



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.C
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: April 25, 2023

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

AGENDA TITLE: INTRODUCTION OF ORDINANCE 1851, an Ordinance of the City of Gardena, California, Adopting by Reference the 2022 Edition of the California Building Standards Code (California Code Of Regulations, Title 24), Except for the Fire Code, and Making Amendments thereto; Adoption of the 2021 International Property Maintenance Code; Repealing Chapter 15.08 of the Gardena Municipal Code; and Finding the Action Exempt from the California Environmental Quality Act Pursuant to the Common Sense Exemption of CEQA Guidelines Section 15061(B)(3)

COUNCIL ACTION REQUIRED:

Staff Recommendation: Introduce Ordinance No. 1851 and set a Public Hearing on the adoption for the meeting of May 23, 2023

RECOMMENDATION AND STAFF SUMMARY:

California law requires cities to adopt the California Building Standards Code (CBSC) which is set forth in Title 24 of the California Code of Regulations. The 2019 edition of that Code, together with local amendments, are recommended for City Council adoption. Because the Ordinance adopts the California State Building Standards Code by reference, state law requires that it first be introduced and then the City Council set a public hearing date, after which the City Council may adopt the Ordinance. A staff report has been prepared to provide details of the proposed amendments recommended by the City's Building Official.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[Staff Report - 2022 Building Coode Adoption.pdf](#)
[Ordinance No. 1851.pdf](#)
[Resolution No. 6624.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio". The signature is fluid and cursive, with a period at the end.

Clint Osorio, City Manager



City of Gardena

City Council Meeting

AGENDA STAFF REPORT

AGENDA TITLE:

INTRODUCTION OF ORDINANCE 1851, an Ordinance of the City of Gardena, California, Adopting by Reference the 2022 Edition of the California Building Standards Code (California Code Of Regulations, Title 24), Except for the Fire Code, and Making Amendments thereto; Adoption of the 2021 International Property Maintenance Code; Repealing Chapter 15.08 of the Gardena Municipal Code; and Finding the Action Exempt from the California Environmental Quality Act Pursuant to the Common Sense Exemption of CEQA Guidelines Section 15061(B)(3)

RECOMMENDATION:

Staff respectfully recommends that the City Council:

1. Introduce Ordinance No. 1851 adopting by reference the California State Building Code with amendments, except the Fire Code, adopting the International Property Maintenance Code; Repealing Chapter 15.08 of the Gardena Municipal Code; and finding the action exempt from CEQA pursuant to the common sense exemption of Guidelines section 15061(b)(3); and
2. Set a public hearing on the adoption for the meeting of May 23, 2023.

BACKGROUND:

California law requires cities to adopt the California Building Standards Code (CBSC) which is set forth in Title 24 of the California Code of Regulations. The 2019 edition of that Code, together with local amendments, are recommended for City Council adoption. The State Building Standards Code consists of the following parts:

- Part 1 California Administrative Code
- Part 2 California Building Code
- Part 2.5 California Residential Code
- Part 3 California Electrical Code

- Part 4 California Mechanical Code
- Part 5 California Plumbing Code
- Part 6 California Energy Code
- Part 7 Vacant
- Part 8 California Historical Building Code
- Part 9 California Fire Code
- Part 10 California Existing Building Code
- Part 11 California Green Building Standards Code (CALGreen)
- Part 12 California Referenced Standards Code

The Ordinance adopts all Parts and some appendices with amendments. The only exception is Part 9, the California Fire Code, due to the fact that the City adopts the Los Angeles County Fire Code.

Staff proposes that the City Council adopt the amendments to the CBSC which have been recommended by the City's Building Official in order to better protect the City.

Because the Ordinance adopts the California State Building Standards Code by reference, state law requires that it first be introduced and then the City Council set a public hearing date, after which the City Council may adopt the Ordinance. Additionally, prior to adoption the City Council is required to adopt a resolution setting for the findings and rationale for the amendments to the California Building Standards Code as required by law. The resolution is attached, but will be adopted at the same time as the Ordinance is adopted. Upon adoption, the Ordinance and Resolution will be sent to the California Building Standards Commission in accordance with State law.

Should the City Council fail to adopt this Ordinance after the public hearing, the provisions of the 2022 California Building Standards Code will still apply, just without the amendments to deal with local climatic and seismic issues. Additionally, the International Property Maintenance Code will not be adopted. Chapter 15.08, which adopted the state housing law regulations by reference is being repealed as the provisions apply regardless of adoption by the City. The repeal has no actual impact except to clean-up the Code.

CEQA

The Ordinance includes a determination that adoption is not subject to CEQA pursuant to the common sense exemption set forth in CEQA Guidelines section 15061(b)(3). The 2022 California Building Standards Code applies to the City by default. The amendments and the additional codes that are being adopted are for the protection of the public health and safety and will not have any environmental effects.

FISCAL REVIEW/COST

There will be no fiscal impact as a result of the adoption of the subject Ordinance.

IN CONCLUSION, Staff respectfully recommends that the City Council introduce Ordinance No. 1851 and set a public hearing on its adoption for its regularly scheduled meeting of May 23, 2023, at which time Resolution No. 6624 will also be adopted.

Submitted by: Greg Tsujiuchi Date: April 40, 2023

Attachments:
Ordinance No. 1851
Resolution No. 6624

ORDINANCE NO. 1851

AN ORDINANCE OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; REPEALING CHAPTER 15.08 OF THE GARDENA MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, California Health & Safety Code Section 18901 et seq. provides that the Building Standards Commission shall adopt a California Building Standards Code ("CBSC") based on specified uniform codes with input from various State Departments; and

WHEREAS, the CBSC consists of building standards that regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, electrical systems, plumbing, mechanical systems, and maintenance of all buildings in the state and includes the California Building Code (CCR, Title 24, Part 1 & 2); the California Residential Code (CCR, Title 24, Part 2.5); the California Electrical Code (CCR, Title 24, Part 3); the California Mechanical Code (CCR, Title 24, Part 4); the California Plumbing Code (CCR, Title 24, Part 5); the California Energy Code (CCR, Title 24, Part 6); the California Historical Building Code (CCR, Title 24, Part 8); the California Existing Building Code (CCR, Title 24, Part 10); and the California Green Building Standards Code (CCR, Title 24, Part 11); and the California Reference Standards Code (CCR, Title 24, Part 12) and

WHEREAS, the 2022 CBSC has been adopted and is codified in Title 24 of the California Code of Regulations and became effective January 1, 2023; and

WHEREAS, California Health & Safety Code Section 17922 provides that the Department of Housing and Community Development is to adopt the CBSC and other regulations; and

WHEREAS, the Department of Housing and Community Development has adopted the most recent version of the CBSC; and

WHEREAS, California Health & Safety Code Sections 17958.5 provides that a city may make changes in the provisions adopted pursuant to Health and Safety Code Section 17922 and published in the CBSC or other regulations upon specified findings; and

WHEREAS, California Health & Safety Code Section 17958 further provides that,

if a city does not amend, add, or repeal ordinances or regulations to impose those requirements or make changes, the provisions published in the CBSC or other regulations shall be applicable to the city and shall be effective 180 days after publication of the CBSC by the California Building Standards Commission; and

WHEREAS, Pursuant to California Government Code Section 50022.2, the City of Gardena (“City”) may adopt the 2022 Edition of the CBSC by reference as well as other codes; and

WHEREAS, the City Council of the City of Gardena has determined that it would like to adopt the CBSC by reference as well as other codes, as well as make certain amendments thereto; and

WHEREAS, this Ordinance was introduced on April 25, 2023 and noticed for a hearing on May 23, 2023; and

WHEREAS, on May 23, 2023, the City Council held a public hearing on this Ordinance; and

WHEREAS, prior to adopting this Ordinance, the City Council adopted Resolution No. 6624, making the necessary findings to amend the California Building Standards Code;

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

SECTION 1. Chapter 15.04 is hereby amended in its entirety to read as follows:

**Chapter 15.04
DEFINITIONS**

15.04.010 Definitions applicable to Title 15.

The following definitions shall apply to this Title:

- A. “Building Official” as used in any part of this Title shall mean the Building Official or the Official’s designee.
- B. “California Building Standards Code” shall mean Parts 1 through 12 of Title 24 of the California Code of Regulations.
- C. “Code” as used in each Chapter shall refer to the Code adopted by that Chapter.
- D. “Jurisdiction” as used in any part of the California Building Standards Code, it shall mean the City of Gardena.

SECTION 2. Chapter 15.06 of the Gardena Municipal Code entitled “Expedited Permit Process for Small Residential Rooftop Solar Systems” is hereby recodified as Chapter 15.28 without any additional changes and a new Chapter 15.06 is hereby added to Title 15 of the Gardena Municipal Code is to read as follows:

**Chapter 15.06
BUILDING CODE**

15.06.010 Adoption of Building Code.

Except as may otherwise be provided in this Title, the California Building Code, 2022 Edition (Parts 1 and 2 of Title 24 of the California Code of Regulations), and only Appendices F (Rodentproofing), J (Grading), and P (Emergency Housing). are hereby adopted by reference and made a part of this chapter as though set forth in full herein. These provisions of Title 24, Parts 1 and 2 shall comprise the Building Code of the City of Gardena.

15.06.020 Work exempt from permits.

Section 105.2, item 2 is hereby amended to read as follows:

2. Wood, chain-link, plastic, metal or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height above the lowest adjacent grade unless supporting a surcharge or impounding class I, II or III-A liquids.

15.06.030 Expiration of permits.

Section 105.5 of the 2022 California Building Code is hereby amended to read as follows and section 105.5.1 is of no force or effect:

105.5 EXPIRATION OF PERMITS

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 12 months after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

15.06.040 Fees.

Section 109 of the 2022 California Building Code is hereby amended to read as follows in its entirety:

109 FEES.

A. General. Fees shall be assessed in accordance with the provisions of this Section.

B. Permit fees. The fee for each permit shall be as set forth in the latest resolution adopted by the City Council. The determination of value or valuation under any of the provisions of this Code shall be made by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and other permanent equipment. Where work for which a permit is required by this Code is started or proceeded with prior to obtaining said permit, the fees above specified shall be quadrupled, but the payment of such quadrupled fee shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.

C. Plan review fees. When a plan or other data is required to be submitted by this Code, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be one hundred (100) percent of the building permit fee.

1. The plan review fees specified in this subsection are separate fees from the permit fees specified in Subsection 1.8.4.2 and are in addition to the permit fees.

2. Where plans are incomplete or changed or involve deferred submittals so as to require additional plan review, an additional plan review fee shall be charged at the rate indicated in the executive order.

D. Expiration of plan review. Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

E. Fee refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code.

3. The Building Official may authorize the refunding of not more than eighty (80) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

15.06.050 Violations.

Section 114 of the 2022 California Building Code shall be amended to read as follows in its entirety:

114 VIOLATIONS.

A. Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, extend, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this Code.

B. Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this Code, or in violation of a permit or certificate issued under the provisions of this Code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

C. Prosecution of violation. If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this Code or of the order or direction made pursuant thereto.

D. Violation penalties. Any person who violates a provision of this Code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this Code, shall be subject to penalties as prescribed by law.

E. Violation a misdemeanor. Any person violating any of the provisions of this

Chapter or said Building Code shall be deemed guilty of a misdemeanor and shall be punishable as set out in Section 1.16.010 of this Code.

15.06.060 Automatic sprinkler systems.

Section 903.2 of the 2022 California Building Code is hereby amended by amending section 903.2 and adding section 903.2.13 to read as follows; all other provisions of section 903.2 remain in place:

903.2 WHERE REQUIRED.

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.21.

903.2.13 EXPANSION OF EXISTING BUILDINGS.

An automatic sprinkler system is required in any existing building subject to alteration or expansion if (1) the expansion exceeds 50 percent of the existing gross floor area; or (2) the cost of remodeling, expansion or improvement exceeds 50 percent of the value of the existing structure as determined by the Building Official. The size or valuation of an existing building shall be deemed to exceed fifty (50) percent if:

- 1. The expansion exceeds fifty (50) percent of the existing gross floor area; or
- 2. The cost of remodeling, expansion, or improvement exceeds fifty (50) percent of the value of the existing structure as determined by the building official.

15.06.070 Roof covering requirements.

Table 1505.1 of the 2022 California Building Code is hereby amended to read as follows:

Table 1505.1

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

15.06.080 Pedestrian protection during construction.

Section 3306 of the 2022 California Building Code is hereby amended by adding a new Section 3306.10 to read as follows:

3306.10 Fencing and Pedestrian Protection.

Fencing and pedestrian protection shall be required at all building and demolition sites as follows:

1. Prior to issuance of a demolition or building permit, a pre-demolition site inspection shall be performed verifying sewer cap and temporary toilet location and the capping of electrical, water and gas service to the property.
2. Prior to commencement of work, all new construction or demolition sites shall install minimum 6-foot-high protective chain link fencing with slats or screening incorporated, or wood fencing consistent with Section 3306 of the California Building Code, and Table 3306.1 regardless of distance to the property line. Protective wood canopies shall be installed prior to commencement of work pursuant to the requirements of Section 3306 and Table 3306.1 of the CBC.
3. If scaffolding is used on any construction site, the exterior face of the scaffolding shall be covered with mesh screen, tarps or other material sufficient to mitigate dust and debris migration from the site.
4. A Pedestrian Protection Plan shall be approved identifying all areas of required pedestrian protection for the property, prior to the issuance of demolition or building permits. The Plan shall indicate all areas of pedestrian protection or indicate why such protection is not required (e.g., exempt due to distance of construction to property line). The Pedestrian Protection Plan shall be prepared by a licensed contractor, engineer or owner-builder and indicate the proposed protection system to be installed and the method of installation. When conditions make installation of a pedestrian canopy impractical (e.g., a narrow street or alley) an alternative method may be shown on the plan such as pedestrian diversion through use of flag persons and barriers.
5. Any work encroaching into the public right-of-way or involving pedestrian diversion shall require Public Works Department approval of permits and pedestrian protection.
6. In addition to the remedies provided in the Building Code, violations of this Section shall result in revocation or suspension of a building permit pursuant to the procedures set forth in the Code.

15.06.090 Appendix J, Grading

Appendix J is hereby amended to add the following sections to read as follows:

Section J112.1 Sediment control.

- A. Sediment caused by the grading project shall be retained on the site to the greatest extent feasible. The maximum permanent rate of sediment loss after completion of the project should not exceed the natural erosion rate which

occurred prior to the grading project. If, in the opinion of the building official, excessive erosion occurs from the project, erosion and sediment control measures shall be immediately implemented to reduce erosion to allowable levels.

B. If required by the building official, sediment basins, sediment traps, or similar sediment control measures, temporary or permanent, shall be installed prior to clearing and grading operations. Upon completion of construction and stabilization of soils, all temporary erosion control facilities shall be removed from the site upon written approval of the building official.

Section J113.1 Grading practices and setbacks.

A. Grading operations shall be conducted so as to mitigate damaging effects of sediment production and dust on the project site and other properties.

B. The setbacks specified by CBC Appendix J, are minimum requirements and may be increased by the building official or by the recommendation of a civil engineer, soils engineer, or engineering geologist, if necessary, for safety and stability, or to prevent damage to other properties from deposition or erosion, or to provide access for slope maintenance and drainage. Retaining walls and/or deep foundations may be used to reduce the required setbacks when approved by the building official.

Section J114.1 Control of runoff.

In order to prevent polluting discharges from occurring, approved erosion and sediment control devices shall be required for all grading and filling. Control devices and measures which may be required include, but are not limited to, the following:

A. Energy absorbing devices to reduce the velocity of runoff water;

B. Sedimentation controls, such as sediment debris basins and sediment traps. Trapped sediment shall be removed to a site approved by the building official;

C. Disposal of water runoff from developed areas over large undisturbed areas;

D. Multiple discharge points to reduce the volume of runoff over localized areas.

Section J115.1 Revegetation and slope surface stabilization.

- A. Mulching, seeding, the planting of shrubs and trees, or other suitable stabilization measures shall be used to protect exposed slopes as necessary to control erosion, sedimentation and slope stability. Preference shall be given to use native or locally adapted grasses, shrubs and woody vegetation.
- B. Earth or paved interceptors and diversions shall be installed at the top of cut or fill slopes where there is a potential for erosive surface runoff.
- C. Revegetation shall be maintained by the owner until permanent establishment is achieved.

Section J116.1 Disposal of cleared material and fill.

Vegetation, dirt and rocks removed during clearing operations shall be disposed of by one or more of the following methods:

- A. Chipping all or some of the cleared vegetation for use as mulch or compost on the site or other approved location;
- B. Disposing of the balance of the material in a location approved by the building official.

Section J117.1 Excavated materials.

Excavated materials removed during grading operations shall be handled in accordance with the following methods:

- A. Stockpiling sufficient topsoil on the site if necessary, for use on areas to be revegetated.
- B. Locating stockpiled soil so that it will not become a source for off-site sediment damage.
- C. Promptly backfilling and compacting stockpiled soil into trenches and pits to reduce the risk of erosion.
- D. Applying mulch or other protective coverings on stockpiled material which will be exposed through the winter season.
- E. Excavated material not to be used at the site shall be disposed of in a

manner and at a location approved by the building official.

Section J118.1 Completion of work.

When required by the building official, the engineer of record shall verify that final grading complies with approved plans prior to final inspection by the city.

15.06.120 Appendix P, Emergency Housing

A. Appendix P, Section P103.2.1 is hereby amended to read as follows:

P103.2.1 New additions, alterations, and change of occupancy.

New additions, alterations, and change of occupancy to existing buildings shall comply with the requirements of the California Building Standards Code effective at the time of addition, alteration, or change of occupancy. The requirements shall apply only to and/or within the specific area of the addition, alteration, or change of occupancy.

Exceptions:

1. Existing buildings and structures used for emergency housing and emergency housing facilities may not be required to comply with the California Energy Code, as determined by the enforcing agency.
2. Change in occupancy shall not mandate conformance with new construction requirements set forth in the California Building Standards Code, provided such change in occupancy meets the minimum requirements set forth in this appendix.

B. Appendix P, Section P103.3 is hereby amended to read as follows:

P103.3 Occupant load.

Except as otherwise stated in this appendix, the maximum occupant load allowed in buildings and structures used as emergency housing shall be determined by the enforcing agency, but the interior floor area shall not be less than 64 square feet (6.5 m²) for two occupants. Where more than two persons occupy the building/structure, the required floor area shall be increased at the rate of 50 square feet (4.65 m²) for each occupant in excess of two. The interior floor area shall not exceed 400 square feet (37 m²), excluding lofts.

Exceptions:

1. Tents.

2. Recreational vehicles and park trailers designed for human habitation that meet the requirements in the Health and Safety Code, Sections 18009.3 and 18010, as applicable.

C. Appendix P, Section P111 is hereby added to read as follows:

111 Alternatives and modifications.

Alternative compliance and/or modifications that are reasonably equivalent to the requirements in this appendix may be granted by the Building Official in individual cases when dealing with buildings or structures used for emergency housing.

SECTION 3. Chapter 15.10 is hereby added to Title 15 of the Gardena Municipal Code to read as follows:

**Chapter 15.10
RESIDENTIAL CODE**

15.10.010 Adoption of California Residential Code

Except as may otherwise be provided in this Title, the California Residential Code, 2022 Edition (Part 2.5 of Title 24 of the California Code of Regulations), and only Appendices AH (Patio Covers), AX (Swimming Pool Safety Act) and AZ (Emergency Housing), are hereby adopted by reference and made a part of this chapter as though set forth in full herein. These provisions of Title 24, Part 2.5 shall comprise the Residential Code of the City of Gardena.

15.10.020 Work exempt from permits.

Section R105.2 of the 2022 California Residential Code, item 2 is hereby amended to read as follows:

2. Wood, chain-link, plastic, metal or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height above the lowest adjacent grade unless supporting a surcharge or impounding class I, II or III-A liquids.

15.10.030 Expiration of permits.

Section R105.5 of the 2022 California Residential Code is hereby amended to read as follows:

R105.5 Expiration.

Every permit issued shall become invalid unless the work on the site authorized by

such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 12 months after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

15.10.040 Fees.

Section R108 of the 2022 California Residential Code is hereby amended to read as follows in its entirety:

R108 Fees.

- A. Fees shall be assessed in accordance with the provisions of this Section.
- B. Permit fees. The fee for each permit shall be as set forth in the latest resolution adopted by the City Council. The determination of value or valuation under any of the provisions of this Code shall be made by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and other permanent equipment. Where work for which a permit is required by this Code is started or proceeded with prior to obtaining said permit, the fees above specified shall be quadrupled, but the payment of such quadrupled fee shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.
- C. Plan review fees. When a plan or other data are required to be submitted by this Code, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be one hundred (100) percent of the building permit fee.
 - 1. The plan review fees specified in this Subsection are separate fees from the permit fees specified in subsection B and are in addition to the permit fees.
 - 2. Where plans are incomplete or changed or involve deferred submittals so as to require additional plan review, an additional plan review fee shall be charged at the rate indicated in the executive order.
- D. Expiration of plan review. Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official

may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

E. Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
3. The Building Official may authorize the refunding of not more than eighty (80) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

15.10.050 Violations.

Section R113 of the 2022 California Residential Code is hereby amended to read as follows:

R113 VIOLATIONS.

R113.1 Unlawful acts.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, extend, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this Code.

R113.2 Notice of violation.

The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of

the provisions of this Code, or in violation of a permit or certificate issued under the provisions of this Code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

R113.3 Prosecution of violation.

If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this Code or of the order or direction made pursuant thereto.

R113.4 Violation penalties.

Any person who violates a provision of this Code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this Code, shall be subject to penalties as prescribed by law.

R113.5 Violation a misdemeanor.

Any person violating any of the provisions of this Chapter or said Building Code shall be deemed guilty of a misdemeanor and shall be punishable as set out in Section 1.16.010 of this Code.

15.10.060 Roof covering requirements.

The first paragraph of Section R902.1 of the California Residential Code is hereby amended to read as follows; all other provisions remain the same:

902.1 ROOF COVERING MATERIALS.

Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Minimum Roof Covering Classification for different types of construction for new buildings, re roofs or additions except for the construction of roofs in Very High Fire Hazard Zones.

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
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B	B	B	B	B	B	B	B	B
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SECTION 4. ELECTRICAL CODE. Chapter 15.12 of Title 15 of the Gardena Municipal Code is hereby added to read as follows:

**Chapter 15.12
ELECTRICAL CODE**

15.12.010 Adoption of electrical code.

Except as may otherwise be provided in this Title, the California Electrical Code, 2022 Edition (Part 3 of Title 24 of the California Code of Regulations), without any appendices, is hereby adopted by reference and made a part of this chapter as though set forth in full herein. These provisions of Title 24, Part 3 shall comprise the Electrical Code of the City of Gardena.

15.12.020 Fees.

Section 89.108.4.2 of the 2022 California Electrical Code is hereby amended to read as follows:

89.108.4.2 Fees.

The fee for each permit shall be as set forth in the latest resolution adopted by the City Council. When a plan or other data are required to be submitted by this Code, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be one hundred (100) percent of the building permit fee.

For purposes of determining fees only, the following definitions shall apply:

A. New general use branch circuits.

1. The fees prescribed apply to new branch circuit wiring and the lighting fixtures, switches, receptacles, appliances or other utilization equipment permitted to be supplied by these branch circuits.
2. For the purposes of this Subsection, each ungrounded conductor of a multi-wire branch circuit supplying one appliance may be counted as one circuit.
3. For the purposes of this Subsection, three-phase lighting branch circuits are counted as two (2) branch circuits.

B. Adding outlets (to existing branch circuits) or temporary lights and yard lighting.

1. Each outlet added to an existing branch circuit shall be counted as one unit and each lighting fixture connected thereto shall be counted as an additional unit except as modified in the following provisions of this Subsection.

2. An outlet shall mean a point or place on a fixed-wiring installation from which electric current is controlled, or is supplied to a lamp, lighting fixture, fan, clock, heater, range, motor, or other electrical appliance or equipment.

3. An outlet box for two (2) or more switches or receptacles shall be considered as one unit.

C. Motors, transformers, heating appliances and miscellaneous equipment or appliances.

1. The fees prescribed cover the inspection of the supply branch circuit and the utilization equipment supplied therefrom and the control equipment therefor.

2. Except where supplied by branch circuits rated over fifty (50) amperes, the fees required apply only to non-dwelling occupancies. The fee for each motor, transformer, heating appliance, welder, rectifier, x-ray machine, storage battery system, infrared industrial heating appliance, cooking or baking equipment, studio effects lighting, and other miscellaneous equipment or appliances shall be given in the rating table of the resolution order.

3. Where fixed equipment is supplied by flexible cords to facilitate servicing or replacement, those fees shall also apply to each receptacle outlet installed for the supply of portable equipment rated larger than three (3) H.P., K.W., or K.V.A.

4. For any equipment or appliance containing more than one motor, or other current consuming utilization components in addition to the motor or motors, the combined electrical ratings converted to K.V.A. of all shall be used to determine the fee. For the purpose of this subsection, one H.P. or one K.W. is equivalent to one K.V.A. The total ampere ratings of all receptacles installed on a factory fabricated wireway assembly for studio effects lighting may be used in computing the fees therefor.

5. The fees for a change of location or replacement of equipment on the same premises shall be the same as that for a new installation.

However, no fees shall be required for moving any temporary construction motor from one place to another on the same site during the time of actual construction work after a permit has once been obtained for such motor and the fees required therefor have been paid.

D. Required fire warning, communications and emergency control systems.

For the purposes of this Subsection, devices shall include all signaling equipment, stations, power equipment such as damper actuators or door holding device, and communication jacks or outlets.

E. Service and switchboard sections.

1. Fees shall be required for the installation, reinstallation, replacement or alteration of each service and each switchboard section.

2. For the purpose of this Subsection, a switchboard section means any portion of complete switchboard, distribution board, or motor control center which is prevented by the structural framework from being separated into smaller units.

3. The fees for services shall be determined from the ampacity of the set of service entrance conductors or the total ampere rating of the service equipment.

4. No fee need be paid for switchboard section which incorporates service equipment for which service fees were paid.

15.12.030 Underground service conductors – Installation.

Section 230.30 of the 2022 California Electrical Code is hereby amended by adding additional paragraphs to read as follows:

(C) Underground service laterals required for new construction.

All new buildings and structures in the City shall provide underground electrical and communications service laterals on the premises to be served as hereinafter required. This provision shall not apply to utility lines that do not provide service in the area being developed.

