Managed Design projects on industrial and commercial buildings. Coordinated with Architects, City and Fire Departments. Supervised 3 Engineers and 3 Draftspersons.

Dow-Mac Concrete Ltd., Stamford, England (Sep 1978-Jun 1981) Project Engineer

Managed Design Build contracts to provide alternate designs and construction to Railway bridges, tracks, cut and cover tunnels for grade separations. Supervised 2 junior Engineers and 2 Drafts persons.

Education

BS Middlesex University, London, England Civil Engineering, 1978

Professional Certification

State of California registered Civil Engineer - C 44903. State of California registered Qualified SWPPP Developer (QSD) - # 21015 State of California registered Qualified SWPPP Practitioner (QSP) - # 21015.

Summary of Qualifications

Partners in Building Engineering Careers and Teams

Leon Swain, P.E.

Project Level

Senior Civil Engineer

Qualifications

- City of Santa Monica's Director of Public Works/City Engineer, City of Palmdale's Interim Director of Public Works
- Licensed Professional Civil Engineer in CA
- Over 34 Years of Experience in the Public Works Sector
- Extensive Public Works And Capital Improvement Project Management Experience
- Strong Written and Oral Communication Skills
- Team Player

Relevant Project Experience

City of Culver City, CA (2020-2021) Interim Senior Civil Engineer

- Provided Interim Project Management Services for a number of projects including Washington Blvd. Stormwater Capture, Mesmer Pump Station Replacement, Transfer Station Push Wall and the APWA award winning Culver Boulevard Realignment & Storm Water Capture Project. The Culver Blvd. project was an \$18.3 million multibenefit project that improves traffic, pedestrian safety, bicycle mobility, and improves and maintains water quality by capturing runoff from 796 acres of watershed, treats and stores runoff in an eight-acre-foot underground reservoir, and filters and discharges a portion of the treated stormwater back into the storm drain system. Treated stormwater is also pumped and used as irrigation for the two-acre landscaped median.
- Administered various grants including: a \$7,778,795 State Proposition 84 grant which
 required quarterly reports to be submitted to the State Water Board along with
 reimbursement requests; an L.A. County Open Space Grant, and an MWD Grant.
- Assisted with the coordination of Utility Undergrounding District 11 on Sepulveda Blvd at Culver Blvd

Project Partners Inc., Assigned to the City of Long Beach, CA (2018-2019) Interim City Engineering Support Services

Project Partners Leon Swain, P.E. Senior Civil Engineer Page 2

- Provided general engineering and administrative support to the City Engineer and staff related to major and secondary street improvements, concrete repairs, new curb ramps and curb ramp repairs.
- Provided engineering administrative assistance for labor compliance, citywide bridge program, city standard plan development, and mobility projects.
- Assisted with the development of procedures for ADA curb ramp program, sidewalk program, labor compliance for public works projects, public outreach and advance construction notification, construction change order approvals, records retention, standard plans, standard bid documents, labor compliance and contract change orders.
- Represented the City on the MTA Streets and Freeways Committee, the California Mult-Agency Benchmarking Committee, Quarterly Ad-hoc Utility Coordination Meetings, and public meetings.

City of Palmdale, CA (2017-2018) Interim Director of Public Works

- Reported to the City Manager; managed comprehensive Public Works functions including a \$15 million operating budget and a \$132 million capital improvement budget.
- Responsible for various divisions including Administration, Engineering, Traffic Engineering, Program Management, Environmental and Maintenance with 100 department employees. Maintenance Division included: Facilities (64 buildings 418,000sf and 43 parking lots with 6,308 marked parking stalls), Landscaping (230 Assessment Districts with over 210 acres and 10,575 trees, 4,758 street trees and 1,044 acres of vacant parcels), Parks (22 parks with 588 total acres, 3 pools and a Community Water Park), Fleet, Streets (508 street centerline miles, 560 linear miles of sidewalk and 9 bridges), Traffic Signals, Signage & Markings (130 Traffic Signals, 14,500 traffic signs & 2,500,000 sf of markings & 36 miles of fiber optic cable), Sewer (393 miles of sewer mains & 8,433 manholes), Recycled Water (10,570 linear feet) Street Lighting, Transit Amenities (129 shelters & 187 benches, GIS & Drainage (267 drainage basins over 110 acres) and Vehicles & Equipment (~500).
- Prepared an Infrastructure Sustainability Report which provided an overview of the
 City's current significant public infrastructure assets and included information regarding
 the resources currently invested, key maintenance challenges & recommendations for
 pursuing the ultimate goal of maintaining this infrastructure in a state of reasonable
 good repair for the long-term benefit of the community and to promote resilience,
 economic sustainability and community pride.
- Advanced the purchase of 17,901 streetlights from Southern California Edison.
- Served as Assistant Executive Director of the Palmdale Recycled Water Authority.

City of Santa Monica, CA (2008-2016; Retired in 2016) Director of Public Works/City Engineer Project Partners Leon Swain, P.E. Senior Civil Engineer Page 3

- Managed a large multi-service Public Works operation including 250 employees, with an operating budget of over \$60 million and a capital improvement program of over \$300 million (Divisions included: Administrative Services, Architecture Services, Cemetery, Civil Engineering, Permits & Inspection, Resource Recovery & Recycling, Street Maintenance and Water Resources (Water & Wastewater)
- Completed the reorganization of the former Solid Waste Management Division while renaming the division Resource Recovery & Recycling to better align the division name with its ultimate mission and pursuit of zero waste
- Implemented a citywide commercial solid waste collections program while demonstrating continuous improvement demonstrated by survey results for customer satisfaction
- Initiated a department-wide evaluation of services (APWA self-assessment) and implemented various organizational changes to improve services to reflect the best public works management practices including project delivery
- Obtained the Relinquishment of Lincoln Blvd. from Caltrans to establish local control along with \$2.1 million to improve the corridor
- Successfully led multi-departmental response and organized community meetings to address concerns regarding the use of public right-of-way which received national media attention and resulted in community consensus
- Provided skilled leadership in delivering many top caliber, award-winning public sector projects including multi-jurisdictional projects such as: the Expo Light Rail Line and Bike Path, Regional BBB Bus Stop Improvements and Regional Watershed Improvements; other projects included the Annenberg Beach House, park projects and public infrastructure projects including the Santa Monica Pier Renewal, Colorado Esplanade, California Incline Bridge Replacement, Idaho Trail Pedestrian Overpass, Palisades Bluffs Stabilization, Santa Monica Treatment Plant & Charnock Well Field Improvements, Ocean Park Complete Green Street, 20th & Cloverfield, as well as projects related to streets, bike lanes, sidewalks, alleys, street lighting, traffic systems, drainage systems, water and wastewater improvements and Airport improvements including runway, parking, fencing & lighting
- Significantly improved customer service and processes in the Land Development section by considering the needs of those who utilize city services while 1) improving plan review response times, 2) increasing online services in lieu of counter visits, and 3) eliminating excess bureaucracy where possible
- Oversaw the development of the current program for submitting capital improvement project applications for review and ranking by the CIP Committee
- Received several APWA Best project awards (both national & regional)

City of Palmdale, CA (1989-2008)

Director of Public Works (2003-2008)

- Reported to the City Manager; managed comprehensive Public Works functions including a \$37 million operating budget and an \$88 million capital improvement budget
- Responsible for six divisions including Administration, Engineering, Traffic Engineering, Program Management, Environmental and Maintenance with 184 department

Project Partners Leon Swain, P.E. Senior Civil Engineer

Page 4

employees; Maintenance Division included: Facilities (42 buildings), Landscaping (207 Assessment Districts; over 145 acres), Parks (21 parks with 576 total acres), Streets (550 centerline miles) & Drainage and Vehicles & Equipment (~500)

- Acquired \$33 million in transportation grants from Metro in 2007 alone
- Initiated the national public works accreditation process through the American Public Works Association (APWA); Palmdale was the first agency in LA County to be accredited
- Developed an Integrated Regional Water Management Plan for the region as part of a regional effort involving 11 public agencies who approved the plan unanimously
- Department received approximately 50 awards during my tenure including Helen Putnam, APWA Best Projects, Air Quality & Use of Disabled staff

Deputy Director of Public Works (1994-2003)

- Reported to the Director of Public Works; managed a seven member Division of Program Management which completed more than \$200 million in city capital improvement projects
- Completed a strategic plan for the department resulting in many accomplishments, including:
 - Internalized street maintenance operations vs. contracting with LA County to improve services
 - Established and developed a new 12-acre City Maintenance Center to accommodate all City Maintenance staff and enhance operations
 - Successfully re-formed 95% of all (~200) landscape assessment districts within the City by conducting Proposition 218 votes
 - o Redeveloped Civic Center, including building a new City Development Services building, Courthouse & Cultural Center surrounding a new Civic Center Park
 - Constructed 12 city parks (~360 acres) including an outdoor amphitheater, water park, softball, baseball & soccer complexes, 2 pools, 2 gymnasiums, 2 skate parks, nature parks, equestrian parks, trails and an Airpark
 - Constructed first Environmental Collection Center in the Region
 - Developed the Palmdale Transportation Center for Metrolink & future High Speed Rail services
 - Established first City Traffic Operations Center & installed 50+ traffic signals
 - Developed citywide trails system
 - Constructed & renovated approximately 100,000 sf of City buildings including: City Hall, City Services Building, County Courthouse, Cultural Center, Playhouse, Library & numerous park buildings & office remodels

Associate/Senior Engineer (1989-1994)

- Reported to the Deputy Director
- Responsible for long-range planning for the department in the areas of drainage, solid waste, sewers and water supply
- Developed the City's first Solid Waste and Recycling Plan and Master Sewer Plan

Project Partners Leon Swain, P.E. Senior Civil Engineer Page 5

> Coordinated activities and funding of various water resource agencies in completing a groundwater basin study in partnership with the U.S. Geological Survey

City of Los Angeles, CA, Department of Public Works (1983-1989) Supervising Civil Engineer I

- Reported to one of five District Engineers within a County Department of 3,600 employees
- Managed, as Project Engineer, a six member staff in preparing plans, cost estimates and specifications for various infrastructure related projects for the County of Los Angeles
- Held four increasingly responsible engineering positions with the County Department of Public Works
- Prepared design plans and project specifications; updated standards; streamlined review processes and improved employee access to technology

Education

Graduate, University of California, Los Angeles (UCLA) Anderson School of Management Executive Program (certificate) September 2006 – April 2007

MPA California State University, Los Angeles, 1997

BS University of Maine
Civil Engineering, 1983
Member of Chi Epsilon - Civil Engineering Scholastic Honor Society

Professional Affiliation

Previous Board Member for the American Public Works Association – Southern California Chapter (2003, 2004, 2008, 2009)

Past-President American Public Works Association – Southern California Chapter, High Desert Branch (2003-2004)

Previous President (1997) and Board Member of the Professional Engineering Association of the Antelope Valley

Community Involvement

- AQUA 388 Home Owners Association Vice-President (2021-Present)
- Pacific Bay Towers Home Owners Association President and Board member (2011-2017)

Project Partners Leon Swain, P.E. Senior Civil Engineer Page 6

- Guest Lectured for Michael Dukakis Public Policy class at UCLA Luskin School of Public Affairs (2009)
- Westside Union School District Elected School Board Member (1991-1993)
- Highland High School Principal's Advisory Committee (2000-2003)
- Antelope Valley Union High School District Regional Occupational Program Joint Industrial Technology Advisory Committee (2001)
- Young Men's Christian Association (YMCA), Basketball Coach (1999)
- City of Palmdale Parks & Recreation Leagues, Basketball Coach (1994-1998)
- City of Lancaster Parks & Recreation Leagues, Basketball Coach (1999)
- American Youth Soccer Association (AYSO), Soccer Coach (1994, 1999)

Partners in Building Engineering Careers and Teams

Joseph Gnade, P.E.

Project Level

Senior Civil Engineer

Qualifications

- 32 Years of Professional Engineering Experience with the City of Los Angeles Department of Public Works
- Retired from the City of Los Angeles as of July 24, 2015
- Experienced in Land Use Engineering, Public Infrastructure and Planning
- Provided Project Management for Sewer Rehabilitation and Replacement Projects
- Strong Quality Assurance, Safety and Construction Skill Set
- Strong Communication Skills (Written And Oral)
- Good Team Player

Relevant Experience

City of Los Angeles, Department of Public Works (1985-2015)

2001-Present

Section supervisor for land use engineering; recommend public infrastructure requirements for tracts, parcel maps, conditional use permits, zone changes, zone variances, and site plan reviews; process final subdivision maps; represent the City Engineer at the City Council's Planning and Land Use Management Committee.

1998-2001

Project Manager for various relief sewer and sewer rehabilitation/replacement projects; supervise the design and construction management of sewer projects; prepare master schedules; update the Uniform Project Reporting System; assist in development and implementation of Bureau-wide Master Specification.

1992-1998

Project Partners

Joseph Gnade, P.E.

Summary of Qualifications

Page 2

Staff Civil Engineer to the Director of the Bureau of Contract Administration; develop and maintain safety program; update quality assurance procedures; represent the Bureau at subcommittees and task forces of the Standard Specifications for Public Works Construction.

1985-1992

Supervise sections responsible for: 1) planning and designing stormwater runoff control projects and programs; liaison with federal, state, and local water resources and flood control agencies; 2) coordination and management of consultant contracts for wastewater facilities; 3) procedural manuals, standard plans, and standard specifications.

1983-1985

Planning, designing, and construction engineering for storm drain and sewer projects; plan checking of private development public works improvements.

Education

MS California State University Long Beach, Long Beach, CA (1998) Civil Engineering, Minor Environmental area

Contract Management Certificate, UC-Irvine (1995)

Specialized Training

- Disaster Service Worker (2013)
- Sexual Harassment (2011)
- Work Place Violence (2008)
- Grievance Handling (2008)
- Subdivision Map Act (2007)
- Project Management (2004)
- Land Use Planning (2001)
- Microsoft Project (2000)
- Reengineering Federal Aid Transportation Projects (1996)
- AutoCAD (1996)
- GIS in Public Works (1996)

Professional License

Professional Civil Engineer, State of California, No. C40717

Partners in Building Engineering Careers and Teams

Fred Rubin, P.E.

Project Level

Senior Civil Engineer

Qualifications

- Professional Civil Engineer with Strong Public Works Project Management Experience
- Managed Environmental Issues, Solid Waste, Capital Projects, Land Development
- Provided Oversight for Construction, Permitting, Building Codes and Subdivision Standards
- Managed Transportation and Flood Control Capital Improvements
- Retired Assistant Director of LA County Dept. of Public Works
- Oversite of Operations and Capital Projects Management Experience
- Strong Communication Skills (Written and Oral)
- Good Team Player

Relevant Solid Waste Experience

County of Los Angeles Department of Public Works (2009 – 2010) Assistant Director

Negotiated numerous solid management contracts with over 100 haulers. Led
settlement negotiations with the State Waste Board and implementation of actions
that absolved the County of potentially millions in fines and a negative political
environment due to non-compliance with State mandates of AB 939. Presided over
Los Angeles County's most complex solid waste management system in the nation,
comprised of 11 Class III landfills, 13 inert waste landfills and over 60 materials
recovery transfer and processing facilities.

Project Partners
Fred Rubin
Senior Civil Engineer
Page 2

Other Relevant Experience

Management Consultant (2010 – present)

- Providing technical expertise and assistance to the Santa Monica-Malibu Unified School District. In collaboration with environmental contractor and the local community developing a plan for environmental testing and cleanup for the highly publicized problem of environmental contamination at Malibu High School.
- Providing technical expertise and assistance for private property owners to mitigate
 planning issues arising in the property design and development process, and assist
 owners of residential property to resolve permitting and construction issues
 associated with private property improvements.

County of Los Angeles Department of Probation (October 2010 – June 2013) Management Consultant

Provide consultant services for the following:

- Provided project management oversight and design for Security Enhancement Capital Projects totaling \$12 million to install and integrate modern security technology systems in very high risk juvenile detention facilities. Projects were completed on schedule and below budget.
- Assisted in the technical development and implementation of a videoconference program to be used in the Individual Education Program (IEP), Multi-Disciplinary Team (MDT) processes and AB109 offenders program at Probation camps and halls.
- Assisted Risk Management staff in developing and implementing solutions to prioritize risk reduction measures and improve corporate culture for reducing costs of return-to-work programs.
- Analyzed and improved the operation and management of equipment and fixed assets dispersed in over 80 area wide locations including all juvenile halls and probation camps.
- Developed a planning analysis for improvement of the fleet management system including in-house and out-sourced management of all fleet operations from vehicle acquisition to disposal in order to reduce overall transportation and staff costs.

County of Los Angeles Department of Public Works (2009 – 2010) Assistant Director

- Provided executive and administrative assistance to the Director of Public Works in the overall administration of the Department.
- Directed the engineering, fiscal, information technology and human resources functional units comprised of over 2500 employees.
- Assisted the Director in establishing Departmental policy within the scope of the Board of Supervisors' policy and legal requirements, directed its execution, and evaluated work accomplished.

Project Partners

Fred Rubin Senior Civil Engineer Page 3

- Assisted the Director in the development of changes in organization, staffing, work
 processing and management information systems to consolidate functions, increase
 effectiveness and efficiency, and reduce administrative costs.
- Directed emergency activities of the Department during storm periods and following disasters such as earthquakes, fires, and land and mudslides.
- Prepared recommendations for the adoption, enactment and amendment of County ordinances, resolutions and regulations, federal and State statutes and the County charter in order to provide effective and economical administration of the Department.
- Represented the Department Head before legislative bodies and other public and private organizations on matters related to Department activities and financing.

County of Los Angeles Department of Public Works (2008 – 2009) Deputy Director

- Assisted in the direction, management and administration of all phases of the Department. Formulated branch plans, policies, standards and procedures and directed the activities of the branch.
- Assisted in the preparation and administration of the Department budget and prepared the branch budget.
- Provided administrative oversight and support to engineering and administrative divisions such as Building and Safety, Environmental Programs, Land Development, and Waterworks Divisions with a total of over 600 positions consisting of engineers, field personnel, technicians, administrative and clerical support staff with a combined budget of \$300 million.
- Participated as part of the Administration team in providing emergency response, establishing policy and standards, collaborating and facilitating team building efforts, providing departmental leadership, supporting leadership transition, and working towards consistently fulfilling the Department's vision and mission.
- Represented the Department's administration in high level committees working collaboratively with the Chief Executive Office, Department of Regional Planning and other Departments to accomplish high profile projects such as Low Impact Development Standards, Green Building Ordinances, and the Plastic Bag Program.
- Collaborated with the Administration team to effect work unit consolidation and organizational efficiencies required due to declining operating revenues.

County of Los Angeles Department of Public Works (1990 – 2008) Assistant Deputy Director

- Functioned as the administrative and technical head of large divisions organized for accomplishing major departmental objectives and providing support to achieve the objectives.
- Directed the functions of engineering, administrative and operational units.
 Responsible for planning, assigning, directing and evaluating the work of subordinates in such areas as environmental programs, water resources,

Project Partners
Fred Rubin
Senior Civil Engineer

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geotechnical engineering, traffic operations, fleet maintenance, electrical and power, facility maintenance, warehousing and inventory

Professional Accomplishments

Construction and Development

Provided executive oversight for construction and development including issuing permits, enforcing building codes, ensuring compliance with proper subdivision standards, and managing small to medium sized capital projects for County Departments.

Transportation and Flood Control Capital Improvements
 Provided executive oversight for the planning, design and construction for Roadway and Flood control capital improvements in excess of \$100 million and maintenance of over \$400 million annually.

Security Technology/Detention Facilities

Provided direct project management oversight and design for Security Enhancement Capital Projects to install and integrate modern security technology systems in very high risk juvenile detention facilities. The projects totaling \$12 million were completed on schedule and below budget.

Green Buildings Program

Provided Departmental oversight in establishing policy on green ordinances including Green Buildings, Low Impact Development Standards, drought tolerant landscaping, building code and legislative activities. The ordinances provided for sustainable building practices for energy and water conservation and incorporated environmentally sensitive site planning, resource efficient building materials and superior indoor environmental quality.

- Climate Action, Sustainability, Energy, Environmental and Water Conservation Policy
 Provided Department oversight in County-wide multi-departmental sustainability
 teams tasked with managing all of the County's energy and environmental activities
 as they related to AB32 and other climate change programs compliance. This
 included a mission to establish policy on energy, water efficiency, water
 conservation, environmental stewardship and incorporates sustainability activities for
 fleet, transportation, land use, waste management, energy, and buildings.
- School Education/Environmental Education

Created and provided executive oversight for a model public outreach program for grades K-6 regarding source reduction and stormwater pollution prevention inspiring positive environmental action. Provided training and support to secondary schools, teachers and students for environmental education. Reached over 1000 schools and almost half million students over a two year period.

Project Partners

Fred Rubin Senior Civil Engineer Page 5

Fiscal Responsibility

Provided executive oversight assuring a fiscally sound and balanced financial system for the Department. Budget planning included all Fiscal, Budget Fund Management and Internal Audit functions for the Department and formulation and administration of the approximately \$2 billion budget which included 116 different sources of bond and non-bond funds.

Assembly Bill 811 State Mandate

Represented the Department of Public Works in the Los Angeles County AB 811 Program Committee to establish a Countywide energy efficiency financing program which included investigating and confirming program legality and financial feasibility, developing a financial analysis, creating a region wide program design and engaging regional stakeholders in planning and development.

Skills

- Operations Management
- Capital Projects Management
- Process Improvement
- Negotiation
- Strategic Planning

- Risk Analysis
- Fiscal Responsibility
- Cross Functional Team Leadership
- Organizational Development
- Municipal Government

Professional Certifications

- California Professional Engineer
- American Society of Civil Engineers

Education

- MS University of Santa Monica Applied Psychology
- BS University of California, Los Angeles Civil Engineering

Partners in Building Engineering Careers and Teams

Mark Komoto, P.E.

Project Level

Construction / Project Manager

Qualifications

- 42+ Years' Experience In Field of Civil Engineering
- 16+ Years Working in Public Works (Anaheim)
- Projects Experience In Planning, Directing, Supervising, & Controlling
- Managed Federal Grants, Public Works Development Projects and Fiscal Budgets

Relevant Experience

Project Partners, Laguna Hills, CA Assigned to City of Pasadena Project Manager

In accordance with the City of Pasadena's Capital Improvement Program for FY 2015/2016, two projects were funded (1) sanitary sewers repairs, and (2) CMP storm drain repairs. As a temporary contract employee, I developed plans, specifications, and estimated (PS&E) documents for the repair of sewers and storm drains based upon video maintenance logs, and the priority needs of the City. These documents were necessary for the City to publicly bid the two repair projects in February 2016. APWA Standard Plans, Greenbook Specifications, the City's title sheets/general notes, and broiler plate specifications were utilized in the preparation of the required documents.

Darnell Technical Services (DTS), Santa Ana, CA (3 Years) Project Manager (part-time)

> Manage transportation projects & proposals such as the California Hi-Speed Rail Project Proposal.

Anaheim Chapter Experience Unlimited (ACEU), Anaheim, CA (3 Years) Project Manager

Managed the Employer Outreach Committee for ACEU.

City of Anaheim, Anaheim, CA (16 Years)

Project Partners

Mark Komoto, PE

Summary of Qualifications

Page 2

Senior Civil Engineer and Associate Civil Engineer (ACE)

- Managed Street & Hydraulic Design staffs; selected and trained staff of 3 16 people.
- Developed fiscal budgets.
- Developed & administered RFP's.
- Managed the City's Capital Improvement Program (CIP).
- Established Special Assessment Districts for arterial highway, storm drain, & sanitary sewer facilities.
- Planned & coordinated engineering projects with in-house departments, private consultants, & other governmental agencies such as OCWD, OCSD, OCPF&RD, & Caltrans.
- Managed the Subdivision Section, Public Works Department for plan-checking private development plans and applying the State Subdivision Map Act & CEQA.
- Redesigned and constructed the Honda Center sanitary sewer system within 6 weeks prior to the next major public event.
- Managed the PMS Annual Report that was necessary for OCTA, State, & Federal grants. The PMS report set highway street priorities and the completed watershed area & sanitary sewer master plans (determined drainage & sewer deficiencies) for its CIP program.
- Managed CIP projects involving reconstructed & rehabilitated arterial streets, drainage, and sanitary sewers as Katella Avenue, Harbor Boulevard, Lincoln Avenue, Ball Road, & Santa Ana Canyon Road. All projects met design & construction budgets, schedules & qualified for grant funding.

Computer Skills

Utilized Microstation, AutoCad; Caltrans Highway Design Manual, Caltrans Standard Plans & Specifications (2010); APWA, AASHTO standards & specifications; CSI specifications; NPDES regulations

Professional Registration

Registered Professional Civil Engineer in California (#C 43403), Colorado and Arizona

Education

BS Colorado State University, Fort Collins, Colorado Civil Engineering

United States Army, Fort Carson, CO. Second Lieutenant, Combat Engineer Platoon Leader

Partners in Building Engineering Careers and Teams

Hany Henein, P.E.

Project Level

Construction / Project Manager

Qualifications

- Professional Engineer With Over 40 Years Of Experience
- 27 Years With The County Of Orange
- 10 Years With Other Local Municipalities
- Extensive Experience In Project And Construction Management, And Design
- Strong Written And Oral Communication Skills
- Team Player

Relevant Experience

Project Partners, Inc. (April 2023-June 2023) Water Plan Check Engineer

Assignment was staff augmentation in the county of LA Water Work Division/Development services (Senior Civil Engineer level). Plan checked all and any water facilities for the new developments or the existing ones for additional services which included: new transmission and distribution water lines, pump stations and water tanks both for their structure stability and hydraulic capacity, new water services, new fire hydrants, etc. After verifying the conditions of approval for the new developments established by Tract Maps, Parcel Maps, conditional use permits and single individual lots, verified/checked the legals for new easements/lots to be dedicated to the county by separate instruments (originally was not dedicated on the original Map), verified, and checked that all the development agreements were in place and their associated fees were paid. Clarified and interrupted the county standards, policies, and procedures to the county clients/engineers.

MNS Engineers (August 2022-November 2022) Structural Representative

Assignment was as a Structural Representative with Cal Trans. Reviewed and approved the Contractor submittals, RFIs, negotiated Contract Change Orders, interpreted the plans and the specifications to both the Contractor and the inspector for the project, prepared all the project files based on Cal Trans format, reviewed and approved progress payments, weekly statements, etc. and performed the technical inspection for certain technical elements of the project.

Project Partners
Hany Henein, P.E.
Construction / Project Manager
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Cannon Corporation (April 2021-August 2022) Senior Resident Engineer

Managed the construction projects for the Cities that are contracted with the company. These Cities include Gardena, Huntington Park, and Santa Ana. Acting as the Resident Engineer and the Construction Manager, planned and scheduled all the projects activities which included, material approvals, progress payments, negotiating and settling contract change orders and disputes, preparation of record drawings/As Built plans and organized and attended project progress meetings to keep the project on schedule and to monitor its cost for the City's budgetary considerations.

In response to the local municipalities advertised RFP's and RFQ's, wrote the firms proposals (in association with the marketing department) which included the companies experience to similar projects, proposed staffing based on the projected needs, pricing for the proposed services and the type of services to be provided.

Infrastructure Engineers (August 2016-January 2021) Construction Manager

Managed the Construction Division and the cities that the company served. Some of the cities served during this employment were Bell Gardens, Montebello, Huntington Park, Baldwin Park, Lynwood, and El Monte.

Acting as the Resident Engineer, the Project Construction Manager, and the City's Project Manager, planned and scheduled all the project activities which included material approval, progress payments, negotiating and approval of the Contract Change Orders, matched and dispatched the right inspector for the project needs, responded to all the requests for information for the project and monitored the Labor Compliance for the projects. Also supervised the administrative staff and organized all the project files based on the client requirements. Attended and processed the CalTrans auditing (when required) on behalf of the Cities. Said projects included Parks, Highways, Storm Drains, Traffic Signals, and Rehabilitations of existing Infrastructure for clients.

Also, QA/QC for some of the design projects, plan checked Grading Plans, Legal Maps, Hydrology Reports and Improvement Plans for new development. Checked and processed entitlement for new projects, approved and signed Legal Description, Tract Maps, Parcel Maps as the City's Surveyor and wrote the Conditions of Approval for new developments.

City of South Gate (March 2010-August 2016) Senior Engineer

<u>Capital Improvement Projects</u>: Active role in securing grant funds for the Capitol Improvement Programs. Supervised and managed all the City's consultants for both Design and Construction Projects including QA/QC the design plans, preparing the funding plans for the project, securing all environmental, regulatory, and other agencies permits. The Firestone Blvd. and Atlantic Ave Project also included rebuilding 2 Railroad Crossings and securing additional funds for it.

<u>Land Development</u>: As a licensed Land Surveyor, signed Tract and Parcel Maps, Legal Descriptions, Lot line adjustments, etc. Met with the developers and aided them through the process, discussed the Public Work conditions of approval prior to the Planning

Project Partners
Hany Henein, P.E.
Construction / Project Manager
Page 3

Commission meeting, initiated the conditions of approval for tract, parcel maps, Conditional use permits and Site plans. Calculated the bonds and their amounts, plan checked and inspection fees. I attend the Planning Commission meetings to introduce and discuss items. Also wrote the slate for the City's Conditions of approval and introduced new forms for bonds. Handled the Azalea and Cross Road Shopping Centers from their conception to building permits including their entitlements.

City of Riverside (November 2008-August 2009) Senior Engineer

Contract Administration - Upon the award of the project, documented the pre-construction condition of site to identify any potential problems for existing structure and facilities, identify potential problems that may arise during construction such as utilities etc. Organized and hosted the preconstruction meeting where all the identified problems were discussed with the contractor, utility companies' representatives etc. Upon the issuance of notice to proceed, reviewed, approved, and monitored the construction schedule, oversaw the construction, and provided technical support to the inspectors, monitored the project budget to avoid cost overrun and coordinate with the utility companies for the relocation of their facilities. Initiated, negotiated and approved contract change orders, as necessary. Coordinate the construction activities with other city departments, other agencies, and the citizens of our city.

Kept the chain of command in the loop, City Council members and their aides fully aware of the construction activities and prepared press releases for the project as necessary to keep the public informed about any unusual activities (no surprises to the public) such as construction at nighttime, street closures or switching traffic signals etc.

With the completion of construction, settled the account with the contractor, filed a notice of completion for the project, secured and transferred the record drawing (As Built) plans to engineering and wrote the council report for acceptance of the project and the release of the contractor retention money and bonds.

City of Corona (May 2006-November 2008) Senior Engineer

The primary duty included the attendance of both DPR and PRC meetings. In these meetings, provided guidance for the private developers for the city requirements regarding conditions of approval and fees to ensure a successful development and overall pleasant experience with the City. Reviewed and checked subdivision tract and parcel maps, lot line adjustment, map correction and easement deeds prior to their recordation. Responsible for checking engineering improvement plans, such as grading, street improvements, storm drain, water, sewer and reclaimed water and their related bonds to ensure proper inclusion of necessary public works and Department of Water and Power in private development to confirm to city standards and Riverside County Department of health requirements.

Also monitored the front counter where all City Permits and fees for both public works and Development Services were collected. Also handled all the annexations to the City from the County or private entities. Restructured the City's fee schedule for Development and attended items for the Planning Commission hearing.

Project Partners
Hany Henein, P.E.
Construction / Project Manager
Page 4

County of Orange (June 1979-March 2006) Chief Engineer

Started as an Engineering Aide and promoted to Section Chief Engineer. The following are the highlights of assignments with the county.

<u>Design</u>: Worked in several capacities in the design sections which included Flood Control, Highway and Road and the Bridge Section. Planned, organized, directed, reviewed and assigned workload to professional /technical personnel on staff. Prepared and oversaw the preparation of plans, specifications, cost estimates and contract documents for the Flood Control District Capital Improvement and maintenance projects.

Ensured the quality and cost effectiveness of contracted private engineering firms' services by developing and reviewing contract documents and agreements with consulting engineers. Monitored, reviewed and approved their construction plans for the project.

Both in-house or contracted design work required project coordination with contracted engineering firms, utility companies, surveying department, soil reports, right of way coordination, and other municipalities such as state and local agencies. Occasionally wrote cooperative agreements for Joint Venture projects.

All projects required coordination with the regulatory agencies to secure their permits. These permits included Cal Trans, local cities, Army Corp of Engineers, Regional Water Quality Control Board, Fish and Game, Coastal Commission, Air Quality Municipal District and Department of Safety of Dams.

Occasionally participated in the standard plan committee, stand specifications committee and reviewed and modified county standard plans and design manuals as deemed necessary.