(D) Underground utilities for new buildings.

All electrical, telephone, community antenna television system (CATV), and similar service wires or cables which provide direct service to new buildings and structures shall be installed underground in compliance with all applicable building and

electrical codes, safety regulations and orders, and the rules of the Public Utilities Commission of the State of California.

(E) Underground utilities for existing buildings.

Existing overhead wires and/or new utility service shall be placed underground when one or more new dwelling units are created in an existing building and one or both of the following apply:

1. The expansion exceeds fifty (50) percent of the existing gross floor area; or
2. The cost of remodeling, expansion or improvement exceeds fifty (50) percent of the value of the existing structure as determined by the building official.

Exception: Undergrounding shall not be required if Southern California Edison deems in writing that such underground installation is infeasible based upon its service requirements or to the unavailability of necessary easements.

(F) Responsibility for compliance.

The developer and owner are jointly and severally responsible for complying with the requirements of this chapter and shall make the necessary arrangements with the utility companies for the installation of such facilities.

(G) Existing underground areas.

On streets where electrical and communications lines have been placed underground or where no overhead lines presently exist on or before July 1, 1977, said lines shall remain permanently underground and no additional electric or communications service facilities shall be added on said streets unless they are placed underground.

15.12.040 Temporary installations.

Section 590.3(A) of the 2022 California Electrical Code is hereby amended by adding the following subparagraph to read as follows:

(1) Temporary power pole required on construction sites.

All construction sites for which temporary power must be supplied because there is no electrical service shall provide a temporary power pole prior to issuance of a building permit. Said power pole shall remain installed until the project has received final approval and electrical service has commenced. Generators are prohibited as a substitute for a temporary power pole.

SECTION 5. MECHANICAL CODE. Chapter 15.14 is hereby added to Title 15 of the Gardena Municipal Code to read as follows:

**Chapter 15.14
MECHANICAL CODE**

15.14.010 Adoption of Mechanical Code.

Except as may otherwise be provided in this Title, the California Mechanical Code, 2022 Edition (Part 4 of Title 24 of the California Code of Regulations), is hereby adopted by reference and made a part of this chapter as though set forth in full herein. These provisions of Title 24, Part 4 shall comprise the Mechanical Code of the City of Gardena.

15.14.020 Mechanical permit fees.

Section 104.5 of the 2022 California Mechanical Code is hereby amended to read as follows and sections 104.5.1 through 104.5.3 are of no force or effect:

SECTION 104.5 FEES.

A. Permit fees. The fee for each permit shall be as set forth in the latest resolution adopted by the City Council.

B. Plan review fees. When a plan or other data are required to be submitted by this Code, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be one hundred (100) percent of the building permit fee.

C. Fee refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code.

3. The Building Official may authorize the refunding of not more than eighty (80) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than

one hundred eighty (180) days after the date of fee payment.

SECTION 6. PLUMBING CODE. Chapter 15.16 is hereby added to Title 15 of the Gardena Municipal Code to read as follows:

**Chapter 15.16
PLUMBING CODE**

15.16.010 Adoption of plumbing code.

Except as may otherwise be provided in this Title, the California Plumbing Code, 2022 Edition (Part 5 of Title 24 of the California Code of Regulations), including only Appendices A (Recommended Rules for Sizing the Water Supply System), D (Sizing Storm Water Drainage Systems), H (Private Sewage Disposal Systems), and I (Installation Standards), are hereby adopted by reference and made a part of this chapter as though set forth in full herein. These provisions of Title 24, Part 5 shall comprise the Plumbing Code of the City of Gardena.

15.16.020 Plumbing permit fees.

Section 104.5 of the 2022 California Plumbing Code is hereby amended to read as follows and sections 104.5.1 through 104.5.3 are of no force or effect:

SECTION 104.5 FEES.

- A. Permit fees. The fee for each permit shall be as set forth in the latest resolution adopted by the City Council.
- B. Plan review fees. When a plan or other data are required to be submitted by this Code, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be one hundred (100) percent of the building permit fee.
- C. Fee refunds.
 - 1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
 - 2. The Building Official may authorize the refunding of not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
 - 3. The Building Official may authorize the refunding of not more than eighty (80) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled

before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

SECTION 7. ENERGY CODE ADOPTION. Chapter 15.18 is hereby added to Title 15 of the Gardena Municipal Code to read as follows:

**Chapter 15.18
ENERGY CODE**

15.18.010 Adoption of energy code.

Except as may otherwise be provided in this Title, the California Energy Code, 2022 Edition (Part 6 of Title 24 of the California Code of Regulations), including Appendix 1-A (Standards and Documents Referenced in the Energy Code) and Appendix 1-B (Energy Commission Documents Incorporated by Reference in Their Entirety), are hereby adopted by reference and made a part of this chapter as though set forth in full herein. These provisions of Title 24, Part 6, shall comprise the Energy Code of the City of Gardena.

SECTION 8. HISTORICAL BUILDING CODE. Chapter 15.20 of Title 15 of the Gardena Municipal Code is hereby repealed and a new Chapter 15.20 is hereby added to read as follows:

**Chapter 15.20
HISTORICAL BUILDING CODE**

15.20.010 Adoption of Historical building code.

Except as may otherwise be provided in this Title, the California Historical Building Code, 2022 Edition (Part 8 of Title 24 of the California Code of Regulations), including Appendix A are hereby adopted by reference and made a part of this chapter as though set forth in full herein. These provisions of Title 24, Part 8 shall comprise the Historical Building Code of the City of Gardena and shall apply to the preservation, restoration, rehabilitation, relocation or reconstruction of buildings or properties designated as qualified historical buildings or properties.

SECTION 9. EXISTING BUILDING CODE. Chapter 15.22 of Title 15 of the Gardena Municipal Code is hereby added in its entirety to read as follows:

**Chapter 15.22
EXISTING BUILDINGS**

15.22.010 Adoption of existing building code.

Except as may otherwise be provided in this Title, the California Existing Building Code, 2022 Edition (Part 10 of Title 24 of the California Code of Regulations) and Appendix A (Guidelines for the Seismic Retrofit of Existing Buildings) are hereby adopted by reference and made a part of this chapter as though set forth in full herein and shall constitute the minimum standards to promote public safety and welfare, including those regulations adopted to reduce the risk of death or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing walls. These provisions of Title 24, Part 10 shall comprise the Existing Buildings Code of the City of Gardena.

SECTION 10. GREEN BUILDING STANDARDS ADOPTION. Chapter 15.24 is hereby added to the Gardena Municipal Code to read as follows:

**Chapter 15.24
GREEN BUILDING STANDARDS**

15.24.010 Adoption of CALGreen code.

Except as may otherwise be provided in this Title, the California Green Building Standards Code (referred to herein as "CALGreen"), 2022 Edition (Part 11 of Title 24 of the California Code of Regulations) is hereby adopted by reference and made a part of this chapter as though set forth in full herein. These provisions of Title 24, Part 11 shall comprise the CalGreen Code of the City of Gardena.

SECTION 11. INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTION. Chapter 15.26 of Title 15 of the Gardena municipal Code is hereby amended in its entirety to read as follows:

**Chapter 15.26
PROPERTY MAINTENANCE CODE**

15.26.010 Adoption of International Property Maintenance Code.

Except as may otherwise be provided in this Title, the International Property Maintenance Code, 2021 Edition, is hereby adopted by reference and made a part of this chapter as though set forth in full herein. These provisions shall comprise the Property Maintenance Code of the City of Gardena.

Section 12. Chapter 15.08, Adoption of Housing Law Regulations, is hereby deleted.

Section 13. Filing. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission pursuant to section 17958.7 of the California Health and Safety Code.

Section 14. CEQA. The City Council finds that the adoption of the California Buildings Standards Code and local amendments thereof is exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guideline section 15061(b)(3) (the commonsense exemption). The action is largely administrative in nature and designed to improve and not degrade environmental quality such that there is no possibility that adopting this Ordinance would adversely affect the environment in any manner that could be significant. Further, except for the amendments that have been adopted, these Codes apply by default.

Section 15. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect any remaining provision hereof. The City Council of the City of Gardena hereby declares that it would have adopted this Ordinance despite any partial invalidity of its provisions.

Section 16. Effective Date. This Ordinance shall take effect on the 30th day after adoption.

Section 17. Certification. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

Passed, approved, and adopted this 23rd day of May, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

LISA E. KRANITZ, Assistant City Attorney

RESOLUTION NO. 6624

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, SETTING FORTH FINDINGS FOR REQUIRED AMENDMENTS TO THE 2022 CALIFORNIA STATE BUILDING CODE RELATIVE TO LOCAL CLIMATIC, TOPOGRAPHIC AND GEOLOGIC CONDITIONS

WHEREAS, California Health & Safety Code section 18901 et seq. provides that the Building Standards Commission shall adopt a California Building Standards Code (“CBSC”) based on specified uniform codes with input from various State Departments; and

WHEREAS, the CBSC consists of building standards that regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, electrical systems, plumbing, mechanical systems, and maintenance of all buildings in the state and includes the California Building Code (CCR, Title 24, Part 1 & 2); the California Residential Code (CCR, Title 24, Part 2.5); the California Electrical Code (CCR, Title 24, Part 3); the California Mechanical Code (CCR, Title 24, Part 4); the California Plumbing Code (CCR, Title 24, Part 5); the California Energy Code (CCR, Title 24, Part 6); the California Historical Building Code (CCR, Title 24, Part 8); the California Existing Building Code (CCR, Title 24, Part 10); and the California Green Building Standards Code (CCR, Title 24, Part 11); and the California Reference Standards Code (CCR, Title 24, Part 12); and

WHEREAS, the 2022 CBSC has been adopted and is codified in Title 24 of the California Code of Regulations and became effective January 1, 2023; and

WHEREAS, California Health & Safety Code Section 17922 provides that the Department of Housing and Community Development is to adopt the CBSC and other regulations; and

WHEREAS, the Department of Housing and Community Development has adopted the most recent version of the CBSC; and

WHEREAS, California Health & Safety Code Sections 17958.5 provides that a city may make changes in the provisions adopted pursuant to Health and Safety Code Section 17922 and published in the CBSC or other regulations upon specified findings; and

WHEREAS, California Health & Safety Code Section 17958 further provides that, if a city does not amend, add, or repeal ordinances or regulations to impose those requirements or make changes, the provisions published in the CBSC or other regulations shall be applicable to the city and shall be effective 180 days after publication of the CBSC by the California Building Standards Commission; and

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, before making any modifications or changes to the CBSC, shall make an express

finding that such changes or modifications are reasonably necessary because of local climatic, geologic, or topographic conditions;

NOW, THEREFORE, THE CITY OF GARDENA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. A copy of Ordinance No. 1851 is attached hereto as Exhibit A. The charts below set forth the rational and findings for the amendments proposed therein.

Chapter 15.04 Amendments to California Building Code (CBC)

Municipal Code Section	CBC Section Added or Amended	Substance of Amendment (full text in Ordinance No. 1851)	Justification (see key below)
15.04.010		Adds Definitions to Chapter	A
15.06.020	105.2	Adds local procedures for the Work that is Exempt from Permits	A
15.06.030	105.5	Provides for the expiration of permits consistent with state law (AB 2913)	A
15.06.040	109	Creates fees for permits and plan review	A
15.06.050	114	Adds local procedures for prosecuting code violations	A
15.06.060	903.2	Amends 903.2 to require automatic sprinkler systems in locations described in Sections 903.2.1 through 903.2.21	A B(i)
15.06.070	Table 1505.1	Amends Table 1505.1 Requires minimum Class B fire rated roof coverings on all structures regulated by the Code.	A B(iii)
15.06.080	3306	Adds 3306.10 detailing requirements for fencing during construction to increase protections for pedestrians.	A
Municipal Code Section	CBC Section Added or Amended	Substance of Amendment (full text in Ordinance No. 1851)	Justification (see key below)
15.06.090	J112.1	Adds Section J112.1 for Sediment control	B (iii)
15.06.090	J113.1	Adds Section J113.1 Grading practices and setbacks	B (ii)
15.06.090	J114.1	Adds Section J114.1 Control of runoff.	B (ii)

15.06.090	J115.1	Adds Section J115.1 Revegetation and slope surface stabilization.	B (iii)
15.06.090	J116.1	Add Section J116.1 Disposal of cleared material and fill.	B (iii)
15.06.090	J117.1	Add Section J117.1 Excavated materials.	B (iii)
15.06.090	J118.1	Add Section J118.1 Completion of grading work - verification.	A
15.06.120	P103.2.1	Amends Section P103.2.1 for New Additions, alterations and change of occupancy for Emergency Housing.	B (ii)
15.06.120	P103.3	Amends Section P103.2.1 for Occupant Load for Emergency Housing.	B (ii)
15.06.120	P111	Adds Section P111 Alternatives and Modifications	A

Chapter 15.06 Amendments to California Residential Code (CRC)

Municipal Code Section	CBC Section Added or Amended	Substance of Amendment (full text in Ordinance No. 1851)	Justification (see key below)
15.10.020	R105.2	Adds local procedures for the Work that is Exempt from Permits	A
15.10.030	R105.5	Provides for the expiration of permits consistent with state law (AB 2913)	A
15.10.040	R108	Creates fees and process for fee refunds	A
15.10.050	R113	Adds local procedures for prosecuting code violations	A
15.10.060	R902.1	Amends Table 1505.1 Requires minimum Class B fire rated roof coverings on all structures regulated by the Code.	B (i)

Chapter 15.12 Amendments to California Electrical Code (CEC)

Municipal Code Section	CBC Section Added or Amended	Substance of Amendment (full text in Ordinance No. 1851)	Justification (see key below)
15.12.020	89.108.4.2	Establishes permit fees	A
15.12.030	230.30	Adds subparagraphs (C), (D), (E) requiring undergrounding of service laterals for new	B(ii)

		construction and of utilities for new and existing buildings	
15.12.030	230.30	Adds subparagraph (F) to impose joint and several liability on developer and property owner for compliance.	A
15.12.030	230.30	Adds subparagraph (G) to impose moratorium on overhead utility lines in specified areas	B(ii)
15.12.040	590.3(A)	Adds subparagraph (A)(1) to provide that generators are prohibited as a substitute for temporary power poles at construction sites	B(ii)

Chapter 15.14 Amendments to California Mechanical Code (CMC)

Municipal Code Section	CBC Section Added or Amended	Substance of Amendment (full text in Ordinance No. 1851)	Justification (see key below)
15.14.020	104.5	Creates fees for permits and plan review	A

Chapter 15.16 Amendments to California Plumbing Code (CPC)

Municipal Code Section	CBC Section Added or Amended	Substance of Amendment (full text in Ordinance No. 1851)	Justification (see key below)
15.16.020	104.5	Creates fees for permits and plan review	A

Justifications KEY:

A – This is an administrative amendment, which does not modify building standards as defined in California Health & Safety Code section 18909. The amendment establishes administrative procedures for the effective enforcement of the building standards in the City of Gardena.

B – This amendment is reasonably necessary because of the following local climatic, geological, or topographical conditions:

- i. Strong Winds/Climate. The dry climatic conditions with strong winds contribute to the rapid spread of even small fires originating in high- density housing. These fires spread very quickly and

create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

- ii. Heavy Precipitation. The climate alternates between extended periods of drought and brief flooding conditions. The winter months can experience heavy rainfall of up to 6 inches per hour. Flood conditions may affect the Los Angeles County Fire Departments ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.
- iii. Revisions to the foundation requirements due to highly expansive soil conditions that are present in some areas of Gardena. These requirements have been used locally since 1970.

SECTION 2. The Community Development Department shall file copies of Resolution No.6624 and Ordinance No. 1851 with the California Building Standards Commission as required by Health and Safety Code Section 17958.7.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

SECTION 4. This resolution shall be effective immediately.

Passed, approved, and adopted this ____ day of _____, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA
City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

Attachment:
Exhibit A – Ordinance No. 1851



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.D
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: April 25, 2023

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

AGENDA TITLE: Report on Measures Taken to Alleviate New Significant Tobacco Retailers From Establishing in the City

COUNCIL ACTION REQUIRED:

Staff Recommendation: Staff respectfully recommends that the Council approve and issue the attached report which describes the measures taken thus far to alleviate new significant tobacco retailers from establishing in the City.

RECOMMENDATION AND STAFF SUMMARY:

At the City Council Meeting held March 28, 2023, the City Council adopted as an urgency measure, Urgency Ordinance No. 1850, a moratorium prohibiting any new Significant Tobacco Retailer businesses from establishing in the City. This was done in order to allow staff time to conduct the necessary research, hold study sessions if desired by the Council, and ultimately bring back an ordinance related to Significant Tobacco Retail businesses.

The moratorium remains in effect for a period of forty-five (45) days, and will expire on May 11, 2023. On May 9, 2023, staff will be bringing forth an ordinance extending Urgency Ordinance No. 1850 for an additional 10 months and 15 days, as allowed per State law. Government Code Section 65858(d) requires that at least ten days prior to the expiration of the Urgency Ordinance, the legislative body issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. The attached report satisfies this requirement.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[Staff Report - Tobacco Business Moratorium Report.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio". The signature is fluid and cursive, with a period at the end.

Clint Osorio, City Manager



City of Gardena **City Council Meeting**

Agenda Item No. 13D
Department: Community Development
Meeting Date: April 25, 2023
Tobacco Business Moratorium Report

AGENDA STAFF REPORT

AGENDA TITLE: A REPORT ON MEASURES TAKEN TO ALLEVIATE NEW SIGNIFICANT TOBACCO RETAILERS FROM ESTABLISHING IN THE CITY

RECOMMENDATION:

Staff respectfully recommends that the City Council approve and issue this report which describes the measures taken thus far to alleviate significant tobacco retailers from establishing in the City.

BACKGROUND:

At the City Council Meeting held on February 28, 2023, staff received a Council directive to begin looking into either regulating or prohibiting businesses that principally sell tobacco and related products. At the City Council Meeting held on March 14, 2023, staff received further direction to prepare a moratorium prohibiting new Significant Tobacco Retail businesses from establishing in the City while the matter is studied. Subsequently, at the City Council Meeting held March 28, 2023, the City Council adopted as an urgency measure, Urgency Ordinance No. 1850, a moratorium prohibiting any new Significant Tobacco Retailer businesses from establishing in the City.

DISCUSSION:

Urgency Ordinance No. 1850 was adopted on March 28, 2023 and remains in effect for a period of forty-five (45) days, or until May 11, 2023. Government Code Section 65858(d) states that ten (10) days prior to the expiration of the Urgency Ordinance, the legislative body issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. This report satisfies the requirements of Government Code 65858(d)

In order to alleviate significant tobacco retailers from establishing in the City, staff continues to actively research and review a number of cities that have either prohibited or regulated businesses that principally sell tobacco products. The City of Gardena defines these types of businesses as a Significant Tobacco Retailer, meaning "...any tobacco retailer for which the principal or core business is selling tobacco products, tobacco paraphernalia, or both, as evidenced by any of the following: twenty percent or more of the floor or display area is devoted to tobacco products, tobacco paraphernalia, or both; sixty-seven percent or more of gross sales receipts are derived from tobacco products, tobacco paraphernalia, or both; or fifty percent or more of completed sales transactions include tobacco products or tobacco paraphernalia." (5.52.010 Definitions (f))

There are varying degrees that cities can either regulate or prohibit the sale of tobacco products. For example, the City of Manhattan Beach completely prohibits the selling of tobacco products or electronic smoking devices in the city, however, has a hardship exemption that an owner can apply for. The City of Beverly Hills also prohibits the sale of tobacco products, and also has certain provisions that would allow existing retailers to continue selling under a hardship exemption and in addition, carves out exemptions for hotels and some existing cigar lounges. Other cities such as Hermosa Beach, Covina, and Costa Mesa, to name a few, do not explicitly prohibit the sale of tobacco products, however, they have distance requirements from schools and/or other youth-oriented areas that retailers must adhere to. In addition, other tobacco paraphernalia such as vapor smoking devices and e-cigarettes appear to also have a similar effect as traditional tobacco products and will also be researched and reviewed.

Additional time beyond the initial 45 days since the adoption of Urgency Ordinance No. 1850 will be needed to properly study and discuss the matter. At the May 9, 2023 City Council Meeting, staff will be bringing forth an ordinance extending the Urgency Ordinance for an additional 10 months and 15 days, as allowed per state law.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

N/A

Submitted by: Greg S. Tsujiuchi

Date: 4/25/2023



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 14.A
Section: DEPARTMENTAL
ITEMS - ELECTED & CITY
MANAGER'S OFFICES
Meeting Date: April 25, 2023

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

AGENDA TITLE: Approval of One-Year Agreement with Townsend Public Affairs, Inc. for Legislative Advocacy and Grant Funding Services in the amount of \$84,000

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Agreement

RECOMMENDATION AND STAFF SUMMARY:

Townsend Public Affairs, Inc (TPA) was hired by the City of Gardena in March 2022 to help secure state and federal funding for its priority projects. Efforts to advance the City's priority projects included the pursuit of earmarks in the state budget and federal appropriations bills for Fiscal Year 2022-2023. TPA partnered with the City to develop, advocate, and secure several major wins with our elected leaders in Sacramento and in Washington, DC. The TPA/City team worked together to secure \$7 million in direct funding for priority projects identified by the City, including the following highlights:

- \$4 million for the Digital Equity for all Bridging the Digital Divide (Championed by Assembly Member Muratsuchi)
- \$2 million for the Gardena Boulevard Revitalization (Championed by Senator Bradford)
- \$1 million for the Rosecrans Community Center (Championed by Congresswoman Waters)

So far in 2023, The TPA Team, in partnership with the City crafted and submitted state and federal district funding requests in an effort to secure direct resources; On the federal side, the funding request was for \$4 million dollars for Mas Fukai Park and on the state side, the City focused on requests related to infrastructure projects; including \$5 million for the Rosecrans Community Center, \$4 million for Mas Fukai Park Improvements, \$3 million for Commercial Facade Improvement Program, \$3 million for the Gardena Willows Wetland Preserves, \$3 million for the Rowley Park Gymnasium Renovation, \$1 million for Freeman Park, \$2 million for Johnson Park and \$1 million for General Plan Zoning Code Update. In addition to these items TPC will continue to look for grant and state legislative opportunities for the City.

Staff recommends that the City Council approve a one-year contract with Townsend Public Affairs, Inc in the amount of \$84,000 to provide legislative advocacy and grant writing services.

FINANCIAL IMPACT/COST:

General Fund-\$84,000

ATTACHMENTS:

[TPA- Contract Agreement.pdf](#)

[CGAR TPA City Council Presentation April 25 2023.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

**AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
TOWNSEND PUBLIC AFFAIRS, INC. (TPA)
FOR LEGISLATIVE ADVOCACY AND GRANT FUNDING SERVICES**

This contract, hereinafter referred to as Agreement is entered into this 16th day of March, 2023, by and between THE CITY OF GARDENA ("City") and TOWNSEND PUBLIC AFFAIRS (TPA), a California Corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. Recitals.

- A. Whereas, City requires the services of a professional to provide legislative advocacy and grant funding services; and
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to provide these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement.
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

2. Services.

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

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

3. Additional Services. If City determines that additional Services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional Services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior

to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

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

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

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

7. Term of Agreement/Termination. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on March 15, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause

attributable to Consultant, Consultant shall be entitled to reasonable compensation for the Services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

8. Agreement Administrator. For purposes of this Agreement, City designates Clint D. Osorio or designee as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by Agreement Administrator. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Agreement Administrator. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Agreement Administrator 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- Term of Agreement/Termination. 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.

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

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

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

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

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

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

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

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

14. 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.

15. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon

termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

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

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

17. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

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

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

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

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

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

19. Legal Requirements.

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

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

C. Consultant covenants that 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.

20. 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.

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

22. Insurance.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under

this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice,

Consultant shall be deemed in default hereunder.

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

23. Indemnity.

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

B. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the

Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

25. 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.

26. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Clint D. Osorio
Title: City Manager
Email: cosorio@cityofgardena.org
Telephone: (310) 217-9503

To Consultant: Townsend Public Affairs, Inc.
1401 Dove Street, Suite 330

Newport Beach, California 92660
Attn: Christopher Townsend, President
Email: ctownsend@townsendpa.com
Telephone: (949) 278-1091

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

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

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

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

30. 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.

31. 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.

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

33. 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.

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

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

36. 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.

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

38. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

"City"
City of Gardena

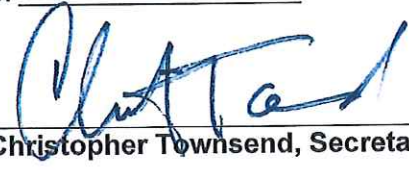
By: _____
Tasha Cerda, Mayor

Date: _____

"Consultant"
Townsend Public Affairs, Inc. (TPA)

By:  _____
Christopher Townsend, President

Date: 04/06/2023

By:  _____
Christopher Townsend, Secretary

Date: 04/06/2023

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:



Carmen Vasquez, City Attorney

EXHIBIT A

TOWNSEND
PUBLIC AFFAIRS
EST **TPA** 1998

WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON, DC
NORTHERN CALIFORNIA • CENTRAL CALIFORNIA
SOUTHERN CALIFORNIA



Proposal for
Legislative Advocacy
and Grant Funding Services

April 3, 2023

EXHIBIT A
TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

April 3, 2023

Clint Osorio, City Manager
City of Gardena
1700 W. 162 Street
Gardena, CA 90247

Dear Mr. Osorio:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Legislative Advocacy and Grant Funding Services to the City of Gardena ("City").

Since its inception in 1998, TPA has earned the reputation as **Champions for Better Communities** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 100 legislative and regulatory proposals into law, and secured over \$2.6 billion in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies. Of this amount, TPA helped secure over \$7 million in state and federal funding for the City of Gardena's projects.

Thank you again for your interest in our firm and your consideration of this proposal. Please contact us if you have any questions or need additional information. We would be honored to serve the City of Gardena.