Land Development/Development Services: Worked in several capacities in Development Services, some of the duties included planning, organizing, directing, reviewing and assigning workload to professional and technical staff. Reviewed and checked subdivision tract and parcel maps, lot line adjustment and easement deeds prior to their recordation. Responsible for checking all bonds for the tract and parcel maps and their related engineering plans and calculations for grading, street improvements, storm drains and other utilities to ensure the proper inclusion of necessary public works in private development conforming to county standards. Wrote and approved tract and parcel maps, conditions of approval. Coordinated conditions of approval with local municipalities, as necessary. Upon completion of the improvement plans, responsible to release all bonds for the improvements. Also approved landscape plans and became remarkably familiar with the subdivision code and map act.

<u>Construction</u>: Inspected public work and occasionally subdivision and permits under construction. Interpreted plans, specifications, standard plans to the contractor's personnel. Responsible for checking any submittal by the contractor which included false work calculation and drawing for bridges, shoring calculations and drawings, project schedules and payroll for the contractor's personnel on the site.

Other job duties included developing the 4 scale for bridges, review traffic control plans, controlling the quantity and quality of materials being used on the job site, kept daily log of

Project Partners
Hany Henein, P.E.
Construction / Project Manager

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the job, prepared monthly progress payments, wrote and negotiated contract change orders and prepared samples for material testing.

Some of the bridges inspected required developing the prestressing force and the sequence for the prestressing of the bridge deck. Also reviewed the shop drawing and the manufacturing of the steel structural elements for the Railroad Bridge.

Education

BS Civil Engineering

Professional Certification

Professional Civil Engineer, CA, No. 33090

Partners in Building Engineering Careers and Teams

Antonio B. Shaibani, P.E.

Project Level

Construction / Project Manager

Qualifications

- Retired Senior Civil Engineer With Over 40 Years of Experience
- Almost 30 Years of Experience at City of Santa Monica
- Extensive Experience With a Wide Range of Public Works Projects Including Capital Substructure Improvement and Municipal Infrastructure and Development Projects
- Expert in Project Coordination, Plan Review, and Permitting of Complex Public and Private Developments

Relevant Experience

MSR & Associates, Inc.

Professional Engineering and Land Development Consulting

As a consultant that specializes in providing professional civil engineering and land development consulting services for private developments as well as consulting services for municipalities in the South Bay area. Recent projects include several residential subdivisions, new SF and MF residential developments, and commercial projects in Santa Monica and the greater Los Angeles area. These projects involve preparation and processing of Topo-Boundary surveys, Tract/Parcel Maps, and preparation of hillside grading, drainage, SUSMP/LID, on- and off-site improvement plans for the new development projects.

City of Santa Monica (Retired)

Supervising Civil Engineer - Land Development and Technical Support (LDTS)

In charge of all activities and functions of "Land Development and Technical Support" (LDTS) team of the Civil Engineering Division. Solely responsible for review and processing of all tentative and final subdivision maps; ROW engineering including all street vacations, easement dedications, lot-line adjustments, review and approval of legal descriptions; and monitoring of numerous Development Agreements for compliance with the Public Works' Conditions of Approvals.

The LDTS team provided customer service at the public works counter; performed plan check services on all private development projects and related offsite improvements; and

Project Partners

Antonio B. Shaibani, P.E.

Construction / Project Manager

Page 2

processed utility excavation and wireless facility permits. Was also the City's coordinator on a complex "SCE Rule-20A" Utility Undergrounding District project.

Lead & Coordinating Engineer - Exposition Light Rail Transit Project (Phase II)

Responsible for all city plan reviews, coordination and permit activities on this second phase of the Expo Light Rail project through the City including existing condition assessment and future need projection of the City's infrastructures, extensive design reviews, coordination among various city departments, and negotiations with the Expo's Design-Builder for relocation and/or upgrade of all impacted city infrastructure, coordination of privately-owned underground utilities and sub-structures along the proposed corridor. Some of the City utilities that required upgrade and/or relocation included 8"-12" potable water mains; 10" recycled water main; 24" and 30" sewer mains; street light installations/conversion from high-voltage series to multiple circuit system; and other public utilities such as gas main, high- and low-voltage electric, and telecom facilities.

Project Manager

Green Street Improvement Program for the City's roadway Pavement Management System with annual budget of \$5-7M. Developed design plans, specifications and cost estimates for the annual street resurfacing projects, and through innovations and use of several environmentally-friendly construction methods, materials, and products embarked on a "Green Street Improvement" program that incorporated use of Asphalt Recycled Hot Mix (ARHM) for street pavement overlays, Rubberized Emulsion Aggregate Slurry (REAS) for street and parking lot slurry seals, High-Volume Fly-Ash in reconstruction of intersections in PCC, application of Portland Cement Pervious Pavement (PCPP) in construction of street gutter plates and use of 'Rubbersidewalk' panels around street trees with aggressive root system. This program was recognized by the American Public Works Association, and received the "Project of the Year" award in 2003.

Design Engineer and Construction Manager

Worked on many different projects with varying responsibilities in span of a decade. Directly responsible for design, construction management and inspection of the projects including:

- Annual Water Main Replacement Projects with an annual budget of \$1.5-3M for replacement of deteriorated and under capacity water mains throughout the city.
- Storm Drain Installation and Sewer Main Replacement Projects with varying annual budgets of up to \$3M.

Field Engineer

Performed Field-Engineering responsibilities on "Arcadia Water Treatment Expansion Project" in early 90's - with a budget of \$7M. This expansion project increased capacity of existing water treatment plant by lowering trichloroethylene (TCE) in city's water well supply to EPA acceptable levels. The project's main components consisted of installation of new baffle walls and aerators within the existing reservoir, construction of new GAC vessels, water softening and SCADA systems. Antonio provided construction observation and monitored project schedule, processed submittals and change order requests, maintained project files and record drawings.

Project Partners

Antonio B. Shaibani, P.E.

Construction / Project Manager
Page 3

Education

BS Bolton Institute of Technology, U.K. Civil Engineering, 1979

Professional Certification

Registered California Professional Civil Engineer, License No: 60904

University of California, Los Angeles Engineering Management for Construction, 1992

Professional Affiliation

American Public Works Association, Southern California Chapter American Society of Civil Engineers California Land Surveyors Association, Los Angeles Chapter

Partners in Building Engineering Careers and Teams

Indrawati Jones, P.E.

Project Level

Construction / Project Manager

Qualifications

- Senior Engineer With Over 30 Years Of Experience
- Extensive Experience In Project Management
- Proven Experience In Managing All Phases of Construction Projects, Public Sector Contracting and Procedures
- Strong Written And Oral Communication Skills
- Team Player

Relevant Experience

LA METRO, Westside Subway Extension (2013-Present) Resident Engineer

> Started work as Office Engineer for the utility relocation for the PLE, Section 1 five years ago. Responsibilities as an Office Engineer included handling submittals and requesting information. Performed the duties of a Project Manager. Continuously worked with LABOE, LADWP, utility companies and the Council office to solve construction issues to keep the project moving. Two years ago, moved from the PLE section I Utility Relocation project to help manage the future location of the 64 Maintenance Facility for the Purple Line Extension because of the complexity of the project and the many Los Angeles City political issues. Noted that the building design footprint was located on top of an active 90 inch Storm Drain. Requested that the location of the building to be moved away from the 90 inch Storm Drain because the City of Los Angeles would either not approve the plan, or Metro would be required to sign a revocable permit, thereby allowing the City of Los Angeles to demolish the building if they ever needed to repair or replace the 100 years old Storm Drain in the future. Assisted the designer in facilitating a new location by moving other smaller utilities to accommodate the new building. Continuously perform the role of Project Manager in solving multiple issue with LABOE, LADWP, utilities companies, the district Council office, and the Mayor offices.

City of Los Angeles, Bureau of Engineering (2000-2013) Project Manager

Project Manager for the construction of various bridges in the City of Los Angeles, managing design of the new Riverside Bridge, managing design and construction of the US-101 bridge Arts and widening, managing design of the State St. Bridge, and the

Project Partners
Indrawati Jones, P.E.
Construction / Project Manager
Page 2

Winnetka bridge widening. Management tasks included the coordination between Federal Agencies, Caltrans, LACMTA (METRO), DWP above and underground power line, DWP 40" waterline, Gas lines, telephone lines, cable lines, sewer, storm drain, street lighting, traffic signal, etc.), Railroad companies, Army Corps of Engineers, County of LA, and various communities. Also the Project Manager for the construction of the non-profit Proposition K funded projects, troubleshooter and liaison for Council offices projects and Mayor's office. Managed a total of 45 projects within the program parameter ranging from \$500,000 to \$60 million. Also experienced in managing projects by building good working relationships and trust from the President of the Board of Public Works, Commissioner Ruiz, and other Board members.

City of Los Angeles (1981-1993) Civil Engineer

Prepared six alignment alternatives and Class C estimates for the 710 Freeway Congestion Relief project at Valley Boulevard. Involved with Public Works projects such as 911 buildings at both locations, The Centinella Bridge, micro tunneling and tunneling sewer projects, B-permit on several projects, and advanced treatment for DWP to Harbor generation of salt water barrier. Responsible for calculating sewerage facility charges and Sewer Connection for public and assisted and answered customers' questions, and revised specifications for the installation and repair of Hollywood Walk of Fame Stars.

Interland Permai, Indonesia (1995-1998) Project and Construction Manager

President Director of Design and Build Construction Company with 10 employees. Managed consultants, subcontractors and fabricators on projects such as PDFCI Bank and Offices on 23rd – 27th floors at Jakarta Stock Exchange Building(JSEB), 3 Dharmala Banks in Jakarta,1 Dharmala Bank in Surabaya, 1 Dharmala Bank in Semarang, 2 Dharmala Banks in Ujung Pandang, Fashion Café in BNI 46 high rise building. Closed out the company due to political turmoil in Indonesia.

Jones Lang Wooton, Indonesia (1994) Senior Project Manager

A Senior Project Manager for an Australian Company to resolve several construction projects in Indonesia. Took over troubled Mall expansion project in its mid-term, brought it under control, created a new schedule and budget, and completed the project within the new parameters, managed the construction of Bank of America inside the JSEB, and partially managed the construction of Caltec Oil Company. Jones Lang Wooton is an Australian Company.

Education

- MS California State University Los Angeles Structural Engineering, 1990
- BS Tri-State University, Angola, Indiana (Honor Chi-Epsilon) Civil Engineering, 1979

Project Partners
Indrawati Jones, P.E.
Construction / Project Manager
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Professional Certification

California Professional Engineering License - C42340

City of Los Angeles Project Management Training Certificate - 2004

Public Works Project for Quality Assurance Compliance Training - 2000 Four months training program to inspect plans and specifications

City of LA Continuing Educational Classes - 1999-2013 Construction change order, scheduling, supervisor, AutoCAD, Microsoft programs, and Caltrans

Professional Skills

- Planning
- Design
- Supervision
- Construction
- Payments
- Negotiations
- Budgeting
- Scheduling
- Consultant/Contractor Selection
- Value Engineering
- Comparative Value/Cost Studies
- Selection of the Design and Engineering Teams

Partners in Building Engineering Careers and Teams

Henry Completo

Project Level

Associate Engineer

Qualifications

- Over 37 Years of Public Works Engineering Experience
- Retired from City of Torrance as Associate Engineer
- Reviewed Right-of-Way and Development Plans Submitted by Developers
- Experienced with City Development Standards, L.A. County and Caltrans Standards
- Very Familiar Grading Plans, Parcel Maps, Deed Restrictions, Set-Backs and Land Descriptions
- Currently Prepares Architectural, Structural Detailing and Development Plans
- He Reviews Easements, Reservations and Dedicated Areas for Public Use
- Strong Communication Skills (Written And Oral)
- Good Team Player

Relevant Experience

Project Partners, Inc., (January 2015 – June 2015)

Consultant / Projects Engineer - City of San Gabriel – Development Services Division

Preformed review of proposed major private development and subdivision projects (hotels, condominiums, industrial facilities, and mixed-used developments) for entitlement purposes (City Planning Commission approval) and compliance with CEQA, NPDES, SUSMP, LID, SWPPP, grading and erosion control requirements, tract/parcel map requirements, and standard public works details and specifications. Monitors and inspects approved projects for compliance with approved planning conditions and specifications during construction.

Attends Applicant Review Sessions (ARS) for proposed major development projects for entitlement review. Met and liaised with city planners, architects, engineering consultants, other public agencies for planning, review, and production of working plans and specifications.

Major Projects reviewed and plan checked:

- Proposed Crowne Plaza Hotel (252-room hotel) with multi-level underground parking garage and retail facilities at the ground floor.
- Proposed Commercial Building 500 E. Valley Blvd (3-story commercial building with 2-level underground parking structure).
- Proposed Mission Villas 130 S. Mission Drive (2-story residential/mixed-use building with underground parking
- Proposed Medical Buildings/Dialysis Center 237 and 402 Las Tunas Drive (2story medical/professional buildings at 2 separate locations).
- Proposed mixed-used residential/retail building 600 E. Valley Blvd. (3-story building with subterranean parking structure).

Project Partners, Inc., (September 2013 – October 2014) Consultant / Projects Engineer - City of Anaheim – Subdivisions and Development Division

Performed review of proposed major private development and Department of Public Works subdivision projects (hotels, condominiums, industrial City of Anaheim facilities, mixed-used developments, residential homes, etc.,) for entitlement, compliance with CEQA, NPDES, SUSMP, LID, SWPPP, grading and erosion control requirements, tract/parcel map requirements, and standard public works details and specifications. Monitored and inspected approved projects for compliance during construction.

Attended Applicant Review Sessions (ARS) for proposed development projects for entitlement review. Meets and liaise with city planners, architects, engineering consultants, other public agencies for planning, review, and production of working plans and specifications.

Performed plan check and review of engineering plans, hydrology, sewer, geotechnical, traffic studies of proposed developments. Assisted in the issuance of grading, right-of way encroachment permits, utility and excavation permits.

Gridgid Builders, Inc., (June 2010 – present) Self-Employed/Project site Manager/Businessman

Prepares architectural, structural detailing, and development plans. Preliminary and concept plans are outsourced to overseas design firms and final plan checks performed locally. Plan check work include structural steel details and site development plans. Specifications and cost estimates are prepared locally.

Represent client/owner in the preliminary discussions and review of development plans, permit procurement, neighborhood meetings, and compliance review meetings with land use and development

control agencies of cities/municipalities (development review boards, environmental planning commissions, and public works departments).

Site development plan preparation and checking includes: Review of property lines and names of owners of adjoining parcels, location, width and purpose of all existing and proposed easements, set-backs, reservations and areas dedicated to public use within and adjoining the property, description of all existing deed restrictions or covenants applying to the property, relationship to adjacent and nearby land uses, both public and private, existing and proposed traffic patterns, projected water supply, sewage disposal and similar service capabilities, grading and topography, landscaping and irrigation, pedestrian and vehicular Ingress and egress (access) and other internal circulation requirements, etc.,

Public Works Department City of Torrance, CA February 1989 - June 2010 (Retirement) Associate Engineer/Project Works Engineer/Plan Checker

Work with the Engineering Manager and Public Director for the development of Capital Improvement Projects (CIP) from project identification, preliminary design and engineering to actual construction and contract administration.

Review on-site and off-site (City R/W) development plans submitted by private developers and other government agencies (adjoining cities, LA County, CALTRANS) for compliance with the City's engineering, grading, and site development standards. Review of property lines and names of owners of adjoining parcels, location, width and purpose of all existing and proposed easements, set-backs, reservations and areas dedicated to public use within and adjoining the proposed project, description of all existing deed restrictions or covenants applying to the proposed project, relationship to adjacent and nearby land uses, both public and private, existing and proposed traffic patterns, projected water supply, sewage disposal and similar service capabilities, grading and topography, hydrology, landscaping and irrigation, pedestrian and vehicular Ingress and egress (access) and other internal circulation requirements.

Prequalification and selection of consultants; from soliciting Letters of Interest/Statement of Qualifications (LOI/SOQ's) and Requests for Proposals (RFP's) to actual price negotiations with engineering consultants.

Preparation of City Council Agenda Items for fund appropriations, advertisement for bids, award of contracts and Notice of Completions for public works projects.

Projects include: Street reconstruction, storm drains, water and sewer lines, parkway landscaping, parking lots, and other public works structures. Design/engineering, plan checking, contract administration of Federal Aid Urban (FAU) projects, Assessment Districts, and Los Angeles County Department of Public Works (LACDPW) funded projects.

Major projects involvement in capacity as Project Manager/Project Engineer:

Western Avenue Rehabilitation

- Pavement reconstruction, sewer and water main installation, traffic signals interconnects, sidewalk and driveways.
- Citywide Slurry Seals and Curb, Gutter and Sidewalk Program

Project Partners

Henry CompletoAssociate Engineer
Page 4

- Identification and reconstruction of City streets requiring rehabilitation using the City's Pavement Management System (PMS).
- Contract administration from bid processing to actual construction and completion.
- City-Wide Sewage Pump Station Upgrade
- Reconstruction of (6) sewer pump stations requiring rehabilitation and upgrade due to increased projected demand, dilapidated equipment, and absence of alarm/telemetry system. Project included construction of new wet and dry wells, Motor Control Center (MCC), installation of new pumps, and telemetry.
- Liaise with Sewer Maintenance Crew (ultimate end users/operators of proposed system) to gather design inputs and advise consultant of the end user's preferences, existing capabilities and training needs.
- Review consultants' proposed design alternatives for pump station structure
 configurations for wet- well and dry wells, pump and other equipment selection, and
 determination of appropriate alarm and status identifications (wet well levels, pump runs,
 seal breaks, intrusions, etc.) to be polled/reported by the proposed Supervisory Control
 and Data Acquisition (SCADA) and telemetry system.
- Contract administration from bid processing to actual construction and completion.

Carson Street Improvement Project

- One of the major CIP implemented by the City of Torrance. Recipient of Excellence in Operational Management Award from the State of California Department of Transportation (CALTRANS).
- Project included utilities undergrounding (power, cable and telephone) including Rights-of Way acquisition, water main and storm drain line construction, traffic signalization and traffic striping, and roadway landscaping.
- Preparation of Request for Proposals (RFP's) from engineering consultants. Reviews and recommends acceptance of consultants' proposals.
- Conduct neighborhood meetings and scoping sessions to incorporate residents' views and concerns into the design process.
- Supervise and provide consultants with existing data (traffic volume counts, topographic surveys, as-builts, utility checks, etc.) for the geometric design of the roadway improvement.
- Liaise and provide Appraiser/RoW Agent with existing information on properties
 where rights-of way takes are required. Coordinates with consultant, right of way
 agent, and homeowners for the whole right of way acquisition process including
 review of appraisal reports, statutory offers, negotiated settlements, and
 eminent domain proceedings.

Amie Avenue Retention Basin Upgrade (Slope Restoration and Pumping Capacity Upgrade project)

- Preparation of RFP'S and review of consultants' proposals. Supervised consultant
 for the design of the phased development, which included increasing pumping
 capacity output, construction of new force main, provision of new Motor Control
 Center (MCC), and connection into the City's SCADA system.
- Contract administration from bid processing, award, and project completion.

Prairie Avenue Water Main Replacement

Design and detailing of 12" DI Water line using CADD.

Contract administration from bidding process to project implementation and completion stage.

Seismic Retrofitting of Pedestrian Bridge Over Prairie Avenue

Design liaison, contract administration and inspection.

Parking Lot for Fire Station No. 1

Design for site development including pavement, blockwall, landscaping, and irrigation. Contract administration and inspection.

Structural Division Public Works Department Ministry of Development (May 1984 – May 1988) Civil/Structural Engineer

Reports to the Senior Structural Engineer. Perform structural calculations, design, drafting, and detailing of public works buildings and other structures. Liaise with consultants, architects, and other government agencies involve involved in the design process. Appraises contractor's progress of work for quality, conformity with Plans and Specifications, and accepted construction and engineering practice.

Major projects involvement with the Structural Division of the Department of Public Works (design, contract administration and inspection):

Wakaf-Majid Sungai Kebun (Holy Mosque at the River Garden) Site development and construction of steel- framed structure founded on 16" x 16" RC piles and built in the mouth of a river located in the capital city of Bandar Seri Begawan.

Ministry of Development Building (MOD) Building, Government Center Complex, Bandar Seri Begawan. Site development and construction of RC framed structure with shear walls at lift shafts and stairwells, founded on pre- stressed 300mm spun-concrete piles. (Structural design and detailing from ground to roof beams).

Rapier Missile Shellduck Storage Building Penanjong Cantonment, Brunei. Site development and construction of heavily reinforced concrete framed structure to be used as warehouse for British made short range ballistic missiles.

'C' Flight Hangars, British Garrison

Seria, Brunei. Site development and construction of steel- framed structure founded on 150mm oil rig rejected pipe piles. Wide floor clearance required for repair works on military aircrafts.

Prayer Hall for the Hassanal Bolkiah Institute of Education

Gadong, Brunei. Site development and construction of heavily reinforced concrete portal-framed structure with wide floor clearance.

Talipon Haus/ Jabatan Talipon (Brunei Telephone Company) Government Center, Bandar Seri Begawan, Brunei. Site development and construction of RC framed structure founded on 12" sq. precast concrete piles.

Sewage Outfall Structure

Muara, Brunei. 180 m. x 800 mm DIP long marine sewage outfall structure on reinforced concrete cradle and piles.

Fish Landing Jetty

Muara Port, Brunei. 130 m long timber jetty on 250 mm spun concrete piles.

Housing for the Fire Brigade

Tutong, Brunei. Site development and construction of two- storey reinforced concrete structure on 150 mm oil-rig rejected piles.

Housing for the Religious Department

Temburong, Brunei. Site development and construction of 4- storey reinforced concrete structure.

Kara-Muhaidib Contracting Co. (January 1978 -December 1983)

Civil Engineer/Planning & Scheduling Management Engineer/Rahimah Sewerage and Pump Station Project (ARAMCO)

Prepare, update, and discuss with Project Team comprehensive work material delivery schedules using Ghantt Charts/ CP Network schedules using RAMPS (Resource Allocation Multi-Project Scheduling on the IBM System 360). Liaise with consultants, specialty subcontractors, schedulers, suppliers, and ARAMCO representatives for preparation, monitoring and updating of work schedules. Performs equipment and manpower resources allocation/scheduling/leveling work.

Prepares management information on schedule- cost impacts of proposed change orders and crashed-up work activities.

Education

BS In Civil Engineering

Professional Development

Contract Administration for Public Works Projects Courses/Seminars Completed University of California, Berkeley Extension Continuing Education Program 11/01/89

Dispute Resolution and Claims Avoidance for Public Works Projects University Of California, Berkeley Extension Continuing Education Program 2/21-22/92

Public Works Inspection Practice University of California, Riverside Extension Continuing Education Program 4/30/92

Geometric Design of Streets and Highways University Of California, Berkeley Extension Continuing Education Program 8/16-17/92

Estimating Public Works Construction Costs University of California, Berkeley Extension Continuing Education Program 01/13-14/93

Asphalt Pavement Management, Design, Construction, Maintenance and Rehabilitation The Asphalt Institute 7/14/90

Advanced AUTOCAD and AUTOLISP Programming/Customization MTI College/AutoCAD Training Center 5/20/92

Resource Allocation and Multi-Project Scheduling (RAMPS) in the Critical Path Network (CPN) Environment (IBM System 360)

Training Division, Northern Area Projects The Arabian-American Oil Company (ARAMCO) 4/83

Accident and Loss Prevention Seminar Safety and Loss Prevention Unit The Arabian-American Oil Company (ARAMCO) Dhahran, Saudi Arabia 6/24/84

Technical Skills

Hands-on CADD (AutoCAD, earlier versions) experience (Civil and Structural plans) and PC (Windows). Literacy and hands-on experience and familiarity with various word processing, database, and spreadsheet software.

Partners in Building Engineering Careers and Teams

Ken Higbee, P.E.

Project Level

Construction Inspector

Qualifications

- Senior Engineer With Over 41 Years Of Experience
- Extensive Experience In Public Works Plan Checking, CIP, And Project Cost Estimates
- Proven Experience In Design, Project Management, and Construction Projects
- Strong Written And Oral Communication Skills
- Team Player

Relevant Experience

County of Orange-Public Works (29 Years) Project Engineer

Subdivision and Grading (7 Years)

- Reviewed grading plans and supporting documents for compliance with applicable laws, codes, ordinances, and regulations. Issued grading permits for earthwork construction.
- Reviewed and approved hydrology reports and hydraulic calculations for drainage improvements within new tract developments.
- Reviewed grading plans and improvement plans for adherence to county hydrologic and hydraulic standards and safety requirements.
- Reviewed encroachment permits, site plans, parcel maps, tract maps, grading plans, and improvement plans for adherence to applicable laws, codes, ordinances, county standards, and safety requirements for traffic related items.
- Prepared traffic related Conditions of Approval for new subdivision site plans, parcel maps, and tract maps.
- Reviewed and approved traffic studies in support of new commercial and tract development.
- Prepared plans, specifications, and estimates for improvements to major arterial highway intersections. Performed design calculations.
- Supervised professional and design/drafting staff.
- Performed cost and scheduling tasks for a regional program of intersection modification projects.
- Supervised the efforts of private consulting firms, other government agencies and County divisions in obtaining necessary right-of-way and permits

Planned Communities (6 Years)

- Implemented Project Management Best Practices such as Earned Value Analysis to accomplish efficient and expeditious planning, design, plan checking, financing, construction, and inspection of public infrastructure projects for local flood control, road, water quality, and environmental projects.
- Reviewed and approved Plans and Specifications for road and flood control improvements.
- Coordinated the technical review of Plans and Specifications among consultants and other County agencies and departments.
- Provided job cost accounting and cost estimates for public infrastructure projects

Building Permits (4 Years)

- Provided engineering consultation and general assistance at the building department's public counter.
- Reviewed architectural and structural plans and supporting documents of commercial and residential buildings for compliance with applicable laws, codes, ordinances, and regulations. Issued building permits.

Infrastructure Programs (1 Year)

- Managed all aspects of 325 million dollar fee program known as the South County Roadway Improvement Program (SCRIP). Prepared Fee Credit Agreements. Provided financial data for budget purposes.
- Prepared Final Invoice and all support documents for 15.5 million dollar federal grant for a South County major arterial highway.

Special Districts (6 Years)

- Managed all project and financial aspects of a program implementing a regional network of roads, bridges, and drainage improvements within various Assessment and Community Facilities Districts.
- Administered and coordinated the acquisition of right-of-way, planning, engineering, financial, and scheduling efforts of right-of-way agents, design engineers, project management consultants, construction contractors, landowners, and other county agencies and divisions.
- Reviewed and approved Land Developers' requests for reimbursement of expenses incurred to design, administer, and construct the necessary improvements.
- Prepared and administered financial reports for fund sharing programs with other government agencies that provided and allocated funds for various projects. Two such fund sharing programs: State/Local Transportation Program with CALTRANS; Measure "M" Program with the Orange County Transportation Authority.
- Prepared and maintained comprehensive status reports for public / private program for use by policy and decision makers summarizing the ongoing accomplishments and issues as well as the financial, design, and construction status of the program.

Operations and Maintenance (4 Years)

- Supervised the design/drafting of construction drawings, and prepared specifications and cost estimates for improvements to road, flood control, harbor, beaches, and parks facilities.
- Conducted field engineering during construction. Reviewed construction contract change orders and participated in dispute resolution conferences Administered various construction contracts.
- Performed hydrology studies and hydraulic analyses for flood control facilities.
- Prepared a Request for Proposal and monitored a consultant contract for an area-wide drainage study.
- Designed biotechnical and structural erosion control systems

Golden State Water Company (8 Months) Engineering Services Supervisor

- Manage the design of Eleven (11) different water main replacement projects utilizing four (4) different consultants.
- Review plans and provide overall QA / QC for each project.
- Implement project management best practices to ensure each project is completed on budget and on time.

RTG Investment – Agua Dulce Development (1 Month) Design Consultant

- Prepared hydraulic analysis of Storm Drain System to determine feasibility of various alternatives relative to approved storm drain plans.
- Prepared cost reduction study that analyzed Agua Dulce Storm Drain Improvements -Phase 1 - Tract 50385-01. The study analyzed three (3) alternatives for reduction in cost compared to approved plans.

City of Lomita (5 Months) Construction Manager - Consultant

- Managed construction contract for \$2.2 million street reconstruction contract.
- Facilitated Value Engineering agreement between City and Contractor that resulted in \$166,000 project savings. Savings were split 60 percent in favor of the city, and 40 percent in favor of the contractor.
- Reviewed and approved contract change orders.
- Reviewed and approved invoices.
- Managed efforts of Engineer of Record, Sub Consultants, and Contractor.

Los Angeles County Public Works (2 Months) Construction Manager - Consultant

- Reviewed Change of Work requests.
- Provided recommendations to County Management for how to proceed with construction of Cogswell Dam Clean Out project to maintain schedule and remain in compliance with regulatory permit requirements.
- Provided daily and weekly inspection reports.

City of Long Beach (1 Year) Resident Engineer – Project Manager – Consultant

- Reviewed Plans and Specifications for various Street Rehabilitation projects. Reviewed
 cost estimates for said projects. Conducted field reviews of various projects currently in
 design to insure completeness and accuracy.
- Prepared Cost Estimate for the purpose of securing funding for a State of California –
 Housing and Urban Development (HUD) Grant through the Affordable Housing and
 Sustainable Communities (AHSC) Program that reduces greenhouse gas emissions.
 Worked with State, City, and a private developer to finalize the Grant application.
 Assigned as the project lead within the Public Works department.
- Prepared Monthly Budget analysis for the City's 30 million dollar Major and Arterial Highway program. Analysis included the implementation of Earned Value Analysis to provide the best means available to complete the program on time and within budget.

City of Desert Hot Springs (3 Months)
Project Manager - Consultant

- Reviewed traffic portion of City's proposed amendment to the General Plan to insure completeness and accuracy. Provided recommendations for street segments and intersections to be included in the traffic study. Also provided recommendations as to the most efficient use of both new and existing traffic count data to provide the most reliable prediction of future traffic.
- Reviewed Plans and prepared Specifications for three (3) Community Development Block Grant (CDBG) projects.
- Prepared Conditions of Approval (COA) for various commercial and mixed-use tract developments. Conducted site reviews to determine any need to revise COA for any project with an existing Conditional Use Permit.

City of San Gabriel (3 Months) Project Manager - Consultant

- Prepared Staff Report for the award of construction contract for the pavement rehabilitation of Del Mar Avenue. Evaluated bids and prepared responses to city staff and city council regarding biding of the project.
- Reviewed Plans and Specification and oversaw the bid process for the pavement rehabilitation of Del Mar Avenue.

Prepared Request for Proposal (RFP) for the upgrade of the city's sewer system.
 Responded to all Requests for Information (RFI's) submitted by Firms interested in the RFP.

CF Braun & Co, Alhambra, CA (4 Years 6 Months) Civil Design Engineer

- Performed civil design engineering of port and harbor, oil field pipeline, and petrochemical facilities for the international oil industry.
- Performed alignment calculations, specification preparation, aerial photography interpretation/terrain analyses, soils studies, and hydrology studies.
- Supervised the design/drafting of construction drawings for oil field central processing facilities, drill sites, overland pipelines, and roads.
- Performed duties as an on-site field liaison between the California design office and the construction contractor during the construction of oil field pipeline facilities in the Prudoe Bay area of Alaska.
- Coordinated the on-site shipment and utilization of materials for the construction of two semi-submersible jack-up drilling rigs in the Port of Hong Kong, and in Kaohsiung, Taiwan.
- Prepared mass properties reports for two semi-submersible drilling rigs.

Education

California State University, Fullerton Graduate Studies in Business Administration

BS Colorado State University Civil Engineering, 1980

Professional Certification

Registered Civil Engineer, California Number C38233 Expiration 03-31-25

Project Management Professional (PMP), Project Management Institute Number 1221961, Expiration 11-30-23

Certified Building Plans Examiner, International Code Council Number 5228423-B3, Expiration 02-06-25

Summary of Qualifications

Partners in Building Engineering Careers and Teams

Eric Nunez

Project Level

Construction Inspector

Qualifications

- Over 28 Years Of Public Works & Water Inspection Experience
- Entire Career at City of Fullerton (1990 2018)
- 10 Years As A Water Inspector For The City Of Fullerton
- Extensive Experience On Water Pipeline, Main, And Tie-in Projects
- Strong Written And Oral Communication Skills
- Team Player

Relevant Water Experience

City of Fullerton, Fullerton CA (1994 – 2004) Water Inspector

Served as the sole Water Inspector for the entire city. Inspected both new construction and upgrades/remodels. Checked water systems for placement and adherence to plans. Conducted hydrostatic pressure, chlorine, bacteria and plate-count tests.

Projects:

- Water Improvements for the SOCO District The project included 650 feet of 8" and 15 feet of 6" DIP water main. Appurtenances included 13 service laterals, 3 hot tap connections, 3 tie-ins, 3 fire hydrants, and the abandonment of various valves and water mains.
- Brookdale & Highland Water Main Replacement / Sewer Project Oversaw the abandonment of an existing 6" sewer main and 5 existing sewer manholes, and the installation of 800 feet of 8" VCP sewer main and reconnection of 6 new manholes.
- Oversaw the installation of new earthquake valves for reservoirs and DCDA water meters.
- Inspected the replacement/installation of water mains on new residential construction projects throughout the city, the repair of any existing water

Project Partners

Eric Nunez

Summary of Qualifications

Page 2

lines, and the reconstruction of any commercial driveways which affected underlying water systems.

Other Inspection Experience

City of Fullerton, Fullerton CA (2014 – 2018) Housing Inspector

Set up and monitored a multi-step inspection process to ensure all construction complied with codes. Inspected new and remodeled residential buildings throughout the city. Managed a budget of city, state and federal funds. Oversaw contractors on city-funded projects. Completed initial write-ups for remodeling projects for model homes and mobile homes. Obtained state approvals.

Inspected grading, placement of re-bar, shotcrete, concrete masonry walls, retaining walls, vibration and draining of retaining walls, water proofing, concrete pours, results of concrete tests, shear walls, and electrical, mechanical and wood framing. Ensured compliance with ADA regulations for vehicle parking, bathrooms and kitchens, routes to and through buildings, and access to elevators. Inspected 1, 2 and 3-hour fire assemblies, fire windows and doors, and exit signs.

- o Completed more than 30 remodel projects over a 4-year period.
- Also managed lead and asbestos abatement projects.
- Served as Building Inspector, Contract Administrator and Project Manager for the construction of several senior living facilities that were funded in part by the City Housing Department, HUD and other state funds.

Projects included:

- 6-Story Senior Residential Complex with a long-term mental health care wing, food outlet shell, interior office and a subterranean parking garage.
- 5-Story Senior Living Facility with subterranean parking, rental office, gym and rec area.
- 5-Story Senior Living Facility with subterranean parking, office, laundry, gym and playground.

City of Fullerton, Fullerton CA (1991 - 2014) Building Inspector

> Duties include the inspection of buildings and construction projects throughout the city. Also served as City Plumbing Plan Checker and Mechanical Plan

Project Partners

Eric Nunez

Summary of Qualifications

Page 3

Checker. Inspected construction of residential tract housing, one and two story additions, 4 and 5 story residential senior and low income housing, commercial shopping centers, TI's and build outs and industrial inspections, plumbing, mechanical electrical and building. I also inspected for plans for any compliance with building codes and with water conservation code SB407. Verified all projects with the Planning, Engineering, Fire and Health Departments where applicable. Responsible for SWPPS for Water Management, Modular Wetlands and ADA compliance. Acted as liaison with railroad inspectors and agencies

Projects Included:

- Fullerton Train Station Inspected facility, security and ADA upgrades on this State Historical Building.
- Fullerton Tennis Center Inspected ADA upgrades in the center's bathrooms, as well as updated electrical and lighting systems.
- Lemon Park Ensured new sidewalks and reconstructed bathrooms complied with codes.
- Hughes Aircraft (Industrial) Re-established fire protection and ADA compliance.
- Delco Battery (Industrial) Inspected the installation of separators and filters in a new plumbing system.
- Seismic Upgrades Inspected upgrades on un-reinforced masonry buildings, including single family residences and the Williams Building.
- Apartments / Mixed Use Buildings Inspected retail centers, restaurants and apartment complexes with up to 100+ units.

City of Fullerton, Fullerton CA (1990 - 2004) Construction Inspector

Projects Included:

- Golf Course Storm Drain System Inspected a catch basin, riprap, swales, local depression, culverts, manholes and sewers.
- Street Grade Separation Underpass for new Railroad Tracks Inspected new pumps for storm trains, as well as new water lines.
- Brea Boulevard Slope Repair.
- Bastanchury Road Reconstruction.
- Inspected curb, gutter, sidewalk and residential road reconstructions throughout the city.

Project Partners
Eric Nunez
Summary of Qualifications
Page 4

Education

AA Cypress College, CA

Certifications

ICBO – Commercial Building Certified D3 Water Distribution - CA

Summary of Qualifications

Partners in Building Engineering Careers and Teams

Michelle Laurendine, E.I.T.

Project Level

Permit Technician

Qualifications

- Bachelor's Degree in Environmental Engineering From San Diego State University
- California Engineer-In-Training Certification
- Experience With Site Reviews, Environmental Compliance Review, And Technical Writing
- Strong Written And Oral Communication Skills
- Team Player

Work Experience

Laurendine Biological Consulting, LLC, Bakersfield, CA (May 2020-May 2022) Assistant Biologist

- Performed site reviews inspecting construction perimeters ensuring the project site was clear of endangered animals with a team of biologists.
- Set up on-site camera monitoring to conduct wildlife surveillance in order to verify clients were following California Department of Fish and Wildlife protocols.
- Created business expense spreadsheets, generated proposals, and designed presentations utilizing Microsoft Office Suite software.
- Reviewed reports for compliance with federal, state, and local biologic regulations.

Academic Experience

San Diego State University

WEF Student Design Competition (Aug 2018-Sep 2019)

- Designed an alternative water treatment facility for the Salton Sea according to location constraints in regard to volume of influent water and level of contaminants within the soil.
- Conducted research on contaminant removal methods via phytoremediation using cattails to reduce selenium levels.

Project Partners
Michelle Laurendine, E.I.T.
Permit Technician
Page 2

- Collaborated with a team to design a proposal and presentation that outlined a net decrease of 15 micrograms per liter of selenium, provided 500 acres of dust suppression, and created over 28 miles of selenium-free habitat.
- Proposed project submittals and design drawings following client specifications.

Various Projects (Aug 2016-Aug 2019)

- Collected site data samples of air and soil, using aerosol monitoring and auger boring respectively to assess contamination and quality levels.
- Determined water quality constituents including total hardness of water, biological oxygen demand, and chemical oxygen demand.
- Tested water samples on-site and within a laboratory to determine turbidity, pH, conductivity, and concentration of total coliforms and E. coli bacteria.
- Performed colorimetric analyses of water to determine nitrate and phosphate concentrations.
- Designed water and wastewater treatment facilities based on given volumetric flows and waste concentrations to meet federal, state, and local effluent water quality regulations.

Education

BS San Diego State University Environmental Engineering, 2019

Professional Certification

California Engineer-in-Training (EIT) Certification, Credential ID: 176956, 2022

Professional Skills

- AutoCAD
- ArcGIS
- Microsoft Office
- MATLAB
- Technical Writing
- Proposal Writing

Summary of Qualifications

Partners in Building Engineering Careers and Teams

Daniel Han

Project Level

Permit Technician

Qualifications

- Bachelor's Degree In Mechanical Engineering From California Polytechnic University, Pomona Expected May 2024
- Experience With Producing P&IDs And As-Built Drawings
- Proficient In AutoCAD 2D/3D
- Strong Written And Oral Communication Skills
- Team Player

Work Experience

Juanita's Foods, Wilmington, CA (Jun 2021-Present) Maintenance Engineer

- Created a registry of OEM part info for new/old equipment to reduce spending on 5000+ spare parts, saving an estimated \$250,000 annually.
- Work with mechanics to upgrade parts on older equipment and reduce downtime by 80%. This has resulted in reaching 100% or more attainment on production goals nearly every shift.
- Standardized the 60+ motors at the facility to reduce storage issues and simplify repairs.
- Communicate with vendors and work with contractors to conduct major equipment repairs.
- Led the design and installation of new \$30,000 conveyor systems to replace worn out case conveying systems dating back to the 80s.
- Produced P&IDs and as-built drawings for new boiler, chiller, and retort lines that were installed.

AutoZone, Cypress, CA (Jun 2018-Aug 2021) Parts Sales Manager

- Delivered and engaged with 20+ commercial businesses.
- Maintained accuracy and availability of 25,000+ parts.
- Conducted store transfers, met and exceeded sales quotas, and optimized delivery routes.

Project Partners

Daniel Han

Permit Technician

Page 2

Crenshaw Die and Manufacturing, Huntington Beach, CA (May 2018-Jul 2021) Metal Stamping and Fabrication Operator

- Read and interpreted sketches.
- Determined the methods of operation for the creation of thousands of metal parts.
- Operated/monitored equipment to ensure quality production.

Education

- BS California Polytechnic University, Pomona Mechanical Engineering, Expected May 2024
- AS Cypress College Mathematics, 2021

Professional Skills

- MS Word/Excel/PowerPoint/Outlook/Team
- Solidworks
- AutoCAD 2D/3D

Summary of Qualifications

Partners in Building Engineering Careers and Teams

Omar Nassar, E.I.T.

Project Level

Permit Technician

Qualifications

- Bachelor's Degree in Civil Engineering and California Engineer-In-Training Certification
- Experienced in Supervising Public Works Projects Including Solid Waste Site Rehabilitation, Municipal Park Construction, and Roadwork
- Skilled in Designing and Managing Sewer Networks and Ensuring Quality Control on Construction Sites
- Bilingual in English (Native) and Arabic (Native)

Work Experience

Anabta Municipality (May 2021-October 2023) Civil Engineer

- Supervised the design and construction of the rehabilitation of a solid waste dump site, including laying asphalt pavement and a steel structure with concrete foundations.
- Managed the construction of a municipal park, which included pouring and inspecting concrete for retaining walls and sidewalks, building a wooden terrace, constructing stone walls, and approving various materials such as tiles and benches.
- Executed roadwork rehabilitation and reinstatement using asphalt pavements, which involved laying the asphalt, compacting it, and painting road markings.
- Designed a new sewer network for neighborhoods, which included sizing pipes, determining slopes, creating drawings, and overseeing the construction of sewer lines.
- Supervised various construction sites, with responsibilities including performing quantity takeoffs, checking laboratory test results, conducting quality control on projects, and ensuring adherence to project specifications and relevant codes.

Academic Experience

An-Najah National University

Graduation Project

Project Partners Omar Nassar, E.I.T. Permit Technician Page 2

> Completed coursework in steel and concrete structural analysis and design, transportation analysis and design (including traffic and highway), and conducted a graduation project titled "Design of wastewater network for a medium-sized town and redesign of the potent water supply network for the same town.

Education

BS An-Najah National University Environmental Engineering, 2021

Professional Certification

California Engineer-in-Training (EIT) Certification Fundamentals of Engineering (FE)

Professional Skills

- MS Office (Word, Excel, PowerPoint)
- AutoCAD
- SAP2000
- MATLAB
- ArcGIS
- SewerCAD
- WaterCAD

Summary of Qualifications

Partners in Building Engineering Careers and Teams

Ramiro Reveles Jr.

Project Level

Permit Technician

Qualifications

- Bachelor's Degree in Civil Engineering From California State University, Long Beach
- Familiar With Engineering Graphics Design, Fluid Mechanics, Hydraulics Engineering Design, Reinforced Concrete Design, and Foundation Engineering
- Proficient With AutoCAD, Civil 3D, and Revit
- Strong Written And Oral Communication Skills
- Team Player

Academic Experience

California State University, Long Beach

Sub-Leader at CSULB Expo Conference (2023)

- Led as a sub-leader for my Senior Design project which required the incorporation of knowledge from Civil Engineering disciplines. Our primary emphasis was in Water Resources: Water Supply, Sanitary Drainage, and Stormwater Drain systems.
- Proposed concept drawing and implemented safe design of a structure, governed by both California and Local City codes.
- Demonstrated creative 2D/3D skills with the ability to design site layouts from concept through completion.
- Proactivity prepared design calculations with intention to present the analysis of the reports.

Relevant Coursework

- Engineering Graphics Design
 - o Interpretation of blueprints.
 - Drafting of detailed drawings.
 - o Projects involving architectural and civil engineering plans in AutoCAD.
- Fluid Mechanics

Project Partners Ramiro Reveles Jr. Permit Technician Page 2

- Properties of fluids, fluid statics, fluid dynamics, dynamic similitude, flow of compressible and incompressible fluids in closed conduits.
- o Experiments in and study of the phenomena of fluid flow.
- Hydraulics Engineering Design
 - Application of hydraulic principles to the design of dams, water courses, water syste ms and their related structures and devices.
 - Culvert design, Residential/Commercial Water Distribution, Open Channel design and Gravity-Sewer design projects.
- Reinforced Concrete Design
 - Material properties of concrete and steel comprising a reinforced concrete element.
 Design of reinforced concrete elements including beams, columns, one-way slabs, and footing.
 - RCC beam project (ACI Code Compliance)
- Foundation Engineering
 - Site investigation of soil conditions. Evaluation of soil strength. Settlement theory; bearing capacity calculations.
 - Design of shallow and deep foundation structures.

Other Work Experience

Tree Preservation, Inc. (August 2011-December 2011) General Landscaper

> Executed the plan that was developed for the client's needs. The team was tasked with the review of CAD drawings in the form of simple sketches. We then scouted the environment for general landscaping labor.

Education

BS California State University, Long Beach Civil Engineering, 2023

Professional Skills

- Autodesk Products: AutoCAD, Civil 3D, Revit
- ArcGIS Products: ArcMap, ArcCatalog
- Hydrologic Engineering Center: HEC-RAS
- Bentley Hydraulic Software: WaterGems, Sewer Gems, FlowMaster, CulvertMaster

Agenda Item No. 18.A Section: DEPARTMENTAL ITEMS - TRANSPORTATION Meeting Date: November 19,

2024

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

AGENDA TITLE: Approve Purchase of Six (6), 40-foot Zero-Emission Battery Electric Buses for \$9,125,616, Authorize Program Total of \$10,038,178, and Approve Payment Milestones

COUNCIL ACTION REQUIRED:

Staff Recommendation:

- Approve Purchase of Six (6), 40-foot Zero-Emission Battery Electric Buses for \$9,125,616
- Authorize Program Total of \$10,038,178
- Approve Payment Milestones

RECOMMENDATION AND STAFF SUMMARY:

With the arrival of its most recent CNG and zero-emission buses (ZEB) in early 2024, GTrans has successfully replaced its entire active fleet of 40-foot gasoline electric hybrid buses in accordance with its fleet replacement plan approved by Council in 2017. The plan dictated that GTrans would pursue a combination of both CNG and zero emission buses for the near-term replacement of its fleet, with an eventual conversion of the entire fleet to zero emission by 2034. GTrans now operates 32 CNG buses and 13 zero-emission buses. The zero-emission fleet is comprised of seven new 2024-model Gillig buses, and six early-model ZEBs (including electric conversions and one traditional electric bus.)

In 2022, GTrans was awarded funds under the Federal Transit Administration's (FTA) FY22 Low or No Emission competitive program which provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses. The award supported the purchase of newer model electric buses by replacing GTrans' six early model electric buses (both converted and traditional electric buses.) Once these new buses arrive, GTrans' ZEB fleet will remain at 13, however all the buses will now have current technology and improved battery capability.

GTrans is able to participate in a purchasing cooperative agreement with the Washington State Transit Bus Cooperative that will allow the purchase of six ZEBs from Gillig, LLC. The FTA encourages grant recipients to procure goods and services jointly with other recipients or participate in purchasing cooperatives to obtain better pricing and a reduction in customization. The cost per bus is \$1,469,477, exclusive of training and parts/equipment. The total contract, which includes sales tax, training, spare parts, and delivery is \$9,125,616.

GTrans is also requesting authorization for a 10 percent contingency of \$912,562 to account for any unforeseen changes, only to be approved in advance by GTrans staff for a not to exceed project total of \$10,038,178. GTrans and Gillig have also negotiated payment milestones that support greater payment flexibility.

As with all new bus purchases, GTrans will incorporate the latest safety features and designs, including improved American with Disabilities Act (ADA) amenities and boarding ramps. New buses will provide a safer, cleaner operating environment for GTrans passengers and employees. The new buses will allow GTrans to remain in compliance with California Air Resources Board (CARB) and South Coast Air Quality Management District (SCAQMD) regulations, and support GTrans' goal to fully transition to zero-emission in the future. The buses, which are anticipated to arrive in the summer of 2026, will be deployed throughout our service area.

Therefore Staff respectfully recommends that Council authorize the purchase of six zeroemission buses from Gillig in the amount of \$9,125,616, which includes sales tax, training, spare parts, and delivery. GTrans is also requesting authorization for a 10 percent contingency of \$912,562 to account for any unforeseen changes, only to be approved in advance by GTrans staff for a not to exceed project total of \$10,038,178. Finally GTrans is requesting approval of the negotiated payment milestones, as provided in the attachments.

FINANCIAL IMPACT/COST:

GTrans has federal, state, and local funding obligated in existing grants designated for this purchase. There is no impact to the General Fund.

ATTACHMENTS:

Gardena CA (6) 40' Battery Electric Buses off State of WA RFP 2020-06719-01 - 10-30-2024 REV 2.pdf Product Brochure GILLIG 2024.pdf Gillig_GTrans_Milestone_Schedule_10_2024.pdf

APPROVED:

Clint Osorio, City Manager

Cleuroms.

1771	OTATE OF WARNINGTON WA	,	VARIANCE
ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
EXTERIOR STYLING PACKAGE	LOW FLOOR PLUS	LOW FLOOR PLUS	-
CUMMINS EV TRACTION MOTOR, INVERTERS & POWER MANAGEMENT SYSTEMS	INCLUDED	REQUIRED	-
ESS ENERGY STORAGE SYSTEM WITH 6 BATTERY PACKS	INCLUDED	REQUIRED W/7TH BATTERY PACK	64,576.00
DEPOT PLUG-IN CHARGING PORT PER SAE J1772	(1) CCS TYPE 1 CONNECTOR (REAR - CURBSIDE)	(2) CCS TYPE 1 CONNECTOR (REAR - CURBSIDE & REAR STREETSIDE)	4,750.00
COOLANT FILTER FOR EBUS APPLICATION	INCLUDED	REQUIRED	-
BRAKES	DISC BRAKES	DISC BRAKES	-
BRAKE VALVE	BENDIX E-8	BENDIX E-10	125.00
AXLE HUB SEALS	FRONT & REAR - GREASE SEALS	FRONT & REAR - GREASE SEALS	-
MERITOR FRONT & REAR AXLES	INCLUDED	REQUIRED	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
ELECTRONIC STABILITY CONTROL	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	REQUIRED	-
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) FULL POLISHED ALUMINUM WHEELS	(6) FULL POLISHED ALUMINUM WHEELS	-
DURAFLANGE WHEELS	NOT INCLUDED	NOT AVAILABLE	-
TIRES	CUSTOMER SUPPLIED	GILLIG SUPPLIED (6) GOODYEAR B315/80R22.5	6,903.00
ELECTRIC STEERING ASSIST	NOT INCLUDED	REQUIRED	3,435.00
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	REQUIRED	85.00
ONSPOT DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL (14 GAL TANK FOR DUAL FIRED ELECTRIC/DIESEL AUX COOLANT HEATER)	NOT INCLUDED	NOT REQUIRED	-
OIL PRESURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC PROGRAMMABLE GAUGE	ELECTRIC PROGRAMMABLE GAUGE	
ELECTRIC HYDRAULIC PUMP	INCLUDED	REQUIRED	_
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	_
ELECTRICAL TOW CONNECTION	NOT INCLUDED	REQUIRED	252.00
AD-IP AIR DRYER FOR EBUS APPLICATION	INCLUDED	REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR SKIRT PANELS & ACCESS DOORS W/ KEYED LOCKS TO MATCH DRIVERS STORAGE BOX (WILL NOT INCLUDE ANY ACCESS DOOR THAT CAN NOT BE LOCKED IN CASE OF AN EMERGENCY)	NOT INCLUDED	REQUIRED	759.00
LEVEL 2 INSULATION	INCLUDED	REQUIRED	-
BATTERY TYPE	(2) ODYSSEY AGM GROUP 31	(2) ODYSSEY AGM GROUP 31	-
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	INCLUDED (FRONT CONNECTION)	(62.00)

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ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18 (W/ REMOTE STANCHION MOUNTED CONTROLLS AT FRONT DOOR)	1,089.00
TK ELECTRIC HVAC SYSTEM TE18	INCLUDED	REQUIRED	
REFRIGERANT	R407C	REQUIRED R407C	-
MERV13 HVAC RETURN FILTER	NOT INCLUDED	REQUIRED	140.00
	NOT INCLUDED	REQUIRED	140.00
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-
20% OUTSIDE AIR & FILTER	NOT INCLUDED	NOT REQUIRED	-
EBUS COLD WEATHER PACKAGE W/ DIESEL & ELECTRIC FIRED AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT THRESHOLD HEATER	NOT INCLUDED	NOT REQUIRED	-
STREETSIDE HEATER	NOT INCLUDED	NOT REQUIRED	-
REAR CURBSIDE HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WALL HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	NOT REQUIRED	-
SENSTIVE EDGE	REAR DOOR ONLY	FRONT & REAR DOOR	798.00
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" ELECTRIC OPEN/CLOSE	-
MAINTENANCE HINGE FOR REAR DOOR AIR RELEASE	NOT INCLUDED	REQUIRED	55.00
DOOR CONTROLS (FRONT & REAR)	AIR-FULL DRIVER CONTROL	ELECTRIC-FULL DRIVER CONTROL	6,595.00
VAPOR CLASS (PHOTO SENSOR)	NOT INCLUDED	REQUIRED	4,534.00
VAPOR DIGITAL DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	REQUIRED	223.00
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS	_
ELECTRICAL EQUIPMENT STORAGE BOX LIGHTING	NOT INCLUDED	NOT REQUIRED	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	REQUIRED	575.00
SS WHEELWELL STORAGE BOX	NOT INCLUDED	REQUIRED	652.00
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	_
SCHEDULE RACKS	NOT INCLUDED	OBIC 19/21 4PW 2L	424.00
DISPLAY/SCHEDULE HOLDER	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	_
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	_
PASSENGER SEATS	AMSECO INSIGHT W/ A.R.M, Q'STRAINT RESTRAINTS	USSC GEMINI W/ 1/2" PADDING, (2) Q'PODS & DRAIN HOLES	24,801.00
DIMPLED/KNURLED STANCHIONS	NOT INCLUDED	(4) REQUIRED	575.00
DUAL USB PORTS MOUNTED ON PASSENGER SEATS	NOT INCLUDED	REQUIRED - (19) PORTS	3,793.00
REAR SEAT RISERS FOR FWD FACING SEATS	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL VERTICAL STANCHIONS	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO W/ HEADREST & 3-PT ORANGE BELT	362.00
SEAT BELT CLIP (COMFORT CLIP ADJUSTER)	NOT INCLUDED	REQUIRED	35.00
SEAT BELT EXTENSION	NOT INCLUDED	NOT REQUIRED	-
SEAT BELT ALARM	NOT INCLUDED	REQUIRED	185.00
SEAT CUSHION ALARM	NOT INCLUDED	REQUIRED	185.00
SEAT ARMREST	NOT INCLUDED	REQUIRED - EACH SIDE	466.00
			.00.00

ITEM	VARIANCE 7,217.00 350.00 550.00 - 11,701.00
STOP REQUEST AT REAR DOOR STANCHION TOP REQUEST LAMP AT DASH NOT INCLUDED NOT REQUIRED INCLUDED WITH MFD II WRAPAROUND WRAPAROU	7,217.00 350.00 550.00
DOOR STANCHION STOP REQUEST LAMP AT DASH DRIVERS BARRIER DRIVERS BARRIER DRIVERS PROTECTION BARRIER NOT INCLUDED DRIVERS DRIVERS NOT INCLUDED DRIVERS D	7,217.00 350.00 550.00
DRIVERS BARRIER WRAPAROUND W/OUT SCHEDULE HOLDERS DRIVERS PROTECTION BARRIER NOT INCLUDED REAR DOOR OVERHEAD GRAB STRAPS NOT INCLUDED NOT INCLUDED REQUIRED W/ CLEAR PLEXIGLASS UPPER PANEL (10) REQUIRED - 2-PC NYLON W/ COLLARS (BUDGETARY ONLY) STANCHIONS YELLOW POWDER COATED AROW STD FRAME / UPPER TRANSOM WITH EGRESSABLE DRIVERS WINDOWS HEADLAMPS LED LOW & HIGH BEAMS TO TREAU HEAD LAMPS REAR CAP AUX STOP LAMPS REAR CAP MOUNTED YIELD SIGN EXTERIOR AUX CURB TURN LAMPS TO ILLUMINATE FRONT & REAR DOOR AREAS BATTERY COMPARTMENT LAMPS REAR COMPARTMENT LAMPS REAR COM PROVINCE NOT INCLUDED WRAPAROUND W/OUT SCHEDULE HOLDERS WOOT INCLUDED WOUT SCHEDULE HOLDERS WOOT INCLUDED WOUT SCHEDULE HOLDERS AROW GLASS REQUIRED W/ CLEAR PLEXIGLASS UPPER PANEL (10) REQUIRED - 2-PC NYLON W/ COLLARS (BUDGETARY ONLY) SSTL W/ YELLOW POWDER COATED A FRONT DOOR HANDLES, FAREBOX GUARD & REAR DOOR HANDLES AROW STD FRAME / UPPER TRANSOM WITH EGRESSABLE DRIVERS WINDOWS BONDED FRAME / UPPER TRANSOM WITH EGRESSABLE DRIVERS WINDOWS BONDED FRAME / UPPER TRANSOM WITH EGRESSABLE DRIVERS WINDOWS LED LOW & HIGH BEAMS LED LOW & HIGH BEAMS LED LOW & HIGH BEAMS C) 4" RED LED LAMPS REAR CAP MOUNTED YIELD SIGN NOT INCLUDED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED NOT REQUIRED	7,217.00 350.00 550.00
DRIVERS BARRIER DRIVERS PROTECTION BARRIER NOT INCLUDED REQUIRED W/ EXTENDED GLASS MODESTY PANEL FWD OF REAR DOOR OVERHEAD GRAB STRAPS NOT INCLUDED NOT INCLUDED NOT INCLUDED REQUIRED - 2-PC NYLON W/ COLLARS (BUDGETARY ONLY) STANCHIONS PASSENGER WINDOWS PASSENGER WINDOWS HEADLAMPS LED LOW & HIGH BEAMS REQUIRED W/ EXEMPTION ONLY (BIGH BEAMS) LED LOW & HIGH BEAMS REAR CAP AUX STOP LAMPS REAR CAP MOUNTED YIELD SIGN NOT INCLUDED NOT INCLUDED W/OUT SCHEDULE HOLDERS AROW BURLES, SARE WINDOWS REAR CAP MOUNTED YIELD SIGN NOT INCLUDED NOT INCLUDED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED NOT REQUIRED REQUIRED REQUIRED NOT REQUIRED INTERIOR LAMPS LED LOW ONLY REQUIRED REQUIRED NOT REQUIRED	7,217.00 350.00 550.00
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REAR DOOR OVERHEAD GRAB STRAPS NOT INCLUDED (10) REQUIRED - 2-PC NYLON W/ COLLARS (BUDGETARY ONLY) STANCHIONS YELLOW POWDER COATED AROW STD FRAME / UPPER TRANSOM WITH EGRESSABLE DRIVERS WINDOWS TOP/TAIL/TURN/BACK UP LAMPS REAR CAP AUX STOP LAMPS REAR CAP MOUNTED YIELD SIGN EXTERIOR PORCH LAMPS EXTERIOR PORCH LAMPS EXTERIOR AUX CURB TURN LAMPS NOT INCLUDED BATTERY COMPARTMENT LAMPS NOT INCLUDED PLEXIGLASS UPPER PANEL (10) REQUIRED COATED 2-PC NYLON W/ COLLARS (BUDGETARY ONLY) SSTL W/ YELLOW POWDER COATED A TRONT DOOR HANDLES, FAREBOX GUARD & REAR DOOR HANDLES AROW BONDED FRAME / UPPER TRANSOM WITH EGRESSABLE DRIVERS WINDOWS LED LOW & HIGH BEAMS LED LOW & HIGH BEAMS LED LOW & HIGH BEAMS (2) 4" ROUND DIALIGHT LED NOT REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED NOT REQUIRED NOT REQUIRED NOT REQUIRED INTERIOR LAMPS LED I/O CONTROLS LED I/O CONTROLS	550.00
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PASSENGER WINDOWS AROW STD FRAME / UPPER TRANSOM WITH EGRESSABLE DRIVERS WINDOWS HEADLAMPS LED LOW & HIGH BEAMS LED LOW & HIGH BEAMS STOP/TAIL/TURN/BACK UP LAMPS 4" ROUND DIALIGHT LED 4" ROUND DIALIGHT LED REAR CAP AUX STOP LAMPS (2) 4" RED LED LAMPS (2) 4" RED LED LAMPS REAR CAP MOUNTED YIELD SIGN NOT INCLUDED NOT REQUIRED EXTERIOR PORCH LAMPS NOT INCLUDED REQUIRED FRAME / UPPER TRANSOM WITH EGRESSABLE DRIVERS WINDOWS LED LOW & HIGH BEAMS (2) 4" ROUND DIALIGHT LED NOT REQUIRED REAR DE REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REAR DOOR AREAS BATTERY COMPARTMENT LAMPS NOT INCLUDED NOT REQUIRED INTERIOR LAMPS LED I/O CONTROLS LED I/O CONTROLS	11,701.00
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EXTERIOR AUX CURB TURN LAMPS TO ILLUMINATE FRONT & NOT INCLUDED REQUIRED REAR DOOR AREAS BATTERY COMPARTMENT LAMPS NOT INCLUDED NOT REQUIRED INTERIOR LAMPS LED I/O CONTROLS LED I/O CONTROLS	-
EXTERIOR AUX CURB TURN LAMPS TO ILLUMINATE FRONT & NOT INCLUDED REQUIRED REAR DOOR AREAS BATTERY COMPARTMENT LAMPS NOT INCLUDED NOT REQUIRED INTERIOR LAMPS LED I/O CONTROLS LED I/O CONTROLS	385.00
INTERIOR LAMPS LED I/O CONTROLS LED I/O CONTROLS	785.00
	-
PLEASURE RADIO NOT INCLUDED NOT DECLUDED	-
I LEAGUE INDI INCLUDED NOT REQUIRED	-
2-WAY RADIO NOT INCLUDED NOT REQUIRED	-
2-WAY RADIO & ANTENNA NOT INCLUDED NOT REQUIRED	-
12V BATTERY SUPPLY SOCKET NOT INCLUDED NOT REQUIRED	-
PA SYSTEM/VOICE ANNUCIATOR STD REI HANOVER HTC-AVA PUBLIC ANNOUNCEMENT SYSTEM W/ (1) 21.5 TFT MONITOR	10,726.00
INSIDE SPEAKERS (6) SIX (6) SIX	-
DRIVERS SPEAKER NOT INCLUDED NOT REQUIRED	-
BOOM MIC INCLUDED REQUIRED	-
HEATED FRONT GLAZING NOT INCLUDED NOT REQUIRED	-
DESTINATION SIGNS TWIN VISION AMBER (FRONT, CS & REAR RUN SIGN) HANOVER WHITE (FRONT, CS & REAR RUN SIGN)	3,507.00
FRONT RUN SIGN NOT INCLUDED HANOVER WHITE	1,078.00
REAR VIEW CAMERA NOT INCLUDED NOT REQUIRED	-
FAREBOX PRE-WIRE ONLY PRE-WIRE W/ FAREBOX BASE PLATE ONLY	908.00
FAREBOX GUARD INCLUDED INCLUDED	-
CEILING MTD FAREBOX LAMP NOT INCLUDED NOT REQUIRED	_
TRANSFER CUTTER NOT INCLUDED NOT REQUIRED	
PASSENGER COUNTER NOT INCLUDED NOT REQUIRED	-
FULL COMPOSITE FLOOR INCLUDED REQUIRED	
FLOORING MATERIAL ALTRO ALTRO	-
FLOOR DRAINS NOT INCLUDED (4) REQUIRED	-