Yours truly,



Christopher Townsend
President



ABOUT TPA

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- Founder/Owner/President: Christopher Townsend
- Advocacy Success: Shepherded **over 100** client-sponsored legislative proposals into law
- Funding Success: Over **\$2.6 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- Longevity: 25 years (founded in 1998)
- Number of Employees: 19
- Number of Registered State and Federal Lobbyists and Grant Writers: 15
- Number of Offices: Five
 - TPA State Capitol Office, Sacramento
 - TPA Federal Office, Washington, DC
 - TPA Northern California Office, Oakland
 - TPA Central California Office, Fresno
 - TPA Southern California Office, Newport Beach
- Types of Clients:
 - City Governments
 - County Governments
 - Water and Sanitation Districts
 - Transportation Districts
 - K-12 School Districts
 - Community College Districts
 - Parks and Recreation Districts
 - Fire Protection Districts
 - Museums, Science Centers, and Cultural Facilities
- Areas of Specialization:
 - Local Governance (Cities, Counties, Special Districts)
 - Transportation Policy and Infrastructure
 - Water and Sanitation Policy and Infrastructure
 - Education Policy and Infrastructure
 - Housing and Economic Development
 - Parks and Community Facilities (Recreational, Cultural, Historical)
 - Energy, Environment, and Natural Resources
 - Public Safety
 - Budget and Finance
- Ranking by Revenue Reported to the California Secretary of State:
 - 6th of 486 Firms Registered for 2021-22 Legislative Session
 - 99th Percentile



LEGISLATIVE ADVOCACY ACHIEVEMENTS

Policy Sector	Issue	Description
Local Governance	Local Control and Finance	<ul style="list-style-type: none"> Public Facilities and Finance Public Employee Programs Contractual Assessment Programs Infrastructure Financing Opportunities
	Public Employee Benefits	<ul style="list-style-type: none"> PEPRA Compliance JPA Benefits Medical Benefits Vesting
	Cannabis	<ul style="list-style-type: none"> Drafting Local and State Cannabis Regulations Local Control
Transportation	Local Streets and Roads	<ul style="list-style-type: none"> State Highway Relinquishments Local Venue Signage on State Highways
	State Highway System	<ul style="list-style-type: none"> State Bond Funding for Highway Projects Expansion of Toll Lanes/Toll Roads
Water and Sanitation	Water Quality	<ul style="list-style-type: none"> Drinking Water Public Health Regulations Groundwater Pollution Liability Groundwater Management Plans Direct/Indirect Potable Reuse
	Water Infrastructure	<ul style="list-style-type: none"> State Bond Funding for Water Projects Local Reliability Projects Water Conservation Programs
	Sanitation Infrastructure	<ul style="list-style-type: none"> Integrated Regional Watershed Projects Advanced Water Treatment Facilities
Housing and Community Development	Affordable Housing	<ul style="list-style-type: none"> Developing Funding for Affordable Housing Expanding Affordable Housing Eligibility
	Economic Development	<ul style="list-style-type: none"> Capital Investment Incentive Program Expansion Enterprise Zone Program Regulations Military Base Re-Use Land Planning
	Redevelopment	<ul style="list-style-type: none"> Agency Dissolution Process Developing Post-RDA Funding Sources State Liability Reduction
Recreation and Natural Resources	Park Facilities	<ul style="list-style-type: none"> Joint-Use Projects with Schools Districts State Bond Funding for Local Park Projects (Propositions 11, 68, and 84)
	Greenhouse Gas Reduction	<ul style="list-style-type: none"> TOD Housing to Support Cap and Trade Objectives Increase Transit Accessibility for Active Transportation
Cultural and Historical Resources	Cultural Facilities	<ul style="list-style-type: none"> CA Cultural and Historical Endowment CA Nature Education Facilities Program
Public Safety	Public Health	<ul style="list-style-type: none"> Air Pollution Reduction Methods Treatment of the Remains of a Deceased Veteran Resources
	Crime Reduction	<ul style="list-style-type: none"> Sex Trafficking Control Gun Control
	Local Law Enforcement	<ul style="list-style-type: none"> Increasing Local Police Presence/COPS Police Body Cameras Regional Public Safety Task Force Initiatives
Education	Community College Districts	<ul style="list-style-type: none"> Veterans Resources Alternative Energy Job Training ADA Reform
	K-12 School Districts	<ul style="list-style-type: none"> K-12 Safety Planning Programs Joint Use Projects with Civic Agencies
	School Facilities	<ul style="list-style-type: none"> Charter School Facilities Funding Community College Facilities Funding K-12 School District Facilities Funding

A DETAILED SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL LEGISLATIVE ADVOCACY ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST



GRANT FUNDING ACHIEVEMENTS

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs.

These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Sector	State Funding	Federal Funding	All Sources
Water and Sanitation	\$128.9 Million	\$12.9 Million	\$141.8 Million
Transportation	\$619.2 Million	\$188.3 Million	\$807.5 Million
Education	\$253.1 Million	\$49.9 Million	\$303.0 Million
Parks and Recreation	\$255.4 Million	\$30.1 Million	\$285.5 Million
Cultural Resources	\$139.7 Million	\$14.2 Million	\$154.0 Million
Housing and Development	\$719.2 Million	\$26.7 Million	\$745.9 Million
Public Safety	\$138.7 Million	\$79.0 Million	\$217.8 Million
TOTAL	\$2.254 Billion	\$401.4 Million	\$2.655 Billion

A DETAILED 20-PAGE SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL GRANT FUNDING ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST



RELATIONSHIPS

STATE GOVERNMENT RELATIONSHIPS

City Legislative Delegation:

- Senator Steven Bradford
- Senator Benjamin Allen
- Assembly Member Al Muratsuchi
- Assembly Member Tina McKinnor

Governor's Administration and Agency Leadership:

- Governor Gavin Newsom
 - Executive Secretary Dana Williamson
 - Senior Counselor Jason Elliott
- Lieutenant Governor Eleni Kounalakis
- State Treasurer Fiona Ma
- State Controller Malia Cohen
- Attorney General Rob Bonta
- Superintendent of Public Instruction Tony Thurmond
- Secretary Wade Crowfoot, Natural Resources Agency
- Secretary Toks Omishakin, California State Transportation Agency
- Secretary Amelia Yana Garcia Gonzalez, California Environmental Protection Agency
- Secretary Lourdes Castro Ramirez, Business, Consumer Services, and Housing Agency
- Director Armando Quintero, Department of Parks and Recreation
- Director Karla Nemeth, Department of Water Resources
- Director Joe Stephenshaw, Department of Finance
- Director Gustavo Velasquez, Department of Housing and Community Development

State Legislative Leadership:

- Senate President Pro Tempore Toni Atkins
- Senate Majority Leader Mike McGuire
- Senate Republican Leader Brian Jones
- Assembly Speaker Anthony Rendon
- Assembly Speaker-Designee Robert Rivas
- Assembly Majority Leader Eloise Gomez Reyes
- Assembly Republican Leader James Gallagher

Key Legislative Committees:

- Senate Budget Committee
- Assembly Budget Committee
- Senate Governance and Finance Committee
- Assembly Local Government Committee
- Senate Housing Committee
- Assembly Housing and Community Development Committee



FEDERAL GOVERNMENT RELATIONSHIPS:

City Legislative Delegation

- Senator Dianne Feinstein
- Senator Alex Padilla
- Representative Maxine Waters

President’s Administration and Federal Agencies:

- White House Office of Intergovernmental Affairs
 - Julie Chavez Rodriguez, Director of Intergovernmental Affairs
 - Evan Wessel, Associate Director of Intergovernmental Affairs
- Department of Agriculture
 - Homer Wilkes, Under Secretary Natural Resources and Environment
 - Carlos Suarez, California State Conservationist
- Department of Commerce
 - Mitchell Morton, Broadband Program Specialist
- Department of Education
 - Adam Honeysett, Managing Director, State and Local Engagement
- Department of Homeland Security
- Department of Energy
 - Rose Stephens-Booker, Western Regional Specialist
- Department of Housing and Urban Development
- Department of the Interior
- Department of Justice
 - Shannon Long, COPS Office
- Department of Labor
- Department of Transportation

- Landon Bailey, Special Assistant for Government Affairs
 - Charles Small, Deputy Assistant Secretary for Intergovernmental Affairs
 - Will Rasky, Advisor for Governmental Affairs
- Army Corps of Engineers
- Bureau of Reclamation
 - Jack Simes, Area Manager, Southern California Area Office
- Federal Aviation Administration
 - Faviola Garcia, Deputy Regional Administrator
 - Nathan Morrissey, FAASTeam Ops
- Economic Development Administration
- Environmental Protection Agency
 - Jamie Piziali, Municipal Ombudsman
- Fish and Wildlife Service
- National Marine Fisheries Service
- National Park Service

Key Congressional Legislative Committees:

- Senate Appropriations Committee
- Senate Commerce, Science, and Transportation Committee
- Senate Environment and Public Works Committee
- House Appropriations Committee
- House Transportation and Infrastructure Committee

A DETAILED LIST OF OUR STATE, FEDERAL, AND LOCAL RELATIONSHIPS CAN BE PROVIDED UPON REQUEST



CLIENT SERVICE TEAM

TPA uses a strategic and comprehensive approach to legislative advocacy and grant funding that will be tailored to meet the specific needs of the City. With a team of 15 registered state and federal lobbyists and grant writers, TPA has the breadth and depth of experience AND the ability to deploy as many lobbyists and grant writers as needed to maximize success for the City. The proposed team for this engagement:



Christopher Townsend, President

- 40 years of legislative and public policy experience and 25 years as the Founder and President of TPA
- Provides strategic guidance and legislative advocacy and grant funding support for every client, including cities
- Widespread bi-partisan relationships with Members and staff of the California Legislature, and with the Newsom Administration, including key officials in various agencies and departments
- Maintains close bi-partisan relationships with several members of the California Congressional delegation, including Senators Feinstein and Padilla, and Representatives Lowenthal, Porter, Levin, Correa, Lee, Swalwell, Napolitano, Garamendi, Carbajal, DeSaulnier, Sanchez, Lieu, Harder, Calvert, Garcia, Steel, and Kim
- Promotes funding for public infrastructure projects, including facilities for water and sanitation, transportation, education, public safety, housing and economic development, recreation, culture, and other community purposes



Niccolo De Luca, Vice President

- 25 years of legislative and public policy experience, including serving under three consecutive Mayors in the City of Oakland
- Secured significant grant funding and legislative directed funding for clients throughout California
- Widespread bi-partisan relationships with Members and staff of the State Legislature, and with the Governor's Office, including key officials in various agencies and departments
- Expertise in the policy sectors of public safety, cannabis, parks and recreation, natural resources, local government, cultural resources, and consumer affairs





Alex Gibbs, Grants Manager

- 11 years of legislative and public policy experience
- Four years of experience working for the California Legislature analyzing, researching, writing, and shepherding bills through the legislative process
- Secured significant grant funding for clients throughout California
- Widespread bi-partisan relationships with Members and staff of the California Legislature, and with the Governor's Office, including key officials in various agencies and departments
- Expertise in the policy sectors of parks and recreation, local governance, public safety, transportation, cap and trade, and labor relations



Ben Goldeen, Federal Advocacy Manager

- 12 years of federal government affairs and public policy experience, including:
 - Legislative Director, Congressman Jim Costa
 - Legislative Assistant, Congressman Dennis Cardoza
- Experience managing legislative activity, including bill analysis and research, particularly for federal funding opportunities
- Experience with research, proposal development, and funding advocacy for various federal grant programs on behalf of local public agencies throughout California
- Close relationships with key staff for numerous Members of Congress, as well as many federal agencies
- Expertise in several federal policy sectors including water resources, healthcare, transportation, parks and recreation, and foreign affairs



Christine Rose, Senior Associate

- Six years of legislative and public policy experience
 - Legislative Director, California Assembly District 23 Capitol Office
 - Legislative Aide, California Assembly District 77 Capitol Office
- Widespread bi-partisan relationships with Members and staff of the California Legislature, and with the Governor's Office, including key officials in various agencies and departments
- Expertise in several policy sectors including local governance, parks and recreation, transportation, housing, and economic development.





Sean McReynolds, Senior Associate

- 11 years of experience in state and federal government affairs, including:
 - Senior Policy Analyst, Orange County Health Authority
 - Legislative Assistant and Committee Liaison, Congressman Ed Royce
- Secured significant grant funding and legislative directed funding for clients throughout California
- Widespread bi-partisan relationships with Members and staff of the California Legislature, and with the Governor's Office, including key officials in various agencies and departments
- Expertise in several policy sectors including local governance, healthcare, transportation, natural resources, and economic development.



Andres Ramirez, Senior Associate

- Experience working with local public agency clients throughout California
- Secured significant legislative directed funding for clients throughout California
- Widespread bi-partisan relationships with Members and staff of the California Legislature, and with the Governor's Office, including key officials in various agencies and departments
- Expertise in several policy sectors including local governance, parks and recreation, transportation, housing, and economic development.



Sammi Maciel, Associate

- Five years of legislative and public policy experience:
 - Field Representative, Senator Kamala Harris
 - Legislative Intern, Senator Dianne Feinstein
- Widespread bi-partisan relationships with Members of Congress and their staff, and with the President's Administration, including key officials and staff in various agencies and departments
- Expertise in the policy sectors of local governance, water resources, housing, transportation, parks and recreation, and cultural resources.





Carly Shelby, Associate

- Four years of legislative and public policy experience:
 - Legislative and Policy Development Assistant, League of California Cities
 - Press Assistant, Office of Speaker Anthony Rendon
- Widespread bi-partisan relationships with Members and staff of the California Legislature, and with the Governor's Office, including key officials in various agencies and departments
- Expertise in the policy sectors of local governance, water resources, housing, municipal finance, parks and recreation, and cultural resources

LEGISLATIVE ADVOCACY SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to provide legislative advocacy services to the City:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment.
- **Develop Legislative Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop an official legislative platform and strategy that represents the City's priorities in Sacramento and Washington, DC. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration as well as Congress and the Biden Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the City's legislative agenda utilizing the following methods:
 - **Build and Strengthen Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the City's legislative agenda.
 - **Leverage Relationships for Strategic Advocacy Plan:** TPA will engage various techniques to leverage our network of key relationships on behalf of the City:
 - Schedule meetings for the City to discuss relevant legislation
 - Prepare all briefing materials and talking points for the City
 - Brief legislative offices and stakeholders on the City's legislative agenda
 - Follow-up on meetings to ensure commitments and deliverables are being met
 - **Coordinate Advocacy Trips:** TPA will work with the City to coordinate advocacy trips to Sacramento and Washington, DC to meet with the City's legislative delegation, as well as legislators that serve on committees relevant to the City's agenda. Furthermore, whenever possible, TPA will also schedule site visits by legislators to the City.
 - **Track Legislation:** TPA will identify, analyze, and monitor all bill introductions and amendments relevant to the City's legislative platform and assess their potential impact on the City.
 - **Craft Testimony and Position Letters:** TPA will prepare and submit written and verbal testimony regarding legislation relevant to the City. TPA will also draft and deliver position letters to legislators and key officials on specific bill language.
 - **Draft Bill Language:** TPA will draft language and amendments for relevant legislation, as required to protect and promote the City's agenda.
 - **State Budget Funding Opportunities:** In an effort to maximize state funding, TPA will work with the City to identify projects and other funding priorities that may be



suitable for funding through the State Budget. TPA will coordinate with the City to develop supporting materials for the budget request. TPA will also work with members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.

- **Federal Earmark Opportunities:** In an effort to maximize federal funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the City to develop supporting materials for the earmark request. TPA will also work with members of the City's federal legislative delegation to gain support for the inclusion of the City's project.
- **Provide Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.
- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City, all applicable state and federal lobbying disclosure reports.

GRANT WRITING SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to provide grant funding services to the City:

- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. *The plan will do more than simply identify City projects*; it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Community Outreach:** TPA will assist the City with community outreach required for grant applications by ensuring the City is aware of specific requirements, help develop materials that capture all elements required by the grant, and compile the data following the outreach to include in the application.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application through the following process:
 - **Establishment of Clear Accountabilities:** TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided, and the City is burdened as little as possible while TPA pursues a grant opportunity.
 - **Provide Overview of Full Application Requirements:** For each grant application, TPA will provide the City with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the City's project. This will include:
 - Application timeline
 - Eligible project types
 - Funding availability and award maximum and minimums
 - List of application components, including proposal questions and any required attachments
 - **Assemble Project Background and Details:** TPA will conduct a detailed informational interview with City staff most involved with each project in order to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.
 - **Coordinate Technical Project Details:** For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with City staff to compile all necessary attachments and ensure consistency across all elements of the application.



- **Draft Written Proposal:** TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the City could be provided during the proposal review process.
- **Incorporate Feedback to Finalize Proposal:** Well ahead the of the application deadline, TPA will provide the City with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain City approval for the final version of the application prior to submission.
- **Submit Completed Application:** TPA will ensure that applications are submitted prior to the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable carrier service such as FedEx in order to provide the City with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the City with a final copy of all submitted application documents.
- **Funding Advocacy:** Throughout grant application process TPA will leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.
- **Provide Monthly Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic monthly reports on the status of all funding activity, such current funding opportunities, current applications, submitted applications, and post-grant submittal advocacy. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.



FEE SCHEDULE

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
Legislative Advocacy and Grant Funding Services	\$7,000*
State and Federal Legislative Advocacy	
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• State Budget Funding Opportunities	Included
• Federal Earmark Opportunities	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
Grant Funding	
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes all reasonable business and travel expenses</i>	



TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998



**Summary of
Accomplishments
2023 State and Federal
Efforts**

WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON DC
NORTHERN CALIFORNIA • CENTRAL CALIFORNIA • SOUTHERN CALIFORNIA

April 25, 2023

Overview of TPA

Townsend Public Affairs, Inc. (TPA) was founded in 1998 by Christopher Townsend with a mission to support organizations that improve our communities.

TPA represents local public agencies, such as cities, counties, transportation agencies, water and sanitation districts, school districts, community college districts, park and recreation districts, and other special districts, as well as nonprofit organizations.

TPA is the only Top Ten lobbying firm in California that specializes in both legislative advocacy **AND** grant funding in Sacramento **AND** Washington, DC.

TPA has secured over **\$2.6 billion** in public sector funding for our clients.



TPA Mission for the City of Gardena

TPA was hired by the City of Gardena in March of 2022 to secure state and federal funding for its priority projects.

TPA partnered with the City to develop, advocate, and secure several major wins with our elected leaders in Sacramento and in Washington, DC totaling **\$7,000,000**.

State and Federal Earmark Requests

TPA worked in strong partnership with the City to create a focused effort that culminated with the strategic submittal of multiple earmark requests to the City's legislative delegation.

Those projects were:

**Digital Equity for All
Bridging the Digital Divide**

**(Championed by
Assembly Member
Muratsuchi)**

**Gardena Boulevard
Revitalization**

**(Championed by Senator
Bradford)**

**Rosecrans
Community Center**

**(Championed by
Congresswoman Waters)**

Results: Total Earmarks for the City

Total Earmarks Secured for the City in the FY
2022-23 State Budget and Federal
Appropriations Cycles:



\$7,000,000

Current TPA Efforts

Federal Funding Requests

The TPA team worked closely with City staff to identify priority projects that would benefit from a federal funding allocation. Based on a handful of factors, the team selected Mas Fukai Park.

The TPA submitted the funding request in the amount of \$4 million dollars to U.S. Senator Alex Padilla, U.S. Senator Dianne Feinstein, and Representative Maxine Waters. The TPA Team is driving the follow up and next steps.

Current TPA Efforts (Continued)

State Funding Requests

The TPA team worked closely with City staff to identify a menu of priority projects that would benefit from a one time, funding allocation with a focus on infrastructure.

The TPA team submitted the State Budget request letter to the City's legislative delegation. The TPA Team is driving the follow up and next steps.

Current TPA Efforts (Continued)

Grant Funding Efforts in 2023

Ongoing Weekly Legislative Updates

Ongoing Monthly Grants Updates

Looking Ahead

State Legislative Opportunities

As of March 31, the Legislature has proposed a total of 6 new statewide bonds ranging from the hundreds of millions to tens of billions of dollars.

Funding Opportunities

Looking ahead, there are many State and federal funding programs that include funding for the following priorities:

- Transportation infrastructure
- Electric vehicle charging infrastructure
- Public safety support
- Cyber security
- Hazard mitigation opportunities
- Parks, open space, and outdoor equity
- Housing and homelessness

TOWNSEND

PUBLIC AFFAIRS

EST **TPA** 1998



Christopher Townsend
President

CTownsend@TownsendPA.com



Niccolo De Luca
Vice President

NDeLuca@TownsendPA.com



Ben Goldeen
Federal Advocacy Manager
BGoldeen@TownsendPA.com



Christine Rose
Grants Coordinator
CRose@TownsendPA.com



Carly Shelby
Associate
CShelby@TownsendPA.com



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL
ITEMS - POLICE
Meeting Date: April 25, 2023

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

AGENDA TITLE: PUBLIC HEARING: INTRODUCTION OF ORDINANCE NO. 1849: An Ordinance of the City Council of the City of Gardena, California, Adopting a Military Equipment Use Policy of the City of Gardena, California Governing the Use of Military Equipment Pursuant to Assembly Bill 481

COUNCIL ACTION REQUIRED:

Staff Recommendation: Introduce Ordinance No. 1849 and Conduct a Public Hearing. Please allow three (3) minutes for each speaker.

RECOMMENDATION AND STAFF SUMMARY:

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481 (AB 481 or the Bill), codified at Government Code sections 7070 through 7075 (Attachment 1), which requires a law enforcement agency to obtain approval from the applicable governing body, via adoption of a "military equipment" use policy (the Policy) by ordinance (the Ordinance), prior to the law enforcement agency funding acquiring, or using equipment deemed military equipment as defined in Assembly Bill 481.

Items deemed to be "military equipment" by AB 481 are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance public and officer safety.

None of the equipment in Gardena Police Department's inventory has been obtained from the military, nor is it solely designated for military use. Loss of these items would jeopardize the welfare of citizens and peace officers within the Gardena Police Department (GPD).

The term "military equipment," as used in AB 481, in fact, does not necessarily indicate that the equipment has been used by or acquired through the military. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, and diversionary devices.

GPD is committed to using the most up-to-date tools and equipment to safeguard the citizens of Gardena. Many of the items deemed to be "military equipment" by AB 481 are in fact employed by GPD, and law enforcement agencies across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to

safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items at issue in this report, and accompanying Military Equipment Use Policy, also provide GPD's peace officers with vital tools that facilitate compliance with its stringent use of force policy.

Gardena Police Department's Military Equipment Use Policy (Policy 706) was approved by the Gardena City Council in 2022. Policy 706 outlines each item identified in Government Code section 7070, that is currently owned and utilized by the Police Department. The Policy also includes the current use and cost of each item. The majority of the items, and their stated uses, have been in place prior to the implementation of AB 481. The updated proposed Policy includes updated quantities for ammunition utilized at the range for training purposes, replacement of rifles that have reached their end of life, and the purchase of a robot and drones.

The proposed Ordinance (Attachment 2) is in compliance with AB 481 and is necessary to adopt in order to approve GPD's Policy 706, which constitutes GPD's updated Military Equipment Use Policy (Exhibit A to Attachment 2). As required by AB 481, the draft Policy was posted on the Police Department's website on March 24, 2023, 30 days prior to the introduction of the Ordinance.

The proposed Policy 706 safeguards the public's welfare, safety, civil rights, and civil liberties. Policy 706 ensures that there are safeguards, including transparency, oversight, and accountability measures in place. The proposed Policy 706 still requires that GPD conduct an annual audit of military equipment and present a military equipment report at a yearly community meeting. GPD held the Community Engagement Meeting regarding the 2022 Annual Report (Attachment 3) on April 17, 2023 at the Nakaoka Community Center. Members of the public are provided direction per the Policy on how to register complaints with the Police Department related to its use of "military equipment". All items which result in a use of force will be investigated, as is already required by existing GPD policy.

There are no reasonable alternatives to the equipment as these are the best standards and practices. Additionally, GPD has not discovered alternative items that can achieve the same officer and civilian safety objectives.

All use of what has been deemed "military equipment" by AB 481 must be reasonably necessary and conform to the Gardena Police Department's use of force and other policies. All the facts and circumstances surrounding the incident must be carefully weighed and considered before authorizing the use of, and/or utilizing the equipment.

The Gardena Police Department seeks City Council adoption of the attached Military Equipment Use Policy - 706 (Exhibit A to Attachment 2) to allow GPD to continue to use the vital equipment specified therein and allow neighboring police agencies to use military

equipment in this jurisdiction when providing mutual-aid during exigent circumstances.

FINANCIAL IMPACT/COST:

There is no fiscal impact associated with introducing the Ordinance.

ATTACHMENTS:

[Attachment 1 - AB 481.pdf](#)

[Attachment 2 - Ordinance 1849_w Exhibit A.pdf](#)

[Attachment 3 - AB 481 Annual Report 2022.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public’s welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) “Governing body” means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff’s department or a district attorney’s office, “governing body” means the board of supervisors of the county.

(b) “Law enforcement agency” means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff’s department.

(3) A district attorney’s office.

(4) A county probation department.

(c) “Military equipment” means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

O

ORDINANCE NO. 1849

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA
CALIFORNIA ADOPTING A MILITARY EQUIPMENT USE POLICY**

**THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY FIND AND
RESOLVE AS FOLLOWS:**

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (“AB 481”), adding Chapter 12.8, “Funding, Acquisition and Use of Military Equipment”, to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement agencies;

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used;

WHEREAS, the Gardena Police Department is in possession of certain items of equipment that qualify as “military equipment” under AB 481 and further intends to acquire other items of military equipment;

WHEREAS, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document covering the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department’s use of such equipment;

WHEREAS, the policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

WHEREAS, the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

WHEREAS, the proposed Military Equipment Use Policy (“Policy”), attached hereto as Exhibit A and incorporated herein, will safeguard the public’s health, welfare, safety, civil rights, and civil liberties;

WHEREAS, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

WHEREAS, prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military

equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance;

WHEREAS, the Police Department has submitted the proposed Policy to the City Council and has made those documents available on the Police Department's website for at least 30 days prior to the public hearing concerning the military equipment at issue;

WHEREAS, the Policy satisfies the requirements of Government Code Section 7070(d);

WHEREAS, the City Council of the City of Gardena, having received the information required under AB 481 regarding the Gardena Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the Military Equipment Policy; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA HERBY ORDAINS AS FOLLOWS:

Section 1: Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

Section 2: Approval of Military Equipment Policy.

Military Equipment Policy.

(a) The Military Equipment Policy shall govern the use of military equipment by the Gardena Police Department.

(b) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use or as otherwise ordained by the City Council.