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
ADA WHEELCHAIR SYMBOL	NOT INCLUDED	REQUIRED	250.00
INTERIOR TRIM	VINYL	VINYL	
ROOF HATCHES	(1) REAR MANUAL	(1) REAR MANUAL	
EXTERIOR MIRRORS - STREETSIDE	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 15" 2-PC, HEATED WITH REMOTE	165.00
EXTERIOR MIRRORS - CURBSIDE	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 15" 2-PC, HEATED WITH REMOTE	165.00
TURN SIGNAL INDICATOR ON MIRROR HEAD	NOT INCLUDED	REQUIRED - STREETSIDE & CURBSIDE	275.00
6" INTERIOR MIRROR	NOT INCLUDED	REQUIRED - FOR SS ADA	55.00
FIRE SUPRESSION WITHOUT ESS SUPRESSION	AMEREX V-25 W/24 HR BATTERY	AMEREX V-25 W/24 HR BATTERY	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
LUMINATOR (12)-CAMERA SYSTEM W/ ROADRUNNER PRO MDVR 12-CHANNEL AHD + 12-CHANNEL IF 6TB & 10" LCD MONITOR (W/ MSET VIDEO SURVEILLANCE NOT INCLUDED INCLUDES (1) SPARE SYSTEM W/ SAME SPECS (W/ OUT MSET		12-CHANNEL AHD + 12-CHANNEL IPC, 6TB & 10" LCD MONITOR (W/ MSET SOFTWARE LICENSE FEE) INCLUDES (1) SPARE SYSTEM	23,692.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	BYK RACK 3-POSITION BLACK POWDER COATED	3,583.00
BIKE RACK AD FRAME	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	REQUIRED	275.00
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	NOT REQUIRED	
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	
ELECTRONIC MFD MULTI FUNCTION DASH DISPLAY (MFD II)	INCLUDED	REQUIRED	1
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	REQUIRED	234.00
WEB CUTTER	TER NOT INCLUDED NOT REQUIRED		-
CAD / AVL ITS SYSTEM	NOT INCLUDED	CLEVER DEVICES IVN5 SYSTEM, CRADLEPOINT IBR1700 MODEM, 9" LCD DISPLAY, MIMO 9-ELEMENT ANTENNA, HANOVER INTERNAL AMBER SIGN (8X120), HANOVER AMBER INTERNAL DOUBLE SIDED SIGN (120X8), APC HELLA AT FRONT & REAR DOORS (W/ OUT CLEVER DEVICES EVMS & SAAS SOFTWARE FEES)	48,483.00
AUTOMATIC PASSENGER COUNTER	NOT INCLUDED	INCLUDED WITH CLEVER DEVICES SYSTEM	
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	REQUIRED	1,556.00
MISC INTERIOR & EXTERIOR DECALS	NOT INCLUDED	REQUIRED	1,059.00
EXTERIOR PAINT	1-COLOR	4-COLORS	5,922.00
CLEAR COAT	NOT INCLUDED	REQUIRED	2,480.00

PRICE VARIANCE

10/30/2024

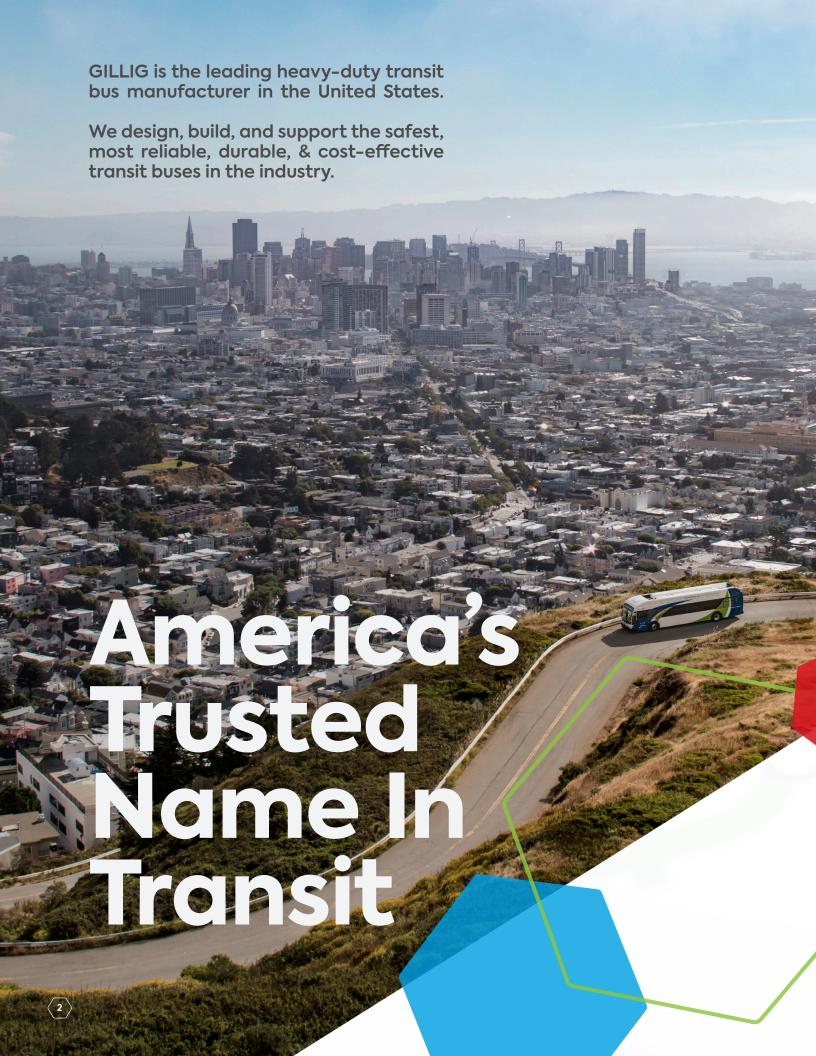
GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01 (6) 40' LOW FLOOR PLUS ELECTRIC BUSES, SN#: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	GARDENA, CA CUSTOM EBUS GRAPHICS (SAME AS 198604)	6,775.00
ROOF NUMBERS	INCLUDED	REQUIRED	-
REPLACEMENT BUS NUMBERS	NOT INCLUDED	REQUIRED	516.00
EXTERIOR NUMBER	NOT INCLUDED	(2) REQUIRED (CA58043)	65.00
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	24 MONTHS / 100,000 MILES	-
EXT WARRANTY (BODY STRUCTURAL)	36 MONTHS / 150,000 MILES	36 MONTHS / 150,000 MILES	-
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	144 MONTHS / 500,000 MILES	-
EXT WARRANTY (WATER LEAKS)	12 MONTHS / 50,000 MILES	12 MONTHS / 50,000 MILES	-
WARRANTY - ESS (BATTERIES)	72 MONTHS / 300,000 MILES	72 MONTHS / 300,000 MILES	-
WARRANTY - (TRACTION MOTOR)	36 MONTHS / 100,000 MILES	60 MONTHS / 250,000 MILES	24,806.00
WARRANTY - (HVAC TK ELECTRIC)	36 MONTHS / UNL MILES	36 MONTHS / UNL MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER WASHINGTON CONTRACT	BASE COVERAGE PER WASHINGTON CONTRACT	-
ADDITIONAL MANUALS & LAMINATED ELECTRICAL SCHEMATICS	NOT INCLUDED	(3) REQUIRED	660.00
TRAINING	NOT INCLUDED	GILLIG TRAINING BUDGET	9,792.00
TOTAL GARDENA, CA VARIANCES			294,765.00
,	/ FLOOR PLUS ELECTRIC BASE UNIT P	RICE (APRIL 2021)	813.044.00
DELIVERY			3,298.00
GARDENA, CA 40' LOW FLOOR PLUS ELECTRIC UNIT PRICE			1,111,107.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #1 = 11.78%			95,777.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #3 = 15%			136,323.00
PPI 1413 ADJUSTMENT PER WA STAT	E CONTRACT AMENDMENT #4 = 7.15%	(ONE TIME REDUCTION TO 5%)	52,257.00
GARDENA, CA 40' LOW FLOOR PLUS ELECTRIC CURRENT PRICE (10/30/2024)		1,395,464.00	
	NON-TAXABLE ITE	MS	
NON-TAXABLE ADA EQUIPMENT			29,963.00
DELIVERY COST & TRAINING			13,090.00
WARRANTY			24,806.00
GARDENA, CA NON-TAXABLE ITEMS			67,859.00
·	JRRENT BUS PRICE CALCULATIONS IN	CLUDING CA SALES TAX	
GARDENA, CA 40' LOW FLOOR UNIT PRICE (NON-TAXED)			1,395,464.00
GARDENA, CA NON-TAXABLE ITEMS			(67,859.00)
CURRENT GARDENA, CA 40' LOW FLOOR TAXABLE UNIT PRICE			1,327,605.00
CALIFORNIA SALES TAX - GARDENA, CA (10.25% ADJUSTED TO 6.3125% ZERO EMISSION)			83,805.07
GARDENA, CA NON-TAXABLE ITEMS		67,859.00	
CURRENT GARDENA, CA 40' LOW FLOOR W/ DELIVERY & CA SALES TAX		1,479,269.07	
SPARES & TOOLING BUDGET			41,667.00
GARDENA, CA 40' LOW FLOOR PLUS	ELECTRIC UNIT PRICE, W/ CA SALES T	'AX (10/30/2024)	1,520,936.07

CONFIDENTIAL

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.





Trust powers transit. It's what riders count on for punctual service, agencies rely on for keeping their community connected, and the basis for successful partnerships between transit operators and their bus manufacturer. When agencies seek a partner to deliver buses with which to safely and reliably serve their communities, there's one name they trust: GILLIG. Our unparalleled reputation is built upon our vision, mission, and core values and is consistently reflected in the quality, safety, and reliability of every bus we build.

For decades, GILLIG has demonstrated our relentless commitment to supporting our customers throughout the life of the vehicles with integrity and a passion for building and supporting buses that move our nation. Through our customer partnerships and with every bus we build, we seek to realize our vision:

TO IMPROVE OUR NATION'S QUALITY OF LIFE THROUGH TRANSFORMATIVE MASS TRANSIT SOLUTIONS.

This vision of a more accessible and sustainable future propels us to design, build, and support the most reliable, durable, and cost-effective transit buses in America. Our commitment to **Quality Without Compromise**, our belief that quality must be the cornerstone of everything we do, drives our team to consistently strive for excellence. Our core values are not lofty goals we aspire to; they are foundational for our entire enterprise.











FAMILY

QUALITY

SAFETY

INTEGRITY

PASSION

Every bus that rolls out of our state-of-the-art production facility in Livermore, CA, is a testament to our unwavering dedication to quality and evidence of the passion of our team. We design, build, and test our products to ensure they consistently deliver on our promises. With reliable performance proven from coast to coast, you can trust that GILLIG buses are engineered to excel in your community's unique climate, terrain, and duty cycles.

We also know that no two agencies are the same, which is why our buses offer an unparalleled level of flexibility and choice. With a versatile portfolio of zero- and low-emission vehicles built on our proven Low Floor platform, we provide a range of practical, sustainable transit solutions that never sacrifice performance or reliability. With our unique modular design and extensive elective features, you are in the driver's seat to create a dependable, easy-to-maintain fleet that's truly engineered for your community.

With a vast inventory of aftermarket parts, comprehensive technical training programs, and our nationwide network of dedicated and responsive field service experts, our continual support is as enduring as our legacy.

You are invited to be a part of the GILLIG family and experience firsthand why so many public transit agencies, universities, airports, and private operators across the nation believe GILLIG is **America's Trusted Name in Transit**.

BATTERY ELECTRIC



Driving America *Forward:*Zero Emissions, Zero Compromises

Charge forward confidently into a greener future with GILLIG's zero-emission Battery Electric Bus. Boasting the highest Altoona score ever achieved by a zero-emission bus, the GILLIG Battery Electric Bus sets the standard of excellence, proving that there's no need to sacrifice fleet quality, reliability, or safety for the sake of sustainability.



MAXIMIZE RANGE, MINIMIZE DOWNTIME

The high-efficiency, maintenance-free motor combined with on-board energy storage of up to 686kWh, optimizes your range and drastically reduces downtime.



AVAILABILITY MEETS SUSTAINABILITY

With 79% less downtime in Altoona tests versus competitors, and engineered to excel across all climates, duty cycles, and charging options, experience unmatched reliability and readiness all with zero emissions.



FLEXIBILITY TO FIT EVERY FLEET

Choose the on-board battery storage and charging technology options that fit your fleet's needs, while ensuring your bus is weather ready even in the most extreme climates with our optional cold weather features.



PROVEN PLATFORM: TODAY & TOMORROW

Built on our trusted Low Floor platform, seamlessly integrate new environmentally friendly technology while preserving operator and mechanic familiarity and confidence.



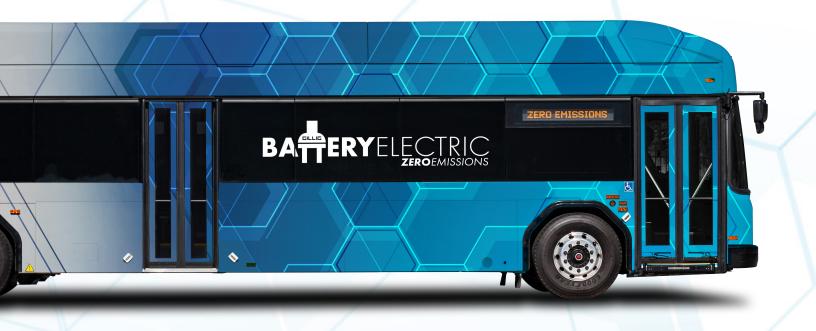
SAFE & SUSTAINABLE

With best-in-class braking performance and state-of-the-art battery safety mechanisms, your community will enjoy a safe, zero-emission future.



THE SMART CHOICE

Benefit from smart energy management, ride stability, and thermal management systems for an optimized zero-emissions performance, extended battery life, and a premium and comfortable ride.



VEHICLE SPECIFICATIONS

BUS LENGTH	35'	40'
ENERGY CAPACITY OPTIONS	588) kWh, 3 kWh, 5 kWh
MOTOR	Direct Drive, Pe	ermanent Magnet
PASSENGER CAPACITY (SEATED/TOTAL)*	31/62	38/75
GROSS VEHICLE WEIGHT RATING	47,180 lbs	48,200 lbs
MAXIMUM HEIGHT	1	35"

CHARGING SOLUTIONS

SUPPORTED CHARGING TECHNOLOGY	Plug-in, DC Fast Charging, Overhead Charging, Inductive Charging
4	
STANDARD	Curb Side Rear DC Charge Port
options	Street Side Front DC Charge Port, Street Side Rear DC Charge Port, Overhead Rails,

Inductive Charging

^{*}Subject to seating configurations and option selections



Achieving unmatched scores for reliability and the best CNG fuel economy at Altoona, the GILLIG CNG bus masterfully combines cutting-edge technology with GILLIG's time-tested platform and renowned dependability, creating an ultra-low emissions, ultra-high performance transit solution.

GILLIG CNG buses are available in 29', 35', and 40' lengths with optional BRT, BRT Plus, Low Floor Plus, and Trolley styling.



A GREENER WAY TO FUEL

The Cummins L9N engine reduces smog-creating NOx emissions by 90% compared to diesel. By using Renewable Natural Gas (RNG), communities can further reduce their CNG fleet's carbon footprint.



ADVANCED AGILITY

Our advanced suspension, lightweight composite fuel cylinders, and engineered weight management ensure smooth and fuel-efficient rides with excellent handling and maneuverability for any route.

*On average when compared in Diesel Gallon equivalents, according to the US Dept. of Energy's 2023 Clean Cities Alternative Fuel Price Report.



SMART, SAVVY, SUSTAINABLE

Engineered with GILLIG's trusted durability and powered by a fuel that is ~20% cheaper per mile* than diesel, our CNG bus provides a budget-savvy sustainable solution.



ENGINEERED TO BE EFFORTLESS

Features such as an integrated fuel access panel which streamlines all essential fuel management, including pressure regulation, filtration, and refueling, and large access panels with ready access to serviceable components make operations and repairs easy to help ensure operational readiness.



Better for the Planet with the Best of Both Worlds

Experience the perfect balance of reliable power and eco-friendly efficiency with GILLIG's Hybrid buses. Powered by a state-of-the-art propulsion system and loaded with smart features that enhance cost-efficiency, environmental benefits, and reliable performance, our Hybrid bus bridges the gap between traditional diesel and battery-electric vehicles, providing the benefits of both to achieve a more sustainable future for your community - today.

GILLIG Hybrid buses are available in, 35', and 40' lengths with optional BRT, BRT Plus, Low Floor Plus, or Trolley styling.



BETTER FOR THE PLANET

GILLIG Hybrids are up to 90% cleaner* than the 12-year-old diesel buses they replace. With the option to leverage the 'battery-only' mode up to 50% of the time*, you can enjoy zeroemission operation with the ease and reliability of traditional fueling.



BUILT-IN RELIABILITY

Engineered for ease of maintenance and equipped with electrical accessories that reduce engine wear-and-tear, reliability isn't just promised—it's built-in, ensuring optimized and enduring performance.

*Results may vary based on application and configuration options.



ECO-EVOLUTION WITH EVERY STOP

Engineered to turn the stop-and-go traffic of your routes into a source of power, GILLIG Hybrids harness the power of regenerative braking, not only extending brake life but also producing clean energy to power your community's cleaner commute.



GO GREEN, STAY IN THE GREEN

Reap the rewards of fewer carbon emissions, reduced fuel consumption, and lowered operating costs all with no new infrastruture needed. GILLIG Hybrid buses are eligible for federal incentives, making them not only kinder to the planet but also to your budget.



The ever reliable and durable GILLIG Diesel bus has been the backbone of America's transit systems for decades. Experience our latest Diesel bus, equipped with the most advanced technology available to dramatically reduce pollution and increase fuel economy.

GILLIG Diesel buses are available in 29', 35', and 40' lengths with optional BRT, BRT Plus, Low Floor Plus, and Trolley styling.



CLEANER THAN EVER

Powered by the Cummins L9 engine, equipped with advanced emissions-reducing technology, our latest Diesel bus produces 50% fewer NOx emissions and 75% less particulate matter* than a diesel bus purchased a decade ago.



LESS UPKEEP, MORE UPTIME

With hassle-free maintanance access, easily sourced parts, platform commonality, and limited custom tooling, GILLIG's Diesel bus promises consistent availability and uptime.

*As defined by the U.S. EPA.



INCREASED FUEL ECONOMY

With advancements in engine, transmission, and accessory technologies, our latest Diesel bus is the most fuel efficient ever.



DURABLE BY DESIGN

Boasting features that increase reliability, extend engine maintenance intervals, and reduce downtime, our Diesel bus was made durable by design.

ENGINEERED FOR YOUR COMMUNITY

Flexibility to Fit Every Fleet

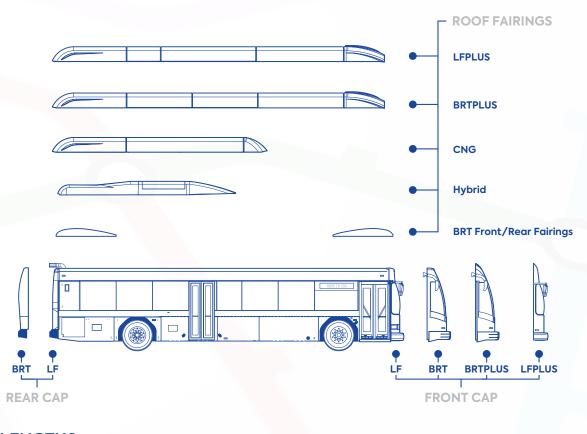
GILLIG understands that no two agencies are the same and what makes sense for one will not work for another. That's why we offer our innovative modular* approach and an unparalleled level of customer choice, ensuring that we have the flexibility to fit every fleet's needs.

From zero and near-zero emission propulsion systems to seating configurations, amenities, technology integration, and accessibility features, GILLIG puts you in the drivers' seat to build the bus that works for your unique needs.

Create a fleet that reflects your agency's mission and vision all without ever compromising the quality, reliability, or performance for which GILLIG buses are known.

*See product type for more details on current available options.

STYLING CHOICES



LENGTHS



AMERICAN-BUILT EXCELLENCE





ALWAYS BY YOUR SIDE

With GILLIG, you're buying more than a bus—you're entering a partnership. Benefit from support from our expert Customer Care and Field Service teams, tailored tech manuals, and a true commitment to your long-term success. We're here for the long-haul, supporting you and your GILLIG buses every step of the way.



THE GILLIG GUARANTEE

Lean on GILLIG's legacy of trust, built from our unwavering commitment to quality without compromise and customer satisfaction. Anchored by our time-tested core values, you can trust GILLIG's standard of excellence, ride after ride.









DURABLE BY DESIGN

Experience a bus built to last well beyond the FTA 12-year/500,000-mile requirement. With a corrosion-resistant stainless steel chassis and lightweight aluminum body, enjoy fewer maintenance hassles and a transit solution that remains reliable, even in the face of extended operation.



SAFETY IN EVERY SEAT

Drive with confidence knowing every detail has been designed for protection and reduced risk. From an ergonomic driver's workstation with optional safety barriers to GILLIG's integrated crash barrier, both drivers and passengers can trust that their safety is our top priority.





AFTERMARKET PARTS WITH PURPOSE

Maintain your fleet's momentum with our "Class A" distribution warehouses stocked and ready. We prioritize quality, offering only top-tier original and aftermarket parts. Supported by our devoted and responsive team, we transform downtime into drive time, keeping your buses where they belong—on the move.



TRAINING TAILORED FOR YOU

Unlock the full potential of your fleet with GILLIG's training programs that are led by experienced GILLIG professionals. Our innovative and engaging training modules are molded to fit the unique needs of your team and are flexible to fit their busy schedules.









MAINTENANCE MADE EASY

Keep your fleet in prime condition and ready for service without fuss or frustration. With large service doors and quick-change skirt panels, regular maintenance becomes a breeze.



RIDE IN REFINEMENT

Your riders will appreciate the spacious front aisle for easy and accessible maneuverability, while the advanced HVAC and resilient suspension systems ensure a consistently comfortable commute.





1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9500

November 6, 2024

William F. Fay, Jr.
Gillig LLC
451 Discovery Drive
Livermore, CA 94551

Subject: Payment Milestones for GTrans Bus Order of Six 40' Low Floor Electric Buses

Dear Mr. Fay,

This letter serves to memorialize our agreed upon payment milestones related to our upcoming order for six (6) 40' Low Floor Electric Buses under the Washington State Transit Bus Cooperative, dated April 1, 2021. Section 6.3 of the agreement allows the participant (City of Gardena's GTrans) and contractor (Gillig) to condition payment on the achievement of agreed upon milestones.

In its February 7, 2024 Dear Colleague Letter, the Federal Transit Administration (FTA) encouraged transit agencies to take advantage of tools to help support the financial health and stability of the bus manufacturing industry. In this spirit, the City and Gillig have mutually agreed upon a set of payment milestones as outlined below:

SIX LOW FLOOR BATTERY ELECTRIC BUSES

No.	Description	Percentage
1	GTrans Authorizes Buses for Shipment	75%
2	Bus Acceptance by GTrans	25%
Total		100%

TRAINING

No.	Description	Percentage
1	Upon Delivery	100.0%
Total 100%		100%

SPARE PARTS/EQUIPMENT

No.	Description	Percentage
1	Upon Delivery of Spare Parts as Units are Shipped	100.0%
Total		100%

We are pleased to continue our partnership with Gillig in support of the City's commitment to sustainability, reducing carbon emissions/greenhouse gases, and increasing the community's resiliency toward climate change.

Sincerely,

Tasha Cerda Mayor, City of Gardena

I have read the above and concur with the proposed payment milestones.

Company Name	Gillig LLC
Print Name & Title	William F. Fay, Jr. Vice President, Sales
Signature	William F Fay Ir
Date	11/6/2024

Agenda Item No. 18.B Section: DEPARTMENTAL ITEMS - TRANSPORTATION Meeting Date: November 19,

2024

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

AGENDA TITLE: Approve Award of Contract to The Goodyear Tire & Rubber Company for Bus Tire Lease Services for a Contract Amount of \$537,772 and a Project Total of \$645,326; and Approve the Purchase the Remaining Life on Existing Tires from Michelin North America, Inc. at an Amount Not to Exceed \$138,000.

COUNCIL ACTION REQUIRED:

Staff Recommendation:

- Approve New Contract
- Approve Project Total
- Approve Purchase of Existing Tires

RECOMMENDATION AND STAFF SUMMARY:

GTrans has historically used an outside contractor to lease tires for its entire fleet of 58 vehicles, as this has proven to be more cost effective than buying and maintaining the tires inhouse. As part of this service, the outside contractor inspects and maintains tires, notifies GTrans staff of unusual wear-and-tear patterns, and replaces tires as needed. The existing contract with Michelin North America, Inc. ("Michelin") will expire on November 30, 2024.

In preparation for this process, GTrans issued an Invitation for Bids #2024-01 to seek a qualified contractor to provide bus tire lease and related services on GTrans' heavy-duty buses. The bid was posted on PlanetBids, which notified 15 firms, and DBEGoodFaith website, which notified 33 DBE firms. Notice was also advertised in the Daily Breeze, Gardena Valley News, Transit Talent, several professional organizations, and transit organizations. A total of 10 vendors downloaded the bid, and GTrans received three bids: The Goodyear Tire & Rubber Company ("Goodyear"), Michelin North America, Inc. ("Michelin"), and Bridgestone Americas Tire Operations, LLC ("Bridgestone"). Of the three bids received, bids from Michelin and Bridgestone were determined to be unable to meet the technical requirements. Goodyear's bid was determined to be responsible and responsive.

Goodyear submitted a bid for a two-year base contract plus three, one-year option years, totaling \$537,772. This total value is based on GTrans' provided estimated mileage during the five-year period and consisted of two elements: a rate per mile for each type of tire and a fixed fee for labor associated with monitoring and replacing tires. GTrans would like to include a 20 percent contingency, or \$107,555 to accommodate any unforeseen costs that may arise,

especially as GTrans evaluates new service expansion opportunities in the future. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management. GTrans has reviewed the pricing and determined it to be fair and reasonable.

Also, as part of the agreement with the current supplier, Michelin, GTrans is required to purchase the remaining life on the leased tires currently on the buses. The current contract states that this cost is calculated by multiplying the percentage of remaining rubber tread, by the average mileage, by the applicable billing rate per mile. Based on the projections of GTrans' fleet type and anticipated mileage estimates, the contractual obligation will not exceed \$138,000 including relevant taxes. The additional cost of the tire buyout from the Michelin contract will be partially offset by the lower mileage incurred on Goodyear tires during the same period.

Staff respectfully requests that City Council approve the award of a two-year base, plus three one-year option contract to The Goodyear Tire & Rubber Company, for bus tire lease and related services at a five-year cost of \$537,772 plus an additional 20 percent contingency (\$107,555), for a total of \$645,326. In addition, staff requests that City Council approve the purchase of the remaining life on existing tires from Michelin North America, Inc., not to exceed \$138,000.

FINANCIAL IMPACT/COST:

GTrans has funding under federal and local grants designated for the bus tire lease contract and buyout. There is no impact to the General Fund.

ATTACHMENTS:

IFB 2024-01 Contract Package with Goodyear.pdf

APPROVED:

Clint Osorio, City Manager

Oleunoms.

AGREEMENT BETWEEN THE CITY OF GARDENA

AND

THE GOODYEAR TIRE & RUBBER COMPANY

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

Recitals.

- A. City is desirous of hiring bus tire lease services.
- 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 IFB NO. 2024-01 "BUS TIRE LEASE", 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. <u>Additional Services</u>. 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. <u>Agreement Administrator</u>. 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. <u>Consultant's Proposal.</u> This Agreement shall include and incorporate therein City's IFB NO. 2024-01 "BUS TIRE LEASE", 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. <u>Compensation.</u> 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. Either party may terminate this Agreement without any cause by providing written notice to the other party not less than thirty (30) 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. If City fails to make any payment due or to perform any obligation under this Agreement, Consultant may, at its option and without waiving or limiting any of its other rights or remedies under this Agreement or at law, declare all of City's indebtedness and obligations to Consultant to be immediately due and payable and may immediately terminate this Agreement by giving written notice to City to that effect.
- 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 relevant files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant directly related to Contractor's performance 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. <u>Invoices and Payments.</u>

- 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 applicable 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. <u>Successors and Assignment.</u> This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other party, nor shall Consultant subcontract any services to be performed without first providing written notice to City.
- 12. <u>Change in Name, Ownership or Control.</u> Consultant shall notify the Agreement Administrator and City shall notify Consultant, in writing, of any change in name, ownership or control of such party or its subconsultant. Change of ownership or control of either Party may require an amendment to the Agreement.
- 13. <u>Key Personnel</u>. 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. This section is intentionally left blank.
- 15. <u>Confidentiality</u>. 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 Subconsultants 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. <u>Nonuse of Intellectual Property of Third Parties.</u> 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. This section is intentionally left blank.
- 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 there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

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. <u>Guarantee and Warranty.</u> 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, with coverage at least as broad as Insurance Services Office Form CG 00 01, 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, 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. This section is intentionally left blank.
- 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 Certificate(s) of Insurance 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 certificate(s) and endorsement 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 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 terminate this Agreement.

22. Indemnity.

- A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property to the extent not caused by the negligence or willful misconduct of City.
- 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 to the extent 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. <u>Independent Contractor.</u> 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. <u>PERS Eligibility Indemnification.</u> 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. <u>Notices.</u> 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 The Goodyear Tire & Rubber Company Attn: Walter L. Welker 200 Innovation Way D/710 Akron, Ohio 44316-0001 Email: walt_welker@goodyear.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. <u>Severability.</u> 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. <u>Jurisdiction and Venue.</u> 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. <u>Waiver.</u> 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. <u>Electronic Signatures</u>. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will 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, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.
- 30. <u>Joint Drafting</u>. 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. <u>Public Records Act Disclosure</u>. 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 7920.000 *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 7924.510, 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. <u>Authority to Execute</u>. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
- 33. 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.
- 34. Entire Agreement. This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

(The Remainder of This Page is Intentionally Left Blank)
(Signature Page Follows)

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: THE GOODYEAR TIRE & I	RUBBER COMPANY
By Walt Welker Manager Business Operations, Co	Date 11/6/2024 ontract Acquisition & Compliance
APPROVED AS TO FORM:	
Carmen Vasquez City Attorney	Date 10/30/2024
City Attorney	
ATTEST:	
Mina Semenza	Date
City Clerk	

AMENDMENT 1

INVITATION FOR BIDS - BUS TIRE LEASE

IFB No. 2024-01

ATTACHMENT A - BID FORM

FIRM NAME: The Goodyear Tire & Rubber Company

	BASE YEAR ONE								
Line #	Bus Type	Tire Type	# of Buses	# of Wheels Per Bus	Grand Total Estimated Annual Mileage	Offered Tire Name	Tire Rate Per Mile	Annual Cost (Grand Total Estimated Annual Mileage x Tire Rate Per Mile)	
1	El Dorado National 40 LF	305/70R22.5 L	39	6	8,175,000	Metro Miler G652	\$ 0.010400	\$ 85,020.00	
2	Gillig BEB 40 LF	Front: 315/80R22.5 (L)	7	2	40,000	Urban Max BSA EV	\$ 0.016726	\$ 669.04	
2	Gillig BEB 40 LF	Rear: 315/80R22.5 (J)	, [4	80,000	Intercity Cruiser	\$ 0.016726	\$ 1,338.08	
3	New Flyer GE 40 LF	305/70R22.5	7	6	60,000	Metro Miler G652	\$ 0.010400	\$ 624.00	
4	New Flyer ZEB 40 LF	305/70R22.5	5	6	45,000	Metro Miler G652	\$ 0.010400	\$ 468.00	
5	-	Grand Total All Buses	58	24	8,400,000	-	-	\$ 88,119.12	
	Tire Service (Labor)			Months	-	Fixed Monthly Rate	Annual Cost (Fixed Monthly Rate x 12)		
6	6 Tire Service (Labor) per IFB Section 3.5 "Service Requirements"			12	-	\$ 1,075.00	\$ 12,900.00		
7 BASE YEAR ONE GRAND TOTAL (Lines 5 + Line 6)							\$ 101,019.12		

	BASE YEAR TWO								
Line #	Bus Type	Tire Type	# of Buses	# of Wheels Per Bus	Grand Total Estimated Annual Mileage	Offered Tire Name	Tire Rate Per Mile	Annual Cost (Grand Total Estimated Annual Mileage x Tire Rate Per Mile)	
1	El Dorado National 40 LF	305/70R22.5 L	39	6	8,175,000	Metro Miler G652	\$ 0.010712	\$ 87,570.60	
2	Gillig BEB 40 LF	Front: 315/80R22.5 (L)	7	2	40,000	Urban Max BSA EV	\$ 0.017228	\$ 689.12	
	Gillig BEB 40 LF	Rear: 315/80R22.5 (J)	,	4	80,000	Intercity Cruiser	\$ 0.017228	\$ 1,378.24	
3	New Flyer GE 40 LF	305/70R22.5	7	6	60,000	Metro Miler G652	\$ 0.010712	\$ 642.72	
4	New Flyer ZEB 40 LF	305/70R22.5	5	6	45,000	Metro Miler G652	\$ 0.010712	\$ 482.04	
5	-	Grand Total All Buses	58	24	8,400,000	-	-	\$ 90,762.72	
	Tire Service (Labor)			Months	-	Fixed Monthly Rate	Annual Cost (Fixed Monthly Rate x 12)		
6 Tire Service (Labor) per IFB Section 3.5 "Service Requirements"			12	-	\$ 1,120.00	\$ 13,440.00			
7 BASE YEAR TWO GRAND TOTAL (Lines 5 + Line 6)							\$ 104,202.72		

	YEAR 3 - OPTION YEAR ONE								
Line #	Bus Type	Tire Type	# of Buses	# of Wheels Per Bus	Grand Total Estimated Annual Mileage	Offered Tire Name	Tire Rate Per Mile	Annual Cost (Grand Total Estimated Annual Mileage x Tire Rate Per Mile)	
1	El Dorado National 40 LF	305/70R22.5 L	39	6	8,175,000	Metro Miler G652	\$ 0.011032	\$ 90,186.60	
2	Gillig BEB 40 LF	Front: 315/80R22.5 (L)	7	2	40,000	Urban Max BSA EV	\$ 0.017744	\$ 709.76	
		Rear: 315/80R22.5 (J)	,	4	80,000	Intercity Cruiser	\$ 0.017744	\$ 1,419.52	
3	New Flyer GE 40 LF	305/70R22.5	7	6	60,000	Metro Miler G652	\$ 0.011032	\$ 661.92	
4	New Flyer ZEB 40 LF	305/70R22.5	5	6	45,000	Metro Miler G652	\$ 0.011032	\$ 496.44	
5	-	Grand Total All Buses	58	24	8,400,000	-	-	\$ 93,474.24	
	Tire Service (Labor)			Months	-	Fixed Monthly Rate	Annual Cost (Fixed Monthly Rate x 12)		
6	Tire Service (Labor) pe	r IFB Section 3.5 "Service	Requirements"		12	-	\$ 1,165.00	\$ 13,980.00	
7 OPTION YEAR ONE GRAND TOTAL (Lines 5 + Line 6)							\$ 107,454.24		

	YEAR 4 - OPTION YEAR TWO								
Line #	Bus Type	Tire Type	# of Buses	# of Wheels Per Bus	Grand Total Estimated Annual Mileage	Offered Tire Name	Tire Rate Per Mile	Annual Cost (Grand Total Estimated Annual Mileage x Tire Rate Per Mile)	
1	El Dorado National 40 LF	305/70R22.5 L	39	6	8,175,000	Metro Miler G652	\$ 0.011364	\$ 92,900.70	
2	Gillig BEB 40 LF	Front: 315/80R22.5 (L)	7	2	40,000	Urban Max BSA EV	\$ 0.018276	\$ 731.04	
	Olling BEB 40 El	Rear: 315/80R22.5 (J)	,	4	80,000	Intercity Cruiser	\$ 0.018276	\$ 1,462.08	
3	New Flyer GE 40 LF	305/70R22.5	7	6	60,000	Metro Miler G652	\$ 0.011364	\$ 681.84	
4	New Flyer ZEB 40 LF	305/70R22.5	5	6	45,000	Metro Miler G652	\$ 0.011364	\$ 511.38	
5	•	Grand Total All Buses	58	24	8,400,000	-	-	\$ 96,287.04	
	Tire Service (Labor)			Months	-	Fixed Monthly Rate	Annual Cost (Fixed Monthly Rate x 12)		
6	Tire Service (Labor) pe	r IFB Section 3.5 "Service	Requirements"		12	-	\$ 1,210.00	\$ 14,520.00	
7 OPTION YEAR TWO GRAND TOTAL (Lines 5 + Line 6)							\$ 110,807.04		

	YEAR 5 - OPTION YEAR THREE								
Line #	Bus Type	Tire Type	# of Buses	# of Wheels Per Bus	Grand Total Estimated Annual Mileage	Offered Tire Name	Tire Rate Per Mile	Annual Cost (Grand Total Estimated Annual Mileage x Tire Rate Per Mile)	
1	El Dorado National 40 LF	305/70R22.5 L	39	6	8,175,000	Metro Miler G652	\$ 0.011704	\$ 95,680.20	
2	Gillig BEB 40 LF	Front: 315/80R22.5 (L)	7	2	40,000	Urban Max BSA EV	\$ 0.018824	\$ 752.96	
	Gillig BEB 40 LF	Rear: 315/80R22.5 (J)	,	4	80,000	Intercity Cruiser	\$ 0.018824	\$ 1,505.92	
3	New Flyer GE 40 LF	305/70R22.5	7	6	60,000	Metro Miler G652	\$ 0.011704	\$ 702.24	
4	New Flyer ZEB 40 LF	305/70R22.5	5	6	45,000	Metro Miler G652	\$ 0.011704	\$ 526.68	
5	-	Grand Total All Buses	58	24	8,400,000	-	-	\$ 99,168.00	
	Tire Service (Labor)			Months	-	Fixed Monthly Rate	Annual Cost (Fixed Monthly Rate x 12)		
6	Tire Service (Labor) pe	r IFB Section 3.5 "Service	Requirements"		12	-	\$ 1,260.00	\$ 15,120.00	
7 OPTION YEAR THREE GRAND TOTAL (Lines 5 + Line 6)						\$ 114,288.00			

Grand Total (Base Option Years)	
\$	537,771.12

Bid prices shall be in strict accordance with all conditions of the IFB No. 2024-01 including addenda Bid prices shall be valid for 120 days from bid due date

Walter L. Welker

APTHORIZED OFFICIAL PRINT NAME

AUTHORIZED OFFICIAL SIGNATURE

Manager Business Operations Mileage Sales, Lease & Service

TITLE

August 30, 2024

DATE



13999 SOUTH WESTERN AVE. / GARDENA, CALIFORNIA 90249-3005 / WWW.RIDEGTRANS.COM / PHONE (310) 965-8888

September 12, 2024

The Goodyear Tire & Rubber Company

Attn: Walter L. Welker, Manager Business Operations

Via Email

Subject: Clarification Request for IFB 2024-01 "Bus Tire Lease"

Dear Mr. Welker,

Thank you for submitting Goodyear's bid for Invitation for Bids (IFB) 2024-01 "Bus Tire Lease."

GTrans is requesting a clarification letter to be submitted to Rachel Yoo via email at ryoo@gardeanbus.com by no later than Thursday, September 19, 2024 at 5:00 pm PST. If Goodyear's response to the clarification letter is submitted after the deadline, Goodyear's bid may be rejected in its entirety.

IFB Section 1.5 "Inquiries, Clarifications, Deviations" states, "Should a Bidder have inquiries, require clarifications, request deviations, and/or exceptions to this IFB, the Bidder shall notify the City in writing via PlanetBids only. Should The City, in its sole discretion, determine that the point in question is not clearly and fully set forth, The City will issue a written addendum clarifying the matter via PlanetBids. All inquiries, clarifications, or requests for deviations shall be submitted by Friday, August 16, 2024 at 3:00 PM PST. Responses and addendums shall be published via PlanetBids."

As no deviations or clarifications were submitted by Goodyear during the Question & Answer period described in Section 1.5, GTrans requires that Goodyear respond in writing that Goodyear shall meet all of the requirements per the scope of work including but not limited to the following described areas. Furthermore, Goodyear shall clearly state that the bid amount shall remain as originally submitted with no change in costs. Otherwise, Goodyear's bid may be deemed non-responsive and rejected in its entirety.



- Warranty In order to maintain warranty, Contractor and GTrans shall follow the tire warranty requirements. Please confirm that Goodyear shall follow all tire warranty requirements.
- GTrans' Scope of Work 3.4(B) "Supply of Tires"
 - o GTrans requires that "The Contractor shall maintain a mutually agreed sufficient supply of tires for each wheel on each bus, plus a sufficient number of spare tires, based on a ratio of one (1.0) tire per vehicle per tire size, to ensure continuity of service at all times during the term of this Contract."
 - O Under "Tire Service Requirements," Goodyear stated "Supply and maintain numerically (with customer prefix) branded transit bus tire levels at GTrans bus maintenance facility with a minimum of one-half (1/2) spare transit bus tire, per vehicle, per tire size that meet all regulatory requirements to assure uninterrupted service.
 - O Please confirm that Goodyear shall conform to GTrans' requirements completely.
- GTrans' Scope of Work 3.4(D) "Original, Recapped, and Re-grooved Tires"
 - GTrans requires that "Only new and unused tires are acceptable and shall be maintained in a state of proper inflation and balance at all times by the contractor during the terms of this contract."
 - Under "Tire Service Requirements," Goodyear stated, "Deliver all new and/or retreaded lease tire as required."
 - o Please confirm that Goodyear shall conform to GTrans' requirements completely.

Thank you for your continued interest in working with GTrans.

Sincerely,

Dana Pynn

Assistant Director of Transportation

The Goodyear Tire & Rubber Company

200 Innovation Way **Akron, Ohio 44316-0001**

PHONE: 1-800 MILEAGE

MILEAGE SALES, LEASE & SERVICE D/710

DATE September 19, 2024

TO Rachel Yoo

Transit Administrative Supervisor

City of Gardena

GTrans

13999 S. Western Ave. Gardena, CA 90249

SUBJECT IFB No. 2024-01

Bus Tire Lease

Clarifications to submission

Ms. Yoo -

We appreciate the opportunity to further clarify our submission.

In regard to IFB Section 1.5 Inquiries, Clarifications, Deviations, I am attaching to this email a mark-up of Addendum 1 highlighting the items submitted by Goodyear through PlanetBids. In addition, I am attaching the email confirmations of those items from PlanetBids.

Goodyear is not requesting or expecting a deviation from the pricing submitted and the bid amount shall remain as originally submitted, subject to 1.19 Bid Validity Period of 120 days from the bid due date.

For tire warranty, there is no specific language in IFB 2024-01 specific to tire warranty. Goodyear did include warranty information with its submission (Form I). If there are specific questions regarding warranty, Goodyear would be happy to answer them. Otherwise, Goodyear shall follow all tire warranty requirements.

In regard to GTrans' Scope of Work 3.4(B) Supply of Tires, Goodyear can agree to GTrans' requirement of a ration of one (1.0) tire per vehicle per tire size. Goodyear shall conform to GTrans' requirements completely.

In regard to GTrans's Scope of Work 3.4(D) Original, Recapped, and Re-grooved Tires, the specification was clear that retreads would not be utilized. Our Form J Tire Information does not include any information on retreads. Goodyear will not be supplying retreads on this contract and shall conform to GTrans' requirements completely.

We believe that we have responded to the clarifications completely. However, if there is still a need for further clarification, please continue to reach out to me with questions.

Best Regards,

Walter L. Welker

Manager Business Operations

Contract Acquisition and Compliance Mileage Sales, Lease and Service

The Goodyear Tire & Rubber Company

200 Innovation Way **Akron, Ohio 44316-0001**

PHONE: 1-800 MILEAGE

MILEAGE SALES, LEASE & SERVICE D/710

DATE October 15, 2024

TO Rachel Yoo

Transit Administrative Supervisor

City of Gardena

GTrans

13999 S. Western Ave. Gardena, CA 90249

SUBJECT IFB No. 2024-01

Bus Tire Lease

Follow-up from October 8, 2024 meeting

Ms. Yoo -

As a follow-up to our meeting on October 8th, I have attached the tire data sheets for the products that will be provided.

I wanted to confirm that Goodyear currently plans to provide the service requested in IFB No. 2024-01 with Goodyear direct labor. During the term of IFB No. 2024-01, if Goodyear would need to subcontract this labor, we would take the necessary action per the contract documents of IFB No. 2024-01 to request approval to subcontract this labor, before changing the source of labor.

Disposal of leased tires that are worn and beyond their useable life is a normal function of tire leasing. Goodyear will process and remove these tires pursuant to applicable Federal, state, and local laws, and the contract documents of IFB No. 2024-01.

Goodyear is confident that our personnel will be able to operate the VIS aluminum wheel polishing machine provided by GTrans. We do request training on operation of this machine.

Goodyear provides electronic reporting of our tire inspection data through our Tire Optix system. This can be provided through automated emails and/or direct emails. Reports can then be printed from these emails.

Please let me know if there are any other open items requiring clarification.

Best Regards,

Walter L. Welker

Manager Business Operations
Contract Acquisition and Compliance

Mileage Sales, Lease and Service

THE GOODYEAR TIRE AND RUBBER COMPANY RADIAL TRUCK TIRE ENGINEERING DATA

--MILEAGE--

Revision: 0	DATE: 10/22/2014
Tire Description Tire Size Load Range / Ply Rating Load Index Single/Dual & Speed Symbol.	Metro Miler G652 RTB B305/70R22.5 L / 20 152/150/K
T&RA Standard at 68 MPH:	
Max Load @ Inflation: Single	3550 KG at 900 KPA (7830 LBS at 130 PSI)
Dual	3350 KG at 900 KPA (7390 LBS at 130 PSI)
Tire Weight. Design Rim Width New Tire Width Loaded Tire Width Min Dual Spacing Overall Diameter. Static Loaded Radius Revolutions Per Mile Tread Contact Width Tread Radius Non-Skid at C/L Gross Contact Area Belt Fabric Ply Fabric	129.63 LBS 9.00 IN 12.1 IN 13.1 IN 13.5 IN 40.0 IN 18.6 IN 522 9.00 IN 15.4 IN 25.0 32nd IN 73 IN**2 STEEL STEEL

Approved Rims: 8.25 9.00

Usage Note:

The Goodyear Tire and Rubber Company Radial Truck Tire Engineering Data

315/80R22.5 LR-L Urban Max BSA ^{EV} Updated 04/25/2022



Product Code	158-007-992	
Load Index / Speed Symbol	161 / 157 K	
Maximum Speed	68	mph
Tire Weight	143	Pounds
Design Rim Width	9.00	Inches
Approved Rim Widths	9.00 9.75	Inches
New Tire Width	12.5	Inches
Loaded Tire Width	13.9	Inches
Minimum Dual Spacing	14.0	Inches
Overall Diameter	42.6	Inches
Static Loaded Radius	19.8	Inches
Revolutions per Mile	488	
Tread Depth at Centerline	17	32 nd Inch
Belt Fabric	Steel	
Ply Fabric	Steel	

Standard Load (Pounds) / Inflation Table

PSI	85	90	95	100	105	110	115	120	125	130
Single	6,415	6,670	6,940	7,190	7,440	7,610	7,920	8,270	9,240	10,200
Dual	5,840	6,070	6,395	6,540	6,770	6,940	7,210	7,610	8,350	9,090

THE GOODYEAR TIRE AND RUBBER COMPANY RADIAL TRUCK TIRE ENGINEERING DATA

--MILEAGE--

Revision: 10	DATE: 04/19/16
Tire Description:	B315/80R22.5
T&RA Standard at 68 MPH: Max Load @ Inflation: Single	3750 KG at 830 KPA (8270 LBS at 120 PSI)
Dual	3450 KG at 830 KPA (7610 LBS at 120 PSI)
Load Index: 154/151K ()	
New Tire Width Loaded Tire Width Min Dual Spacing Overall Diameter Static Loaded Radius Revolutions Per Mile Tread Contact Width Tread Radius Non-Skid at C/L Undertread at C/L Gross Contact Area Belt Fabric Ply Fabric Retread Buff Radius Precure Tread Width Casing Tread Base Width	9.00 IN 11.9 IN 13.0 IN 13.8 IN 42.9 IN 20.0 IN 484.2 8.4 IN 24.0 IN 21.0 32nd IN 13.0 32nd IN 79.0 IN**2 STEEL STEEL 24 9.2500
Approved Rims: 8.25* 9.00	

Usage Note:

^{*8000} MAX LOAD STEER, 7610 MAX DUAL, 13.2" MDS ON 8.25" RIM REVOLUTIONS PER MILE DOES NOT CHANGE WITH CHANGE IN RIM WIDTH. SECTION WIDTHS ARE ADJUSTED 0.1 INCH FOR EACH 1/4 INCH CHANGE IN RIM WIDTH.



3999 SOUTH WESTERN AVE. / GARDENA, CALIFORNIA 90249-3005 / WWW.RIDEGTRANS.COM / PHONE (310) 965-8888

ADDENDUM NO. 1

IFB No. 2024-01

BUS TIRE LEASE

Issued August 23, 2024

The City Gardena issues this addendum before the proposals are due, to inform proposers of revisions to the Invitation for Bid (IFB) package and is hereby made a part of the IFB documents. The following changes, additions, and/or clarifications shall be made to the requirements for the above-mentioned project. In case of a conflict between the original IFB package and this Addendum, this Addendum shall govern. All requirements contained in the IFB package shall apply to this Addendum, and the general character of the project called for in this Addendum shall be the same as originally set forth in the applicable portions of the IFB documents, unless otherwise specified under this Addendum. All incidental work necessitated by this Addendum, as required to complete the project, shall be included in the IFB, although not specifically mentioned in this addendum. The balance of the IFB documents shall remain unchanged.

This addendum includes modifications, clarifications and answers to questions received by GTrans beginning August 9, 2024 to August 16, 2024.

The proposer shall acknowledge receipt of this Addendum on Form A ("Transmittal Letter Form") as part of their proposal.

MODIFICATIONS TO IFB 2024-01 BUS TIRE LEASE:

- 1. Updated Attachment A "Bid Form" has been uploaded to PlanetBids. Bidders must use the updated Bid Form when submitting their bids.
- Updated Attachment C "Sample Agreement" includes changes GTrans agreed from this addendum has been uploaded to PlanetBids. This updated Agreement will be the version that will be used with awarding bidder.

CLARIFICATIONS TO IFB 2024-01 BUS TIRE LEASE:



Q1: Term of Agreement/Termination – Section 8(A) (Sample Agreement). Page 2 of 10: Please indicate the term of the agreement in the Agreement.

A1: The term of the agreement shall be discussed with the awarding bidder once the contract award is approved by the City of Gardena City Council. The specific dates can be included in the Notice to Proceed.

Q2: Term of Agreement/Termination – Section 8(B) (Sample Agreement). Page 2 of 10: Please revise this Subsection as follows: "Either party may terminate this Agreement without cause by providing written notice to the other party not less than thirty days prior to an effective termination date. Upon termination of this Agreement by either party, Consultant shall be paid its close out costs including the remaining value of tread on leased tires mounted on buses and in spare stock."

A2: GTrans will agree to the following new language. Attachment C, "Sample Agreement" Section 8.B "Term of Agreement/Termination" shall now read as follows:

B. Either party may terminate this Agreement without any cause by providing written notice to the other party not less than thirty (30) 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.

Q3: Term of Agreement/Termination – Section 8(C) (Sample Agreement). Page 2 of 10: Please replace this Subsection with the following language: "If City fails to make any payment due or to perform any obligation under this Agreement, Consultant may, at its option and without waiving or limiting any of its other rights or remedies under this Agreement or at law, declare all of City's indebtedness and obligations to Consultant to be immediately due and payable and may immediately terminate this Agreement by giving written notice to City to that effect."

A3: Yes. GTrans agrees to the proposed language.

Q4: Term of Agreement/Termination – Section 8(D) (Sample Agreement). Page 2 of 10: Two Changes: (1) Please revise the first sentence of this Subsection as follows: "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 relevant files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant directly related to Contractor's performance under this Agreement, whether completed or in progress."; (2) Please replace the last sentence of this Subsection with the following language: "Upon termination of this

Agreement for default by City, Consultant shall be paid its close out costs including the remaining value of tread on leased tires mounted on buses and in spare stock."

A4: GTrans agrees to the changes proposed in the first sentence but not to the changes proposed in the second sentence. Attachment C, "Sample Agreement" Section 8(D) "Terms of Agreement/Termination" shall now read as follows:

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 <u>relevant</u> files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant <u>directly related to Contractor's performance</u> 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.

Q5: Records/Audit – Section 10(A2) (Sample Agreement). Page 3 of 10: Please add "applicable" between "all" and "federal" in this section.

A5: Yes, GTrans agrees to the following new language. Attachment C "Sample Agreement" Section 10(A)(2) will now read as follows:

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 <u>applicable</u> federal, state and local laws and regulations.

Q6: Records/Audit – Section 10(A3) (Sample Agreement). Page 3 of 10: Please add "relevant" between "additional" and "records" in this Subsection."

A6: No, GTrans does not agree to the proposed language.

Q7: Records/Audit – Section 10(C) (Sample Agreement). Page 3 of 10: Please revise this section follows: "Consultant shall reasonably cooperate with any audit of its relevant billings conducted by, or of, City and shall permit access to its books, records and accounts directly pertaining to this Agreement and as may be necessary to conduct such audits. Any access to Consultant's records and reports pursuant to this section shall be

upon reasonable advanced notice, during normal business hours and at the sole cost and expense of the accessing party."

A7: No, GTrans does not agree to the proposed language.

Q8: Successors and Assignment – Section 11 (Sample Agreement). Page 3 of 10: Please revise the second sentence of this Subsection as follows: "Except as otherwise provided herein, neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other party, nor shall Consultant subcontract any services to be performed without amending this Agreement."

A8: GTrans will agree to the following new language. Attachment C, "Sample Agreement," Section 11, "Successors and Assignment" shall now read as follows:

11. <u>Successors and Assignment.</u> This Agreement covers professional services of a specific and unique nature. Except as otherwise noted herein, <u>neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other party, nor shall Consultant subcontract any services to be performed without first providing written notice to City.</u>

Q9: Change in Name, Ownership, or Control – Section 12 (Sample Agreement). Page 3 of 10: Please revise this section as follows: "Consultant shall notify the Agreement Administrator and City shall notify Consultant, in writing, of any change in name, ownership or control of such party or its subconsultant. Change of ownership or control either Party may require an amendment to the Agreement."

A9: Yes, GTrans agrees to the proposed language.

Q10: Key Personnel – Section 13 (Sample Agreement). Page 3 of 10: Please strike the last sentence of this section.

A10: No, GTrans does not agree to this proposed language.

Q11: Use of Materials – Section 14(b) (Sample Agreement). Page 3 of 10: Please strike this Subsection in its entirety. Out of scope for this Agreement.

A11: Yes, GTrans agrees to the change. Attachment C, "Sample Agreement" Section 14(b) shall now read as follows:

B. This section is intentionally left blank.

Q12: Ownership of Work Product – Section 17 (Sample Agreement). Page 4 of 10: Please strike this section in its entirety. Out of scope for this Agreement.

A12: Yes, GTrans agrees to the change. Attachment C, "Sample Agreement" Section 17 shall now read as follows:

17. This section is intentionally left blank.

Q13: Guarantee and Warranty – Section 20 (Sample Agreement). Page 5 of 10: Please delete this section in its entirety and replace with the following: "The tires are subject only to Contractor's standard limited warranty and its warranty policies currently available at www.commercial.bridgestone.com, as updated from time to time and in effect at the time of purchase (the "SLW"). The SLW is incorporated by reference into the terms of this Contract. To the extent there is a conflict between this Contract and the terms of the SLW, the SLW terms will govern. Contractor shall not be responsible for any warranties or services related to any such tires from companies other than Contractor."

A13: No, GTrans does not agree to this proposed language.

Q14: Insurance – Section 21(D) (Sample Agreement). Page 6 of 10: Bridgestone Insurance Policies are proprietary and cannot be shared. Please revise the last sentence of this Subsection as follows: "If Consultant does not deposit copies Certificate(s) of Insurance with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder."

A14: Yes, GTrans agrees to the proposed language.

Q15: Insurance – Section 21(F) (Sample Agreement). Page 6 of 10: Please revise this subsection as follows: "Consultant shall furnish City with certificate(s) 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 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."

A15: GTrans will agree to the following new language, which will also apply to Question #38 below. Attachment C, "Sample Agreement" Section 21.F "Insurance" shall now read as follows:

F. Verification of Compliance. Consultant shall furnish City with certificate(s) and endorsement 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 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.

Q16: Indemnity – Section 22(A) (Sample Agreement). Page 7 of 10: Please add the following language to the end of this sentence: "to the extent not caused by the negligence or willful misconduct of City."

A16: Yes, GTrans agrees to the proposed language. Attachment C, "Sample Agreement" Section 22(A) shall now read as follows:

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property to the extent not caused by the negligence or willful misconduct of City.

Q17: Indemnity – Section 22(B) (Sample Agreement). Page 7 of 10: Please strike the following phrase from the first sentence of this Subsection: "or errors or omissions to act".

A17: No, GTrans does not agree to the proposed language.

Q18: Indemnity – Section 22(C) (Sample Agreement). Page 7 of 10: Please add the following language to the end of this Subsection: "Notwithstanding any other provision of this Agreement to the contrary, in no event shall either party be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connected with this Agreement or the provision of

tires and/or services, whether based in warranty, contract, tort, negligence, strict liability, or otherwise."

A18: No, GTrans does not agree to this proposed language.

Q19: General Terms and Conditions. 2.8 "Force Majeure. Please replace this article with the following: "Notwithstanding any language in the Contract to the contrary, except for payment obligations, the Parties shall not be liable for a failure to perform where such performance is prevented by unforeseen causes or events beyond their reasonable control and without their fault or negligence, including unusually severe weather, strikes or labor disputes, natural disasters, fire, civil disturbance, terrorist attack, epidemic, war, court order, lack of or inability to obtain raw materials or supplies or acts of God. Except for payment obligations, either party may suspend performance of its obligations under this Contract without obligation to the other during the occurrence of any excusable delay, provided commercially reasonable steps are taken to mitigate the effects of the force majeure event. Each Party must inform the other in writing with proof of receipt within ten (10) business days of the existence of a force majeure event."

A19: Yes, GTrans agrees to the change to IFB Section 2.8, "Force Majeure."

Q20: (Section 3.3.A.a.) Would a dealer be considered as an "authorized agent" for servicing the account?

A20: Dealers can be considered as authorized agents as long as they meet the necessary requirements to service the bus tires by the manufacturer, able to fulfill the scope of work completely, and have good business standing with the City. Contractors may use subcontractors to fulfill the scope of work; however, the prime contractor will be the responsible entity for all products and services rendered. All subcontractors to be hired under this contract must be listed in Form F, "Designation of Subcontractors."

Q21: (Section C7) Please expand on reason for this request. If this is a mounted wheel program, why does employee need to return within 2 hours of call? Is City of Gardena open to an hourly rate for emergency road calls?

A21: GTrans revises this Scope of Work Section C(7) to now read as follows:

7. If a tire-related safety issue occurs after hours, Contractor shall return to GTrans' facilities to inspect, perform work, or resolve all issues. Contractor staff shall respond within <u>reasonable call time.</u>

Q22: (Section C1) Please confirm needed hours and schedule for contract. If services go beyond current scope of 8 hours, can the service rate be adjusted accordingly?

A22: No. The hourly requirement in the IFB shall remain as written. Please see Section 3.5(E) for service hour schedule information.

Q23: (Section 3.2) Due to the load range on certain vehicles, could contractor offer multiple brands of tires outside of its portfolio and still be considered compliant, if needed?

A23: Yes. Contractors may submit bids with tires that consist of multiple brands in and outside of its portfolio, as long as the Contractor (single firm) is the one signing the contract and responsible for all tires and related services. All tire specification sheets must be included in Required Form J "Tire Specification Sheets." However, it is up to GTrans' discretion to determine if the tires satisfy safety requirements, scope of work, and quality.

Q24: (Attachment B. Termination) In order to make this section mutual please consider inserting the following termination language under this Section as a separate paragraph:

"Contractor may terminate the Contract in its sole discretion, at any time; provided, however, that Contractor provides RIPTA with sixty (60) days prior written notice of such termination"

A24: No, GTrans does not agree to this proposed change.

Q25: Scope of Work. 3.5 Service Requirements. C. Continuous Service – Contractor Responsibilities. Eight (8) hours per month appears a small amount of time in servicing this fleet. Please confirm this requirement is correct.

A25: See question #22.

Q26: Sample Agreement. 8. Term of Agreement/Termination. Item B. Please replace with the following: Either party may terminate this Agreement without any cause by providing written notice to the other party not less than thirty (30) 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.

A26: See guestion #2.

Q27: Sample Agreement. 8. Term of Agreement/Termination. Item C. Please replace this article with the following: If City fails to make any payment due or to perform any obligation under this Agreement, Consultant may, at its option and without waiving or limiting any of its other rights or remedies under this Agreement or at law, declare all of City's indebtedness and obligations to Consultant to be immediately due and payable and may immediately terminate this Agreement by giving written notice to City to that effect.

A27: See question #3.

Q28: Sample Agreement. 8. Term of Agreement/Termination. Item D. Please replace this article with the following: 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 relevant files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant directly related to Consultant's performance 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.

A28: See question #4.

Q29: Sample Agreement. 14. Use of Materials. Item B. Please remove this subsection in its entirety.

A29: See question #11.

Q30: Sample Agreement. 17. Ownership of Work Product. Please remove this article. REASON: Commercially available items are being procured and not 'works for hire'. There should not be any exchange of intellectual property or copyright.

A30: See question #12.

Q31: Sample Agreement. 21. Insurance. Item C.1. Commercial General Liability. Please confirm this coverage may be provided through self-insured retentions. The major corporations participating in tire leasing utilize self-insurance for this coverage as a part of their insurance program.

A31: Yes. Coverage may be provided through self-insured retentions.

Q32: Sample Agreement. 21. Insurance. Item C.4. Professional Errors & Omissions. Please confirm this coverage is not applicable to this procurement.

A32: Yes, this section is not applicable to this procurement. Attachment C, "Sample Agreement" Section 21(C)(4) shall now read as follows:

4. This section is intentionally left blank.

Q33: Sample Agreement. 21. Insurance. Item C.5.a. Please confirm additional insured status is not required for Worker's Compensation and Employer's Liability Insurance.

A33: The additional insured status is required for this insurance section.

Q34: Sample Agreement. 21. Insurance. Item C.5.b. In lieu of insurer, please confirm Consultant may provide this notice.

A34: Yes. Consultant may provide this notice.

Q35: Sample Agreement. 21. Insurance. Item C.5.b. Please confirm your understanding that negotiation of policies can occur up to the point of expiration. Thirty (30) day prior written notice cannot be provided in all instances.

A35: Yes. GTrans agrees to this understanding.

Q36: Sample Agreement. 21. Insurance. Item D. Additional Requirements. Major corporations consider insurance policies confidential and proprietary and do not provide copies. Please confirm if City would consider inspection of policies of in lieu of copies.

A36: See question #14.

Q37: Sample Agreement. 21. Insurance. Item D. Additional Requirements. Endorsements. Please confirm that specific contract information may be conveyed on Certificate(s) of Insurance in lieu of specific contract policy endorsements. REASON: Major global corporations contract with thousands of entities. As a matter of practicability, policies are not endorsed for specific individual contracts.

A37: See question #14.

Q38: Sample Agreement. 21. Insurance. Item F. Verification of Compliance. Please replace this article with the following: Consultant shall furnish City with original certificates. 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.

A38: See question #15.

Q39: Sample Agreement. 21. Insurance. Item G. Termination for Lack of Required Coverage. Please replace this article with the following: 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 terminate this Agreement.

A39: Yes. GTrans agrees to the proposed language.

Q40: Sample Agreement. 22. Indemnity. Item A. Please replace this article with the following: Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property while performing under this Agreement, and to the extent not caused by the actions or omissions of the City, its officials, officers, employees or agents.

A40: See question #16.

Q41: Sample Agreement. 22. Indemnity. Item B. Please replace this article with the following: 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 to the extent 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.

A41: Yes. GTrans agrees to the proposed language.

Q42: Sample Agreement. 22. Indemnity. Item C. Please remove this article.

A42: No, GTrans does not agree to this modification.

Q43: Attachment A – Bid Form. For the tire service labor, please consider an hourly rate in lieu of a fixed monthly rate. REASON: This would allow flexibility if more than 8 hours are needed in a month.

A43: No. GTrans cannot accommodate to this request. Hourly requirements and bid form shall remain as written.

AS A REMINDER, THE DEADLINE TO SUBMIT PROPOSALS TO THIS RFP IS **AUGUST**30, 2024 AT 3:00 PM PST VIA PLANETBIDS.