(c) The Police Department shall submit an annual military equipment report to the City Council containing the information required by Government Code Section 7072 and the City Council shall thereafter determine whether each type of military equipment identified therein complied with the standards for approval set forth in Government Code Section 7071(d).

(d) The City Council shall on an annual basis and at a regular meeting thereof review this ordinance and vote on whether to renew it pursuant to Government Code Section 7071(e)(2).

(e) The definitions set forth in Government Code section 7070 shall apply to this ordinance. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

Section 3: 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.

Section 4: Inconsistencies. Any provision of the Gardena Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5: Uncodified Ordinance. This Ordinance shall not be codified in the Gardena Municipal Code unless and until the City Council so ordains.

Section 6: Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state, or federal law, regulation, or codes dealing with life safety factors.

Section 7: Effective Date. This Ordinance shall become effective thirty (30) days following from its adoption.

Section 8: Execution. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

Passed and adopted this 9th day of May, 2023 by the following vote:

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez

CARMEN VASQUEZ, City Attorney

Military Equipment

706.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

State

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Gardena Police Department

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Military Equipment

706.2 POLICY

State

It is the policy of the Gardena Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Gardena Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

State

The following constitutes a list of qualifying equipment for the Department:

ARMORED VEHICLES

Type: *Lenco BearCat G2 (FORD F-550 CHASSIS; VIN: 1FDAF5HT5DEB79977)*

Quantity: 1

Cost: \$259,932.03 (estimated)

Lifespan: 20+ years based on maintenance and care (estimated)

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Military Equipment

Capabilities: The Lenco BearCat G2 can support first responders in any hazardous, high-risk, or critical incidents which would benefit from having a vehicle that provides a high level of ballistic protection.

Manufacturer's Description: The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G2 part of their standard operating procedure. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers with a long list of tactical features only found on the Lenco BearCat line of armored SWAT vehicles for Police and Government.

Purpose: The purpose of the BearCat is to provide protection for the members of the Gardena Police Department and community members in high risk or critical incidents, such as serving high risk search warrants, arrest warrants of dangerous subjects, the safe transportation of law enforcement officers and for the rescue of injured residents and personnel.

Authorized Use: The use of armored vehicles shall be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Fiscal Impact: \$0 – 10,000 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Type: *Major Incident Response Vehicle (MIRV) (FORD E-350 CHASSIS WITH MARATHON INDUSTRIES UTILITY BED "BOX STYLE"; VIN: 1FDWE35L87DA27297)*

Quantity: 1

Cost: \$60,000.00 (estimated)

Lifespan: 15+ years based on maintenance and care (estimated)

Capabilities: The MIRV is a custom-built vehicle used by SWAT personnel to transport the tools used by the SWAT Team. The MIRV can also serve as a mobile command post for SWAT operations. The MIRV seats two department personnel.

Manufacturer's Description: N/A

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Military Equipment

Purpose: To be used in response to critical incidents where SWAT personnel are deployed. The equipment transported by the MIRV is used to enhance officer and community safety and assist in resolving critical incidents.

Authorized Uses: The use of the MIRV shall only be authorized by a SWAT commander based on the specific circumstances of a given critical incident. The MIRV shall be used only by officers trained in its deployment and operation in a manner consistent with Department policy and training.

Fiscal Impact: \$0 – 10,000.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Every SWAT operator is authorized to operate the MIRV.

Type: *Mobile Command Center Recreational Vehicle (RV) (2014 THOR OUTLAW 37LS)*

Quantity: 1

Cost: \$102,865.00 (estimated)

Lifespan: 15+ years based on maintenance and care (estimated)

Capabilities: The Mobile Command Center RV is a community meeting center as well as a command vehicle for emergency incidents.

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Military Equipment

Manufacturer's Description:

Engine Brand Name	Triton®
Engine Type	V10
Cylinders	10
Horsepower (bhp/kW)	362 / 270.1
Horsepower RPM	4750
Torque (Ft Lbs/Nm)	457 / 619.6
Torque RPM	3250
Fuel Requirements	Regular
Fuel Type	Gas
Chassis Model	F-Series Super Duty
Chassis Brand	Ford
Displacement (l)	6.8
Carburetion Type	Fuel Injected
Length (ft/m)	38.33 / 11.7
Width (in/mm)	101 / 2565.4
Height (in/mm)	155 / 3937
Wheelbase (in/mm)	242 / 6146.8
Towing Capacity (lbs/kgs)	5000 / 2268
GVWR (lbs/kgs)	24000 / 10886.4
Fuel Capacity (gal/l)	80 / 302

Purpose: To be used in response to critical incidents where personnel are deployed. It can also be used as a community meeting center.

Authorized Uses: The use of the RV can be used as a community meeting center or for critical incidents. If for a critical incident, it shall only be authorized by an Incident Commander based on the specific circumstances of a given critical incident. The RV shall be used only by officers trained in its deployment and in a manner consistent with Department policy and training.

Fiscal Impact: \$0 – 10,000.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: The RV shall be used only by officers trained in its deployment and in a manner consistent with Department policy and training.

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PROJECTILES

Type: 40mm Sponge Rounds (Part #6325)

Quantity: Not to Exceed 1000

Cost: \$17.00 each (estimated)

Lifespan: 5 years from date of manufacture

Capability: The 40mm eXact iMPact™ Sponge Round will prove most successful for incapacitation when used within its optimal energy range of approximately 5 – 40 meters, although it may be used in situations from 1.5 – 50 meters. The optimal zone offers the necessary energy and accuracy to target the large muscle groups of the buttocks, thigh, and even the knees of the subject. These areas provide sufficient pain stimulus, while greatly reducing serious or life-threatening injuries.

Manufacturer's Description: This lightweight, high-speed projectile incorporates a plastic body and a foam (sponge) nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant and has velocities that are extremely consistent. The 40mm eXact iMPact™ Sponge Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where maximum deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject. In many municipalities, these are being selected for both tactical call outs and as an available option for patrol.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 17,000.00 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: Sworn personnel utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less lethal and chemical agent instructors.

Type: 40mm Oleoresin Capsicum (OC) (Part #-6320)

Quantity: Not to Exceed 100

Cost: \$18.25 each (estimated)

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Lifespan: 5 years from date of manufacture

Capability: The 40mm Direct Impact munition is a less lethal 40mm lightweight plastic and crushable foam projectile fired from a single 40mm launcher. It delivers OC irritant upon impact.

Manufacturer's Description: The 40mm Direct Impact® munition is a point-of-aim, point-of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with OC powder, the Direct Impact combines blunt trauma with the effects of an irritant powder, maximizing the potential for incapacitation.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 1,825.00 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: Only SWAT operators or members of the Mobile Field Force Team who have completed the required POST training shall be permitted to deploy the 40mm OC. Use is established by the SWAT Commander and/or Incident Commander.

Type: *40mm Oleoresin Capsicum (OC) Ferret (Part # 2290)*

Quantity: Not to Exceed 100

Cost: \$20.06 each (estimated)

Lifespan: 5 years from date of manufacture

Capability: It is capable of penetrating barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impact the nose of the projectile ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

Manufacturer's Description: The Ferret® 40 mm Barricade Penetrating Round is filled with an OC powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impact the nose of the projectile ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

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Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 2,006.00 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: SWAT operators utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less-lethal and chemical agent instructors.

Type: 40mm CS Ferret (Part # 2292)

Quantity: Not to Exceed 100

Cost: \$19.44 each (estimated)

Lifespan: 5 years from date of manufacture

Capability: The 40mm CS Ferret is a less lethal 40mm round used to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure of vehicle.

Manufacturer's Description: The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impact the nose of the projectile ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 1,944.00 (estimated)

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Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: SWAT operators utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less-lethal and chemical agent instructors.

Type: *Projectile Pepper Ball Munition (Inert)*

Quantity: Not to Exceed 10,000

Cost: \$853.00 (375 rounds) (estimated)

Lifespan: 3 years from date of manufacture

Capabilities: This projectile can travel at a velocity of 280-300 fps and is best suited for training, qualifications, and direct impact when chemical exposure is not desired.

Manufacturer's Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only those officers who have been trained in the use of Pepper Ball launchers are authorized to use the Pepper Ball launchers and munitions. All other Gardena Police Department policies remain in effect, including, but not limited to, Gardena Police Department Policy 300 – Use of Force.

Fiscal Impact: \$0 – 22,178.00 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: SWAT operators and members of the Mobile Field Force Team utilizing Pepper Ball launchers and munitions are trained in their use by a POST-certified, less-lethal and chemical agent instructor.

Type: *Live-X Projectile Pepper Ball Munition (Live-X)*

Quantity: Not to Exceed 2250

Cost: \$1,060.00 each (375 rounds) (estimated)

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Lifespan: 3 years from date of manufacture

Capabilities: This projectile can travel at 280-300 fps with a payload of 2.5 grams. It is the equivalent of 10 regular Pepper Ball Live™ rounds.

Manufacturer's Description: Our most potent and powerful concentration of PAVA pepper powder. One round of LIVE-XTM contains the equivalent PAVA irritant chemical agent in 10 regular Pepper Ball® LIVETM rounds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only those officers who have been trained in the use of Pepper Ball launchers are authorized to use the Pepper Ball launchers and munitions. All other Gardena Police Department policies remain in effect, including, but not limited to, Gardena Police Department Policy 300 – Use of Force.

Fiscal Impact: \$0 – 6,360.00 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: SWAT operators and members of the Mobile Field Force Team utilizing Pepper Ball launchers and munitions are trained in their use by a POST-certified, less-lethal and chemical agent instructor.

PROJECTILE LAUNCHERS

Type: *Defense Technology 40mm Launcher (Part #1425)*

Quantity: Not to Exceed 40

Cost: \$1,193.23 each (estimated)

Lifespan: 25 years (estimated)

Capabilities: 40mm launchers are capable of firing a variety of munitions with a maximum effective range of 120 feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton Oleoresin Capsicum (OC) chemical round agent rounds.

Manufacturer's Description: Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling

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attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 - \$47,729.20 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: Sworn personnel utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less lethal and chemical agent instructors.

Type: *Defense Technology 40mm 4 or 6-Shot Launcher (Part # 1440)*

Quantity: Not to Exceed 2

Cost: \$2,783.88 each (estimated)

Lifespan: 15 years (estimated)

Capabilities: 40mm launchers are capable of firing a variety of munitions with a maximum effective range of 120 feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton Oleoresin Capsicum (OC) chemical round agent rounds.

Manufacturer's Description: Designed for riot and tactical situations, the Defense Technology® 1440 40mm Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher. It features the Rogers Super Stoc™ expandable gun stock, an adjustable Picatinny mounted front grip, and a unique direct-drive system to advance the magazine cylinder.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

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Fiscal Impact: \$0 – 5,567.76 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: SWAT operators and members of the Mobile Field Force Team utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less lethal and chemical agent instructors.

Type: *Pepper Ball Launchers (Full Tactical Carbine (FTC))*

Quantity: Not to Exceed 8 launchers

Cost: \$999.95 each (estimated)

Lifespan: 20 years (estimated)

Capabilities: A non-lethal munitions system that employs paint ball launchers to fire “pepper balls” that contain powdered OC in place of the paint. The pepper ball delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals or crowds. Pepper ball munitions also include glass breaking rounds and marking rounds.

Manufacturer’s Description: Pepper Ball launchers are designed for minimum time between launches and quick reload speed, so whether in a crowd control scenario, tactical or even Mobile Field Force situation, the Pepper Ball system offers flexibility, safety and security, all within one platform. Launchers range from a compact lightweight hand-held style that fits on a standard duty belt to a longer barreled shoulder-mounted launcher with greater range and projectile capacity. Each launcher is air powered, with either carbon dioxide (CO₂), nitrogen, or compressed air powering the launch of projectiles. Pepper Ball launchers are not classified as firearms.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapons systems may include, but are not limited to self-destructive, dangerous and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only those SWAT operators or members of the Mobile Field Force Team who have been trained in the use of Pepper Ball launchers are authorized to use the Pepper Ball launchers.

Fiscal Impact: \$0 - 7,999.60 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

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Training: Only assigned operators or members of the Mobile Field Force Team who have completed the required training from POST-certified instructors shall be permitted to deploy the Pepper Ball Launchers and Pepper Ball Munitions. Use is established by the SWAT Commander and/or Incident Commander.

AMMUNITION

Type: *Duty: Winchester Ranger, .223 Remington 55 grain pointed soft point*
Range: Winchester 5.56mm, 55 grain Full Metal Jacket

Quantity: Duty Not to Exceed: 10,000 rounds
Range Not to Exceed: 60,000 rounds

Cost: Duty: \$0.57 per round, \$572.00 for 1000 rounds (estimated)
Range: \$0.37 per round, \$378.00 per 1000 rounds (estimated)

Lifespan: 5 years from date of purchase

Capabilities: The projectile is capable of penetrating soft body armor being worn by armed subjects.

Manufacturer's Description: The .223/5.56 cartridge is used as a lethal option designed to stop a violent encounter.

Purpose: To be utilized with the AR 15/M4 Carbine/HK 416 in accordance with Department policy.

Authorized Uses: To be utilized with the AR 15/M4 Carbine/HK 416 in accordance with Department policy.

Fiscal Impact: Duty: \$0 – 5,720.00 (estimated)
Range: \$0 – 22,680.00 (estimated)

Policy and Procedure: Lexipol Policy 306 Firearms Policy

Training: All sworn personnel are trained by POST-certified firearms instructors for the use M4 and AR 15s. SWAT operators receive additional training from POST-certified firearms instructors in the operation of the HK 416.

Type: *Defense Technology 12-Gauge Drag Stabilized Round (Part # 3027)*

Quantity: Not to Exceed 250

Cost: \$5.82 each (estimated)

Lifespan: 5 years from manufacture date

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Capabilities: This round has a velocity of 270 fps with a maximum effective range of 75 feet.

Manufacturer's Description: The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for specialty impact munitions.

Purpose: To limit the escalation of conflict where the employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon, the Remington 870, system may include, but are not limited to: self-destructive, dangerous, and/or combative individuals; civil unrest incidents; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 1,455.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only sworn personnel who have completed the required POST training shall be permitted to deploy the Defense Technology 12-Gauge Drag Stabilized Round.

Type: *.308 Caliber Rifle Ammunition (Winchester S308M)*

Quantity: Not to Exceed 2,000

Cost: \$1.29 each (case of 200 rounds \$259.00) (estimated)

Lifespan: 5 years from manufacture date

Capabilities: This ammunition enables SWAT long rifle operators the ability to engage hostile suspects at a distance with precision rifle fire.

Manufacturer's Description: Designed for use in rifles equipped with fast twist (1:7" to 1:9") barrels; Match-style Bullet - Proven performance and extreme accuracy on the range; Proven Hollow Point Boattail Design - Sleek profile, large boattail and small hollow point maximizes long-range accuracy.

Purpose: To be used with the Remington 700 or Remington R10.

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Authorized Uses: The .308 Caliber Rifle Ammunition is authorized when used by the Remington 700 or Remington R10.

Fiscal Impact: \$0 – 2,590.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned SWAT long rifle operators who have completed the required training shall be permitted to operate the rifle with this ammunition. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Duty: Winchester Ranger, 9mm Luger 115 grain Hollow Point*

Range: Winchester Target, 9mm Luger 115 grain Full Metal Jacket

Quantity: Duty: Not to Exceed 30,000
Range: Not to Exceed 60,000

Cost: Duty: \$0.32 per round, \$324.000 per 1,000 rounds (estimated)
Range: \$0.22 per round, \$223.00 per 1,000 rounds (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: This ammunition enables SWAT operators the ability to stop an armed subject at various distances.

Manufacturer's Description:

Duty: Threat stopping performance. It's what makes Ranger T-Series the trusted duty load law enforcement agencies across America. The bullet's patented, segment engineered design enhances expansion, penetration and weight retention through a variety of intervening barriers.

Range: Backed by generations of legendary excellence, Winchester "USA White Box" stands for consistent performance and outstanding value, offering high-quality ammunition to suit a wide range of shooter's needs.

Purpose: To be used with the MP-5.

Authorized Uses: The Winchester Ranger and Winchester Target Ammunition are authorized when used with the MP-5.

Fiscal Impact: Duty: \$0 – 9,720.00 (estimated)
Range: \$0 – 13,380.00 (estimated)

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Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned SWAT operators who have completed the required training shall be permitted to operate the MP-5. Use is established by the SWAT Commander and/or Incident Commander.

FIREARMS:

Type: *AR 15/M4 Carbine/HK416*

Quantity: Not to Exceed 100

Cost: \$865.26 (estimated)

Lifespan: No expiration

Capabilities: The AR 15/Carbine Rifle/HK 416 is a firearm capable of accurately stopping an armed subject at various distances.

Manufacturer's Description: A lightweight, air-cooled, gas-operated, magazine-fed shoulder-fired weapon designed for semi-automatic fire (or select fire for HK416).

Purpose: To be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Uses: Only members that are POST certified are authorized to use a rifle. Members may deploy the patrol rifle in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

HK 416's are only authorized for SWAT use in tactical situations.

Fiscal Impact: \$0 – 1,000.00 each (estimated for maintenance)

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Policy and Procedure: Lexipol Policy 306.33 Patrol Rifles

Training: All sworn personnel are trained by POST-certified firearms instructors for the use of M4s and AR 15s. SWAT operators receive additional training from POST-certified firearms instructors in the operation of the HK 416.

Type: *Remington 870 Magnum 12 Gauge Shot Lock (Repurposed Remington 870 Magnum modified with a breaching barrel)*

Quantity: Not to Exceed 3

Cost: \$196.00

Lifespan: 25 years (estimated)

Capabilities: This tool allows for officers to safely utilize shotgun breaching rounds to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gasses to prevent overpressure. This device can also defeat windows and sliding glass doors with a flash bang round.

Manufacturer's Description: The Remington 870 family of shotguns was first introduced by Remington in the 1950s and since, has become one of the most popular USA-made pump action shotguns ever. Sales of the 870 reached over 7 million guns by 1996 and have continued to grow. This particular model is configured with a pistol grip and door-breaching accessory threaded into the barrel making it ideal for forceful entry situations.

Purpose: During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached as quickly and as safely as possible. A quick and effective breach may be required to provide an added degree of safety and tactical advantage in order to accomplish a mission.

Authorized Uses: A shot gun breach should only be utilized after taking into consideration the overall mission, officer and citizen safety, the overall construction of the structure, the presence of unstable chemicals, explosives or incendiary materials, and whether other means of mechanical breaching would be effective and safe to use. The option to use a shot gun breach shall be at the discretion of the SWAT Team Leader or the Incident Commander.

Fiscal Impact: \$0 – 150.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned operators who have completed the required POST training shall be permitted to deploy the Remington 870 Magnum 12 Gauge Shot Lock.

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Type: *Remington 870 – Less-Lethal Shotgun (Repurposed Remington Shotguns from Patrol)*

Quantity: Not to Exceed 4

Cost: \$946.00 (estimated)

Lifespan: 25 years (estimated)

Capabilities: This less lethal shotgun is specifically designated for use with kinetic energy projectiles and is specially marked in a manner that makes them readily identifiable as such. It can deploy at a distance up to 75 feet. They are 12-gauge with a 6+1 magazine capacity.

Manufacturer's Description: As one of the most popular shotguns of all time, the Model 870 is offered in dozens of configurations to suit hundreds of applications. It is the heart of the Model 870's landmark dependability and durability.

Purpose: To limit the escalation of conflict where the employment of lethal force is prohibited or undesirable.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 200.00 (estimated for maintenance)

Policy and Procedure: Lexipol Policy 306

Training: Only sworn personnel who have completed the required POST training shall be permitted to deploy the Remington 870.

Type: *MP-5 Select Fire Firearm*

Quantity: Not to Exceed 20

Cost: \$3,128.29 each (estimated)

Lifespan: No expiration

Capabilities: A compact, modular, lightweight, select fire firearm chambered in 9mm. The MP-5 is one of the most widely used firearm by SWAT teams in North America. The firearm provides the ability to deliver precision gun fire with a shoulder fired weapons system that is accurate, reliable, and safe. Its compact design allows for ease of maneuverability when operating in the open or within interior environments.

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Manufacturer's Description: Probably the most popular series of select fire guns in the world, it functions according to the proven roller-delayed blowback principle. Tremendously reliable, with maximum safety for the user, easy to handle, modular, extremely accurate and extraordinarily easy to control when firing – features that are particularly appreciated by security forces and military users worldwide.

Purpose: To be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Uses: A sworn police officer who is member of the SWAT team may utilize an MP-5. Members may deploy the MP-5 in any circumstance where the member can articulate a reasonable expectation that the MP-5 may be needed. Examples of some general guidelines for deploying the MP-5 may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

Fiscal Impact: \$0 – 500.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned SWAT operators who have completed the required training shall be permitted to operate the MP-5. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Daniel Defense V7S Short Barrel Rifle (SBR)*

Quantity: Not to Exceed 20

Cost: \$1,495.00.00 each (estimated)

Lifespan: No expiration

Capabilities: The Daniel Defense V7S SBR is a rifle capable of accurately stopping an armed subject at various distances.

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Manufacturer's Description: Daniel Defense has become one of the most reputable household brands touted for its dependability and reliability. The rifle delivers optimal reliability and accuracy with a newly equipped free-floating barrel, Daniel Defense buttstock and pistol grip. The rifle offers plenty of space for all operators' needs and comes with the ability to further customize the SBR with a wide variety of muzzle devices and suppressors.

Purpose: To be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible. This specific model better equips SWAT team operators with a more advanced primary rifle platform.

Authorized Uses: A sworn police officer who is member of the SWAT team may utilize a Short Barrel Rifle. Members may deploy the Short Barrel Rifle in any circumstance where the member can articulate a reasonable expectation that the Short Barrel Rifle may be needed. Examples of some general guidelines for deploying the Short Barrel Rifle may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

Fiscal Impact: \$0 – 500.00 each (estimated for maintenance after initial acquisition of \$26,000)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned SWAT operators who have completed the required training shall be permitted to operate the Short Barrel Rifle. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Remington 700 Precision .308 Bolt Action Rifle*

Quantity: Not to Exceed 4

Cost: \$2,000 (estimated)

Lifespan: No expiration

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Capabilities: The bolt action sniper rifle provides SWAT long rifleman the ability to engage a suspect at up to 600 yards with precision accuracy.

Manufacturer's Description: It's the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history. Top choice of elite military snipers, the Model 700 is unequalled in tactical precision. Whether defending freedom or pursuing big game, its out-of-the-box accuracy is unmatched.

Purpose: To be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Uses: SWAT operators who have been trained as a long rifleman/observer may use the Remington 700 during SWAT team operations. Examples of some general guidelines for deploying the Remington 700 may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

Fiscal Impact: \$0 – 5,200.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes pursuant to State and Federal law.

Training: Only assigned SWAT long rifle operators who have completed the required training shall be permitted to operate the rifle. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Remington R10 .308 Caliber Select Fire Rifle*

Quantity: Not to Exceed 4

Cost: \$2,836.00 each (estimated)

Lifespan: No expiration

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Capabilities: This is a semi-automatic precision rifle with precision optics and provides SWAT long rifleman the ability to engage a suspect at up to 800 meters with precision accuracy.

Manufacturer's Description: The R10's hammer-forged, sniper-grade barrel features 5R rifling for added precision and an effective range out to 800 m. All R10s have fully ambidextrous controls and free floated modular Remington Arms Handguards.

Purpose: The rifle provides SWAT long rifle operators and team spotters the ability to rapidly deploy and provide overwatch for team movements.

Authorized Uses: SWAT operators who have been trained as a long rifleman/observer may use the Remington R10 during SWAT team operations. Examples of some general guidelines for deploying the Remington R10 may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

Fiscal Impact: \$0 – 2,000.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned SWAT long rifle operators who have completed the required training shall be permitted to operate the rifle. Use is established by the SWAT Commander and/or Incident Commander.

HAND THROWN GAS

Type: *Flameless Oleoresin Capsicum (OC) Expulsion (Part # 2040)*

Quantity: Not to Exceed 30

Cost: \$36.00 each (estimated)

Lifespan: 5 years from date of manufacture

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Capabilities: This canister's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area consisting of approximately 1,500 square feet. The Flameless Expulsion Canister has a 1.5 second delay, followed by sub-munitions that mechanically activate a CO2 cartridge. The released CO2 pressure expels the powder through one or two (or both) ports on the side of the canister within seconds.

Manufacturer's Description: The Flameless Expulsion canister is designed for indoor use. This canister's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area consisting of approximately 1,500 square feet. The Flameless Expulsion Canister has a 1.5 second delay, followed by sub-munitions that mechanically activate a CO2 cartridge. The released CO2 pressure expels the powder through one or two (or both) ports on the side of the canister within seconds. The Flameless Expulsion canister is extremely safe for indoor use. The extremely light powder from the agent will remain airborne for extended periods depending on the draft conditions. The Expulsion canister cannot be launched.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 1,080.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Multi-Use CS Smoke (Part #1082)*

Quantity: Not to Exceed 50

Cost: \$26.33 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: A high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds.

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Manufacturer's Description: Designed specifically for outdoor use in crowd control situations, the canister is a high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds. It has slightly less chemical content than the Spede-Heat™ version, but differs mainly in size. The longer burn time may allow for throwback by individuals wearing burn protection such as a welder's mitt. The canisters may be protected from advancing individuals with the use of less lethal impact munitions. The device should be deployed utilizing wind advantage.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 1,316.50 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Stinger CS Rubber Balls (Part # 1088)*

Quantity: Not to Exceed 100

Cost: \$45.00 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: The Stinger® CS Rubber Ball is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and CS. It has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius.

Manufacturer's Description: The Stinger® canister is a combination Less Lethal Impact Munitions and Distraction Device® that may incorporate optional CS or OC laden powder, if desired. The Stinger® canister is a maximum effect device as it delivers up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and optional chemical agent or Oleoresin Capsicum (OC). The Stinger® canister has an initial 1.5 second delay that initiates fuze assembly separation, followed by another 0.5 second delay before the function of the device. The blast is sufficient to project the rubber balls

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and optional chemical agent in a 50-foot radius.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 4,500.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Triple Chaser Smoke (Part #1027)*

Quantity: Not to Exceed 25

Cost: \$35.50 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This apparatus can be hand thrown or launched from a fired delivery system and is an effective way to quickly deploy a wide blanket of agent.

Manufacturer's Description: The Triple-Chaser® is a fast burning, medium volume canister. It is a pyrotechnic canister consisting of three (3) separate canisters pressed together with separating charges between each section. When deployed, this apparatus will separate into three (3) distinct sub-munitions spaced approximately 20 feet apart – allowing increased area coverage in a short period of time, from one deployment. Terrain and surface conditions can affect the distance of the separating sub-munitions.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

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Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 887.50 (estimated)

Policy and Procedure: It is the policy of the Gardena Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Triple Chaser CS (Part #1027)*

Quantity: Not to Exceed 25

Cost: \$47.00 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This apparatus can be hand thrown or launched from a fired delivery system and is an effective way to quickly deploy a wide blanket of agent.

Manufacturer's Description: The Triple-Chaser® is a fast burning, medium volume canister. It is a pyrotechnic canister consisting of three (3) separate canisters pressed together with separating charges between each section. When deployed, this apparatus will separate into three (3) distinct sub-munitions spaced approximately 20 feet apart – allowing increased area coverage in a short period of time, from one deployment. Terrain and surface conditions can affect the distance of the separating sub-munitions.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 1,175.00 (estimated)

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Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Pocket Tactical CS (Part #1016)*

Quantity: Not to Exceed 100

Cost: \$25.19 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: The Pocket Tactical is a small lightweight easily carried device that provides a medium volume of chemical agent or smoke for certain situations.

Manufacturer's Description: The Pocket Tactical is a quick burning, reduced volume, continuous discharge canister available in Oleoresin Capsicum (OC), CN, CS, and Saf-Smoke. Pelletized chemical agent or smoke is discharged through one (1) gas port located on the bottom of the canister. The Pocket Tactical is a small, lightweight, easily carried device that provides a medium volume of chemical agent or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket canister is not specifically intended as a crowd management device; however, it can be used in chemical configurations in conjunction with larger smoke canisters to "piggy back" chemical agents into a predominately smoke environment. This device should be deployed utilizing wind advantage. It should NOT be deployed onto rooftops, in crawl spaces, or indoors due to its fire-producing capability. Hand throw or launch.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 2,519.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

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Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Flameless Tri-Chamber CS (Part #1032)*

Quantity: Not to Exceed 20

Cost: \$36.63 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: The design of the Tri-Chamber Flameless CS canister allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. It is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. It can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects.

Manufacturer's Description: The Tri-Chamber Flameless canister is designed for indoor use. This canister's pyrotechnic contents are burned within an internal can that is one of three in this design. The internal combustion allows the chemical-laden smoke to be released through three (3) ports on the outer canister side while safely containing any of the fire-producing properties within the two internal canisters. The fuze is shrouded to further protect surrounding materials from the possibility of fire. The Tri-Chamber Flameless canister can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 732.60 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

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Type: *Flameless Tri-Chamber Smoke (Part #1033)*

Quantity: Not to Exceed 20

Cost: \$29.50 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: The Tri-Chamber Flameless canister can be used in crowd control as well as tactical deployment situations. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects.

Manufacturer's Description: The Tri-Chamber Flameless canister is designed for indoor use. This canister's pyrotechnic contents are burned within an internal can that is one of three in this design. The internal combustion allows the chemical-laden smoke to be released through three (3) ports on the outer canister side while safely containing any of the fire-producing properties within the two internal canisters. The fuze is shrouded to further protect surrounding materials from the possibility of fire.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 590.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *MK 46 Vertical 1st Defense (Part # 56746V)*

Quantity: Not to Exceed 10

Cost: \$335.00 each (estimated)

Lifespan: 5 years from date of manufacture

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Capabilities: This will deliver 26 short bursts of Oleoresin Capsicum (OC) at an effective range of 25-30 ft.

Manufacturer's Description: The MK-46 features a trigger handle, is intended for use in crowd management and will deliver 26 short bursts of Oleoresin Capsicum (OC) at an effective range of 25-30 ft. This .7% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff. Non-flammable / Electronic Discharge Weapon (EDW) safe.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 3,350.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

DIVERSIONARY DEVICES

Type: *Low Roll Distraction Device (Part #8922 – HH)*

Quantity: Not to Exceed 50

Cost: \$46.00 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: Diversionary Devices are capable of releasing large amounts of stored energy in the form of heat, light, pressure, and noise. They are intended to temporarily distract, confuse, and disorient subjects. They can also be used as “attention-getting” devices.

Manufacturer's Description: The 11-Gram Low Roll II® Non-Reloadable Distraction Device®, High Humidity utilizes an M201A1 type fuze with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed.

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Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations. It produces atmospheric overpressure and brilliant white light, and as a result, can cause short-term (6-8 seconds) physiological/psychological, sensory deprivation to give officers a tactical advantage.

Authorized Uses: Diversionary Devices shall only be used by SWAT operators who have been trained in their proper use; in hostage and barricaded suspect situations; in high-risk warrant (search/arrest) services where there may be extreme hazards to officers; during other high-risk situations where their use would enhance officer safety; and during training exercises.

Fiscal Impact: \$0 – 2,300.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: Prior to use, SWAT operators must attend diversionary device training that is conducted by POST-certified instructors.

MISCELLANEOUS EQUIPMENT

Type: *Battering Ram*

Quantity: 2

Cost: \$330.00 each (estimated)

Lifespan: No expiration

Capabilities: Can breach lightweight exterior and most interior doors.

Manufacturer's Description: The ram is a great way to breach most residential doors within one to two seconds, and forces open doors with as many as seven different bolts, locking systems, and chains. It has a wright forward design to maximize the impact from hips and shoulders. The reach through handle makes for easy one arm carry and keeps the breachers weapon hand free.

Purpose: Used when door-breaching speed is required for lightweight exterior and most interior doors.

Authorized Uses: Situations for use of the battering ram may include, but not limited to, breaching doors, windows, walls, and barricades to gain access to buildings and property.

Fiscal Impact: \$0.00

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Policy and Procedure: Lexipol Policy 404.5 Ram/Entry Tools

Training: Only assigned SWAT operators who have completed the required training shall be permitted to use battering ram. Use is established by the SWAT Commander and/or Incident Commander.

Type: *DJI Mini Drone Package (Model# DJIM3PRORCM)*

Quantity: 3

Cost: \$1,173.00 each (estimated)

Lifespan: Life of drone

Capabilities: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance/surveillance during SWAT or tactical operations, hostage situations, natural disasters, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations. It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Manufacturer's Description: The DJI Mini 3 Drone sports a completely new look that is optimized to get more out of every flight. With larger propellers, an aerodynamic body tilt, and a powerful obstacle sensing system, the streamlined design allows for increased flight time and safety.

Purpose: The DJI Mini 3 Drone with FLIR is designed as a lighter, compact, and smaller drone capable of entering small spaces / openings to help accomplish the mission. The drone will be used during many events and provides an overwatch for officers and civilians. Utilizing a drone in these situations also provides greater safety to officers, suspects, and to the public.

Authorized Uses: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance / surveillance during SWAT or tactical operations, hostage situations, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations.

Fiscal Impact: \$0 – 159.00 each with insurance plan after initial acquisition

Policy and Procedure: Lexipol Policy 606 Drones

Training: Only SWAT operators or patrol officers who have completed the required operator training shall be permitted to use the drones. Use is established by the SWAT Commander and/or Incident Commander.

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Type: DJI Mavic 3 Cine Drone Package (Model# DJIMAVIC3CCH)

Quantity: 3

Cost: \$5,093.00 each (estimated)

Lifespan: Life of drone

Capabilities: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance/surveillance during SWAT or tactical operations, hostage situations, natural disasters, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations. It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Manufacturer's Description: Extended Flight Time: Execute every step, from flight route planning to composition and even record a timelapse video, all during a single flight. Compared with the previous generation, Mavic 3's wind resistance has improved by 35%. It also uses motors and propellers with higher energy efficiency along with a high-capacity battery that extends the flight time to 46 minutes.; Fly Farther, See More: O3+ not only gives Mavic 3 a 15km max transmission range, it also ensures higher transmission stability and less video lag, offering you greater peace of mind during flight; FHD High-Framerate Transmission with Visible Smoothness: Thanks to the updated O3+ transmission system, Mavic 3 is DJI's first-ever drone able to transmit a 1080p/60fps live feed. This means the camera view is displayed at specifications close to what the camera actually records. It also makes Mavic 3 more responsive to your control; Extreme-Precision Positioning: The high-precision positioning of Mavic 3 not only ensures clearer long-exposure shots, it also helps record smoother time-lapse videos. In short, it makes Mavic 3 more stable every time it hovers.

Purpose: The utilization of drones in law enforcement has become an essential key in many high-risk situations and public gatherings. The drone will be used during many events and provide overwatch for officers and civilians. Utilizing a drone in these situations also provides greater safety to officers, suspects, and to the public. The drone will safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Authorized Uses: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance / surveillance during SWAT or tactical operations, hostage situations, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations.

Fiscal Impact: \$0 – 159 each with insurance plan after initial acquisition

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Policy and Procedure: Lexipol Policy 606 Drones

Training: Only SWAT operators or patrol officers who have completed the required operator training shall be permitted to use the drones. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Aardvark Loki MK2 Drone and Drone Package (Model#: MK2)*

Quantity: 2

Cost: \$23,575.37 each (estimated)

- If purchased by itself
 - \$9,500.00
- If purchased in package set that includes one additional Loki MK2 Drone, batteries, charger, hub, propellers, pouch for drone / batteries, and one Sigyn robot.
 - \$23,575.37
- Purchasing two drones and one robot separately would cost approximately \$35,590.45. If you buy the package set, it will save approximately \$12,015.08.

Lifespan: Life of drone

Capabilities: This model is built for close quarter indoor tactical scouting missions. Loki MK2 features highly sensitive Day-Night + IR sensor camera giving it the ability to fly and see in complete darkness.

Manufacturer's Description: Designed and built-in conjunction with several of the world's top counter terrorism teams, LOKI Mk2 solves all problems associated with the tactical use of commercial UAS. Built for close-quarter, under-roof, tactical scouting missions.

Purpose: The utilization of drones in law enforcement has become an essential key in many high-risk situations and public gatherings. The drone will be used during many events and provide overwatch for officers and civilians. Utilizing a drone in these situations also provides greater safety to officers, suspects, and to the public. The drone will safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Authorized Uses: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance / surveillance during SWAT or tactical operations, hostage situations, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations.

Fiscal Impact: \$0 – 159 each with insurance plan after initial acquisition

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Policy and Procedure: Lexipol Policy 606 Drones

Training: Only SWAT operators or patrol officers who have completed the required operator training shall be permitted to use the drones. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Aardvark Sigyn Robot (Model# MK1)*

Quantity: 1

Cost: \$14,980.00 each (estimated)

- If purchased by itself without the Aardvark Loki MK2 Drone and extension set - \$14,980.00
- If purchased in conjunction with the Aardvark Loki MK2 Drone package - \$8,767.00

Lifespan: Life of robot

Capabilities: It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Manufacturer's Description: Built in conjunction with the world's top counterterrorism teams, SIGYN is a 4-wheeled micro robot with the ability to operate almost silently, in complete darkness, and in a GPS, WiFi, and cellular denied environment. Featuring multiple IR LEDs and dual day-night cameras with a 150-degree view, SIGYN provides a clear view in virtually any lighting conditions.

Purpose: It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Authorized Uses: This robot will be used during SWAT and tactical situations, hostage rescue scenarios, reconnaissance / surveillance, natural disasters, searches for lost persons, barricaded suspects, and armed / dangerous suspects.

Fiscal Impact: \$0 – 500 (estimated) after initial acquisition

Policy and Procedure: Lexipol Policy 404.5 Robots

Training: Only SWAT operators who have completed the required operator training shall be permitted to use the robot. Use is established by the SWAT Commander and/or Incident Commander.

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706.5 APPROVAL

State

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

State

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Any military equipment that is deployed or used by other jurisdictions that are providing mutual aid to this Department shall comply with their respective military equipment use policies. Situations may arise where the Gardena Police Department may deploy or use military equipment owned by other law enforcement agencies, in these situations, Gardena Police Department is authorized to deploy or use a different agency's military equipment as authorized in this policy.

The Gardena Police Department hereby adopts the military equipment use policy as is approved, and may be amended from time to time, under Government Code section 7070 *et seq.*, for jurisdictions that the Gardena Police Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the Gardena Police Department to deploy or use the military equipment of another jurisdiction.

Gardena Police Department

Gardena Policy Manual

Military Equipment

706.7 ANNUAL REPORT

State

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

706.9 COMPLIANCE PROCEDURE

This procedure is to ensure compliance with the military equipment use policy. All complaints, concerns, or questions submitted regarding this policy will be handled pursuant to the Department's normal complaint process (Lexipol Policy 1010) and be handled in a timely manner.

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AB 481 Annual Report

AB 481 requires law enforcement agencies to obtain the approval of its governing body to enact a military equipment use policy before purchasing, raising funds for, or acquiring military equipment. An initial policy must be passed via ordinance and renewed by a vote of the Council each year. AB 481 provides an expansive definition of "military equipment" that includes many items which law enforcement agencies use, deploy, and obtain on a regular basis. The law enforcement agency is required to return annually to provide an Annual Report to the governing body and the public at large. The agency is also required to host a community engagement session for members of the public to attend.

On May 24, 2022, the City Council for the City of Gardena adopted Ordinance 1841 adopting a Military Equipment Use Policy governing the law enforcement's use of items that are deemed "military equipment" under AB 481. Since then, Gardena Police Department (GPD) has successfully maintained the military equipment in accordance with the policy. This Annual Report will provide a summary as required by Government Code section 7072(a). The GPD will host a community engagement session on April 17, 2023 at Nakaoka Community Center.

The following constitutes the GPD's Annual Report:

- (a) **Lenco Bearcat G2 (Ford F-550 Chassis; VIN: 1FDAF5HT5DEB79977)**
1. **Use of Equipment:** The Bearcat was used for 24 operations (8 live scenarios, 16 training scenarios) that consisted of transporting SWAT operators to and from locations.
 2. **Concerns and Complaints Received:** None
 3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$8,402.00
 - a. **Acquisition:** NA
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** \$8,402.00 (estimated)
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
 5. **Quantity:** 1
 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(b) **Major Incident Response Vehicle (MIRV) (FORD E-350 Chassis with Marathon Industries Utility Bed “Box Style”; VIN 1FDWE35L87DA27297)**

1. **Use of Equipment:** The MIRV was used in conjunction with the Bearcat and was used for 24 operations [8 live scenarios, 16 training scenarios] that consisted of transporting SWAT operators to and from locations.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$3,000.00 (estimated)
 - a. **Acquisition:** NA
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** \$3,000.00 (estimated)
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 1
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(c) **Mobile Command Center Recreational Vehicle (RV) (2014 THOR OUTLAW 37LS)**

1. **Use of Equipment:**
 - Street take-over task force command post**
 - June 12, 2022, 1700 hours – June 13, 2022, 0200 hours
 - July 10, 2022, 1700 hours – July 11, 2022, 0200 hours
 - September 18, 2022, 1700 hours – September 19, 2022, 0200 hours
 - November 5, 2022, 1700 hours – November 6, 2022, 0200 hours
 - December 11, 2022, 1700 hours – December 12, 2022, 0200 hours
 - Special events mobile command post**
 - 4th of July Firework Show, July 4, 2022, 1730 hours – 2230 hours
 - National Night Out, August 2, 2022, 1600 hours – 2030 hours
 - Gardena Jazz Festival, August 28, 2022, 0900 hours – 2130 hours
 - Gardena PD perishable skills drivers training command post**
 - April 26, 2022, 0600 hours – 1600 hours
 - April 29, 2022, 0600 hours – 1600 hours
 - June 3, 2022, 0600 hours – 1500 hours
 - Major incident call outs**
 - Homicide investigation April 8, 2022, 2130 hours – April 9, 2022, 0930 hours
 - Barricaded suspect December 22, 2022, 0930 hours – December 23, 2022, 1000 hours
2. **Concerns and Complaints Received:** None

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3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$8,278.00
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: \$500 in fuel; \$200 in cleaning/detailing
 - f. Storage: \$3,778.00 for new shelter cover
 - g. Upgrade: New tires \$3,800.00 - installed February 14, 2023
 - h. Other ongoing costs: NA
 5. **Quantity:** 1
 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (d) **40 mm Sponge Rounds (Part #6325)**
1. **Use of Equipment:** Bi-annual Department-wide training: 4/26/22, 4/29/22, 6/3/22
 2. **Concerns and Complaints Received:** None
 3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$1,526.06
 - a. Acquisition: \$518.75
 - b. Personnel: NA
 - c. Training: \$1,007.31
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
 5. **Quantity:** 220
 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(e) **40 mm Oleoresin Capsicum (OC) (Part# 6320)**

1. **Use of Equipment:** None
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$20.75
 - a. **Acquisition:** \$20.75
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 33
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(f) **40 mm Oleoresin Capsicum (OC) Ferret (Part# 2290)**

1. **Use of Equipment:** 12 of these were used during live scenarios.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$787.00
 - a. **Acquisition:** \$787.00
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** Liquid: 30; Powder: 20
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(g) **40 mm CS Ferret (Part# 2292)**

1. **Use of Equipment:** 23 of these ferrets were used during live scenarios.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$1,236.25
 - a. **Acquisition:** \$1,236.25
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** Liquid: 44; Powder: 25
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(h) **Projectile Pepper Ball Munition (Inert)**

1. **Use of Equipment:** None
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$795.00
 - a. **Acquisition:** \$795.00
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 200
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(i) **Live-X Projectile Pepper Ball Munition (Live-X)**

1. **Use of Equipment:** 30 pepper balls were used during a live scenario.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$995.00
 - a. **Acquisition:** \$995.00
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 425
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(j) **Defense Technology 40mm Launcher (Part# 1425)**

1. **Use of Equipment:** Bi-annual Department-wide training: 4/26/22, 4/29/22, 6/3/22
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$1,193.23
 - a. **Acquisition:** \$1,193.23
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 42
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(k) **Defense Technology 40mm 4 or 6-Shot Launcher (Part# 1440)**

1. **Use of Equipment:** Used during training scenarios.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** NA
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
5. **Quantity:** 1
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(l) **Pepper Ball Launchers (Full Tactical Carbine (FTC))**

1. **Use of Equipment:** Used during live scenario and during training scenarios.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** NA
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
5. **Quantity:** 4
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(m) **Duty: Winchester Ranger, .223 Remington 55 grain pointed soft point**

1. **Use of Equipment:** None
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$0.00
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
5. **Quantity:** 1,000 rounds
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(n) **Range: Winchester 5.56mm, 55 grain Full Metal Jacket**

1. **Use of Equipment:**

Department Qualifications (Approximately 2000 rounds per day)

5/23/22

5/24/22

5/26/22

8/22/22

8/23/22

8/25/22

11/28/22

11/29/22

12/1/22

Total: 18,000 rounds

SWAT range training (Approximately 1500 rounds per day)

3/8/224

4/12/22

5/10/22

6/14/22

7/12/22

8/9/22

9/13/22

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10/11/22
11/3/22 San Bernardino (500 rounds)
11/4/22
11/8/22
12/13/22
1/10/23
2/14/23
3/14/23
Total: 21,500 rounds

2. **Concerns and Complaints Received:** None
 3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$18,921.00
 - a. Acquisition: \$18,921.00
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
 5. **Quantity:** 43,000 rounds
 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (o) **Defense Technology 12-Gauge Drag Stabilized Round (Part# 3027)**
1. **Use of Equipment:** None
 2. **Concerns and Complaints Received:** None
 3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$291.50
 - a. Acquisition: \$291.50
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA

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- h. Other ongoing costs: NA
 - 5. **Quantity:** 50 rounds
 - 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (p) **.308 Caliber Rifle Ammunition (Winchester S308M)**
- 1. **Use of Equipment:** 30 rounds used during training
 - 2. **Concerns and Complaints Received:** None
 - 3. **Internal Audit Results and Response:** NA
 - 4. **Total Annual Cost:** \$0.00
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
 - 5. **Quantity:** 2,000 rounds
 - 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (q) **Duty: Winchester Ranger, 9mm Luger 115 grain Hollow Point**
- Range: Winchester Target, 9mm Luger 115 grain Full Metal Jacket**
- 1. **Use of Equipment:** Winchester Ranger 9mm Luger 115 grain Hollow Point – duty ammunition; Winchester Target 9mm Luger 115 grain Full Metal Jacket – training
 - SWAT range training (Approximately 1500 rounds per day)
 - 3/8/224
 - 4/12/22
 - 5/10/22
 - 6/14/22
 - 7/12/22
 - 8/9/22
 - 9/13/22
 - 10/11/22
 - 11/3/22 San Bernardino (500 rounds)
 - 11/4/22
 - 11/8/22
 - 12/13/22

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1/10/23
2/14/23
3/14/23
Total: 21,500 rounds

2. **Concerns and Complaints Received:** None
 3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$10,928.00
 - a. Acquisition: Duty: \$748.00; Range: \$10,180.00
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: None
 5. **Quantity:** Duty: 2,000 rounds; Range: 39,000 rounds
 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (r) **AR 15/M4 Carbine/HK 416**
1. **Use of Equipment:**
 - Patrol Training -AR15/M4

5/23/22
5/24/22
5/26/22
8/22/22
8/23/22
8/25/22
11/28/22
11/29/22
12/1/22
 - SWAT training -HK416

3/8/224
4/12/22
5/10/22
6/14/22
7/12/22
8/9/22

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9/13/22
10/11/22
11/3/22
11/4/22
11/8/22
12/13/22
1/10/23
2/14/23
3/14/23

2. **Concerns and Complaints Received:** None
 3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$1,061.12
 - a. Acquisition: \$865.26
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: \$195.86
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
 5. **Quantity:** 71
 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (s) **Remington 870 Magnum 12 Gauge Shot Lock (Repurposed Remington 870 Magnum modified with a breaching barrel)**
1. **Use of Equipment:** Used during training scenarios.
 2. **Concerns and Complaints Received:** None
 3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$33.90
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: \$33.90
 - f. Storage: NA
 - g. Upgrade: NA

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- h. Other ongoing costs: NA
 - 5. **Quantity:** 2
 - 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (t) **Remington 870 – Less-Lethal Shotgun (Repurposed Remington Shotguns from Patrol)**
- 1. **Use of Equipment:** None
 - 2. **Concerns and Complaints Received:** None
 - 3. **Internal Audit Results and Response:** NA
 - 4. **Total Annual Cost:** \$13.95
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: \$13.95
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
 - 5. **Quantity:** 2
 - 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (u) **MP-5 Select Fire Firearm**
- 1. **Use of Equipment:** Used/carried during 16 training scenarios and 8 live scenarios.
 - 2. **Concerns and Complaints Received:** None
 - 3. **Internal Audit Results and Response:** NA
 - 4. **Total Annual Cost:** \$224.85
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: \$224.85
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA

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5. **Quantity:** 15
 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (v) **Remington 700 Precision .308 Bolt Action Rifle**
1. **Use of Equipment:** Used during training scenarios.
 2. **Concerns and Complaints Received:** None
 3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$33.90
 - a. **Acquisition:** NA
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** \$33.90
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
 5. **Quantity:** 2
 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (w) **Remington R10 .308 Caliber Select Fire Rifle**
1. **Use of Equipment:** None
 2. **Concerns and Complaints Received:** None
 3. **Internal Audit Results and Response:** NA
 4. **Total Annual Cost:** \$33.90
 - a. **Acquisition:** NA
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** \$33.90
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
 5. **Quantity:** 2

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6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(x) **Flameless Oleoresin Capsicum (OC) Expulsion (Part# 2040)**

1. **Use of Equipment:** Used during training scenarios.

2. **Concerns and Complaints Received:** None

3. **Internal Audit Results and Response:** NA

4. **Total Annual Cost:** \$221.25

a. **Acquisition:** \$221.25

b. **Personnel:** NA

c. **Training:** NA

d. **Transportation:** NA

e. **Maintenance:** NA

f. **Storage:** NA

g. **Upgrade:** NA

h. **Other ongoing costs:** NA

5. **Quantity:** 15

6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(y) **Multi-Use CS Smoke (Part# 1082)**

1. **Use of Equipment:** 14 used during training scenarios and 3 during live scenarios.

2. **Concerns and Complaints Received:** None

3. **Internal Audit Results and Response:** NA

4. **Total Annual Cost:** \$26.33

a. **Acquisition:** \$26.33

b. **Personnel:** NA

c. **Training:** NA

d. **Transportation:** NA

e. **Maintenance:** NA

f. **Storage:** NA

g. **Upgrade:** NA

h. **Other ongoing costs:** NA

5. **Quantity:** 8

6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(z) **Stinger CS Rubber Balls (Part# 1088)**

1. **Use of Equipment:** None
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$45.00
 - a. **Acquisition:** \$45.00
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 4
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(aa) **Triple Chaser Smoke (Part# 1027)**

1. **Use of Equipment:** 2 used during training scenarios.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$570.00
 - a. **Acquisition:** \$570.00
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 5
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(bb) **Triple Chaser CS (Part# 1027)**

1. **Use of Equipment:** 10 used during training scenarios.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$0.00
 - a. **Acquisition:** NA
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 28
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(cc) **Pocket Tactical CS (Part# 1016)**

1. **Use of Equipment:** 10 Pocket Tactical CS gases were used in live scenarios.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$637.50
 - a. **Acquisition:** \$637.50
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 61
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(dd) **Flameless Tri-Chamber CS (Part# 1032)**

1. **Use of Equipment:** 6 Flameless Tri-Chamber CS gases were used in live scenarios.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$36.33
 - a. **Acquisition:** \$36.33
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 10
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(ee) **Flameless Tri-Chamber Smoke (Part# 1033)**

1. **Use of Equipment:** None
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$1,034.80
 - a. **Acquisition:** \$1,034.80
 - b. **Personnel:** NA
 - c. **Training:** NA
 - d. **Transportation:** NA
 - e. **Maintenance:** NA
 - f. **Storage:** NA
 - g. **Upgrade:** NA
 - h. **Other ongoing costs:** NA
5. **Quantity:** 30
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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(ff) **MK 46 Vertical 1st Defense (Part# 56746V)**

1. **Use of Equipment:** None
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$0.00
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
5. **Quantity:** 2
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

(gg) **Low Roll Distraction Device (Part# 8922-HH)**

1. **Use of Equipment:** 6 distraction devices were used in live scenarios.
2. **Concerns and Complaints Received:** None
3. **Internal Audit Results and Response:** NA
4. **Total Annual Cost:** \$0.00
 - a. Acquisition: NA
 - b. Personnel: NA
 - c. Training: NA
 - d. Transportation: NA
 - e. Maintenance: NA
 - f. Storage: NA
 - g. Upgrade: NA
 - h. Other ongoing costs: NA
5. **Quantity:** 66
6. **Future Acquisition Plans:** As needed. Funding source: General Fund.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: April 25, 2023

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

AGENDA TITLE: Approve the Agreement for Streetlighting Maintenance between the City of Gardena and the City of Los Angeles related to the Traffic Signal Reconstruction Project on Vermont Avenue at Redondo Beach Boulevard and Rosecrans Avenue Project, JN 930.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Agreement for Street Lighting Maintenance.