- End of Document -



13999 SOUTH WESTERN AVE. / GARDENA, CALIFORNIA 90249-3005 / WWW.RIDEGTRANS.COM / PHONE (310) 965-8888

ADDENDUM NO. 2

IFB No. 2024-01

BUS TIRE LEASE

Issued August 23, 2024

The City Gardena issues this addendum before the proposals are due, to inform proposers of revisions to the Invitation for Bid (IFB) package and is hereby made a part of the IFB documents. The following changes, additions, and/or clarifications shall be made to the requirements for the above-mentioned project. In case of a conflict between the original IFB package and this Addendum, this Addendum shall govern. All requirements contained in the IFB package shall apply to this Addendum, and the general character of the project called for in this Addendum shall be the same as originally set forth in the applicable portions of the IFB documents, unless otherwise specified under this Addendum. All incidental work necessitated by this Addendum, as required to complete the project, shall be included in the IFB, although not specifically mentioned in this addendum. The balance of the IFB documents shall remain unchanged.

The proposer shall acknowledge receipt of this Addendum on Form A ("Transmittal Letter Form") as part of their proposal.

MODIFICATION TO IFB 2024-01 BUS TIRE LEASE:

- 1. IFB Section 3 "Scope of Work", subsection 3.5(I)(5) on page 24 shall be modified as follows:
 - 5. All Contractor reporting shall be submitted electronically as well as paper copy to GTrans Maintenance Manager and/or his designee.

AS A REMINDER, THE DEADLINE TO SUBMIT PROPOSALS TO THIS RFP IS AUGUST 30, 2024 AT 3:00 PM PST VIA PLANETBIDS.

- End of Document -





FOR BUS TIRE LEASE

IFB NO. 2024-01

AUGUST 2024

City of Gardena

Transportation Department

13999 S. Western Avenue Gardena, CA 90249 ATTACHMENT C - SAMPLE AGREEMENT

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INVITATION FOR BID No. 2024-01 BUS TIRE LEASE

PUBLIC NOTICE IS HEREBY GIVEN that the City of Gardena – its Transportation Department (GTrans) invites and shall receive bids up to **Friday**, **August 30**, **2024**, **at 3:00 PM PST** from transit bus tire manufacturers for bus tire lease services on GTrans' heavy-duty bus tires. The Contract term shall be two years base with an additional three, one-year options. Notice to Contractor of intent to execute options shall be given prior to the end of the then-current contract, as amended. Options may be executed upon the sole discretion of the City.

Copies of the bid and any addendums may be obtained by visiting The City' online procurement platform, "PlanetBids", which can be accessed via GTrans webpage at:

http://ridegtrans.com/contact/how-to-do-business-with-The City/

Bids shall only be accepted via PlanetBids and are due by no later than **Friday**, **August 30**, **2024**, **at 3:00 PM PST**.

FURTHER NOTICE IS GIVEN that 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, Bidders are hereby notified that DBEs are encouraged to submit bids and will be afforded full opportunity to submit and participate in this request. Prime contractors should exert best efforts to subcontract work to DBEs as part of their bid.

PROCUREMENT SCHEDULE

Activity	ACTIVITY
Invitation for Bid (IFB) Release	Friday, August 9, 2024
Deadline for Inquiries, Deviations and Requests for Approved Equals	Friday, August 16, 2024 at 3:00 PM PST
Bid Due Date	Friday, August 30, 2024 at 3:00 PM PST

(Note: City reserves the right to modify this schedule as needed.)

SECTION 1

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.1 MINIMUM QUALIFICATIONS TO BID

In order for a bid to be considered, the bidder shall bid all tires and provide all services per the Scope of Work for all years, the two base years and three one-year options. This contract will be awarded in whole and not in parts. In addition, GTrans shall evaluate the technical capacity of the tires bidded and reserves the right to reject a bid based on tires not deemed adequate at its sole discretion.

1.2 BID FORMAT AND SUBMITTAL

The bidding process will be conducted online via The City' electronic bidding system, "PlanetBids". PlanetBids can be accessed via GTrans' website at: http://ridegtrans.com/contact/how-to-do-business-with-gtrans/

Bids shall not include any unnecessarily elaborate or promotional material. Bids may not be modified or corrected after bid due time unless an addendum is issued requesting resubmissions. Bids shall not be valid until all information has been verified and Bids references have been checked. All Bids shall be accompanied by a completed and signed letter of transmittal provided as a part of this IFB.

Bids shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Bid non-responsive. Unauthorized conditions, limitations, or provisions attached to a Bid shall render the Bid non-conforming and non-responsive and may cause its rejection. The completed Bid shall be without interlineations, alterations, or erasures. No verbal modifications shall be accepted.

In addition to submission of the items on the "Bid Submission Checklist", bidders shall enter their total unit costs in the bid/cost section in PlanetBids for each year. Bidders shall submit their bid cost in both PlanetBids' line items as well as GTrans' required forms. In the event of any discrepancies between the inputted cost amounts in PlanetBids and the IFB's Bid Form (Attachment A), the Bid Form shall dictate the basis for determining the lowest bid amount.

Bids shall be accepted via PlanetBids only and are due by no later than **Friday, August 30, 2024, at 3:00 PM PST**. Bids submitted via any other method shall be rejected.

1.3 EXAMINATION OF BID DOCUMENTS

By submitting a Bid, Bidder represents that: (1) Bidder has thoroughly examined and become familiar with the Work required under this IFB, (2) Bidder comprehends all conditions that may impact the Bid, (3) Bidder has reviewed all addenda, and (4) Bidder is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this IFB, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Bidders' own risk. A Bidder shall have no claim against the City based upon ignorance of or misunderstanding of the IFB documents. Once the award has been made, failure of a Bidder to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Bidder to withdraw its Bid or to seek additional compensation.

1.4 ADDENDA

Any changes made by the City to the requirements in this IFB will be made by written addenda. Any written addenda issued to this IFB shall be incorporated into the terms and conditions of any resulting

Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. The City reserves the right to revise or withdraw this IFB at any time and for any reason. Addenda shall be published via The City's online bidding platform.

1.5 INQUIRIES, CLARIFICATIONS, DEVIATIONS

Should a Bidder have inquiries, require clarifications, request deviations, and/or exceptions to this IFB, the Bidder shall notify The City in writing via PlanetBids only. Should The City, in its sole discretion, determine that the point in question is not clearly and fully set forth, The City will issue a written addendum clarifying the matter via PlanetBids.

All inquiries, clarifications, or requests for deviations shall be submitted by **Friday**, **August 16**, **2024 at 3:00 PM PST.** Responses and addendums shall be published via PlanetBids.

1.6 REQUESTS FOR APPROVED EQUALS

Request for approved equals shall be received by the City of Gardena Transportation Department in writing via Planetbids by no later than **Friday, August 16, 2024 at 3:00 PM PST.** Any request for an approved equal shall be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the salient characteristics noted in the specifications in Section 3, "Scope of Work." The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the BIDDER, who shall furnish all necessary information at no cost to the City. The City shall be sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.

The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section. Request for approved equals received after the deadline will not be accepted or responded to.

1.7 ERRORS IN BID

All Bidders are responsible for errors and omissions in their Bid. No consideration will be given by The City to allow Bids to be withdrawn once a Bid has been opened. Any errors and omissions will not serve to diminish the Bidder's obligations to The City.

1.8 MODIFICATION OR WITHDRAWAL OF BID

Bidders may modify or withdraw their Bid in writing, provided that such requests are received by The City prior to the exact hour and date specified for Bid submission or they shall be disregarded. A bid may also be withdrawn in person by a bidder or an authorized representative prior to the bid deadline provided the bidder's identity is made known and her/she signs a receipt for the bid.

1.9 BID REJECTION

In its discretion, the City reserves the right to:

- A. Reject any and/or all Bids for no reason or any reason including but not limited to the following:
 - 1. The Bid is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.

- 2. The Bidder, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
- 3. The Bidder failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
- B. Reject any Bid that, in the opinion of the City is so unbalanced in comparison to other Bids received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
- C. Accept all or any part of a Bid.
- D. Cancel the entire IFB.
- E. Issue subsequent IFBs.
- F. Waive any errors or informalities in any Bid, to the extent permitted by law.
- G. Award to one or more bidders in part or whole or award to none

1.10 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre- contractual expenses are defined as expenses incurred by Bidder in:

- Preparing the Bid in response to this request.
- Submitting that Bid to the City.
- Negotiating with the City any matter related to this Bid, and/or
- Any other expenses incurred by the Bidder prior to date of award.

1.11 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Bidder's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the IFB.

1.12 CONFIDENTIALITY AND PUBLIC RECORD

All Bidders are hereby put on notice that each Bid received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Bid confidential as a trade secret is first obtained, each Bid shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Bids or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Bid or portion thereof where such disclosure is required by law.

1.13 JOINT OFFERS

Where two or more Bidders desire to submit in response to this IFB, they shall do so on a prime-subcontractor basis rather than as a joint venture. City of Gardena intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Bid submitted on behalf of any form of joint venture or partnership between two (2) existing Bidders may be rejected as non-responsive.

1.14 SINGLE BID RESPONSE

If only one Bid is received in response to this IFB, a detailed cost/price Bid may be requested of the Bidder. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Bidder shall

be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, and profit) and documentation supporting all cost elements.

1.15 PROTEST PROCEDURES

City of Gardena Ordinance No. 1493 specifies the policies and procedures to be used to ensure that all purchases, contracts and services are obtained through fair and open competition. The Purchasing Officer has the authority and the responsibility to ensure 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:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause undue harm to the City or funding agent.
 - (a) 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 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 received actual or constructive notice of the recipient's final decision. Likewise, the protester shall provide 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 – *BUS TIRE LEASE* – *IFB 2024-01*13999 S. Western Ave.
Gardena, CA 90249

Formal Protests shall clearly state the following on the outside of the envelope:

BID PROTEST FOR - "BUS TIRE LEASE - IFB 2024-01"

1.16 INCORPORATION OF BID INTO AGREEMENT

This IFB and the Bidder's response, including all promises, warranties, commitments and representations made in the successful Bid, shall be binding and incorporated by reference in the City's contract with the successful Bidder.

1.17 AWARD OF CONTRACT

Bids will be evaluated based on the lowest grand total price, base plus the options years. The City will only accept the lowest <u>responsive and responsible</u> Bid that is in compliance with the Bid specifications and Scope of Work as described in this IFB document. The responsiveness and responsibility of the lowest bidder shall be evaluated by GTrans after bid opening.

If two or more bids received are for an equivalent amount, quality and service being equal and if public interest will not permit the delay of re-advertising for bids, GTrans may accept the bid it chooses or accept the lowest bid made by negotiation with the tie bidders.

The successful Bidder will be deemed to be a responsible contractor possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. Federal Transit Administration (FTA) expects the prospective contractor to demonstrate affirmatively to the grantee that it qualifies as "responsible" and that its proposed subcontractors also qualify as "responsible." Factors of responsibility determinations include:

<u>Integrity and Ethics</u> - Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).

<u>Debarment and Suspension</u> - Is neither debarred nor suspended from Federal programs under U.S. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.

<u>Affirmative Action and DBE</u> - Is in compliance with the Common Grant Rules' affirmative action and DOT's Disadvantaged Business Enterprise requirements.

<u>Public Policy</u> - Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B).

Administrative and Technical Capacity - Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).

Licensing and Taxes - Is in compliance with applicable licensing and tax laws and regulations.

<u>Financial Resources</u> - Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).

<u>Production Capability</u> - Has, or can obtain, the necessary production, construction, and technical equipment and facilities.

<u>Timeliness</u> - Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

<u>Performance Record</u> - Is able to provide a satisfactory current and past performance record.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all bids for any reasons, to waive any informality or minor errors as determined by the City in any Bid and to award the Agreement as the interest of the City may require.

1.18 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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.

1.19 BID VALIDITY PERIOD

Bids and all terms and conditions herein shall be valid for a period of 120 days from the bid due date.

SECTION 2

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

<u>Agreement</u> - The Contract to be negotiated and entered into by the City and the successful Bidder for the work described in this IFB.

<u>Bidder/Vendor/Contactor Consultant</u> - Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this IFB.

<u>Change</u> - Additions, deletions or other revisions to the Work within the general scope of the contract. The City through issuance of a modification shall direct a change.

<u>City</u> - The City of Gardena, a municipal corporation.

<u>Contract</u> - The written agreement executed by the City and the successful Bidder which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.

<u>Days</u> - Calendar days unless specifically noted otherwise.

<u>Defect</u> - Patent or latent malfunction of failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.

IFB - Invitation for Bid.

<u>Notice to Proceed</u> - Purchase Order issued from the City to the successful Bidder specifying the date on which the Work under the Contract is to be initiated.

<u>Successful Bidder</u> – Proposer, Contractor or Consultant.

<u>Special Provisions</u> - Contract Document containing requirements that modify or supplement the General Terms and Conditions.

<u>Specifications</u> - Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification", "Statement of Work" or "Scope of Work" or "Scope of Services" or "Drawings".

<u>Work</u> - Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Bidder to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

2.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this IFB nor any interest herein nor claim hereunder may be assigned by successful Bidder either voluntarily or by operation of law, nor may all or part of this IFB or subsequent agreement be subcontracted by successful Bidder, without the prior written consent of the City of Gardena. Consent by the City shall not be deemed to relieve successful Bidder of obligations to comply fully with the requirements hereof.

2.3 SAMPLE AGREEMENT

A form approved by the City Attorney shall be executed between the City and the successful Bidder prior to commencement of any work. See Attachment C for the sample agreement. Bidders shall accept these conditions.

2.4 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Bidder shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the IFB at the F.O.B. point specified herein, and upon such delivery Bidder's responsibility for loss or damage shall cease, except for loss or damage resulting from Bidder's negligence.

2.5 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Bidder to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

2.6 INTEREST OF MEMBERS OF THE CITY

The successful Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Bidder further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Bidder.

2.7 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Bidder is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

2.8 FORCE MAJEURE

The successful Bidder shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Bidder. Examples of such causes include acts of God, civil disturbances, fire, war, pandemic, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

2.9 EXCESS REPROCUREMENT LIABILITY

Bidder shall be liable to the City of Gardena for all expenses incurred by the City in reprocuring elsewhere the same or similar items or services offered by the Bidder hereunder, should Bidder fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such procurement expense obligation by Bidder shall be limited to the excess over the price specified herein for such items or services.

2.10 CERTIFICATE OF NON-COLLUSION

Bidder's shall represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to the Bidder or another Bidder an advantage over any other Bidder. Refer to Form C for the required certification.

2.11 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Bidder against patent or copyright infringement, statutory or otherwise, it is agreed that successful Bidder shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and successful Bidder shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Bidder is promptly notified in writing of the suit or claim and given authority, information and assistance at the Bidder expense of same.

However, the successful Bidder will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Bidder when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Bidder shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Bidder shall not be obligated to indemnify the City under any settlement made without the Bidder's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Bidder's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Bidder, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

2.12 CONFLICTS OF INTEREST

Each Bidder represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Bidder shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Bidder further covenants and warrants that successful Bidder and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this IFB, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Bidder and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom successful Bidder is not currently performing work that would require successful Bidder or one of its officers, employees,

associates or subconsultants to abstain form a decision under the Contract pursuant to a conflict-of-interest statute.

2.13 PROOF OF NON-DEBARMENT OR SUSPENSION

Bidder shall not be debarred or suspended from doing business with the federal government. Bidder shall submit proof of non-debarment or suspension, by providing a printout or screenshot from the U.S. Government's official website www.sam.gov showing they are not debarred or suspended with their bid package. If Bidder is not currently registered as a vendor on www.sam.gov, then the bidder shall submit proof of application for registration with the bid package. A sample printout is available for reference, refer to sample Form H.

SECTION 3

SCOPE OF WORK

SCOPE OF WORK

3.1 BACKGROUND

The City of Gardena, GTrans is seeking bids from transit bus tire manufacturers for bus tire lease services on its' heavy-duty bus tires for a contract term with a two-year base with three one-year options.

The Contractor shall support the GTrans bus fleet at the Operations & Maintenance Facility located at 13999 S. Western Ave, Gardena, CA 90249. GTrans operates seven days a week accumulating approximately 1.4 million miles per year. As of July 1, 2024, GTrans' fleet consists of 58 buses: 39 El Dorado National Axess CNG buses, 7 Gillig Gen3 battery-electric buses, 7 New Flyer gasoline hybrid buses, and 5 New Flyer zero-emission buses. Currently, El Dorado National and New Flyer buses are equipped with Michelin tires, and Gillig buses are equipped with Goodyear tires. Each bus requires 6 tires.

3.2 MINIMUM QUALIFICATIONS TO BID

In order for a bid to be considered, the bidder shall bid all tires and provide all services per the Scope of Work for all years (two base years and three one-year options). This contract will be awarded in whole and not in parts. In addition, GTrans shall evaluate the technical capacity of the tires bidded. GTrans reserves the right to reject a bid based on tires deemed inadequate or unacceptable at its sole discretion.

3.3 GENERAL REQUIREMENTS

Each Bidder shall effectively perform all of the work, services, and support as described and required for this contract.

All materials used in the manufacture of the tires furnished under this bid shall conform to all U.S. Government and State of California laws and regulations and likewise the manufacturing of the tires furnished shall conform to all federal, state, and local laws and regulations. The Contractor shall submit, with bid response, written certification that the tires provided under this contract shall comply with all Federal, State and local laws and regulations. GTrans reserves the right to increase the amount of service if the current fleet of 58 buses increases in quantity.

A. Minimum Requirements

- **a.** Bidder must be either the manufacturer or the authorized agent of such manufacturer of the types of tires described in the specifications.
- **b.** Employee(s) assigned to GTrans should have a minimum of five (5) years of transit tire related work experience.
- **c.** Bidder shall have experience in tire leasing, servicing, maintaining, and supporting tires for a fleet of GTrans' size or larger in public sector.
- **d.** Bidder shall provide sufficient supervision, frontline workforce, resources, materials, and equipment to adequately and successfully perform this service.
- **e.** Bidder shall provide a contract transition and service start-up plan that ensures a smooth transition between the current Contractor and the new Contractor. The transition shall not disrupt GTrans' normal operation or negatively affect GTrans' ability to fulfill is daily service requirements.

B. Projected Annual Mileage

The projected annual mileage for GTrans fleet in fiscal year 2025 is 1,400,000 miles or an average of 116,667 miles per month. This is an estimate. GTrans reserves the right to add or reduce miles as needed without immediate notice to the Contractor.

3.4 TIRE REQUIREMENTS

A. <u>Title of Tires</u>

Ownership and title to any leased tire shall remain with the selected bidder unless and until a tire is purchased by GTrans as provided for at the expiration of the Contract, expiration of the run-out period, or in a Scrap Tire Contract.

B. Supply of Tires

The Contractor shall maintain a mutually agreed sufficient supply of tires for each wheel on each bus, plus a sufficient number of spare tires, based on a ratio of one (1.0) tire per vehicle per tire size, to ensure continuity of service at all times during the term of this Contract. In the event of a manufacturing delay in tires due to a strike, the Contractor shall, to the degree possible, prior to the effective day of the strike, ship additional spare tires sufficient for GTrans to maintain uninterrupted transit service during the manufacturing delay. In any event, it is the Contractor's responsibility to assure an adequate supply of tires at all times. All tires shall be delivered to the GTrans Maintenance Facility, located at 13999 S. Western Ave., Gardena, CA 90249. The Contractor shall be responsible for all cost for freight and/or delivery charges. The Contractor shall be responsible for controlling the tire purchasing process through the end of the Contract/option years in order to ensure a sufficient inventory of tires.

C. <u>Tires to be Furnished by the Contractor</u>

As the tires in the possession of GTrans at the inception of the Contract are rendered permanently unfit for use and are replaced, and thereafter throughout the Contract term, the Contractor shall furnish and continuously maintain an inventory of all new tires, including enough mounted spares to ensure that tires are available at all times to support the continuous operation of GTrans' service. All tires furnished by the Contractor shall be individually or group branded with their own unique prefix followed by sequential number for inventory control purposes prior to delivery. Tires shall be designed specifically for transit buses. The Contractor shall provide tire specifications and proof that proposed tires are designed specifically for public transit application.

Prior to the end of the contract, should the existing Contractor not be awarded as a new incumbent Contractor, the Contractor shall have a minimum two-monthly supply of unmounted spare tires, or at least 40 spares, on GTrans' property during the transition period. Notwithstanding the foregoing, the Contractor shall not run out of stock at any time during the term of this contract. If GTrans determines, in its sole discretion that a one-month supply is not adequate to meet GTrans needs, the Contractor shall increase the available stock of tires to GTrans requested amount.

Table 1: GTrans Fleet Information (As of July 2024)

BUS TYPE	2005/2009/2010 NEW FLYER	2020 EL DORADO NATIONAL	2023 EL DORADO NATIONAL	2024 GILLIG LOW FLOOR EV
TOTAL NUMBER OF BUSES	1 of 2005 8 of 2009 3 of 2010	18	21	7
FLEET INFO				
Total Estimated Mileage (July 2024 - June 2025)	REF	FER TO BID FORM FOR ES	STIMATED ANNUAL MILEA	AGE
Wheel Position	6	6	6	6
Load Range	н	L	LRL	Front: L Rear: J
WEIGHT				
GVWR (LB/KG)	42,540 / 19,290	43,380 / 19,660	43,380 / 19,677	48,200 / 23,454
GVWR FRT (LB/KG)	14,780 / 6,700	15,660 / 7,100	15,660 / 7,103	19,200 / 8,709
GVWR RR (LB/KG)	27,760 / 12,590	27,720 / 12,560	27,720 / 12,574	29,000 / 13,154
TIRE SIZE				
FRT	305/70R 22.5	305/70R 22.50 L	305/70R 22.5 LRL	B315/80R 22.5 (L)
RR	305/70R 22.5	305/70R 22.50 L	305/70R 22.5 LRL	B315/80R 22.5 (J)
RIM SIZE				
FRT	22.5 X 8.25	22.5 X 8.25	22.5 X 8.25	9.00 X 22.5
RR	22.5 X 8.25	22.5 X 8.25	22.5 X 8.25	8.25 X 22.5
PRESSURE COLD				
FRT (PSI/KPA) - SINGLE	120 / 825	130 / 900	130 / 900	130 / 900
RR (PSI/KPA) - DOUBLE	120 / 825	125 / 860	120 / 830	120 / 830

NOTE: The above numbers (Table 1) reflect GTrans' best estimate and are in no way a guarantee of the number of buses to be serviced during the life of this contract.

D. Original, Recapped and Re-grooved Tires

Tires to be run on front wheels shall be new tires only and shall be removed when the tread depth reach 5/32" minimum at any point in the tread configuration. Tires to be run on other than front wheels shall be removed when depth reaches 3/32" minimum at any point in the tread configuration. Re-grooved tires must be used only on the rear axle of transit vehicles and shall comply with all Federal and State laws and regulations. Tires are to be a 65 MPH radial transit tire. Only new and unused tires are acceptable and shall be maintained in a state of proper inflation and balance at all times by the contractor during the terms of this Contract.

E. <u>Damaged, Lost, and Stolen Tires</u>

The cost for damaged tires shall be included in the fixed rate per tire mile "Normal" damage to a tire means abuse by partial or total destruction of a tire by means other than normal wear, including but not limited to irregular wear, curbing, road hazards and misalignment. Normal damage does not include heat-related cracking of the tire in and around the bead area and such damage is the responsibility of the Contractor. GTrans agrees to maintain bus suspension and steering in accordance with bus manufacturers' alignment specifications, and keep brakes properly adjusted.

Tires which are damaged beyond repair by an accident or fire, lost, stolen, or have been disposed by GTrans, shall be paid for by GTrans at an amount not to exceed 50% of the current value of a replacement tire of the same size. If GTrans or the Contractor can provide an auditable accounting of the tires actual mileage prior to the loss, the amount shall be prorated by using the formula for damaged tires available for inspection. GTrans shall pay for damaged tires which are available for inspection by paying mileage remaining thereon at the rate then in effect. The remaining mileage shall be prorated by the following formula: % of tread rubber remaining X average mileage X applicable billing rate per mile. Tire averages exclude damaged tires for which damage GTrans is responsible as defined above.

If a tire is not available for inspection in order to apply the above formula, whether lost, stolen, destroyed by fire, involved in a collision or otherwise missing, GTrans shall not reimburse the Contractor in excess of 50 percent of the current value of a replacement tire of the same size, unless the Contractor can provide an auditable accounting of the tire's actual mileage prior to the loss.

F. Tire Fitness

All tires furnished or returned by the Contractor to GTrans for use shall be of safe and usable condition, no tires shall be mounted that has tread missing on the road contact surface. GTrans determination, in the event of dispute regarding fitness for continued use, shall be final. All tires determined by GTrans to be permanently unfit for further use shall be promptly returned to the Contractor by GTrans.

G. Storage and Security

The Contractor shall maintain and replenish usable mounted spares of the appropriate tire sizes and tread depths. GTrans agrees to provide a suitable place in an enclosed, safe and suitable space for the storage and maintenance of tires including spares. The Contractor shall have no more than 50 scrap tires at any given time.

H. <u>Tires for New Buses</u>

All buses purchased by GTrans during the term of this tire mileage Contract may be purchased without tires. GTrans may request the Contractor to deliver new tires of the type furnished under this Contract, to a North American bus manufacturer. The Contractor shall be notified with at least a 60 days' written notice in advance of any buses that are to be purchased without tires, so that the Contractor can deliver the proper tires to the designated North American bus manufacturer plant. The tires shall, upon delivery to the bus manufacturer, become subject to the terms and conditions of this Contract. The Contractor shall be responsible for servicing any tires that GTrans may purchase as part of a bus purchase, regardless of manufacturer.

All buses purchased with tires shall become the sole property of GTrans; tires shall be run for useful life until the Contractor's tires can be installed which shall then be billed at the current monthly service charge rate. If new buses are to be driven from the bus manufacturer to GTrans as part of the delivery process, the Contractor shall receive payment for such use at the same rates specified by this Contract.

GTrans may purchase additional new vehicles during the term of this contract. However, exact vehicle models and delivery schedules are unknown at this time. All tires, both front and rear, on new buses shall only be new tires (not previously used or recapped).

I. Removal of Buses from Service

If GTrans is required to permanently dispose of or remove from service, part or all of its fleet or equipment, it shall give a written notice to Contractor. If GTrans does remove or sell certain buses equipped with Contractor's tires, such tires may be removed and used on other GTrans buses, or the Contractor may assist GTrans in selling the tires to any person or company at the price that is satisfactory to and for the benefit of the Contractor. When buses of a different make/model than those covered in the Contract, or one(s) requiring a different size/construction type of tire, are introduced into service on leased tires, a separate tire rate value may be negotiated between the GTrans and Contractor.

J. Additional Tire Sizes

In the event that GTrans requires bus tires of a size or type not specified in this Contract, and which the Contractor ordinarily provides or has access to such tires, the Contractor shall upon request of GTrans provide such tires to GTrans. The Contractor and GTrans will mutually agree on the specified new tire added as per an amendment to the contract signed by both parties.

K. Unused New Tires

Unused and unmounted new tires at the end of the original Contract period shall be returned to the Contractor at no additional cost to GTrans and shall not be available for use during the runout period.

L. Scrap Letter Agreement

The Contractor shall provide GTrans a "Scrap Tire Letter of Agreement" which shall become an addendum to the contract. This letter shall allow GTrans to work with the contractor to mount uncut scrap tires on out-of-service buses or buses to be sold. Scrap tires provided to GTrans shall be provided at no cost to GTrans. Such scrap tire are provided as-is with no warranties as to the condition or fitness of such tires for continued use, and the City assumes all liability for use and possession of scrap tires furnished by the Contractor.

3.5 SERVICE REQUIREMENTS

A. <u>Initial Inventory</u>

Within two weeks after the effective contract date, the Contractor shall inspect all bus tires in GTrans possession, shall record the tire numbers and locations, and shall provide GTrans with a listing of all tires, with appropriate comments on exceptional conditions encountered regarding fitness of tires for continued use or need for changes.

B. Periodic Inspection

Following completion of the initial inventory, and throughout the remainder of the Contract term, the Contractor shall inspect all GTrans tires, covered by this contract at least once during

each month. The Contractor shall advise the GTrans Maintenance Manager of needed tire changes.

C. Continuous Service – Contractor Responsibilities

Unless otherwise expressly specified, the Contractor shall assume all responsibility for providing material, labor, supervision, transportation and supplies on all Contractor and GTrans-owned bus tires. In the event that the Contractor experiences any interruption in the ability to provide scheduled service, the Contractor shall send a replacement within 24 hours if the Contractor is unable to come onsite and fulfill their duties. GTrans designated staff shall be notified at least two hours prior to the scheduled start of the Contractor's shift. The following items are assumed within the responsibilities of the Contractor, noting that this list may not be all-inclusive and/or limited to:

- 1. Provide (1) service person, eight (8) hours per month to perform fleet air pressure and tread depth inspection at least once a month.
- 2. Maintain spare tire inventory of up to thirty (30) mounted, balanced tires to include drive, new steer and runout or flat repair tires. At minimum each bus must be inspected and necessary services performed on tires on the first Friday of every month.
- 3. Ensure that all tires comply with all Department of Transportation (Federal & State) standards and other applicable regulations.
- 4. Provide one (1) service person, eight (8) hours per month to perform the following services: mounting, dismounting, remounting (for proper wear rotation), balancing, flat repair, re-grooving, wheel inspection/polishing (using GTrans-owned Vehicle Inspection Systems (VIS) automated wheel-polishing machine), and inflating tires when found with low PSI during inspection. Compressors should be provided by the Contractor.
- 5. Contractor personnel shall wear safety uniforms at all times with high visibility and reflective safety stripping, including a logo that clearly identifies Contractor's tire service company.
- 6. The Federal Transit Administration (FTA) requires GTrans to provide a drug and alcohol-free work environment. Contractor must ensure its employees assigned to work on GTrans properties participate in a FTA approved Drug and Alcohol Program. Contractor shall submit to GTrans, on a required and timely basis, all required FTA-approved Drug and Alcohol reports.
- 7. If a tire-related safety issue occurs after hours, Contractor shall return to GTrans' facilities to inspect, perform work, or resolve all issues. Contractor staff shall respond within two (2) hours of GTrans' call.
- 8. GTrans reserves the right to dismiss Contractor employees or subcontractors. Contractor shall provide a replacement employee within two (2) business days.

D. Account Management Requirements

Contractor shall provide the following as part of the services under this Contract:

- 1. Contractor shall assign an Account Manager to this contract. This personnel will be the main point of contact to discuss and review the Contract, performance of Contractor staff, and to resolve service or personnel-related issues.
- 2. Account Manager shall answer calls, respond to emails, and make themselves available to GTrans upon request.
- 3. Account Manager shall provide qualified, on-site replacement personnel in the event of an absence lasting more than two (2) working days.

E. <u>Provision of Parts, Materials, Tools, Labor and Transportation</u>

The Contractor shall have sufficient quantities of tires and mutually agreed staffing to support GTrans bus availability requirements for service.

GTrans shall provide all necessary tooling and equipment to service this contract, such as but not limited to, tire changing equipment, balancing equipment, storage racks, automated wheel polisher The Contractor shall provide miscellaneous materials, including but not limited to valve stems, caps, cores, repair patches, groove cutter blades, and any tools needed for airing, checking, and repairing of tires by GTrans employees. The Contractor shall also provide a regroover at no additional charge for the life of the Contract if the tires provided in the Contract are re-grooveable.

GTrans will operate 58 transit buses in one yard. 43 will be in service Monday through Friday and approximately 12 buses on Saturday and Sunday. The service operates 7-days a week 365 days of the year. The number of buses in service can change at any time. Typically, the peak availability of spare equipment typically occurs during the servicing shift (early) morning on Saturdays. It is GTrans preference that the Contractor perform services during this time period. Service hours shall be from 9:00 am PST to 5:00 pm PST. Any modifications to the service schedule will ultimately be designated by mutual agreement between Contractor and GTrans' Transit Maintenance Manager. The Contractors' employees shall report to GTrans Transit Maintenance Manager or designee. The Contractor shall report at the start of their shift to the GTrans Transit Maintenance Manager or designee to receive a list of work that will be itemized by prioritization.

F. Tire Testing

GTrans shall award the tire lease Contract to one Contractor and be used on GTrans vehicles during the terms of the Contract; however, GTrans reserves the right to test special mileage commercial tires other than the Contractor's on not more than 10% of its fleet. The Contractor shall not be responsible for any warranties or services related to any such test tires from companies from than the Contractor.

G. Disposal and Environmental Safety

The Contractor shall be solely responsible for all fees and costs mandated by federal, state, or local governments associated with the acquisition, installation, removal and proper disposal of scrapped tires from GTrans premises. Disposal shall be done in accordance with all applicable federal, state, and local laws and regulations. The Contractor shall keep the work area clean, free of grease and grime, loose debris, and clutter free.

H. Responsibilities of GTrans

- Provide space within the Maintenance Facility located at 13999 S. Western Ave. Gardena CA, 90249. Space shall consist of a single stall with tire-related equipment as well as space for tire inventory storage.
- 2. Provide mileage data on a per bus per month basis for the purpose of billing for the service rate and tire mileage lease. This data shall be made available to the Contractor within 30 days following the close of each month. GTrans shall also provide updated fleet information with tire position and inventory, new bus acquisitions, bus retirements and maintenance facility schedules on an as-needed basis.
- 3. Replacing tire/wheel assemblies that are necessary to be done on the road, noting that spare assemblies shall be provided to GTrans via the Contractor for this purpose.
- 4. Service tires as needed and to Original Equipment Manufacturer's recommendations in accordance with industry best practices.
- 5. Investigate misalignment and other conditions reported by the Contractor and correct as necessary.
- 6. Provide necessary air and electrical outlets for tire service equipment.

I. Record Keeping Requirements

- The Contractor shall submit a monthly report to GTrans Maintenance Manager
 indicating buses where the life expectancy of the tires on the bus shall not be reached
 due to misalignment or other maintenance-related reasons. The Contractor shall also
 include tire pressure and tread depth checks in this monthly report.
- 2. For the purpose of tire mileage computations, bus mileage shall be deemed to have occurred prorated daily throughout the month.
- 3. The Contractor shall retain throughout the term of the Contract and for three years thereafter, all tire change summaries and invoicing documentation, and shall make the records available for inspection upon GTrans request.
- 4. The Contractor shall make available to GTrans, upon request, any other reports or statistics the Contractor should have available such as average tire mileage by 'type' of tire, mileage history, history of tires' bus and wheel position, tires removed from service by type, etc.
- 5. All Contractor reporting shall be performed electronically.

3.6 INVOICING AND COMPENSATION

GTrans shall provide the Contractor with a list of each vehicle and the actual mileage for each month. This report shall be done at the end of each month and sent to the Contractor by the 15th of the following month to be used by Contractor in calculating the monthly billing. The Contractor shall submit monthly invoices based on an hourly rates detailing the number of

hours worked by each employee, tire usage and materials. GTrans shall pay the invoice in a timely manner except in instances where discrepancies are discovered by GTrans.

The Contractor shall submit monthly invoices showing for each tire type the activity during the previous calendar month as follows:

- The recorded miles traveled by GTrans vehicles on the Contractor's tires provided under this contract, times the base mileage rate in effect for the preceding calendar month, shall equal the usage charge.
- 2. The tire service rate for each calendar month equals the annual service costs divided by twelve.

3.7 CONTRACT EXPIRATION/RUN-OUT OPTION

Upon the expiration of this Contract, GTrans reserves the right to exercise the following options if a new Contract is awarded to a Contractor other than the incumbent Contractor: (1) purchase all remaining mounted and unmounted tires, or (2) exercise the run-out period.

GTrans may terminate this contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least (30) days before the effective date of such termination. Upon receipt of said notice, the Contractor shall immediately take action not to incur any further obligations, costs or expenses, except as may be reasonable necessary to terminate its activities on the effective date of said termination.

A. Option 1 – Tire Buyout

GTrans shall acquire ownership and title to each such used tire as is upon full payment, and Contractor makes no warranties as to the condition or fitness for continued use of such tires. Any payment for tires and tubes required to be purchased by GTrans under this or any other provision of this Contract shall be made within thirty days after date of invoice covering the purchase thereof.

GTrans shall pay any unused mileage remaining on such tires (tires supplied by Contractor pursuant to the Contract) at the rate then in effect for those tires. The remaining mileage shall be calculated using the following formula: % of tread rubber remaining **X** average mileage **X** applicable billing rate per mile.

B. Option 2 - Run-out

In the event that a Contract is awarded to a Contractor other than the incumbent Contractor, GTrans may exercise the "run-out" option. All terms, conditions and provisions of said Contract, as previously amended and extended, shall remain in full force and effect during said run-out period, except that Contractor shall be relieved of any requirements to furnish GTrans with new tires service or equipment during said run-out period.

It is anticipated that this run-out period could last as long as thirty-six (36) months. GTrans reserves the right to further extend this Contract by mutually agreed and signed contract extension letter and continue to use all tires furnished by Contractor under this Contract, until the expiration date

of the run-out period. GTrans shall continuously use such tires insofar as practicable in its regular service until such tires are rendered permanently unfit for service during said run-out period.

Upon the expiration of said run-out period, GTrans shall pay any unused mileage remaining on such tires (tires supplied by Contractor pursuant to the Contract) at the rate then in effect for those tires. The remaining mileage shall be calculated using the following formula: % of tread rubber remaining **X** average mileage **X** applicable billing rate per mile. The rate or rates per mile in effect during such run-out period shall be the rate or rates in effect for the six-month period immediately preceding the commencement date of such run-out period.

SECTION 4

REQUIRED DOCUMENTS

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	Α	
2.	Business Questionnaire	В	
3.	Non-Collusion Affidavit of Prime Bidder	С	
4.	Equal Employment Opportunity Certification	D	
5.	Drug-Free Workplace Certification	E	
6.	Designation of Subcontractors	F	
7.	References	G	
8.	Proof of Non-Debarment or Suspension (SAM.gov)	Н	
9.	Standard Warranty Terms	I	
10.	Tire Specification Sheets	J	
11.	Bid Form	Attachment A	
12.	Certification and Restrictions on Lobbying	Attachment B	
13.	Government-Wide Debarment and Suspension	Attachment B	
14.	Buy America Certification	Attachment B	

Company Name:	
Name of Bidder initialing document (PRINT NAME):	
Email address of Company	
Contact: Signature	
Title:	
Date:	

<u>FORM</u> A TRANSMITTAL LETTER

CITY OF GARDENA GTRANS 13999 S. WESTERN AVE. GARDENA, CA 90249

SUBJECT: INVITATION FOR BID (IFB) NO. 2024-01

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 twenty (120) 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.

IFB No. 2024-01 Bus Tire Lease

Addenda No(s)	
Dated	Dated
Dated	Dated
	may cause the Bid to be considered non- responsive to the dendum shall be clearly established and included with the
Bidder's Name	
Business Address	
Contact Person	
Phone	
Fax	
Email Address	
Signature of Authorized Official	Signature of Authorized Official
Typed or Printed Name	Typed or Printed Name
Title	Title
Date	Date
(Joint ventures/partnerships are to provide a sign	ned copy of their agreement with their Bid.)
For Bids requiring licenses the following informat	tion is required:
Contractor's License No.	
Expiration Date:	
License Classification:	

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the

FORM B BUSINESS QUESTIONNAIRE

1. Name of Proposed Contractor ("Business", herein):					
Doing Business As:					
		Other bu	isiness name, if applica	ble)	
EIN#					
2. Business Mailing Addre	Street Address				
	City		State		Zip Code
3. Business Telephone N	umber: ()		Fax Num	ber: ()	
	E-mail addr	ess:			
4. Business Type:	dividual 🔲 Corp	oration 🗌 Pa	artnership 🗌 Joi	nt Venture	
5. Number of Years in Bu	siness:				
6. Annual Gross Revenue	e: (M represents I	Millions)			
☐ \$1M or less	☐ \$1M-\$5M	☐ \$5M-\$1	OM ☐ \$10M-\$	16M 🔲 \$16M oi	r Over
7. Number of Employees	:				
Less than 50	☐ 50-100*	☐ 101-750	751-1,0	00 🔲 1,001 oi	r over
8. Is Business Owned by	Minority Ethnicity	?] No		
9. Ethnic Group:	☐ African Ame ☐ Asian Pacifi ☐ Other (Pleas	c American		nerican nt Asian American	☐ Native American ☐ Caucasian
10. Female Owned Busin	ess?	Male Own	ed Business?		
11. Type of Work Perforn		ction ional Service	☐ Wholesale/I☐ General/Ted	Distributor chnical Service	☐ Manufacturing ☐ Retail
12. Please provide a brie	ef description of y	our materials a	and/or services:		
13. Is the Business a sul	osidiary of anothe	r entity?]Yes □ No		
14. Has the Business, or	•	-	ailed to complete	a contract?]Yes □No
15. Is any litigation pend	ing against the Bu	usiness?	Yes No		
16. Has the Business ev	er been declared	"not responsit	ole"? ☐ Yes ☐] No	
17. Has the Business be or otherwise disquali	en debarred, sus	pended, propo	sed for debarmen	ıt, declared ineligib □ Yes □ No	le, voluntarily excluded

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
	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:
	Address:
	City and State:
	Officer familiar with bidders account:
	Federal Taxpayer I.D. number:
27.	Please check all classifications that apply to your business:
	□ DBE □ WBE □ 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)
ir o h re fe	individually and on behalf of the business named above, do by my signature below certify that the information provided this questionnaire is true and correct. I understand that if the information provided herein contains any false statement or any misrepresentations: 1) GTrans will have the grounds to terminate any or all contracts which GTrans has or may ave with the business; 2) GTrans may disqualify the business named above from consideration for contracts and may emove the business from GTrans's bidders list; or/and 3) GTrans may have grounds for initiating legal action under ederal, state or local law. **Idote: This questionnaire is also a certification form; the information requested will be used to determine small usiness status as per 13 CFR Part 121. Additionally, this information will allow GTrans to report the amount of ubcontracting activity with all businesses that offer the commodities and services used by GTrans.
F	rinted Name:Title
S	ignature of Owner:
	LOurney CEO President Majority Charleholder or Designated Pennsagntative

FORM C NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State	of Coun	ty of	, being first		
duly s	worn, deposes and says that:				
1)	He/she is(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 share	n Bid;			
4)	Neither the said bidder nor any of its officers, p parties in interest, including this affiant, has in an or indirectly with any other Bidder, firm or pers the Contract for which the attached Bid has be with such Contract or has in any manner, dire communication or conference with any other attached Bid or of any other Bidder, or to fix any Bid price of any other Bidder, or to secure throagreement any advantage against the City of proposed Contract; and	ny way colluded, conspired, conton to submit a collusive or shanten submitted or to refrain from ctly or indirectly, sought by agriculture, firm or person to fix the overhead, profit or cost element ough any collusion, conspiracy,	nived or agreed, directly in Bid in connection with in bidding in connection reement or collusion or the price or prices in the int of the Bid price or the connivance or unlawful		
5)	The price or prices quoted in the attached Bid a conspiracy, connivance or unlawful agreement representatives, owners, employees, or parties	nt on the part of the Bidder	or any of its agents,		
Signat	ture of Authorized Official	Title of Authorized Offi	icial		
Subsc	ribed and sworn to (or affirmed) before me on this	sday of	, 20,		
	actory evidence to be the person(s) who appeared		n the basis of		
(Seal)					

FORM D EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The successful bidder hereby certifies compliance with all applicable equal employment opportunity laws and regulations, as applicable:

- 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.

	Date
	Company
Ву:	
	Signature of Authorized Official
	Print Name of Authorized Official
	Title of Authorized Official

IFB No. 2024-01 Bus Tire Lease

FORM E DRUG-FREE WORKPLACE CERTIFICATION

I,, hereby certify on behalf of
(name of authorized official)
that:
(name of company)
The Contractor named above, and all Sub-Contractors working on this Contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor and all Sub-Contractor will, therefore:
 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Cod Section 8355(a). Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following: 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. Provide, as required by Government Code Section 8355(c), that every employee who works of 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, ______, hereby certify that the above named company, which I am

IFB No. 2024-01 Bus Tire Lease

FORM_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

FORM G

REFERENCES

All references shall be reachable and willing to furnish information by telephone conversation or email. Please ensure contact information is accurate and up-to-date.

1.	Project: Contact Person: Company Name: Telephone Number:
2.	E-mail Address: Project: Contact Person: Company Name: Telephone Number: E-mail Address:
3.	Project: Contact Person: Company Name: Telephone Number: E-mail Address:
4.	Project: Contact Person: Company Name: Telephone Number: E-mail Address:
Signati	ure of Authorized Person
Name,	Title
Compa	nny Name

FORM H 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

ENTITY New Flyer of America Inc. Status: Active

DUNS: 621887959 +4: CAGE Code: 3MCK9 DoDAAC:

Expiration Date: Apr 30, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 6200 Glenn Carlson Dr

City: Saint Cloud State/Province: MINNESOTA ZIP Code: 56301-8852 Country: UNITED STATES

FORM I STANDARD WARRANTY TERMS

Bidder shall use this space to include standard warranty terms or insert bidder's own form labeled "Form I – Standard Warranty Terms".

FORM J (NO FORM PROVIDED) TIRE SPECIFICATION SHEETS

Bidders shall submit specification sheets for <u>all</u> tires to be provided in this contract. Failure to provide complete tire specification sheet(s) may render the bid non-responsive.



IFB No. 2024-01 BUS TIRE LEASE

ATTACHMENT B FEDERAL CLAUSES & CERTIFICATIONS

City of Gardena Transportation Department

ACCESS TO RECORDS AND REPORTS

- 1. 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, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- 2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. 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.
- 3. 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 in accordance with 2 CFR § 200.337.
- 4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor 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.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The

Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

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.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

- 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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

Recycled Products

(4) All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservatioon and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. 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 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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.

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, 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).

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 (42 U.S.C.§ 6201).

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.

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

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all

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 Recipient 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 Recipient, 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.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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 subagreements 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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:
 - 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

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

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.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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,
 - (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.

<u>Termination for Convenience (Professional or Transit Service Contracts)</u>

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.

<u>Termination for Default (Transportation Services)</u>

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

<u>Termination for Convenience or Default (Cost-Type Contracts)</u>

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.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its

position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. 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).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- (1) The contractor certifies that it:
- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

Ι,		hereby certify
	(Name and title of official)	
On behalf of		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. 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.

Name of Bidder/Company Name:			
Type or print name:			
Type or print name:			
Signature of authorized representative:	Date	/	/

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

- (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.,

<u>Certification</u> Contractor:			
Signature of Authorized Official:	_Date	/	
Name and Title of Contractor's Authorized Official:		=	

BUY AMERICA CERTIFICATION STEEL OR MANUFACTURED PRODUCTS

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company:		
Name	Title:	
Signature:	Date:	
Certificate of Non-Compliance w	rith Buy America Steel or Manufacture	ed Products Requirements
· · · · · · · · · · · · · · · · · · ·	ifies that it cannot comply with the req quirement pursuant to 49 U.S.C. 5323(quirements of 49 U.S.C. 5323(j), but it may (j)(2), as amended, and the applicable
Company:		
Name	Title:	
Signature:	Date:	

CITY OF GARDENA

INVITATION FOR BID IFB NO. 2024-01

Bus Tire Lease

IFB DUE: August 30, 2024 3 PM

GOODYEAR INFORMATION



THE GOODYEAR TIRE & RUBBER COMPANY
200 Innovation Way D710
Akron, OH 44316-0001



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- COMPANY OVERVIEW
- GOODYEAR PROFILES
- WORK PLAN





The Goodyear Tire & Rubber Company, an Ohio corporation founded in 1898, is one of the world's leading tire companies with operations in most regions of the world. With one of the most recognizable brand names in the world, Goodyear develops, manufactures, and distributes tires for most applications.

An Innovation Center located in Akron, OH and tire test tracks in San Angelo, TX, enable Goodyear to maintain its leadership position in product improvements and innovations.

Goodyear has been leasing tires for most of our 126 years of history, which currently includes almost 80 different transit system locations in North America (four of the largest ten transit bus fleets).

Over a hundred years of leasing tires to the bus industry attests to Goodyear's experience and expertise in providing tire leasing and maintenance services.

Information regarding our executive leadership can be found at: https://corporate.goodyear.com/en-US/about/leadership.html

Financial reporting including annual reports can be accessed at: https://corporate.goodyear.com/en-US/investors/financial-reports.html

The location of our world headquarters and corporate offices is at:

200 Innovation Way Akron, OH 44316-0001



THE GOODYEAR TIRE & RUBBER COMPANY

200 Innovation Way D710

Akron, OH 44316-0001

GOODYEAR MILEAGE SALES, LEASE & SERVICE CORPORATE MANAGEMENT/STAFF PROFILE

MICHELE ROOT

General Manager, Commercial Leasing. Michele joined Goodyear in 2011 and has been working with the Commercial team since 2016. Throughout her career, she has held various positions in Procurement, Forecasting, Project Management, and IT. Michele holds a Bachelor's degree in purchasing and procurement management from Miami University in Oxford, Ohio.

WALTER (WALT) WELKER

Manager Business Operations, Contract Acquisition & Compliance; Walt has been with Goodyear since 1996. He has held various positions in tire development creating new commercial tire products for trucks and buses and working directly with customers involving technical issues, evaluating new products, and making recommendations to improve operations. He currently holds eleven US Patents and one Goodyear trade secret. He has a Bachelor of Science in Mechanical Engineering and a Bachelor of Arts in Communications from Purdue University.

MICHELLE MAY

Lead, Contract & Vendor Management. Michelle has the main responsibility in managing supplier/vendor relationships for Mileage Leasing including, PO creation and maintenance, supplier payment and issue resolution. She also supports the contract and procurement function for existing and new customers. She has been with Goodyear since 2011 in a variety of roles. She holds degrees in both Business Management and Accounting.

JOHN BRADY

Manager, Leasing Business Operations. John is responsible for leading the daily business operations of the recordkeeping and billing teams. He is also responsible for forecasting and driving process improvement across the business. John joined Goodyear in 2014 and has held various roles within IT, Supply Chain and Government Sales. John holds a Bachelor of Science in Management and Business Logistics from John Carroll University.

DANIEL (DAN) SHEEHAN

Customer Engineering Solutions; Dan has been with Goodyear since 2006. He has held various positions in tire engineering developing new tire products for consumer, commercial, and earthmover vehicles. He has been in customer engineering solutions supporting commercial tires for 3 years, working with OE and fleet customers on technical issues, evaluating new products, and making recommendations to improve operations. He currently holds three US Patents. He has a Bachelor of Science in Mechanical Engineering from Northwestern University.

GOODYEAR MILEAGE SALES, LEASE & SERVICE FIELD MANAGEMENT/STAFF PROFILE

JAMES (TONY) STARLING

Manager Fleet Sales; Responsible for leading the Mileage Field Sales team in identifying and growing the sales, lease, and service business. Tony has been with Goodyear since 1989. He has had several assignments, in growing responsibility, for commercial product sales, operations and manufacturing while at Goodyear. He has a Bachelor of Business Administration from Averitt University and is a veteran of the US Air Force.

EDWARD (ED) BOWMAN

Region Manager. Mr. Bowman attended Tidewater Community College and was under contract with the United States Navy (Aircraft Maintenance Supervisor) prior to joining Goodyear and shortly thereafter entered the USN Reserve Component (Chief Petty Officer / Command Senior Enlisted Advisor / Administration Technical Expert) – retiring in 2010 after 26 years of combined Military service. Ed has over 35 years of service in the Mileage Department and held positions as Tire Maintenance Technician, Foreman, Supervisor and Area Field Manager before assuming his current responsibilities overseeing Mileage Sales, Lease and Service activity in the Western half of the United States.

ROBERT (BOB) TETI

Region Operations Manager, Leasing; Mr. Teti started in the Mileage Leasing Department as a Tire Maintenance Technician over 35 years ago. He has advanced to various positions in the department throughout the East Region overseeing various public and private fleet operations. Bob is currently overseeing Leasing operations for the West Region. Bob attended Broward College Business Management and Accounting.

GABRIEL (GABE) DURAN

Area Supervisor. Mr. Duran has been with Goodyear since 1986 in the Mileage Sales, Lease and Service Department and is a veteran of the U.S. Marine Corps. Gabe has held positions as Tire Maintenance Technician, Foreman and Supervisor before assuming his current duties in 1995 overseeing Mileage Service activity in the western United States.

- CITY OF GARDENA -

Tire Service Work Plan

(IFB NO. 2024-01)

OBJECTIVE

Goodyear intends to regularly communicate and consult with City of Gardena (GTrans) management to meet or exceed all tire service requirements in IFB NO. 2024-01. Goodyear will create a smooth transition from your current tire provider to Goodyear by providing a skillful team of professionals with over 150 plus years of combined Goodyear 'tires related service' experience. They'll be utilized in instruction, management, demonstration, engineering, and indoctrination at applicable GTrans facility while regularly communicating and consulting with GTrans management during implementation to meet or exceed GTrans expectations during transition. Goodyear shall employ a technician(s) who will meet or exceed GTrans contract requirements.

STAFFING

Work force will consist of one (1) corporate contract administrator, one (1) corporate HR specialist, one (1) region manager, one (1) operation manager, one (1) area supervisor (PM), and one (1) part-time tire maintenance technician. All associates will be required to meet or exceed qualifications noted in this plan. Summary of authorized representative contact info, including assignments asfollows:

Welker, Walter (Walt)	O: (330) 796-6792 F: (330) 796-5708	Contact Address / Email The Goodyear Tire & Rubber Co 200 Innovation Way, Akron, OH 44316 walt welker@goodyear.com	Assignment Contract Manager
Phillip, Diana (Diana)	O: (330) 796-7033 F: (330) 796-5708	The Goodyear Tire & Rubber Co 200 Innovation Way, Akron, OH 44316 diana phillip@goodyear.com	HR / Employee Relations Specialist
Bowman, Edward L. (Ed)	C: (951) 258-5163	The Goodyear Tire & Rubber Co 200 Innovation Way, Akron, OH 44316 ed bowman@goodyear.com	Region Manager
Teti, Robert (Bob)	C: (954) 818-4242	The Goodyear Tire & Rubber Co 200 Innovation Way, Akron, OH 44316 bob teti@goodyear.com	Region Ops Mgr (Field Mgt)
Duran, Gabriel (Gabe)	C: (626) 216-5237 F: (626) 279-6195	The Goodyear Tire & Rubber Co 13351 12 th Street Chino, CA 91710 gabe duran@goodyear.com	Area Supervisor (Account Manager)
TBD	C: (000) 000-0000	TBD	Tire Service

QUALITY ASSURANCE / CONTROL PROCESS

Goodyear intends to regularly communicate and consult with City of Gardena (GTrans)management to meet or exceed all tire service requirements in IFB NO. 2024-01.

Tire Service Work Plan Continued Page 2 of 7:

MANAGEMENT

Monitoring the quality of service and assuring compliance will be the responsibility of the Goodyear's Region Operations Manager and Area Supervisor. This will be accomplished using the following checklists and visits:

- An 'Inflation Checklist' will be maintained for GTrans bus maintenance facility. Tire
 Maintenance Technician will be required to identify which vehicles they air check
 by recording the date of inspection and their initials. Minimum standards on a
 number-of-vehicles-per-day basis will be established to assure one hundred
 percent (100%) of GTrans vehicles are checked as required.
- 'Tire Service Checklist' will be required. During management visits at a minimum of once every sixty days, a checklist will be completed by Goodyear's Area Supervisor's and or Region Operations Manager. The Region Operations Manager visits will be "unannounced". A copy of the completed Tire Service Checklists will be provided to the GTrans Equipment Supervisor.
- The Area Supervisor will meet with UTA'S staff at least once a month for the first six months and once every sixty days thereafter to assist in educating each other on sources, references, and problems to improve overall efficiency. Goodyear's Management team will meet with designated GTrans personnel, at GTrans designated facilities, twice a year to report contractual performance, issues, and solutions.

SUPERVISION

The Area Supervisor will work unilaterally with GTrans reviewing and monitoring service requirements and the tire service associate. Meeting GTrans service needs will include, but will not necessarily be limited to the following:

- Provide off-site tire support in the event the regularly scheduled tire technician is unavailable.
- Supervisory staff will be certified to install and perform tire maintenance services.
 They will comply with occupational safety and health administration requirements.
- Adjust service hours as required to meet the needs of GTrans.
- Provide a minimum of three (3) contact phone numbers in the event emergency scheduled shift coverage is required.
- Enforce and monitor tire maintenance technician DL requirements.
- Require and enforce Standard Work Rules for all service personnel assigned to this contract. Enforcement handled in a firm but fair manner to assure a satisfactory level of service to GTrans.
- Monitor service and repair of GTrans revenue owned tires until such tires are deemed unfit for service.
- On a monthly basis, check air gauges for proper calibration and note this information on "Tire Service Checklist".

Tire Service Work Plan Continued Page 3 of 7:

- On a monthly basis, confirm each tire in the fleet is pressure-checked every thirty (30) days and report this information to the GTrans designated staff.
- On a monthly basis, confirm GTrans has provided tire movement information for all tire changes, including brake jobs and road calls, performed by GTrans personnel in order to assure accurate and detailed monthly reports.
- Monitor buses requiring wheel alignment or related defects by reviewing Goodyear's "Abnormal Tire Reports" (B76).
- Certify that all torque wrenches are calibrated annually.
- Monitor proper spare stock tire storage and security of spare stock.
- Monitor GTrans revenue used and waste tire manifest requirements.
- Monitor bus wheel maintenance program.

TRAINING

A structured, on-the-job "continuum" training program will be required to assure GTrans is always provided an efficient comprehensive tire service program. Goodyear staff will review different key service elements from our "Mileage Tire and Retread Service Manual" in detail with our Tire Maintenance Technician, requiring the associate to demonstrate proficiency.

SAFETY

Compliance with GTrans (Sect 3 - FP.27 Drug and Alcohol Requirements) and FTA Alcohol and Drug Testing Guidelines established by 49 CFR Parts 655 and 49 CFR Parts 40 as applicable, including pre-employment, reasonable cause, post-accident, return to duty and random testing and all GTrans and/or OSHA safety requirements will be stressed throughout the term. A Safety and Health Inspection will be required at start-up and at least monthly by Goodyear field supervisory and/or management associates.

TIRE SERVICE REQUIREMENTS (Sect 3 - Scope of Work)

Under Goodyear's proposed work plan w/ quality control/assurance process, the following standards will meet or exceed GTrans expectations, and such standards will include:

- All tires provided will be factory molded and D.O.T. approved for 65 mile per hour city/suburban use and capable of 65MPH sustained operation.
- Provide one (1) service person, eight (8) hours per month to perform the following services: mounting, dismounting, remounting (for proper wear rotation), balancing, flat repair, re-grooving, wheel inspection/polishing (using GTrans-owned Vehicle Inspection Systems (VIS) automated wheel-polishing machine), and inflating tires when found with low PSI during inspection.
- Maintain spare tire inventory of up to thirty (30) mounted, balanced tires to include drive, new steer and runout or flat repair tires. At minimum each bus must be inspected, and necessary services performed on tires on the first Friday of every month.
- Tires to be run on front wheels shall be new tires only and shall be removed when the tread depth reach 5/32" minimum at any point in the tread configuration. Tires to be run on other than front wheels shall be removed when depth reaches 3/32"

Tire Service Work Plan Continued Page 4 of 7:

- minimum at any point in the tread configuration. Re-grooved tires must be used only on the rear axle of transit vehicles and shall comply with all Federal and State laws and regulations.
- Goodyear will inspect all GTrans tires, covered by this contract at least once during each month and advise the GTrans Maintenance Manager of needed tire changes.
- Gtrans operates fifty-eight (58) transit buses in one facility. Forty-three (43) will be in service Monday through Friday and approximately twelve (12) buses on Saturday and Sunday. The service operates seven (7) days a week. Typically, the peak availability of spare equipment occurs during the servicing shift (early) morning on Saturdays. It is GTrans preference that Goodyear perform services during this time period. Service hours shall be from 9:00 am PST to 5:00 pm PST. Any modifications to the service schedule will ultimately be designated by mutual agreement between Goodyear and GTrans Transit Maintenance Manager. Goodyear Tire Maintenance Technician shall report to GTrans Transit Maintenance Manager or designee at the start of their shift to receive a list of work that will be itemized by prioritization.
- In the event Goodyear experiences any interruption in the ability to provide scheduled service, Goodyear shall send a replacement within 24 hours if Goodyear is unable to come onsite and fulfill our duties. GTrans designated staff shall be notified at least two hours prior to the scheduled start of the shift.
- Tire Maintenance Technician will always wear safety uniforms with high visibility and reflective safety stripping, including a logo that clearly identifies Goodyear.
- If a tire-related safety issue occurs after hours that pertains to services previously completed by Tire Maintenance Technician, Goodyear shall return to GTrans' facilities to inspect, perform work, or resolve all issues. Goodyear staff will make every effort to respond within two (2) hours of GTrans' call.
- Ensure that no bus is kept from next day revenue service due to the tire technician's failure to perform required tire services.
- Supply and maintain numerically (with customer prefix) branded transit bus tire levels at GTrans bus maintenance facility with a minimum of one-half (½) spare transit bus tire, per vehicle, per tire size that meet all regulatory requirements to assure uninterrupted service.
- Torque all wheel lug nuts to manufactures specifications using the proper torque sequence every time a revenue tire and wheel assembly is changed.
- Maintain and repair all revenue transit tires according to industry standards.
- Deliver all new and/or retreaded lease tire as required.
- Absorb all costs and/or fees related to the removal of the lease scrap tires and utilize GTrans TPID number for disposal.
- Maintain outward wheel appearance by placing position specific wheel surface (when available) to all outside wheel positions.
- Report all revenue vehicle tire or non-tire related mechanical defects to operating garage Lead Equipment Mechanic in writing, utilizing Goodyear's "Abnormal Tire Wear Report" (B-76).

Service Work Plan
Continued Page 5 of 7:

- Make available to GTrans, legible and accurate documentation of tire work
 performed on a monthly and/or historically basis including, but not limited to, tire
 changes, inventory (consignment) of tires, vehicles air pressure checked and
 adjusted, tires removed from service by type, size, wheel position etc.
- Make available to GTrans, upon request, technical services for the purpose of assisting and/or resolving any problems that may arise in connection with the use of any Goodyear tires called for under IFB NO. 2024-01.
- Working area to be clean and free of any safety hazards during working hours and thoroughly cleaned and free of all tools, equipment and supplies prior to completing and ending scheduled tire service.
- Maintain proper records of removal and remediation of used and waste revenue bus tires as cited in California Code of Regulation, Title 14, Chapter 6.

TIRE FITMENT ACTION PLAN

It is understood that Goodyear shall maintain all revenue GTrans owned tires, including regrooving and repair of flat tires to keep them in proper operating conditions. Additionally, it's understood that Goodyear will continuously use GTrans revenue owned tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service.

BUS WHEEL MAINTENANCE PROGRAM

Under Goodyear's bus wheel maintenance program, the following standards will meet or exceed GTrans expectations, and such standards will include:

- Tire Maintenance Technicians will sort wheels for reuse, reconditioning or disposal.
- Corrosion will be removed from wheels and hub, flange, and coin holes by use of a scrapper, wire brush, grinder, or buffing device.
- When mounting or dismounting tires with aluminum wheels, the Tire Maintenance
 Technician shall exercise care to prevent damage or scratching. When available, the
 Tire Maintenance Technician shall place a scrap of carpet or a pad under the wheel
 to prevent damage when mounting or dismounting tires.
- Aluminum wheels shall be dressed for rim flange wear in accordance with the Alcoa Wheel Service Manual. The Tire Maintenance Technician will notify GTrans Materials Manager when wheels are no longer suitable for service as determined by use of a rim gauge. All rims determined to be non-useable shall be returned to GTrans for final disposition.

TIRE SERVICE EQUIPMENT, TOOLS, AND SUPPLIES

(Narrative, Reliability/Availability/Maintainability)

Gtrans shall provide all necessary tooling and equipment to service this contract, such as but not limited to, tire changing equipment, balancing equipment, storage racks, automated wheel polisher. Goodyear will provide miscellaneous materials, including but not limited to valve stems, caps, cores, repair patches, groove cutter blades, and any tools needed for Tire

Service Work Plan
Continued Page 6 of 7:

airing, checking, and repairing of tires by GTrans employees. Goodyear shall also provide a regroover at no additional charge for the life of the contract if the tires provided in the contract are re-grooveable. Goodyear will only regroove Goodyear tires. Goodyear's equipment, hand tools and tire supply requirements shall address all elements to successfully comply with GTrans IFB NO. 2024-01 "Provision of Parts, Materials, Tools, Labor and Transportation", Section 3, Scope of Work, 3.4 Tire Requirement, Paragraph E, including support and training for all equipment. They shall be derived from partnered industry manufacturers, suppliers and distributors, and support, the user's readiness objectives. Reliability requirements are addressed through R&D and long-term practical application; addressing reliability to assure GTRANS does not experience any disruption in bus service or cause adverse impacts on providing bus transportation. Availability requirements are addressed by pre-planning and partnered industry manufacturers, suppliers, and distributors, allowing for priority demand and supply; addressing availability to assure GTrans does not experience any disruption in bus service or cause adverse impacts on providing bus transportation. Maintainability requirements shall be addressed by Goodyear's Tire Maintenance Technician, Area Supervisor, Region Operation Manager, Region Manager, and respective equipment manufacture and be fully responsible for the care, servicing, preventive, and corrective maintenance of the following minimum listed equipment to service IFB NO. 2024-01:

- Mounting/Dismounting Tools (TNT-100)
- Regrooving Machine (Mile-X Straight Groove)
- Impact Wrench and Sockets (CP 797-SP6, misc. socket)
- Bead Seating Tool (5-Gal Cheetah Bead Seater)
- Torque Wrench (Digital)
- Tire Management Software and Hardware (Tire Optix)

Collaboration (*Problem Solving*)

Goodyear intends to regularly communicate and consult with GTrans staff and provide its key personnel to be present on site to meet with GTrans staff at GTrans facility when necessary.