RECOMMENDATION AND STAFF SUMMARY:

The scope of this project is to upgrade traffic signals at the intersections of both Vermont Avenue and Redondo Beach Boulevard, and at Vermont Avenue and Rosecrans Avenue. The majority of the traffic signal's hardware, sensors, signages, wires, conduits, software and curb ramps will be replaced and updated to new standards. Other improvements will include the extension of the left turn lane for the south-bound Vermont Avenue and limited concrete pavement improvements. This project requires a permit from the City of Los Angeles to finalize the design phase, and one of the approval conditions is to execute the proposed Agreement for the Streetlighting Maintenance. Neither city could find an executed agreement regarding streetlight maintenance between the cities.

These upgrades will displace six (6) existing street and safety lights owned and maintained by the City of Los Angeles - Bureau of Street Lights. These streetlights will be de-commissioned and replaced with new lighting fixtures installed on top of new Traffic Signal Poles that will be part of the intersection's Traffic Signal System. The subject lights shall be powered and maintained by the City of Gardena.

The Agreement for Streetlighting Maintenance is to detail the above transfer of jurisdiction and maintenance from the City of Los Angeles to the City of Gardena Traffic Signal System.

Staff recommends that the City Council approve the Agreement for Streetlighting Maintenance between the City of Gardena and the City of Los Angeles to finalize their requested permit.

FINANCIAL IMPACT/COST:

There will be no impact on the City of Gardena's Traffic Signal Maintenance cost as the 50/50 cost-sharing arrangement with the City of Los Angeles remains.

ATTACHMENTS:

[Proposed Agreement for Streetlighting Maintenance between COG & COLA signed by CA.pdf](#)

[Existing Traffic Maintenance Agreement between COG & COLA.pdf](#)

[Vermont Traffic Signal Project Exhibit.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

**BOARD OF PUBLIC WORKS
MEMBERS**

AURA GARCIA
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

VAHID KHORSAND
COMMISSIONER

SUSANA REYES
COMMISSIONER

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

**DEPARTMENT OF
PUBLIC WORKS**

**BUREAU OF
STREET LIGHTING**

MIGUEL SANGALANG
EXECUTIVE DIRECTOR

1149 S. BROADWAY, SUITE 200
LOS ANGELES, CA 90015-2213

<http://bsl.lacity.org>

E-mail: bsl.streetlighting@lacity.org

AGREEMENT FOR STREET LIGHTING MAINTENANCE

The City of Gardena, a municipal corporation, hereinafter referred to as "Gardena", and the City of Los Angeles, a municipal corporation. Hereinafter referred to as "Los Angeles", do enter into the following agreement:

WHEREAS, GARDENA and LOS ANGELES desire to provide for the maintenance of certain street lighting installations at locations which are partially or wholly under jurisdiction of one or both of the parties hereto, and to arrange herein for the particular maintenance functions to be performed and to specify the proportioning of the cost of such maintenance;

WHEREAS, this agreement supersedes all previous agreements for operation and maintenance of street lighting; and

WHEREAS, in order to effectively identify the equipment and services included under this agreement, the following definitions shall apply:

Equipment: Any lighting constructed or installed for the prime purpose of illuminating the roadway for traffic safety; including electroliers (whether supporting traffic signals or not), streetlights on traffic signal standards, streetlights on brackets installed on wooden power poles, and soffit lighting.

Service: Relamping, furnishing of electrical energy and painting of electroliers and luminaires as required, and the repair or replacement of roadway lighting equipment due to obsolescence, wear, inadequacy, or extensive damage from any cause. Service does not include any work on traffic signals.

Now, THEREFORE, it is mutually agreed as follows:

1. Gardena will furnish all required service at all locations in APPENDIX "B", Los Angeles will furnish all required service at all locations shown in APPENDIX "A".
2. Gardena and Los Angeles will share the expense of such service rendered at each intersection in the same proportion as the number of legs or percentage of legs of an intersection of Gardena and Los Angeles jurisdiction respectively, bears to the total number of legs of each intersection.
3. Gardena and Los Angeles will share the expense of such service rendered along a street segment in the same proportion of dedicated roadway within each respective City or as mutually agreed upon between the City Engineer, City of Gardena, and Director, Bureau of Street Lighting, City of Los Angeles.
4. Bills for all services shall be rendered quarterly. Bills for service shall utility company charges and an itemization of all other costs, including labor, equipment and material

costs. Current percentages may be added to salaries and wages for department administration and overhead. These percentages, if added, shall be shown as separate items on the bill for services.

5. Changes in APPENDIX "A" or APPENDIX "B" may be initiated by either party hereto, and shall become valid upon written notice and concurrence between the City Engineer, City of Gardena, and the Director, Bureau of Street Lighting, City of Los Angeles.
6. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code, the parties hereto as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement the same extent that such a liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2 The rules set forth in Civil Code Section 2778 are hereby made a part of this agreement.
7. This agreement may be terminated upon thirty days written notice by either party.
8. This agreement shall become effective upon its execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their officers duly authorized so to do the day and your first hereinabove written.

The City of Los Angeles,
Board of Public Works:

By _____
President

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

By _____
Ted Jordan
Deputy City Attorney

By _____
Commissioner

ATTEST:

Holly L. Wolcott, City Clerk

By _____
Deputy City Clerk

The City of Gardena:

By _____
Mayor

Attest:

By _____
City Clerk

Approved as to Form:

By _____
City Attorney

ABBREVIATIONS FOR APPENDIX "A" & "B"

Abbreviation

- LED –Light Emitting Diode (in Watts)
- HPS – High Pressure Sodium (in Watts)
- WP – Los Angeles Department of Water and Power
- E – Southern California Edison Company
- LS-1 – Utility Owned Billing Rate
- LS-2 – Customer Owned, Electrolier Billing Rate
- LS-3 – Special Electrolier Billing Rates

AGREEMENT FOR STREET LIGHTING MAINTENANCE

APPENDIX A

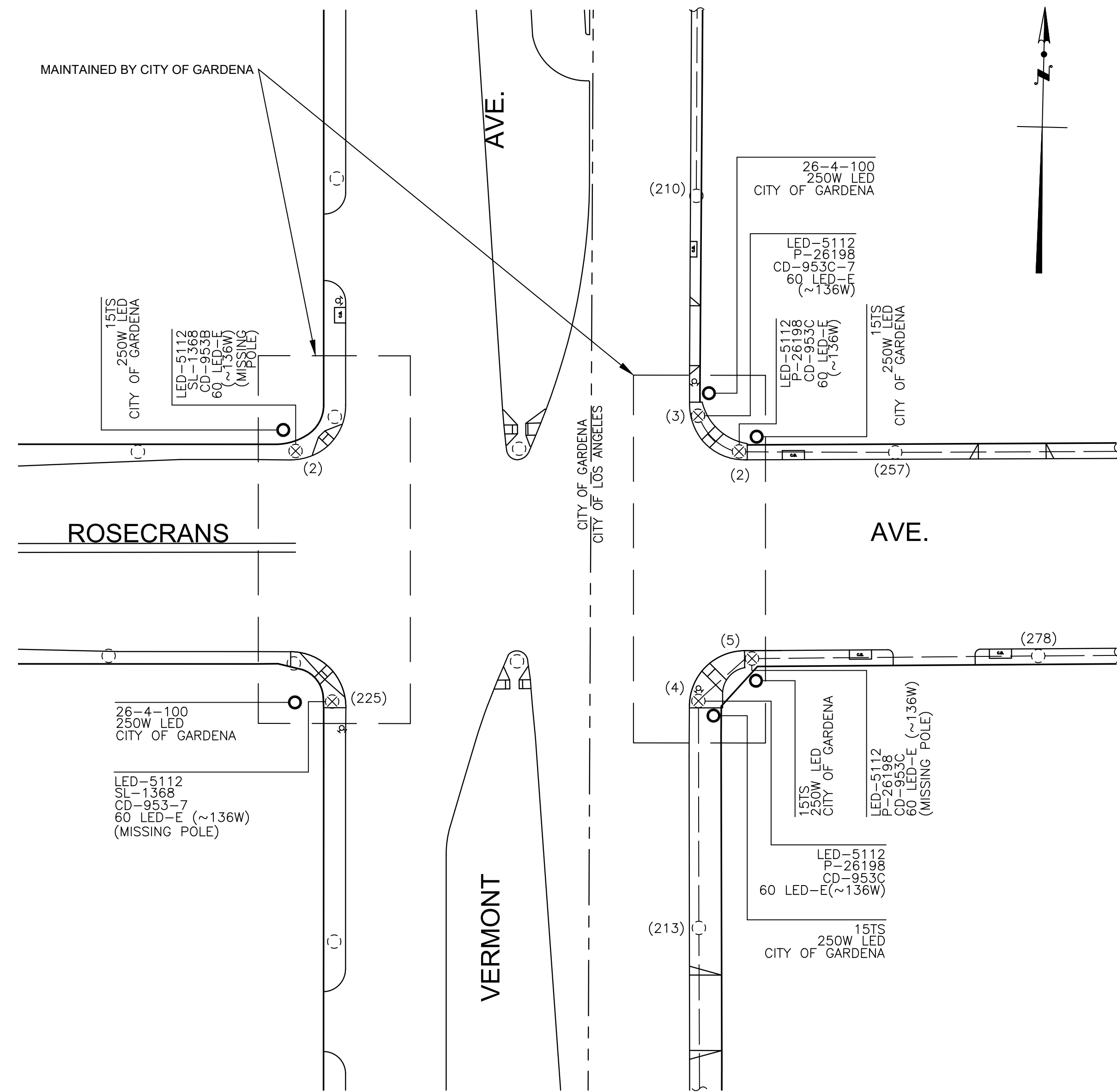
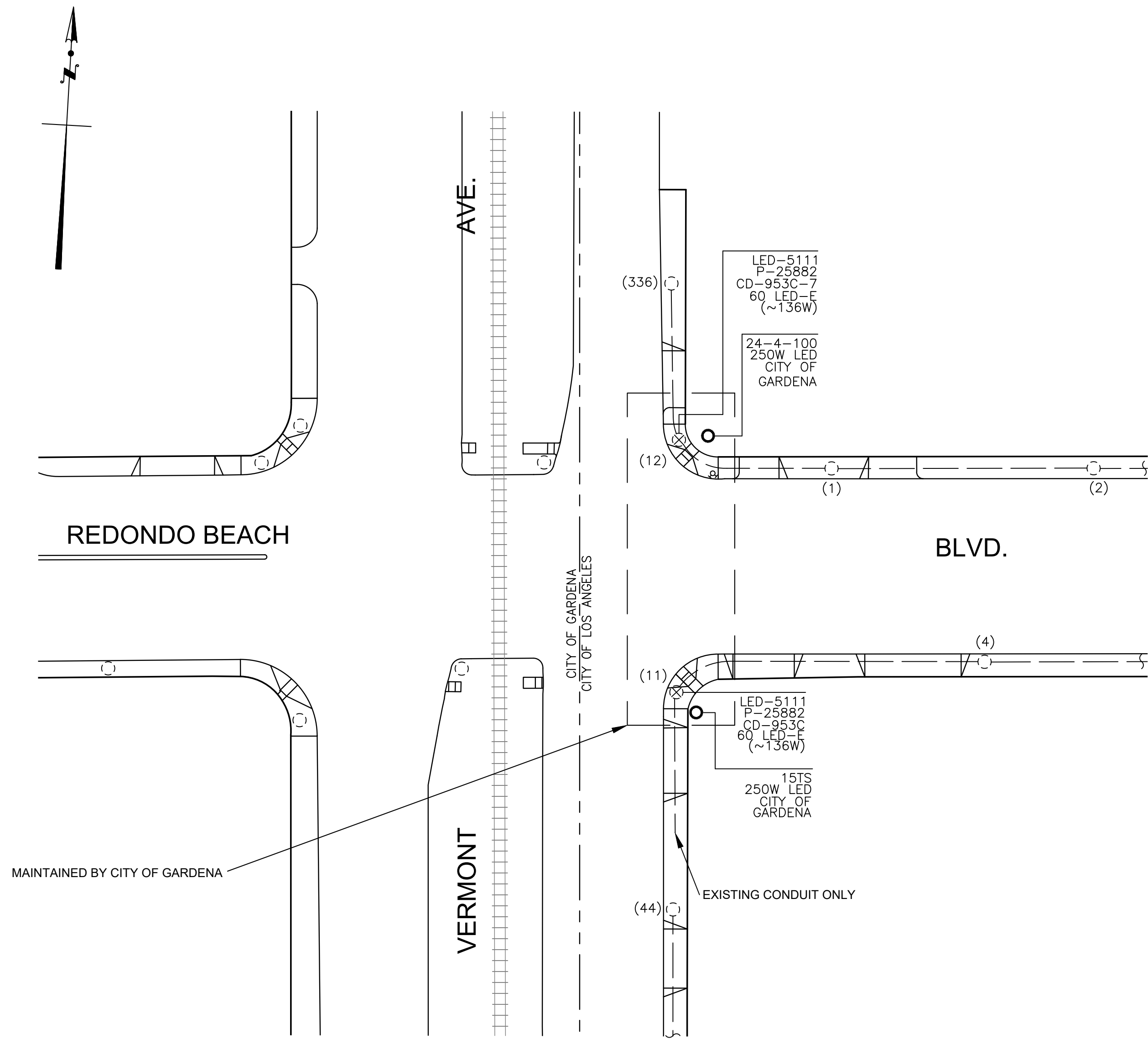
CITY OF GARDENA - CITY OF LOS ANGELES STREET LIGHT MAINTENANCE AGREEMENT CITY OF LOS ANGELES MAINTAINED

	Luminaire Number	Lamp Size & Type	Serv. Co. & Billing Schedule	City of Gardena Share	L.A. Share	
Table left blank for Future Amendment						

APPENDIX B

CITY OF GARDENA - CITY OF LOS ANGELES STREET LIGHT MAINTENANCE AGREEMENT CITY OF GARDENA MAINTAINED

	Luminaire	Lamp Size & Type	Serv. Co. & Billing Schedule	City of Gardena Share	L.A. Share	
Redondo Beach and Vermont Ave (See drawing #1)	N/E corner	250WLED		100%	0%	
	E/S Vermont Ave 1 S/O Redondo Blvd	250WLED		100%	0%	
Rosecrans Ave and Vermont Ave (See drawing #1)	N/S Rosecrans 1 W/O Vermont	250WLED		0%	0%	(does not exist)
	W/S Vermont Ave 1 S/O Rosecrans Ave	250WLED		0%	0%	(does not exist)
	E/S Vermont Ave 1 N/O Rosecrans Ave	250WLED		100%	0%	
	N/S Rosecrans Ave 1 E/O Vermont Ave	250WLED		100%	0%	
	S/S Rosecrans Ave 1 E/O Vermont Ave	250WLED		100%	0%	
	E/S Vermont Ave 1 S/O Rosecrans Ave	250WLED		100%	0%	



GENERAL IMPROVEMENT
 VERMONT AVE. AT ROSECRANS AVE. & REDONDO BEACH BLVD.
 BR-600532

<p>PLANS PREPARED BY:</p> <p>iteris</p> <p>1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705-5551</p> <p>Phone: (949) 270-9480 Fax: (949) 270-9481</p> <p><i>[Signature]</i></p> <p>SIGNATURE</p>	<p>REGISTERED PROFESSIONAL ENGINEER</p> <p>PAUL FRISLIE</p> <p>No. 72982</p> <p>12/31/24</p> <p>CALIFORNIA</p> <p>STATE OF CALIFORNIA</p>	<p>DATE: 10/24/22</p> <p>SCALE OF ORIGINAL PLAN: 1" = 40'</p> <p>SHEET 6 OF 9 SHEET(S)</p> <p>INDEX NUMBER</p>
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APPENDIX A
CITY OF GARDENA-CITY OF LOS ANGELES
TRAFFIC SIGNAL MAINTENANCE AGREEMENT
CITY OF GARDENA MAINTAINED

2/9/96

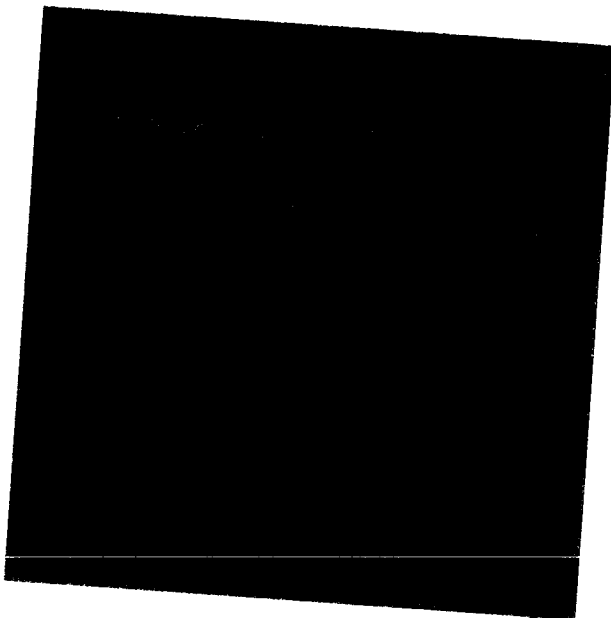
NO.	LOCATION		GARDENA SHARE	LA SHARE
1	135TH ST	VERMONT AV	0.50	0.50
2	161ST ST	ALONDRA BL VERMONT AV	0.50	0.50
3	168TH ST	VERMONT AV	0.50	0.50
4	GARDENA BL	VERMONT AV	0.50	0.50
5	REDONDO BEACH BL	VERMONT AV	0.50	0.50
6	ROSECRAN AV	VERMONT AV	0.50	0.50

Public work
Jose Espinoza

310 217-9644

661-799-8456

Jerry Overland



APPENDIX B
CITY OF GARDENA-CITY OF LOS ANGELES
TRAFFIC SIGNAL MAINTENANCE AGREEMENT
CITY OF LOS ANGELES MAINTAINED

2/9/96

NO.	LOCATION		GARDENA SHARE	LA SHARE
7	178TH ST	NORMANDIE AV	0.33	0.67
8	179TH ST	NORMANDIE AV	0.50	0.50
9	182ND ST	VERMONT AV	0.30	0.70

~~TRAFFIC SIGNAL AGREEMENT~~

Per City Clerk's Office

CONTRACT NO. 40630

THIS AGREEMENT, made and entered into this _____ day of _____, 1971, by and between THE CITY OF GARDENA, CALIFORNIA, a municipal corporation of the State of California, hereinafter called "GARDENA," and THE CITY OF LOS ANGELES, CALIFORNIA a municipal corporation of the State of California, hereinafter called "LOS ANGELES";

W I T N E S S E T H:

WHEREAS, the parties hereto desire to provide for the maintenance of certain traffic signal installations at locations which are partially under jurisdiction of both of the parties hereto, and to arrange herein for the particular maintenance functions to be performed and to specify the cost of such maintenance.

NOW, THEREFORE, it is mutually agreed as follows:

1. Gardena will furnish service for and perform such maintenance work at locations shown in APPENDIX "A." Los Angeles will furnish service for and perform such maintenance work at locations shown in "APPENDIX "B." The share of expense to be borne by each agency shall be in the ratio that the number of legs or percentages of legs under jurisdiction of Los Angeles and Gardena respectively, bears to the total number of legs entering each intersection.

2. Routine maintenance work to be performed includes relamping, furnishing of electrical energy, painting of standards and heads, and the necessary minor repairs or replacements as required to insure satisfactory service. Installation of additional facilities is not a maintenance function under the provisions of this paragraph.

3. Extraordinary maintenance includes replacement of addition of major equipment due to obsolescence, wear, or inadequacy; and includes repair due to extensive damage from any cause. Extraordinary maintenance (except that necessary to maintain service) requires concurrence between the Public Works Director of Gardena and the City Traffic Engineer of Los Angeles and shall be assessed directly against the installation involved. Equipment damaged by traffic collision shall be replaced and placed in normal operation as soon as is reasonable to so do.

4. A bill for all services shall be rendered quarterly. This bill for all maintenance and operation (both routine and extraordinary) for the fiscal quarter shall show salaries and wages, materials, equipment and electrical energy. The bill may be the actual cost of maintenance or be a flat rate as determined by the city wide average of traffic signal maintenance costs. The method of billing shall be the option of the billing agency.

5. On bills for routine and extraordinary maintenance current percentages may be added to salaries and wages for departmental administration and overhead, and to equipment costs for depreciation of equipment. These percentages, if added, shall be shown as separate items in the rates for maintenance and operation, and on the bill for extraordinary maintenance.

6. It is further mutually agreed that traffic signal installations may be added to or deleted from APPENDIX "A" or APPENDIX "B" under the terms of this Agreement by written notice from and concurrence between the Public Works Director of Gardena and the City Traffic Engineer of Los Angeles or by so stipulating in subsequent installation or modification agreements. By the same procedure, each agency's share of cost of maintenance may be

revised as changing jurisdiction may necessitate.

7. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code, the parties hereto as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon each other party solely by virtue of said Section 895.2. The provisions of Section 2778, California Civil Code are hereby incorporated herein and made a part of this Agreement.

8. This Agreement may be terminated upon thirty (30) days written notice by either party.

9. This Agreement shall terminate and supersede the following Agreements insofar as said Agreements relate to maintenance operations and the sharing of costs therefor:

LOS ANGELES
Agreement No.

Location

NONE	Vermont Ave. @ 135 St.
17967	Vermont Ave. @ Rosecrans Ave.
21767	Vermont Ave. @ Redondo Beach Blvd.
19154	Vermont Ave. @ Alondra Blvd.-161 St.
17119	Vermont Ave. @ Gardena Blvd.

10. This Agreement shall become effective upon its execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their officers duly authorized so to do the day and year first hereinabove written.

CITY OF LOS ANGELES

By ^x

[Handwritten Signature]

Mayor

ATTEST: *[Faint Seal]*
E. LAYTON, City Clerk

[Handwritten Signature]

RICHARD H. BOWERS, City Clerk

(SEAL)

CITY OF GARDENA

By

[Handwritten Signature]

Mayor

ATTEST:

[Handwritten Signature]

City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

[Handwritten Signature]

City Attorney

Approved as to Form and Legality

MAR 15 1971

ROGER ARNEBERG

City Attorney

By

[Handwritten Signature]

Deputy

LAMBERT M. JAVELERA

APPENDIX A

Maintained by City of Gardena

<u>Location</u>	<u>Los Angeles</u>	<u>Share</u>	<u>Gardena</u>
Vermont Ave. @ 135 St.	50%		50%
Vermont Ave. @ Rosecrans Ave.	50%		50%
Vermont Ave. @ Redondo Beach Blvd.	50%		50%
Vermont Ave. @ Alondra Blvd.-161 St.	50%		50%
Vermont Ave. @ Gardena Blvd.	50%		50%

APPENDIX B

Maintained by City of Los Angeles

<u>Location</u>	<u>Los Angeles</u>	<u>Share</u>	<u>Gardena</u>	<u>Effective</u>
NONE				
178 E W & Normandie Av.	66 $\frac{2}{3}$ %		33 $\frac{1}{3}$ %	9-14-73
179 E W & Normandie Av.	50 %		50 %	9-14-73

ROBERT R. YATES
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA



RICHARD J. RIORDAN
MAYOR

DEPARTMENT OF
TRANSPORTATION
221 N. FIGUEROA STREET, SUITE 500
LOS ANGELES, CA 90012
(213) 580-1177
FAX: (213) 580-1188

January 24, 1996

Ken Ayers, Director
Department of Public Works
City of Gardena
1700 W. 162nd St.
Gardena, CA 90247
Attention: Sherwood Natsuhara, City Engineer

**ADDITION TO TRAFFIC SIGNAL MAINTENANCE AGREEMENT:
182ND STREET & VERMONT AVENUE**

According to your response to our letter regarding revisions to the Traffic Signal Maintenance Agreement (See attachment), the City of Gardena has agreed to add the intersection of 182nd St. & Vermont Ave. to Appendix B of the Agreement.

This signal is currently being modified by Caltrans at their expense. This signal had not previously been included in the maintenance agreement. With the execution of this document, the signal will be added to "Appendix B" of the Agreement. Gardena will reimburse Los Angeles for its proportionate share of the cost of maintenance of said traffic signal; beginning with the execution date, in accordance with the Agreement. The City of Gardena's share will be 30% at this intersection.

Per the Traffic Signal Maintenance Agreement, written approval of the addition is necessary from the Public Works Director of Gardena or his/her authorized representative. Therefore, we request your written concurrence. Please sign and return this letter to us. An additional signed copy of this letter is enclosed for your records.

Handwritten notes:
2017 @ [unclear]
661-799-8452
[unclear]

Questions regarding the addition to the Agreement may be directed to Ken Firoozmand, LADOT Signal Design, telephone (213) 580-5298.

Thomas Conner
Thomas K. Conner
Assistant General Manager

I, Ken Ayers, Public Works Director, City of Gardena or his/her authorized representative, agree to add the intersection of 182nd Street and Vermont Avenue to "Appendix B" of the Traffic Signal Maintenance Agreement with the City of Los Angeles.

Authorized Signature  _____

Date 2-1-96

KF/JO: jo
a:gar-add.doc

c: Max Paetzold
John Afford

S.E. (ED) ROWE
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA



TOM BRADLEY
MAYOR

DEPARTMENT OF
TRANSPORTATION
ROOM 1200, CITY HALL
LOS ANGELES, CA 90012
(213) 485-2265
FAX (213) 237-0960

15-Southern
168th St. & Vermont Ave.