When an existence of a problem with staff, service, administrative, billing and tire supply is established, Goodyear will immediately initiate its problem escalation procedures (PEP), providing GTrans a maximum duration that a problem may remain unresolved at each level.

Tire Supply & Service: Director of Bus Maintenance or equivalent in GTrans facility or designee should notify Goodyear Area Supervisor (Gabe Duran) - KEY, of any tire supply or service issues. In many cases, these issues can be resolved immediately; however, if after three (3) calendar days, Goodyear Region Operations Manager (Bob Teti) should be notified, however, if after six (6) calendar days, Goodyear Region Manager - Leasing (Ed Bowman) should be notified if issue remains unresolved. If there is no resolution after ten (10) calendar days from initial notification, the Goodyear Fleet Sales Manager - Leasing Tire (Tony Starling) should be notified.

Service Work Plan
Continued Page 7 of 7:

Contract Administration: Director of Bus Maintenance or equivalent in GTrans facility or designee should notify Goodyear Region Manager - Leasing (Ed Bowman) of any contract administrative issues. If after seven (7) calendar days there is no resolution, Goodyear Fleet Sales Manager – Leasing (Tony Starling) should be notified. If there is no resolution after fourteen (14) calendar days from notification, the Goodyear Business Operations, Contract Acquisition & Compliance Contracts Manager – Leasing (Walt Welker) should be notified.

Circumstances where escalation will occur less than the normal time frame:

 If any Goodyear associate in escalation process does not acknowledge receipt of notification, Director of Bus Maintenance or equivalent in GTrans facility or designee should escalate to next level.

End of Tire Service Work Plan

CITY OF GARDENA

INVITATION FOR BID IFB NO. 2024-01

Bus Tire Lease

IFB DUE: August 30, 2024 3 PM

REQUIRED FORMS



THE GOODYEAR TIRE & RUBBER COMPANY
200 Innovation Way D710
Akron, OH 44316-0001



The Goodyear Tire & Rubber Company

200 Innovation Way **Akron, Ohio 44316-0001**

MILEAGE SALES, LEASE & SERVICE D/710

PHONE: 1-800 MILEAGE

DATE August 30, 2024

TO City of Gardena

GTrans

13999 S. Western Ave. Gardena, CA 90249

SUBJECT IFB No. 2024-01

Bus Tire Lease

The Goodyear Tire & Rubber Company is pleased to offer our submission for tire leasing for a period of up to five years.

Please contact me with any questions regarding the submission at:

Walter L. Welker
Manager Business Operations; Contract Acquisition and Compliance
The Goodyear Tire & Rubber Company
200 Innovation Way D/710
Akron, OH 44316-0001

Phone: 330-796-2862 Fax: 330-796-5641

Email: walt welker@goodyear.com

Our submission is subject to mutual agreement of any resulting contract and acceptance of Goodyear's combination of primary and self-insurance program.

We appreciate your consideration and look forward to discussing our submission to this IFB.

Best Regards,

Walter L. Welker

Manager Business Operations

Contract Acquisition and Compliance Mileage Sales, Lease and Service

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	А	WLW
2.	Business Questionnaire	В	WLW
3.	Non-Collusion Affidavit of Prime Bidder	С	WZW
4.	Equal Employment Opportunity Certification	D	WZW
5.	Drug-Free Workplace Certification	E	WLW
6.	Designation of Subcontractors	F	WLW
7.	References	G	WZW
8.	Proof of Non-Debarment or Suspension (SAM.gov)	Н	WLW
9.	Standard Warranty Terms	I	WZW
10.	Tire Specification Sheets	J	WLW
11.	Bid Form	Attachment A	WLW
12.	Certification and Restrictions on Lobbying	Attachment B	WLW
13.	Government-Wide Debarment and Suspension	Attachment B	WZW
14.	Buy America Certification	Attachment B	WZW

Company Name:	The Goodyear Tire & Rubber Company							
Name of Bidder initialing	Walter L. Wolker							
, , , , , , , , , , , , , , , , , , , ,	Walter L. Welker							
Email address of Company	_							
Contact:	walt_welker@goodyear.com							
Signature	Walter L. Wilh							
Title:	Manager Business Operations; Mileage Sales, Lease & Service							
Date:	August 30, 2024							

<u>FORM</u> A TRANSMITTAL LETTER

CITY OF GARDENA GTRANS 13999 S. WESTERN AVE. GARDENA, CA 90249

SUBJECT: INVITATION FOR BID (IFB) NO. 2024-01

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 twenty (120) 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.

IFB No. 2024-01 Bus Tire Lease

Addenda No(s)		
1	ıgust 23, <u>2</u> 024	Dated
2Dated Au	ıgust 23, 2024	Dated
		the Bid to be considered non- responsive to the all be clearly established and included with the
Bidder's Name The Goodyear Tire 8	& Rubber Compar	ny
Business Address 200 Innovation Wa	ay D710	
Akron, OH 44316-		
Contact Person Walter L. Welker Mi	anager Business Ope ileage Sales, Lease &	rations Service
Phone 330-796-2862		
Fax330-796-5641		
Email Address walt_welker@goodyear.c	com	
Walter L. Wilh		Daniel J. Young
Signature of Authorized Official		Signature of Authorized Official
Walter L. Welker		Daniel T. Young
Typed or Printed Name		Typed or Printed Name
Manager Business Operations Mileage Sales, Lease & Service		Secretary
Title		Title
August 30, 2024		August 30, 2024
Date		Date
(Joint ventures/partnerships are to provi	ide a signed copy of t	heir agreement with their Bid.)
For Bids requiring licenses the following	information is require	ed:
Contractor's License No.		
Expiration Date:		
License Classification:		

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the

FORM B BUSINESS QUESTIONNAIRE

1. Name of Proposed Contractor ("Business", herein): The Goodyear Tire & Rubber Company
Doing Business As:
Other business name, if applicable) EIN# 34-0253240
2. Business Mailing Address: 200 Innovation Way D710
Street Address
Akron, OH 44316-0001
City State Zip Code
3. Business Telephone Number: (330) <u>796-2862</u> Fax Number: (330) <u>796-5641</u>
E-mail address: walt_welker@goodyear.com
4. Business Type: ☐ Individual ✔ Corporation ☐ Partnership ☐ Joint Venture
5. Number of Years in Business: 126 years (since August 29, 1898)
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 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: Tire manufacturing, distribution, sales, leasing and service
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
¹16. 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

IFB No. 2024-01 Bus Tire Lease

^{*}Reponse is with respect to public contracts in the United States.

* 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: J.P. Morgan Securities, LLC
	Address: 383 Madison Avenue
	City and State: New York, NY 10179
	Officer familiar with bidders account: Ric Huttenloher
	Federal Taxpayer I.D. number: 34-0253240
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) PlanetBids
ii C h r	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 lave with the business; 2) GTrans may disqualify the business named above from consideration for contracts and may emove the business from GTrans's bidders list; or/and 3) GTrans may have grounds for initiating legal action under ederal, state or local law.
k	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.
F	Manager Business Operations Printed Name: Walter L. Welker
	Signature of Owner: Walter L. Wilh Date: August 30, 2024
٥	(Owner, CEO, President, Majority Stockholder or Designated Representative)

^{*} Reponse is with respect to public contracts in the United States.

FORM C NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State o	f_OHIO	County of SUMMIT							
duly sw	orn, deposes and says that:								
1)	Manager Business Operat He/she is Mileage Sales, Lease & Se (Owner,partner,officer,representative,or a	ervice	_{of} The Goodyea	r Tire & Rubber Company					
	the bidder that has submitted the attached	•							
2)	He/she is fully informed respecting the precircumstances respecting such Bid;	eparation and co	ntents of the attached I	Bid and all pertinent					
3)	Such Bid is genuine and is not a collusive o	or sham Bid;							
4)	Neither the said bidder nor any of its office parties in interest, including this affiant, has or indirectly with any other Bidder, firm on the Contract for which the attached Bid has with such Contract or has in any manner communication or conference with any of attached Bid or of any other Bidder, or to find price of any other Bidder, or to secur agreement any advantage against the Coproposed Contract; and	as in any way coll r person to submas been submit r, directly or indicather Bidder, firm fix any overhead, re through any co	uded, conspired, conniversity a collusive or sham Beted or to refrain from beteetly, sought by agreem or person to fix the profit or cost element collusion, conspiracy, co	ved or agreed, directly Bid in connection with bidding in connection ement or collusion or price or prices in the of the Bid price or the onnivance or unlawful					
5) Signatu	The price or prices quoted in the attached conspiracy, connivance or unlawful agree representatives, owners, employees, or patter of Authorized Official	eement on the arties in interest, \underline{W}	part of the Bidder o including this affiant.	or any of its agents, ager Business Operations age Sales, Lease & Service					
Subscri	bed and sworn to (or affirmed) before me o	on this 30th	_{dav of} Augus	st, 20 <u>24</u> ,					
by <u>Wal</u>	Iter L. Welker ctory evidence to be the person(s) who appo		, proved to me on th						
(Seal)	MICHELLE L Notary Public, Star	. MAY ite of Ohlo	1ay						

June 02, 2029

August 30, 2024

FORM 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.

	Date
D	The Goodyear Tire & Rubber Company Company Walta L Wilh
Ву:	Signature of Authorized Official
	Walter L. Welker
	Print Name of Authorized Official
	Manager Business Operations Mileage Sales, Lease & Service
	Title of Authorized Official

FORM E DRUG-FREE WORKPLACE CERTIFICATION

Manager Business Operations I, Walter L. Welker Mileage Sales, Lease & Service , hereby certify on behalf of (name of authorized official)
The Goodyear Tire & Rubber Company 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-Contracto will, therefore:
 Publish a statement notifying employees that unlawful manufacture, distribution, dispensatio 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 Coc Section 8355(a).
 Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), 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 of 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:
Manager Business Operations I, Walter L. Welker Manager Business Operations Mileage Sales, Lease & Service Mileage Sales, Lease & Mileage Milea
understand that this certification is made under penalty of perjury, under the laws of the State of California.
Executed this 30th day of August , 2024 By Walter L. Wilh
(Signature of Authorized Official)
Manager Business Operations Walter L. Welker Mileage Sales, Lease & Service

(Title of Authorized Official)

FORM_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			
NONE							

FORM G

REFERENCES

All references shall be reachable and willing to furnish information by telephone conversation or email. Please ensure contact information is accurate and up-to-date.

1. Project: Bus Tire Leasing and Maintenance Services

Contact Person: James jimenez; Senior Manager, Quality Assurance

Company Name: Los Angeles County Metropolitan Transportation Authority

Telephone Number: 213-922-5870 E-mail Address: JimenezJa@metro.net

2. Project: Tire Lease Service and Support

Contact Person: Norman Tuitavuki; Chief Operating Officer

Company Name: Monterey-Salinas Transit District

Telephone Number: 209-371-7838 E-mail Address: ntuitavuki@mst.org

3. Project: Bus Tire Leasing Services for Norwalk Transit System

Contact Person: Janet Welde; Senior Management Analyst

Company Name: City of Norwalk
Telephone Number: 562-929-5600
E-mail Address: jwelde@norwalkca.gov

4. Project: Bus Tire Lease

Contact Person: Dave Morse; Superintendent of Operations Company Name: Santa Barbara Metropolitian Transit District

Telephone Number: 805-962-3365 E-mail Address: dmorse@sbmtd.gov

Signature of Authorized Person

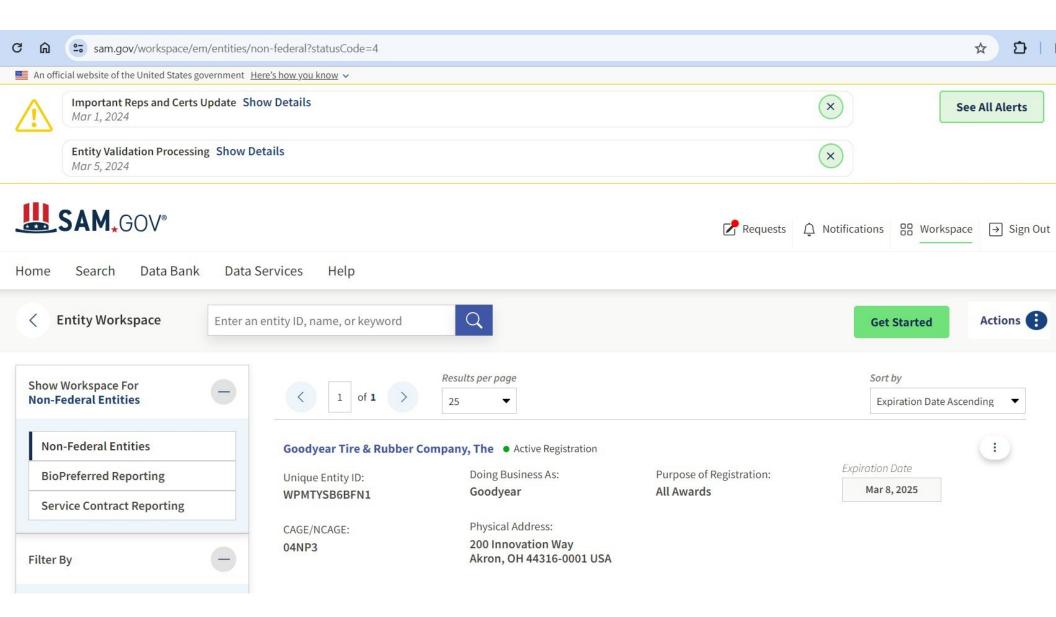
Walter L. Welker Mileage Sales, Lease & Service

Name, Title

The Goodyear Tire & Rubber Company

Company Name

FORM H PROOF OF NON-DEBARMENT OR SUSPENSION



FORM I STANDARD WARRANTY TERMS

Though Goodyear publishes no printed warranty policy for leased mileage tires, under a Goodyear lease Goodyear replaces (at no additional charge to Gardena) any tires found to be defective due to material defect or workmanship.

On the following pages, you may find the warranty for purchased mileage tires.



LIMITED WARRANTY UNITED STATES & CANADA PURCHASED GOODYEAR UNISTEEL® MILEAGE RADIAL MEDIUM TRUCK/BUS TIRES

WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

You are eligible for the benefits of this limited warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear® Unisteel® Mileage medium radial truck/bus tires that were purchased and that have not been branded to indicate the tires are leased tires
- · Leased tires do not qualify for this warranty.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Goodyear truck/bus tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
- Your tires were purchased on or after February 1, 2013.

WHAT IS COVERED AND FOR HOW LONG?

- 1. FREE TIRE REPLACEMENT Goodyear mileage truck/bus tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)
- 2. PRORATED TIRE REPLACEMENT Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing and any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

HOW WILL THE PRORATED CHARGES BE CALCULATED?

The replacement price will be calculated by multiplying the current Goodyear advertised selling price, at the adjustment location, by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET – U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire as well as any government-mandated charges.

EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is \$400.00, the cost to you would be \$200.00 plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

Amount of Tread Used X Comparable = Prorated Price of New Original Tread Tire Prorated Price of New Retread Tire (Plus FET [U.S. only], other applicable taxes, government-mandated charges and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you. Any replacement tire provided pursuant to this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to: Road hazards (including punctures, cuts, snags, impact breaks, etc.), wreck, collision, or fire, fast wear, irregular wear, heel and toe wear or other wear conditions.
- Wear conditions or tire damage due to: Improper inflation, overloading, high-speed spin-up, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting or mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial Mileage Truck/Bus tire that have been branded
- Leased tires do not qualify for this warranty. Tire must have been purchased.
- Tires removed from service due to improper repairs.
- · Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a DOT number ending with 1011 or greater were manufactured after 03/06/2011 (1011 refers to the 1st week of March 2011). These tires are covered under the provisions of this warranty coverage.

WHEN DOES THE WARRANTY END?

All non-branded Goodyear Unisteel® Mileage radial medium truck/bus tires with the word "Mileage" on the sidewall have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- A. You must present the tire to be adjusted to an authorized Goodyear Commercial Tire Retailer. Please consult your telephone directory or visit www.goodyeartrucktires.com for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- B. You must pay for taxes or any additional services you order at the time of adjustment.
- C. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Commercial Tire Retailer) that is completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

Serious injury, death or property damage may result from:

- TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION. Follow the vehicle owner's manual or tire placard in the vehicle.
- TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE. Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- TIRE FAILURE DUE TO IMPROPER REPAIRS. See Rubber Manufacturers Association (RMA) established repair procedures at www.rma.org, and/or go to www.goodyeartrucktires.com for information on proper repair procedures.
- EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING. Only specially trained persons should mount tires. When mounting tires, use a safety cage and a clip-on extension air hose to inflate.
- FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.
- FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.
- TIRE SPINNING. On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- EXCESSIVE WHEEL SPINNING. This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

- 1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.
- 2. If additional assistance is required:
 - In the U.S., write to Goodyear Customer Assistance Center Department 728 200 Innovation Way Akron, OH 44316
 - In Canada, write to Goodyear Customer Assistance Center 450 Kipling Avenue Toronto, Ont. M8Z 5E1



FORM J TIRE INFORMATION

The following Goodyear tires provided for this procurement are:

305/70R22.5 Metro Miler G652 RTB

GILLIG EBUS 315/80R22.5 Urban Max BSA EV B315/80R22.5 Intercity Cruiser

Goodyear ships tires via rail or common carrier from the manufacturing plants to a Goodyear Distribution Center; inventory is maintained in a protected stock class for exclusive use by Goodyear's mileage lease customers.

Goodyear uniquely and individually brands tires prior to delivery. Goodyear assures delivery within 30 days after receipt of order by Goodyear's Order Desk (1-800-MILEAGE).

Goodyear furnishes all valve hardware and repair materials, including use of high-temperature Dill 632 or equivalent metal valve caps and Dill 402AH or equivalent valve cores. Goodyear's Tire Technology tests and certifies all tire repair materials provided during the contract term. Goodyear's "Tire Maintenance Manual" (a copy can be furnished upon request) details aspects of Goodyear's tire service program.

Though Goodyear publishes no printed warranty policy for mileage tires, under a Goodyear lease Goodyear replaces (at no additional charge to the Operator) any tires found to be defective due to material defect or workmanship.





METRO MILER G652 RTB

TOUGHNESS FOR CITY TRANSIT APPLICATIONS

Transit fleets encounter challenging conditions around every corner. Frequent starting, stopping and turning can cause wear and tear on tires, especially in the sidewall area. The Goodyear® Metro Miler G652 RTB features innovations to resist sidewall damage, enhance toughness and provide long tread life, making it an excellent choice for transit applications.

To learn more about the Metro Miler G652 RTB, contact a Goodyear Sales Associate at 1.800.MILEAGE (1.800.645.3243), or visit goodyeartrucktires.com.





METRO MILER G652 RTB™

TOUGHNESS FOR CITY TRANSIT APPLICATIONS

The Metro Miler G652 RTB is available in popular sizes and load ranges.

Tire Size Load Range	Load	_	Sin Lo	gle ad		igle ition	Dual	Load		ıal ation	Wei	ght	Rim Width		erall dth		rall neter	Sta Rac		RPM	RPK	Tread Depth		Dual cing		Buffing Radius
	Kange	lbs	kg	psi	kpa	lbs	kg	psi	kpa	lbs	kg	in	in	mm	in	mm	in	mm			32nds	in	mm Rati	Rating	in	
B275/70R22.5	J	6,940	3,150	125	860	6,395	2,900	125	860	116.8	53.0	7.5	10.4	266.7	38.3	969.3	17.8	451	545	339	25	11.9	302.3	68	34	
B305/70R22.5	L	7,830	3,550	130	900	7,390	3,350	130	900	129.7	58.8	9	12.1	307.6	40.0	1,015.7	18.6	472	522	324	25	13.5	342.9	68	34	
B305/85R22.5	J	7,830	3,550	120	830	7,160	3,250	120	830	155.9	70.7	9	11.8	299.7	42.9	1,089.7	20.0	508	487	303	25	13.5	342.9	68	34	
B315/80R22.5	L	9,090	4,125	130	900	8,270	3,750	130	900	155.9	70.7	9	12.5	318.5	42.8	1,087	19.9	505	485	301	21	13.8	350.5	75	34	

- DEEP TREAD DEPTH helps enhance miles to removal for long tire life
- SIDEWALL PROTECTOR RIBS help resist sidewall scuffing
- REINFORCED SHOULDERS AND STEEL SIDEWALLS help deliver long casing life
- SIDEWALL WEAR INDICATORS help reveal wear due to excessive scuffing
- MULTI-COMPOUND, SCRUB-RESISTANT TREAD helps extend tread life by resisting excessive wear, chunking, cracking and chipping
- STRAIGHT TREAD PATTERNS help promote even wear



To find out more about Goodyear® transit tires that can go the distance, contact a Goodyear Sales Associate at **1.800.MILEAGE** (1.800.645.3243), or visit **goodyeartrucktires.com**.

WARNING: with respect to the use of all Goodyear bus mileage tires, any use other than as imprinted on the tires is unsafe. Improper use could render the tire unserviceable and could jeopardize the lives and safety of operators and passengers. Goodyear assumes no responsibility for any accident, injury or damage caused by special mileage tire failures due to misuse or the failure to follow proper maintenance and installation procedures.

NOTE: Federal Motor Carrier Safety Administration (FMCSA), Regulatory Guidance for the Federal Motor Carrier Safety Regulations, Part 393.75(d): "No bus shall be operated with regrooved, recapped or retreaded tires on the front wheels." Other requirements apply, including federal and manufacturer standards.







Nationwide Dealer Network 2,300+ Dealers In North America Ready To Help Your Fleet



Reliable Services
Most Reliable Nationwide
Roadside Service In The Industry*



Fleet Management Tools
Tire And Retread Tracking
And Fleet Dashboard

Find your total solution at goodyeartrucktires.com.

*Fleet research study, Nov. 2015, Lieberman Research Worldwide. 590-fleet sample. Goodyear Dealer network roadside service compared to Michelin, Bridgestone and Continental.



INTRODUCING THE ALL-NEW URBAN MAX BSA **EV

GOODYEAR'S BEST ALL-POSITION EV BUS TIRE FOR RANGE, TRACTION AND THE INCREASED LOAD-CARRYING CAPACITY OF ELECTRIC BUSES

The First Goodyear Product Engineered Specifically With

LOW ROLLING RESISTANCE FOR EV TRANSIT AND METRO BUSES TO HELP EXTEND RANGE*



DESIGNATED FOR PRODUCTS THAT DELIVER PREMIUM TIRE PERFORMANCE ON ELECTRIC AND ICE VEHICLES



AVAILABLE NOW

*The Urban Max BSA^{EV} tire has a lower rolling resistance than comparable Goodyear metro/transit bus tires in size 315/80R22.5. Low rolling resistance is one factor that may help extend EV range. Actual range extension may vary and may be impacted by other conditions including weather proper maintenance, driver behavior and road conditions.



URBAN MAX BSA TEV



TIRE SIZE LOAD			GLE IAD		IGLE Ation	DUAL	LOAD	DU Infl		WEI	GHT	RIM WIDTH	OVE WII	RALL Oth	OVE DIAN	RALL Ieter	STA Rad		RPM	RPK	TREAD Depth	MIN. Spac		SPEED
	RANGE	LBS	KG	PSI	KPA	LBS	KG	PSI	KPA	LBS	KG	IN	IN	MM	IN	MM	IN	MM			32NDS	IN	MM	M KAIING
315/80R22.5	L	10,200	4,625	130	900	9,090	4,125	130	900	143	65	9.00	12.5	318	42.6	1,082	19.8	503	488	303	17	14.0	356	68

Check goodyeartrucktires.com for updated data



NEW TREAD DESIGN WITH DEEP SIPING helps maintain 3PMSF** traction

ENHANCED 4-BELT PACKAGE delivers a high 10,200-lb. load-carrying capacity to help accommodate the increased weight of electric vehicle batteries

INNOVATIVE LOW-ROLLING RESISTANCE COMPOUND helps enhance energy efficiency, which aids to extend electric vehicle range*

MEETS GHG PHASE 2 COMPLIANCE for metro buses and is available on GILLIG low-floor battery electric buses





TOTAL MOBILITY"-



Trusted Products

Full range of tires, technologies and retreads with options for every fleet.



Premier Service Network

Reliable service network of 2,300+ dealer locations nationwide.



Complete Tire Management

Unparalleled programs and tools to optimize tire assets and ROI.

goodyeartrucktires.com

Goodyear Bus Tire For Coach Applications

Transportation services, such as charters, tours, commuter and shuttle require a versatile tire that can handle the unique combination of conditions they face every day on the road. Goodyear bus tires help you meet the challenge by offering long tread life for miles of highway driving and toughness for city streets.

This balance of beneficial features was created with bus fleets in mind.







- Offers A Low Cost Per Mile
- Deep Tread helps enhance miles to removal for long tire life.
- Sidewall Protector Ribs help resist sidewall scuffing.
- Tough Rubber Compounds help resist excessive wear, chunking, cracking and chipping.
- Belt Package helps enhance toughness and tire life.
- Tread Pattern helps evacuate water from under the tread for traction on wet roads.
- Wide, Circumferential Grooves, Extended Lateral Grooves and Non-Evolving Tread Design help deliver all-season traction.

Size	Load Range	Single Load lbs	Single Inflation psi	Dual Load lbs	Dual Inflation psi	Weight lbs	Approved Rim Width in		Overall Diameter in	Static Radius in	RPM	Tread Depth 32nds in	Minimum Dual Spacing in	Speed Rating mph
B315/80R22.5	J	8,270	120	7,610	120	153.0	8.25/9.00	11.9	42.9	20.0	484.2	21.0	13.8	70

Everyone can come out ahead with Goodyear coach bus tires. They help you get your customers to their destinations comfortably and on time. Plus, they promote consistent, quality performance for your fleet.

To find out more about Goodyear bus tires that can go the distance, call your Goodyear Sales Associate at 1-800-MILEAGE (1-800-645-3243), or visit www.goodyear.com/mileage.

WARNING: With respect to the use of all Goodyear bus mileage tires, any use other than as imprinted on the tire is unsafe. Improper use could render the tire unserviceable and could jeopardize the lives and safety of operators and passengers.

Goodyear assumes no responsibility for any accident, injury or damage caused by special mileage tire failures due to misuse or the failure to follow proper maintenance and installation procedures.

NOTE: Federal Motor Carrier Safety Administration (FMCSA), Regulatory Guidance for the Federal Motor Carrier Safety Regulations, Part 393.75(d): "No bus shall be operated with regrooved, recapped or retreaded tires on the front wheels." Other requirements apply, including federal and manufacturer standards.

The Goodyear Tire & Rubber Company Akron, Ohio 44316-0001

August 30, 2024

To Whom It May Concern:

Subject: FMVSS / CMVTSR Tire Certification

This is to certify that all new tires provided by The Goodyear Tire & Rubber Company marked with the **DOT** symbol are in compliance with the appropriate USA and Canadian tire regulations in effect at the time of production:

FMVSS109 - New pneumatic and certain specialty tires

FMVSS139 - New pneumatic radial tires for light vehicles.

FMVSS119 - New pneumatic tires for motor vehicles with a GVWR

of more than 4,536 kilograms (10,000 pounds) and motorcycles

574.5 - Tire identification requirements

575.104 - Uniform tire quality grading standards

CMVTSR 109 for Passenger Car Tires CMVTSR 119 for Certain Tires Other Than Passenger Car Tires

Sincerely,

Elizabeth Lacza
The Goodyear Tire and Rubber Company
Chief Product Standards and Regulations Engineer
elacza@goodyear.com



Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

_{I,} Walter L. Welker	Manager Business Operations; Mileage Sales, Lease & Service	_hereby certify
(Name and title of official)		
On behalf of The Goodyear Tire & Rubber Company		
(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. 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.

Name of Bidder/Company Name: The Goodyear Tire & Rubber Company					
Type or print name: Walter L. Welker					
Signature of authorized representative:	Valter .	L. Wilh		/ 2024	

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

- (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,
 - ${\it b.} \ Suspended \ from \ participation \ in \ its \ federally \ funded \ Project,$
 - 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.,

Certification Contractor: The Goodyear Tire & Rubber Company				
Signature of Authorized Official: Walter L. Wilh	Date 08 / 30 / 2024			
Name and Title of Contractor's Authorized Official: Walter I Welker Ma	nager Business Operations: Mileage Sales, Lease & Service			

BUY AMERICA CERTIFICATION STEEL OR MANUFACTURED PRODUCTS

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

Company: The Goodyear Tire & Rubber Company

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Name Walter L. Welker	Manager Business Opera	
Signature: Walter L. Wilh	_ _{Date:} August 30, 2024	
Certificate of Non-Compliance with Buy America	a Steel or Manufactured Products Req	<u>uirements</u>
The bidder or offeror hereby certifies that it cannualify for an exception to the requirement purs regulations in 49 C.F.R. 661.7.	· · · · · · · · · · · · · · · · · · ·	
Company:		
Name	_Title:	
Signature:	_ Date:	

Agenda Item No. 19.A Section: COUNCIL ITEMS Meeting Date: November 19,

2024

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

AGENDA TITLE: <u>INTRODUCTION OF ORDINANCE NO. 1876</u>, Amending Sections 2.48.020(A) and 2.48.055 of the Gardena Municipal Code Relating to the Number of Members and Quorum Requirements of the Gardena Youth Commission

COUNCIL ACTION REQUIRED:

Staff Recommendation: Introduce Ordinance No. 1876

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council approve an amendment to the Gardena Youth Commission membership size and quorum requirements.

During the October 22, 2024 council meeting, there was a directive by Mayor Tasha Cerda which was seconded by Mayor Pro Tem Rodney Tanaka, to amend sections 2.48.020(A) and 2.48.055 of the Gardena Municipal Code relating to the Youth Commission membership size and quorum.

The purpose of the change is: To reduce the membership from ten (10) to seven (7) members; and allow them to reduce the number of non-council appointees from five (5) to two (2) members.

The reason is: It will help the Youth Commission make quorum

The benefit is: It will help our Youth Commission move forward with their Agenda.

The changes are reflected in the proposed Ordinance No. 1876

FINANCIAL IMPACT/COST:

Cost savings of \$75 per month in commissioner monthly stipends.

ATTACHMENTS:

ORDINANCE_1876.pdf

APPROVED:

Clint Osorio, City Manager

Cleurom .

ORDINANCE NO. 1876

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING SECTIONS 2.48.020(A) AND 2.48.055 OF THE GARDENA MUNICIPAL CODE RELATING TO THE NUMBER OF MEMBERS AND QUORUM REQUIREMENTS OF THE GARDENA YOUTH COMMISSION

WHEREAS, the City Council has been made aware that the Gardena Youth Commission is having difficulty conducting meetings given the current membership size and quorum requirements of the commission.

WHEREAS, the City Council desires to reduce the membership size and quorum requirements of the Gardena Youth Commission to provide more flexibility to the Gardena Youth Commission.

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

<u>SECTION 1</u>. Section 2.48.020(A) of the Gardena Municipal Code is hereby amended to read as follows:

A. The Gardena youth commission shall consist of <u>seventen</u> members. The mayor and each city council person shall have the right to nominate one member from the citizens at large. Such nominations shall be honored by ratification and confirmation by a majority vote of the membership of the council. The remaining <u>twofive</u> members shall be nominated by majority vote of the council appointed commissioners. Such nominations shall be ratified and confirmed by city council.

<u>SECTION 2</u>. Section 2.48.055 of the Gardena Municipal Code is hereby amended to read as follows:

Four Six (46) voting members of the commission shall constitute a quorum of the commission for the transaction of business.

<u>SECTION 3</u>. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

<u>SECTION 4</u>. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of

ORDINANCE NO. 1876

said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

<u>SECTION</u> 5. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

<u>SECTION 6</u>. Effective Date. This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this <u>17th</u> day of <u>December</u> 2024.

	TASHA CERDA, Mayor
ATTEST:	
MINA SEMENZA, City Clerk	
APPROVED AS TO FORM:	
CARMEN VASQUEZ, City Attorney	