September 20, 1990

City of Gardena
P.O. Box 47003
Gardena, California 90247-6803

Attn: Sherwood Natsuhara, Engineering Superintendent

SUBJECT: Traffic Signal Maintenance Costs
168th Street and Vermont Avenue

Reference is made to your letter of September 4, 1990 requesting that the intersection of 168th Street and Vermont Avenue be added to our mutual maintenance agreement.

The construction and maintenance agreement for this intersection, approved by both the City of Gardena and City of Los Angeles in September 1980, provided for the addition of this intersection by the language contained in Section II, paragraph 10,:

"LOS ANGELES shall reimburse GARDENA for LOS ANGELES' proportionate share of the cost of maintenance and operation of SIGNALS, such share to be an amount equal to 50 percent of the total costs."

It should also be noted that our master signal maintenance agreement dates back to July, 1971. It may be desirable to enter into a new maintenance agreement to reflect new locations, to revise covenants, and to update the language and scope of the 1971 document.

Please contact John Severin of my staff at (213) 485-4261 to comment on either of the above items.


Gary H. Hoppe
Senior Transportation Engineer
Design Division

JWS

cc: Accounting Section, LADOT
Signal Design Section, LADOT



CITY of GARDENA

1700 West 162nd STREET

GARDENA, CALIFORNIA 90247-3732

(213) 217-9500

MAY Y. DOI, City Clerk
LORENZO F. YBARRA, City Treasurer
KENNETH W. LANDAU, City Manager
MICHAEL J. KARGER, City Attorney

DONALD L. DEAR, Mayor
MAS FUKAI, Mayor Pro Tem
JAMES W. CRAGIN, Councilmember
GWEN DUFFY, Councilmember
PAUL Y. TSUKAHARA, Councilmember

September 4, 1990

City of Los Angeles
Dept. of Transportation
200 N. Spring Street
Rm. 1004
Los Angeles, CA 90012

Attn: John Severin

Subject: Traffic Signal Maintenance Costs
Vermont and 168th Street

Dear John,

As we discussed, the traffic signal at Vermont and 168th Street does not appear in our mutual maintenance agreement. Please add this traffic signal to our maintenance agreement. The City of Gardena has and will maintain this traffic signal and will add the maintenance costs to our billing.

If there are any questions, please do not hesitate to call.

Yours truly,

Sherwood Natsuhara
Engineering Superintendent

SN/jn

cc: Police Chief

*The construction agreement
(approved 9/80) provided
for the addition.*

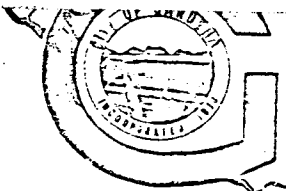
*Gardena has not billed
us for this ITS in
10 years! (They should
have been billing us
all this time!)*



FRANK GUTIERREZ
DIRECTOR

REGISTERED
MAIL

KIYOTO KEN NAKAOKA, Mayor
DONALD L. DEAR, Mayor Pro Tem
WILLIAM L. (BILL) COX, Councilman
AL DEFILIPPO, Councilman
DONALD T. HATA JR., Councilman



CITY of GARDENA

PUBLIC WORKS DEPARTMENT / Frank Gutierrez / Director / City Engineer
1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247 / (213) 327-0220

DORIS F. DIAMOND, City Clerk
SIDNEY LEMBERGER, City Treasurer
CRAIG A. McDOWELL, Administrative Officer
WALTER N. ANDERSON, City Attorney

January 22, 1974

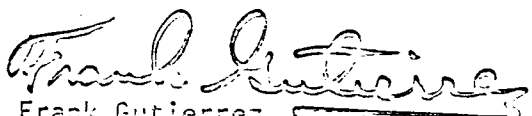
Mr. S. S. Taylor, City Traffic Engineer
City of Los Angeles
Department of Traffic
Room 1200, City Hall
Los Angeles, California 90012

Dear Mr. Taylor:

Subject: Traffic Signal Maintenance
178 St. and 179 St. at Normandie Ave.
Agreement No. 71-2004

Enclosed is a signed amendment to Appendix "B" of Master Maintenance Agreement No. 71-2004 confirming that the City of Gardena will sustain the proportionate share of the maintenance costs for traffic signals at the intersections of 178 St. and 179 St. at Normandie Ave. as set forth in the amendment.

Sincerely,


Frank Gutierrez
Director of Public Works

DMP/yt

Enclosure

RECEIVED
Office of
City Traffic Engineer
Date.....1-23-74
Time.....10:00 am

File No. 71-2004


Amendment to Appendix B of the Master Maintenance Agreement between the City of Gardena and the City of Los Angeles. Effective following construction in August of 1973.


APPENDIX B

Maintained by City of Los Angeles

<u>Location</u>	<u>Share</u>	
	<u>Los Angeles</u>	<u>Gardena</u>
178th Street at Normandie Ave.	66-2/3%	33-1/3%
179th Street at Normandie Ave.	50%	50%

Agreed:


FRANK GUTIERREZ
Public Works Director
City of Gardena


S. S. (Sam) TAYLOR
City Traffic Engineer
City of Los Angeles

TRAFFIC SIGNAL UPGRADE PROJECT – ROSECRANS AVE & S VERMONT AVE



(Existing streetlight with traffic and pedestrian head.)



(New traffic signal pole with lighting fixture installed)

New Gardena Traffic Signal System w/ top lighting fixture are to replace existing City of Los Angeles streetlights. New curb ramps are to be installed along with signal lights.

TRAFFIC SIGNAL UPGRADE PROJECT – W REDONDO BEACH BLVD & S VERMONT AVE



(Existing streetlight with traffic and pedestrian head.)



(New traffic signal pole with lighting fixture installed)

New Gardena Traffic Signal System w/ top lighting fixture are to replace existing City of Los Angeles streetlights. New curb ramps are to be installed along with signal lights.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.B
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: April 25, 2023

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

AGENDA TITLE: Award Construction Contract for the Vermont Avenue from Artesia Boulevard to Gardena Boulevard Street Improvements Project, JN 959, to Onyx Paving Company, Inc. in the amount of \$791,000. Additionally, Award Construction Management and Inspection Services Contract to SA Associates, in the amount of \$ 162,000, Approve the Project Plans & Specifications, Approve a 19% Construction Contingency, and Declare California Environmental Quality Act (CEQA) Exemption.

COUNCIL ACTION REQUIRED:

Staff Recommendations:

- **Award Construction Contract**
- **Award Construction Management and Inspection Services**
- **Approve Project Plans and Specifications**
- **Approve Expenditures of Remaining Budget as Contingency.**
- **Declare CEQA Exemption**

RECOMMENDATION AND STAFF SUMMARY:

On January 25, 2022, the City Council approved the engineering design phase of the Vermont Avenue from Artesia Boulevard to Gardena Boulevard Street Improvements Project, JN 959. The street segment is identified in the Pavement Management Program as a priority for maintenance rehabilitation. The current Pavement Condition Index score (PCI) ranges from 42-60 (poor to fair) and will reset to 100 (very good) upon completion of the roadway improvements. The project work includes grinding and overlay, curb and gutter, sidewalk and cross gutter, adjustment of manholes and water valves to grade, curb ramps, striping and signage, traffic control, water pollution control and all other related work.

In March of 2023, the design was completed, and Public Works finalized the plans and specifications and published a bid request in CR Planwell, Gardena Valley News and the City website and the following three (3) bids were received on April 18, 2023.

1.	Onyx Paving Company, Inc., Anaheim	\$791,000
2.	All American Asphalt, Corona	\$878,806
3.	Hardy & Harper, Inc. Lake Forest	\$1,058,000

Onyx Paving Company, Inc. was the lowest responsible bidder. They are licensed in the State of California and have good and verified records of construction projects with various Counties and municipalities in southern California. They will be required to meet all bonding and financial standards, the project is anticipated to start construction in June of 2023 and to be completed in August of 2023.

Requests for Construction Management and Inspection services for the project were also sent to three (3) on-call consultants on March 22, 2023 and SA Associates submitted the lowest responsible proposal in the amount of \$162,000. SA Associates has been doing Construction Management and Inspection services for local municipalities throughout Orange, San Bernardino and Los Angeles County for over three (3) decades and are staffed with qualified managers and inspectors of different disciplines.

Staff recommends that the City Council approve the award of the construction contract for the Vermont Avenue from Artesia Boulevard to Gardena Boulevard Street Improvements project, JN 959, to Onyx Paving Company, Inc. in the amount of \$791,000 and additionally:

- a. Award Construction Management and Inspection (CMI) Services to SA Associates in the amount of \$162,000.
- b. Approve Plans and Specifications.
- c. Approve expenditures of remaining project budget of \$150,484 (or 19%), as a contingency.
- d. Declare this project to be categorically exempt under CEQA, Class 1, Section 15301, as rehabilitation of existing facilities.

FINANCIAL IMPACT/COST:

Source of Funds

FY 2022-2023 Budget - Prop C	\$1,108,495
FY 2022-2023 Budget - Measure M	\$100,000
Total	\$1,208,495

Estimated Expenditures

Design Phase Expenditures	\$102,011
Construction Management & Inspection and Job Cost	\$165,000
Construction Contract Award	\$791,000
19% Construction Contingency	\$150,484
Total	\$1,208,495

ATTACHMENTS:

- [JN959 Specification Set.pdf](#)
- [JN959 Bid Plan Set.pdf](#)
- [Notice of Exemption JN959.docx.pdf](#)
- [SA Associates CM & Inspection for Vermont Ave., JN959.pdf](#)

JN 959 - Onyx Paving Company, Inc 04-18-2023.pdf
Project Location Map_JN 959.pdf

APPROVED:

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

Clint Osorio, City Manager



CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.**

JN 959

March 2023

CITY OF GARDENA
CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.**

JN 959

Plans & Specifications prepared by:



Marco Canta, PE
6/30/24
Cannon Corporation
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606

Memoranda:

Plans and specifications are available at Planwell Administrator, 562.436.9761 or
www.crplanwell.com

Bid Results: <https://www.cityofgardena.org/public-contracts/>

City of Gardena Public Works Engineering Division: 310.217.9568

CITY OF GARDENA
NOTICE INVITING BIDS
for
Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.
PROJECT NO. JN 959

Plans and Specifications are available through ARC Document Solutions. Please be advised that there is an additional charge for delivery. Upon payment of the purchase price, they become the property of the purchaser and may not be returned for refund.

You may access the plans through the following website under Public Planroom:

www.crplanwell.com

For help accessing and ordering, please contact a Planwell Administrator at 562.436.9761.

Notice is hereby given that the City of Gardena will receive sealed bids at the office of the City Clerk, City Hall, 1700 W. 162nd Street, Gardena, California, until 1:00 PM on April 18, 2023, and shortly thereafter on this same day, they will be publicly opened and read in the City Clerk's Office in-person and via ZOOM.

The information to join the bid opening via ZOOM is the following:

Topic: Bid Opening
Time: 1:00 PM on April 18, 2023 (Shortly thereafter the deadline)
Join ZOOM Meeting

<https://us02web.zoom.us/j/84787132412>

Meeting ID: 847 8713 2412
Dial by phone: 1 669 900 9128 US

Should you have any questions or concern in delivering a bid or joining the ZOOM Meeting, please contact City Clerk's office at (310) 217-9565 or via email at cityclerk@cityofgardena.org.

All bids must be in writing, must be sealed, and must be plainly marked on the outside: **"BID ON PROJECT NO. 959"**. Any bid received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned unopened to the bidder.

Bids are required for the entire work as described below:

Work consists of excavation, asphalt concrete pavement, cold mill, asphalt rubber hot mix overlay, curb and gutter, sidewalk, cross gutter, adjustment of manholes and water valves to grade, curb ramps, striping and signage, traffic control, water pollution control and all other related work for Vermont Ave from Artesia Blvd to Gardena Blvd.

ENGINEER'S ESTIMATE: \$898,244.00

The time of completion of contract shall be 60 working days as defined in the latest Standard Specifications for Public Works ("Greenbook"). Liquidated Damages, as defined in Section 6-9, shall be \$2000 per each consecutive calendar day.

Each bidder must submit a proposal to the City, c/o City Clerk in accordance with the Plans and Specifications. Said proposal is to be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Gardena, in an amount not less than 10 percent of the total bid submitted.

The envelope enclosing the proposal shall be sealed and addressed to the City of Gardena c/o City Clerk and delivered or mailed to the City at 1700 W. 162nd Street, Gardena, California 90247-3778. The envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: CITY, c/o CITY CLERK
(Bidder's Name and Address) _____

(Number and title of this project) _____

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney.

The contractor shall have an active **Class "A"** license from the Contractor's State License Board at the time of submitting bid.

Pursuant to Public Contract Code Section 22300, the Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the City to insured performance under the contract unless applicable federal regulations or policies do not allow such substitution. Such security shall be deposited with the City, or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City Attorney.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive responsible bidder.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code, California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates of per diem wages are on file at the Gardena City Clerk's office and the office of the City Engineer, and copies shall be made available to any interested party on request. The prevailing rates of per diem wages referred to herein are hereby made a part of this Notice by reference.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it. Contractor and any Subcontractor under if shall comply with the requirements of said sections in the employment of apprentices.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

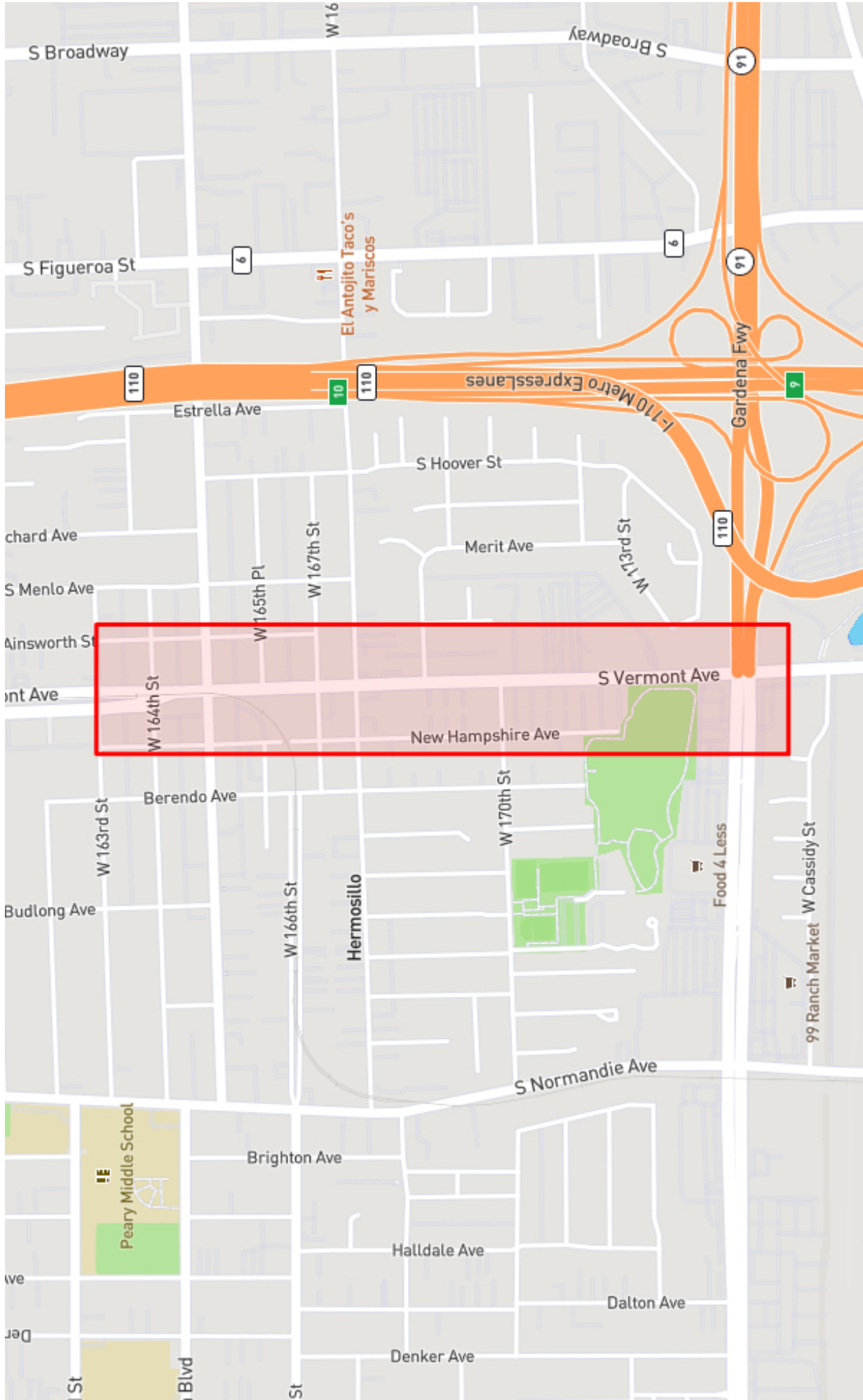
Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

Award of Contract: The following are conditions to the award of the contract:

- I. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract was awarded); and
- II. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 17265.5.

Any questions regarding this bid package may be referred to Frank Sanchez, P.E. Public Works Engineering Division at 310.217.9631.

Vermont Ave Street Improvement Project from Artesia Blvd to Gardena Blvd, JN959




	<p>03/02/2023</p>	<p>Location Map</p>	<p>1" = 1000 ft</p>
<p>This map may represent 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.</p>			

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INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms in the project specifications and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids.

PRPOSAL / BID DOCUMENTS

All Proposals shall include the following executed documents to be submitted with each bid:

Bidding Schedule

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Bid Bond

Designation of Subcontractors

Construction Project Reference

Certificate of Non-Discrimination by Contractors

Certification of Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Primary Covered Transitions

DELIVERY OF PROPOSAL

The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

MODIFICATIONS AND ALTERNATIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may be grounds for its rejection as non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

DISCREPANCIES IN PROPOSALS

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may be grounds for its rejection as non-responsive. The bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

PROPOSAL GUARANTEE – BIDDER'S SECURITY

Each bidder shall submit with his Proposal cash, an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions herein, the funds represented by said cash, check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as a bid bond forfeiture due the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest responsive responsible bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California as an "admitted surety insurer" and shall be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or nationally chartered bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks (without interest) as provided in Section 2-1.6 of the Special Provisions bound herein.

DISQUALIFICATION OF BIDDERS

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

CONTRACT DOCUMENTS

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract. Unless extended by agreement of the City, failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page CD-1.

BID PROPOSAL (BP)

**Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.**

PROJECT NO. JN 959

Contractor: _____

Address: _____

Phone: _____

Fax: _____

License No.: _____

D.I.R. No. _____

Email: _____

To Be Submitted

WITH

Bid Package

BID PROPOSAL

PROJECT NO. JN 959

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

Vermont Avenue Street Improvements From Artesia Blvd. to Gardena Blvd.

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within 50 Working Days from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Mobilization (5% Max)	LS	1	\$	\$
2	Traffic Control	LS	1	\$	\$
3	Construction Survey	LS	1	\$	\$
4	Mill Asphalt Concrete Pavement – 2”	SF	102,000	\$	\$
5	Remove and Reconstruct Concrete Curb & Gutter	LF	125	\$	\$
6	Remove and Reconstruct Concrete Sidewalks	SF	770	\$	\$
7	Remove and Reconstruct Concrete Curb Ramp	EA	1	\$	\$
8	Remove and Replace Detectable Warning Surface	EA	1	\$	\$
9	Construct Concrete Cross Gutter	SF	580	\$	\$
10	Construct Asphalt Rubber Hot Mix Pavement – 2”	TON	1,260	\$	\$
11	Remove and Replace AC Pavement (4” AC Digouts)	TON	50	\$	\$
11A	Remove and Replace AC Pavement (4” AC Digouts Field Determined by the Engineer)	TON	500	\$	\$
12	Adjust Utility Manholes and Cleanouts to Grade	EA	10	\$	\$
13	Replace Type E Loop Detectors	EA	36	\$	\$
14	Install Battery Backup System	EA	2	\$	\$

TO BE SUBMITTED WITH PROPOSAL

15	Replace (E) Ped Push Button with Touchless Accessible	EA	7	\$	\$
16	Adjust Utility Valves and Meters to Grade	EA	26	\$	\$
17	Traffic Striping and Signing	LS	1	\$	\$

TOTAL CONTRACT BID:

(Figures) \$ _____

(Words) _____

* In case of error in extension of price into the total price column, the unit price will govern.

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will be paid therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____ Dollar
s, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Name of Bidder

Signature of Bidder

BID PROPSOAL

PROJECT NO. JN 959

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom (www.crplanwell.com). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Bidder's Signature

Date

BID PROPOSAL

PROJECT NO. JN 959

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

BIDDER'S DECLARATION (Continued)

7. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Contractor's Business Name

Contractor (Print) Title

Business Address: Street

Signature Title

City State Zip

Contractor's License No. and Classification

Business Phone Number

Business Fax Number

Date

Name Title

Residence: Street

City State Zip

Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID PROPOSAL

PROJECT NO. JN 959

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

BID PROPOSAL

PROJECT NO. JN 959

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____ (place of execution), California_____.

Signature: _____ Name: _____

Title: _____ Company: _____

BID PROPOSAL

PROJECT NO. JN 959

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal,
and _____, as Surety,
are held firmly bound unto the City of Gardena in the sum of \$ _____;
_____ DOLLARS,

(not less than ten percent of total amount of bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, said Principal has submitted a bid to the City to perform all work required under the
following:

**PROJECT: Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.**

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and
in the manner required in the Specifications for said project, enters into the written form of
Contract bound with said Specifications and furnishes the required bonds, one to guarantee
faithful performance and the other to guarantee payment for labor and materials, then this
obligation shall be null and void, otherwise it shall remain in full force and effect. In the event
suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all
costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the
court. Surety hereby waives the provisions of California Civil Code §2845.

SIGNED AND SEALED, this _day of _____, 20_____.

_____(SEAL)
Principal

_____(SEAL)
Surety

BY: _____
Signature

BY: _____
Signature

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority
of any person signing as attorney-in-fact must be attached.

BID PROPOSAL

PROJECT NO. JN 959

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number

Not more than _____ %.

BID PROPOSAL

PROJECT NO. JN 959

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: _____

Three projects of this type recently completed:

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

BID PROPOSAL

PROJECT NO. JN 959

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

BID PROPOSAL

PROJECT NO. JN 959

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Name: _____

Title: _____ Company: _____

TO BE SUBMITTED WITH PROPOSAL

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

TO BE SUBMITTED WITH PROPOSAL

CONTRACT DOCUMENTS (CD)

**Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.**

PROJECT NO. JN 959

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

**AFTER
Award of Contract**

CONTRACT DOCUMENT

PROJECT NO. JN 959

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR."

The City and the Contractor mutually agree as follows:

ARTICLE I.

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in a good and workmanlike manner all work required by the Contract Documents for City Project No. JN, which is described as follows:

Title: Vermont Avenue Street Improvements, from Artesia Blvd. to Gardena Blvd.

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

By: _____
MAYOR (Sign)

By: _____
Sign / Title

Date: _____
SEAL

Date: _____

Attest:
By: _____
CITY CLERK (Sign)

Attest: (Contractor)
By: _____
Sign / Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY (Sign)

Date: _____

CONTRACT DOCUMENT

PROJECT NO. JN 959

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to _____, hereinafter designated as the "Principal", a Contract for:

PROJECT: Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, _____
as Principal, and _____
as Surety, are held and firmly bound unto the City in the sum of _____

Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and

Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN 959

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to _____, as Contractor, a contract for the work described as follows:

PROJECT: Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____ Dollars (\$ _____) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ 20 _____.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN 959

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

CONTRACT DOCUMENT

PROJECT NO. JN 959

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Company/Contractor _____

Name & Title _____

Signature & Date _____

CONTRACT DOCUMENT

PROJECT NO. JN 959

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.

GENERAL PROVISIONS

Vermont Avenue Street Improvements From Artesia Blvd. to Gardena Blvd. (JN 959)

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:

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|-----|-----------------------------|---|
| (a) | AGENCY | The City of Gardena, a California municipal corporation. |
| (b) | BOARD | The City Council of the City of Gardena |
| (c) | CONTRACT DOCUMENTS | Documents including but not limited to the proposal forms, Standard “Greenbook” Specifications, Special Provisions, Technical Provisions, Notice Inviting Bids, Instructions to Bidders, Bonds, Insurance, Contract and all Addenda setting forth any modifications of the documents. |
| (d) | ENGINEER | The City of Gardena Director of Public Works/City Engineer or his authorized representative. |
| (e) | BIDDER | An individual, co-partnership, association or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative. |
| (f) | LEGAL ADDRESS OF CONTRACTOR | The legal address of the Contractor to be the address given on the Contractor’s bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered. |
| (g) | LABORATORY | An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract. |

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 Contractor's attention is directed to the permit required for work within Union Pacific Railroad (UPRR) right-of-way. This work includes milling, overlay, and restriping of the pavement within the railroad right-of-way as depicted on the Plans. The contractor shall coordinate with UPRR for this permit and adhere to all UPRR permit requirements. All costs associated with conforming to all requirements of the UPRR permit shall be included in the various items of work and no further compensation shall be allowed.

Secure all permits from all adjacent agency including City of Los Angeles as necessitated by the temporary traffic control plan and project plans.

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.

2-13 DRAWINGS AND SPECIFICATIONS ("RECORD" DRAWINGS). At all times, the

Contractor shall maintain at the project a "Record" set of Drawings and Specifications to include all executed addenda, change orders, and field orders.

Prior to each progress payment the Contractor shall deliver to the Engineer, a set of contract drawings with all applicable "as constructed" notes placed/recorded thereon. Failure to provide "as constructed" plans will cause progress payment to be withheld until information is provided to City.

After completion of the work and before final payment, the Contractor shall deliver to the Engineer a complete set of contract drawings with all applicable "as constructed" noted placed/record thereon. The final form and detail of these as constructed plans are subject to the acceptance of the Engineer.

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. Inspection shall be made once a day for areas ready for inspection. Areas or items that fail inspection or that are not ready for inspection shall be rescheduled by the contractor.

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

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.

3-10.4 Payment.

Full compensation for CONSTRUCTION SURVEY shall be included in the Contract Unit Lump Sum Price and shall include, but not to be limited to, construction staking, location and/or relocation of conflicting utilities, professional office services and field calculation, and furnishing all labor, materials, tools, equipment and incidentals for doing all work involved. No additional compensation shall be allowed therefore.

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 one year after acceptance of the work by the Agency to insure that defects, which may appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Engineer within thirty (30) days after written notice thereof by the Agency.

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 RESPONSIBILITIES

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.

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. 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.
AT&T - Long Distance	Joseph Forkert 22311 Brookhurst St #203 Huntington Beach, CA 92646	714-963-7964
Chevron Pipeline Company	Dave Zerler 2600 Homestead Pl Rancho Dominguez, CA 90220	310-669-4014 970-260-8959
Crimson Pipeline LP	Shenan Dean Lovrien 2459 Redondo Ave Signal Hill, CA 90755	562-285-4107
Golden State Water Company	Michael Carbajal 14835 S. Spring St Gardena, CA 90248	310-660-0320
City of LA	Felipe Rodriguez 4550 Santa Monica Blvd Los Angeles, CA 90029	323-913-4723
City of Gardena - Public Works Dept.	Jose Espinoza 1717 W. 162nd St. Gardena, CA 90247	310-217-9568
Crimson Pipeline	April Harvey 3760 Kilroy Airport Way, Ste 300 Long Beach, CA 90806	562-2852-4112
Crown Castle	Jeff Foutz	724-416-2973

Lumen	Aliyah Skaro 1025 El Dorado Blvd. Broomfield, CA 80021	
Cindy Smith	6 Centerpointe Dr., Ste 500 La Palma, CA 90623	714-880-1687
Southern California Gas Company - Distribution	Acun@socalgas.com	213-231-3270
Southern California Edison	Manuel Migueles 505 Maple Ave. Torrance, CA 90503	310-720-6086
Spectrum	Artura Fernandez 6357 Arizona Cir. Los Angeles, CA 90045	310-750-9099
Verizon	Asg.investigationsteam@asginc.us	
West Basin Municipal Water District	Frank Fuchs 17140 S. Avalon Blvd, Ste 210 Carson, CA 90746	310-660-6255

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 Day. The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 4:00 P.M., Monday through Friday except holidays. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

If the Contractor works beyond the allowed working hours without prior written approval from the Engineer, the Contractor may be charged Five Hundred (\$500) for each occurrence as required by the Engineer. The amount will be deducted from a progress payment or bond.

Contractor hereby acknowledges and shall be required to comply with the provisions of California Labor Code Section 1810 et seq. According to those sections, eight (8) hours of labor shall constitute a legal day's work. Contractor shall pay to the Agency a penalty of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day or forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

6-1.4 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 notify each property owner and/or tenant in the project area in writing five (5) working days prior to the start of construction. If pedestrian or vehicular access to private property is to be blocked, the Contractor shall again notify each property owner and/or tenant in writing five (5) working days prior to construction activities. The Contractor shall provide additional notices when a lapse time occurs during each phase/segment work.

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

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 whatever, 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. Work must be completed within working days specified for the project. In addition, the Contractor shall notify the City 24 hours in advance of the actual commencement of work.

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

6-9 LIQUIDATED DAMAGES. The amount of liquidated damages is hereby amended to **\$2,000** for each consecutive calendar day.

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 closure date for periodic progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

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.

7-3.4 MOBILIZATION. Mobilization will be amended to Mobilization / Demobilization and shall not exceed 5% of the total overall bid for the project. Mobilization will be paid at 50% at the beginning of construction and the remaining Demobilization will be paid as a percentage of work completed for the various items of work.

Mobilization shall include preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of all facilities necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on various Contract items on the project.

Demobilization shall include all work and operations necessary to perform final clean-up, moving personnel, equipment, supplies, and incidentals from the project site, removing all offices and other facilities that were necessary for work on the project, and all other work that must be performed or costs incurred prior to final acceptance of the work.

The Contractor shall promptly demobilize equipment no longer needed to perform the work.

All facilities (equipment, materials, etc.) required for Contractor's use shall be furnished and maintained by the Contractor at the locations designated on the Contract Drawings or as directed by the Engineer. The City does not permit storage of Contractor facilities (equipment, materials, etc.) in street right of way during non-working hours.

The Contractor shall furnish and maintain adequate number of portable sanitary facilities throughout the project duration for use by their own personnel and Subcontractors.

The security of all materials and equipment in the Contractor storage area shall be the responsibility of the Contractor. The City of Gardena is not liable for any theft or damage to materials or equipment in Contractor's storage area.

Payment for MOBILIZATION (5% Max) shall be at the Contract Lump Sum price and shall include full compensation for all labor, equipment and materials to construct the work complete in place including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 2-2, and all other applicable

permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items. Costs for mobilization/demobilization shall be included in the unit price bid for Mobilization, payment will be made based on percentage of project completion.

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	15

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. The Contractor shall provide the class of field office indicated below:

Class "A"

Class "B"

Class "C"

In the event none of the boxes are marked above, no specific field office will be required, and the use therefor of any field office will be at the Contractor's discretion. The location of any field office shall be as provided on the plans, in these Specifications or as designated by the Engineer.

END OF GENERAL PROVISIONS

TECHNICAL PROVISIONS

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 not be limited to implementation of the water pollution control and Best Management Practices for the protection of storm drain structures; saw cutting; excavation and disposal of materials; and coordination of utilities.

PART 2 – CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

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.

The City may hire a qualified soils engineer to perform all tests. If the material furnished by the Contractor fails any tests, the Contractor shall remove said material and shall complete the construction of the base with material acceptable to the Engineer at no extra cost to the City.

Costs for base material shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.2 Concrete Specified by Class and Alternate Class. Concrete shall be 520-C-2500 for curb-gutter, curb ramps, and sidewalk . Curing compound shall be Type 2 (if required).

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

Asphalt concrete shall be Type B-PG-64-10 for base courses.

203-11 ASPHALT RUBBER HOT MIX (ARHM).

203-11.3 Composition and Grading. Asphalt-Rubber shall be Class ARHM-GG-C, Standard Specifications Section 203-11 and Section 302-9.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Delete the entire Section 214 and replace with Section 81 and 84 of the latest edition of the Caltrans Standard Specifications and as modified by these Technical Provisions.

SECTION 84 - MARKINGS

84.2.03A General. Add the following:

Any and all new striping, pavement markings and legends shall be cat-tracked and approved by the Engineer prior to final installation. A minimum of three (3) working days' notice must be provided to the Engineer for approval prior to final installation. The Engineer will inspect the cat-tracking within 2 working days and notify the Contractor of any needed corrections or adjustments. Upon approval of the cat-tracking by the Engineer, the Contractor shall then complete the installation of all new striping, pavement markings and legends no later than 5 working days following the approval of cat-tracking.

APPLICATION

The Contractor shall install all traffic striping, pavement markings and curb paint on all streets no earlier than one (1) week and no longer than two (2) weeks after paving work is complete. All pavement striping, curb paint, markings, and legends on PCC surfaces shall be installed with (2) two coats of paint. All pavement striping, curb paint, markings, and legends on AC surfaces will receive thermoplastic application of striping, marking and legends. All pavement striping, curb paint, markings, and legends shall be coated with reflective beads meeting Caltrans requirements and shown on Caltrans approved materials listed.

All pavement striping, markings, legends and curb paint shall match the plans, unless otherwise directed by the Engineer. PCC surfaces will receive paint application, while AC surfaces will receive thermoplastic. Any pavement striping, markings, and legends that do not match the plan shall be corrected by the Contractor, to the satisfaction of the Engineer, no more than two (2) working days after receiving notification. All associated removals and installations, necessary to complete the work, shall be performed as outlined in these Technical Provisions per the lump sum price, and no separate compensation will be allowed therefore.

Existing thermoplastic and/or painted pavement striping, markings, and legends outside of the Work area shall be protected in place by the Contractor, unless otherwise directed by the Engineer. Contractor shall not proceed with the installation of any pavement striping, markings, and/or legends until after the Engineer has inspected and approved the required "cat-tracking", and has authorized the Contractor to proceed with said work. After completion of layout, the Contractor shall notify the Engineer, and allow for a minimum of two (2) business days after notification, for the Engineer to inspect the layout.

Contractor shall not proceed with the installation of striping, markings or legends until after the Engineer has inspected and approved the required layout, and has authorized the Contractor to proceed with said Work.

"Cat-track" marks shall be made in chalk and/or discreet marking paint only. "Striping" paint for the purpose of cat-tracking is prohibited.

Reflective pavement markers shall be placed on a location as established by the applicable Caltrans striping detail noted on the approved striping Plan, which includes, but is not limited to temporary painted line, new striping or existing striping. There shall be one marker for each location. All work necessary to establish satisfactory locations for markers shall be performed by the Contractor. Markers shall be Retroreflective Abrasion Resistant Apex model 921 or 921AR or equivalent, as approved by the Engineer.

Paint material for all pavement striping, markings and legends shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition, and these Technical Provisions. Stencils used to paint pavement markings must conform to the latest Caltrans approved Stenciling Standards. Add to Subsection 84-1.04, "Protection from Damage," of the Caltrans Standard Specifications, the following: Newly placed traffic stripes and pavement markings, which are damaged as a result of the construction work, and public vehicular and pedestrian traffic, shall be repainted to the satisfaction of the Engineer. All associated removals and installations, necessary to complete the work, shall be performed as outlined in these Technical Provisions at the sole expense of the Contractor, and no separate compensation will be allowed therefore.

84.2.03C(1) General. Delete the third paragraph:

84.2.03C(3)(a) General [Eighth paragraph, remove the second sentence and add the following]:

The 2nd coat of paint shall be applied seven (7) calendar days following the application of the 1st coat.

84-2.04 PAYMENT Delete the entire section and replace with the following:

Payment for painting of striping, installation of thermoplastic striping, installation of markings and installation of raised pavement markers will be at the contract unit price per Lump Sum for TRAFFIC STRIPING AND SIGNING and shall include full compensation for all labor, equipment and materials to construct the work complete in place and no additional compensation will be allowed therefore.

84-9.01 General Add the following:

REMOVALS

Prior to placing pavement, the Contractor shall remove all existing conflicting pavement markings within the work limits.

Upon completion of street resurfacing the Contractor shall immediately install temporary pavement markers (slurry tabs).

Slurry tabs shall be maintained daily. Missing or damaged tabs shall be replaced each day of construction, prior to striping.

The Contractor shall furnish and install traffic delineation and markings using paint "Cat Tracking," temporary marking tape, removable reflective tabs, or other approved media on the same working

day as existing stripes and legends are lost, including but not limited to stop bars, lane lines, and crosswalks to match new markings.

PENALTIES FOR NONCOMPLIANCE:

\$500 for each day slurry tabs/cat-tracking are not maintained to the satisfaction of the City.

The Contractor shall remark any markings that are partially or completely covered, including but not limited to striping, stop bars, crosswalks, wording, and symbols. Legends shall include but not be limited to the following: STOP, STOP AHEAD, ONLY, ARROWS, SIGNAL AHEAD, SLOW SCHOOL XING, BIKE LANE, and BIKE PATH.

All work and materials shall conform to the requirements of the Caltrans Standard Specifications, latest edition, and the latest edition of the Caltrans Traffic Manual.

SECTION 215 – SIGNS AND MARKERS

Insert entire Section 82 of the latest edition of the Caltrans Standard Specifications.

SECTION 82 – SIGNS AND MARKERS

82-2 SIGN PANELS

82-2.02 MATERIALS

82-2.02A General Add the following:

Description - This work shall replace existing sign posts, install new posts, reinstall existing signs, and install new signs as shown per plan.

The Contractor shall replace damaged and/or faded traffic signs and install new signs per the minimum requirements of California MUTCD, latest edition and these specifications. The signing work under this Contract consists of the installation of traffic signs and posts, and all appurtenant work thereto necessary for the proper construction of the contemplated improvements, in accordance with the Plans and Specifications.

Signing: Signing shall be in accordance with Caltrans Standard Specifications Section 56-2 and the California MUTCD, except as modified or supplemented herein.

- a) Post-mounted traffic signs shall be installed on “Unistrut” 2” galvanized square steel tubing with an anchor sleeve/breakaway base support, or approved equal.
- b) Signs to be installed on existing street light poles shall be installed using $\frac{3}{4}$ ” stainless steel banding straps, buckles, brackets, bolt and washer.
- c) All permanent signs shall be reflectorized using 3M high intensity grade sheeting for post mounted signs and 3M Diamond Grade sheeting for mast arm mounted non-illuminated street name signs. Sign material shall be 0.10-inch thick sheet aluminum, alloy 6061-T6 or alloy 5052-H36 or H38 and be manufactured in accordance with the California Manual of Uniform Traffic Control Devices (California MUTCD), latest edition.
- d) New signs shall be installed using new metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise.

e) The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts.

f) $\frac{1}{4}$ inch expansion paper shall be placed between the sign foundation and sidewalk where applicable.

g) Sign installations shall be in compliance with, and provide the minimum clearances required by the Americans with Disabilities Act.

Upon installation of a new sign post, the Contractor shall install new sign(s), reinstall existing sign(s), or relocate existing sign(s) as noted per plan.

Removal and disposal of old signs and signs posts shall be considered incidental, and no additional payment will be allowed.

Delete first sentence of third paragraph and add the following:

1. Phrase *Property of the City of Gardena*

82-3.02B Metal Posts Add the following:

Mounting for roadside sign shall be on Telspar, or approved equal, perforated metal posts. Posts shall be 14 gauge, 2.00" x 2.00", 12 feet in length (or more for multiple signs) and mounted on break-away sleeves.

82-3.04 Payment Add the following:

Payment for installation of replacement signs will be included in the contract unit price per Lump Sum for TRAFFIC STRIPING AND SIGNING and shall include full compensation for all labor, equipment and materials to construct the work complete in place including removing and replacing the sign and sign post at W. 167th Street as shown on the plans.

PART 3 – CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1. General. The following items of work are included under CLEARING AND GRUBBING:

- A. Provide clean topsoil and grading of parkways as directed by the Engineer to restore the parkway grades.
- B. Replacement of damaged pipe curb drain, as well as the coring and/or reinstatement of pipe curb drains.
- C. Protection of fences adjacent to and within the public right-of-way.
- D. Relocation of existing signs and warning devices.
- E. Painting new and repainting existing curb markings such as yellow, blue, white, green or red curb as indicated in the plans or in these Technical Provisions.
- F. Protect existing private/public irrigation systems, and repair irrigation systems damaged during construction. See sprinkler/irrigation systems and landscaping repair section for additional clarification of contractor responsibility.
- G. Protection of all existing improvements (public or private), unless shown to be removed/relocated/adjusted as part of the construction. The Contractor shall repair or replace these items if damaged with new materials equal to the original or better, as required by the Engineer.
- H. Protection of all utilities, walls, fences, hedges, buildings, concrete slabs, planters, and other private or public improvements not specifically shown to be removed as part of the construction. The Contractor shall replace these items, if damaged, with new material equal to the original or better, as required by the Engineer.

300-2 UNCLASSIFIED EXCAVATION

300-2.2.1 General All existing improvements, including those on private property, shall be protected in place. Any damage to and removal of these improvements shall be repaired and replaced by the Contractor at his expense.

All excavated material shall be immediately hauled away and disposed of outside the project limits. The Contractor shall be responsible for all damages and claims that may arise as a result of this disposal.

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 conform 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 resawn and removed before surfacing material is placed at the expense of the Contractor.

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum 4 inches departure from the straight cut every 2 feet.

The Contractor shall notify the Engineer within 24 hours after performing the 2-inch deep cold mill on the street pavement as indicated on the Plans. The Engineer will identify and delineate areas with poor pavement condition where an additional 4 inches (4" AC Digout) of existing asphalt pavement is to be removed.

If the milling exposes existing PCC pavement, the contractor shall leave the PCC pavement in place. Existing cracks, joints, and spalls on the exposed PCC pavement shall be sealed per the requirements of Section 302-1.

Payment for asphalt pavement removal shall be included in the Contract Unit price per Ton for REMOVE AND REPLACE AC PAVEMENT (4" AC DIGOUTS) and shall include full compensation for all labor, equipment and materials including sawcutting, excavating, removing, hauling, and disposing of existing asphaltic concrete pavement to construct the work complete in place and no additional compensation will be allowed therefore.

Payment for asphalt pavement removal and crack sealing determined by the Engineer in the field shall be included in the Contract Unit price per Ton for REMOVE AND REPLACE AC PAVEMENT (4" AC DIGOUTS FIELD DETERMINED BY THE ENGINEER) and shall include full compensation for all labor, equipment and materials including sawcutting, excavating, removing, hauling, and disposing of existing asphaltic concrete pavement to construct the work complete in place and no additional compensation will be allowed therefore.

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:

<u>Cracks, Joint Widths</u>	<u>Required Sealing Method</u>
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 PAVEMENT.

This work shall include placing AC pavement at locations noted per plan and as directed by the Engineer. Exact locations shall be marked by the City and confirmed in the field. AC shall be compacted to 90% minimum for the bottom 4" lift, The work shall include applying paint binder (tack coat) to all vertical and horizontal surfaces to be joined by new pavement.

302-5.2 PAYMENT

Payment for placing asphalt pavement shall be included in the Contract Unit price per Ton for REMOVE AND REPLACE AC PAVEMENT (4" AC / DIGOUTS) and shall include full compensation for all labor, equipment and materials to construct the work complete in place including sawcut, removal, disposal, PCC pavement crack repair (where applicable), and no additional compensation will be allowed therefore.

Payment for placing asphalt pavement in areas determined by the Engineer in the field shall be included in the Contract Unit price per Ton for REMOVE AND REPLACE AC PAVEMENT (4" AC DIGOUTS FIELD DETERMINED BY THE ENGINEER) and shall include full compensation for all labor, equipment and materials including sawcutting, excavating, removing, hauling, and disposing of existing asphaltic concrete pavement to construct the work complete in place and no additional compensation will be allowed therefore.

302-9 ASPHALT RUBBER HOT MIX (ARHM).

302-9.1 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.

CONTRACTOR SHALL REMOVE ALL TRACKED ASPHALT MATERIALS FROM CONCRETE SURFACES AND RAISED PAVEMENT MARKERS.

302-9.3 Distribution and Spreading. Feather joint 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.

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

302-9.5 Joints. JOINTS SHALL NOT BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. JOINTS PLACED WITHOUT APPROVAL SHALL BE REMOVED AT THE SOLE EXPENSE OF THE CONTRACTOR.

302-9.7 Rock Dust Blotter. Rock dust blotter shall be provided and uniformly applied using a mechanical spreader at a rate of approximately 1.65 kilogram per square meter.

302-9.8 Measurement and Payment.

Payment for CONSTRUCT ASPHALT RUBBER HOT MIX PAVEMENT – 2” shall be per Contract Unit Price per Ton and shall be per thickness shown on the plans, based upon certified weigh master tickets. The unit price shall include all surface preparation, trackless tack coat, rock dust blotter, labor, tools, equipment, materials and incidentals to complete the work. No additional compensation will be allowed therefore.

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 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALK, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.5.3 Walk. The Contractor shall regrade the area at the back of sidewalk where the new sidewalk is constructed at a different grade than existing sidewalk. The graded area shall have a maximum slope of 3:1 and 2% in City parkways. Fill material, if required, for this grading shall be furnished by the Contractor. All landscaping and irrigation in the graded area shall be repaired in accordance with Section 10-8 of these Technical Provisions.

All existing asphalt concrete ramping adjacent to the new sidewalk shall be removed and disposed of by the Contractor.

303-5.5.5 Alley Intersections, Access Ramps, and Driveways. The Contractor shall verify, with a “smart level”, that maximum ramp and sidewalk grades do not exceed maximum grades indicated on the project plans, when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb access ramp locations. It shall be the Contractor’s responsibility to supervise and utilize the proper experienced personnel to ensure that the proper saw cut limits are established for all access ramp locations and the Engineer shall not be responsible to direct the Contractor’s crews or otherwise serve in this management capacity. The Engineer shall be present to verify the concrete forms, prior to the Contractor pouring any PCC construction improvements for the curb access ramp.

The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum grades indicated on the project plans. Limits of the new access ramp shall be reviewed and approved by the Engineer prior to saw cutting. Typical construction tolerances to construct the new access ramp shall not apply and maximum grades indicated on the project plans shall not be

exceeded. The Contractor shall be responsible to remove and reconstruct access ramps at his own cost if ramps are deemed non-compliant with the project plans and these Technical Provisions.

Where the type of access ramp includes a retaining curb at the back of access ramp to make up for a difference in elevation between the existing grade and access ramp grade, the construction of said retaining curb shall be considered as part of the access ramp work.

The access ramp construction work shall include all related adjustments of pull boxes, pull box covers, and protection of traffic signal poles and signs that fall within the proposed access ramp construction limits.

Special Note To Contractor:

Prior to constructing a curb ramp where physical site constraints do not allow the access ramp construction to fully meet the requirements/standard plans as indicated on the project plans, the Contractor shall so notify the Engineer for direction in advance of construction.

Detectable Warning Surface. Curb ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps in conformance with Caltrans Standard Nos. A88A and A88B and these Technical Provisions. The detectable warning surface shall be cast in place tactile tiles manufactured by Armor-Tile or approved equal. The color of the detectable warning surface shall be yellow conforming to Federal Color No. 33538.

The finished surfaces of the detectable warning surface shall be free from blemishes.

Submittals

- A. Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.
- B. Samples for Verification Purposes: Submit two (2) tile samples minimum 6" x 8" of the kind proposed for use.
- C. Shop drawings are required for products specified showing fabrication details; composite structural system; plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure.
- D. Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a cast-in-place tactile tile system as certified by a qualified independent testing laboratory.
- E. Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile tile and accessory as required.

The manufacturer shall provide a written 5 year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound on cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

The bid item for retrofitting existing access ramp is for the access ramp that needs replacement of damaged detectable warning surface. Work shall consist of removing existing detectable warning surface, repairing adjacent damaged PCC, and installing new detectable warning surface.

303-5.9 Measurement and Payment.

Payment for REMOVE AND RECONSTRUCT CURB AND GUTTER shall be per the Contract Unit Price per Linear Foot and shall include full compensation for all labor, equipment, tools and materials to remove and construct the work complete in place, including sawcutting, root pruning, complete removal of underlying subgrade and base, subgrade preparation and compaction, disposal, and no additional compensation will be allowed therefore.

Payment for REMOVE AND RECONSTRUCT CONCRETE SIDEWALK shall be per the Contract Unit Price per Square Foot and shall include full compensation for all labor, equipment, tools and materials to remove and construct the work complete in place, including sawcutting, removal and construction of PCC sidewalk all joints as shown in the standard plans and construction details, protection of existing trees, parkway restoration, sleeving of drainage outlets through curb, and no additional compensation will be allowed therefore.

The unit bid price shall include all work necessary to complete the sidewalk reconstruction at each location including excavation.

Payment for REMOVE AND RECONSTRUCT CONCRETE CURB RAMP shall be per the Contract Unit Price per Each and shall include full compensation for all labor, equipment, tools and materials to construct the work complete in place, including sawcutting, complete removal of underlying subgrade and base, subgrade preparation and compaction, disposal, installation of joints as shown in standard plans and construction details, furnishing and installing cast-in-place detectable warning surface, sidewalk between the ECR and BCR, landing, curb and gutter between the ECR and BCR, integral retaining curb, adjusting all affected pull boxes to finished grade where required (including the adjustment of conduit sweeps and conductors when conflicting), protection of existing trees, parkway restoration, sleeving of drainage outlets through curb, and no additional compensation will be allowed therefore.

Payment for REMOVE AND REPLACE DETECTABLE WARNING SURFACE shall be per the Contract Unit Price per Each and shall include full compensation for all labor, equipment, tools and materials to remove existing detectable warning surface and interfering portions of existing concrete curb ramp to install the work complete in place, including sawcutting, and no additional compensation will be allowed therefore.

Payment for INSTALL CONCRETE CROSS GUTTER shall be per the Contract Unit Price per Square Foot and shall include full compensation for all labor, equipment, tools and materials to construct the work complete in place, including sawcutting, complete removal of underlying subgrade and base, subgrade preparation and compaction, disposal, installation of joints as shown in standard plans and construction details and no additional compensation will be allowed therefore.

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 fire hydrant in the project area shall be marked by placing a double-sided raised pavement marker with reflective blue markings on each side. The marker and adhesive shall be equivalent to Caltrans pavement markers.

Place one marker 6 inches from street centerline toward hydrant on a line projected approximately perpendicular to curb. Place two markers if hydrant is on a corner, one on each street.

PART 4 – EXISTING IMPROVEMENTS

SECTION 401 - REMOVAL

401-3. CONCRETE AND MASONRY IMPROVEMENTS.

401-3.2 Concrete Curb, Walk, Bus Pad, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections.

Concrete sidewalk construction shall include removal and disposal of existing interfering structures, tree roots, objects, soil, etc. Contractor shall remove and replace any inadequate existing base material with compacted CMB.

Any damaged utility boxes, traffic signal pull boxes, etc., shall be replaced. All boxes shall be adjusted to grade and all costs for this work shall be incidental and included in this item of work.

Concrete curb and gutter construction shall include removal and disposal of existing interfering structures, objects, soil, etc.

Curb & gutter to be replaced shall be installed at the same location as the existing on a straight grade across the limits of the replacement.

Curb Ramp construction shall include removal and disposal of interfering structures, objects and soil. Ramp shall be 4" thick concrete over 6" thick C.A.B.

Included in this construction is the adjustment and protection of sweeps, conduits, pull boxes, utility access frames and covers to finished grade and protection of traffic detectors, stub-outs

and homeruns. Traffic detectors damaged by the Contractor's operations shall be replaced at the Contractor's expense.

At locations where street lighting or traffic signal poles encroach into the curb ramp to be installed, concrete pedestals shall be constructed between finished grade and pole bases.

Removal, disposal and construction of adjacent curb & gutter, spandrel, and cross gutter shall be included. Ramp shall be poured separately from curb and gutter (min. 24hrs after curb and gutter).

Spandrels and cross gutters construction shall include removal and disposal of interfering structures, objects and soil.

Concrete to be removed shall be sawcut to a minimum depth of 5 inches at score marks or as marked by the City. Sawed edges, broken or chipped during construction shall be resawn at the contractor's expense. Increase in concrete quantity due to resawing shall not be considered for payment. Upon concrete removal, the City Parks Superintendent shall be informed to check and approve all roots to be removed. If he determines the tree cannot be saved, removal and planting of a new tree shall be per unit cost.

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum of 4 inches departure from the straight cut within every 2 feet. The edges of Portland cement concrete remaining in place shall be sawcut and shall have clean, solid vertical faces.

The Contractor is responsible for inspecting each location prior to submitting a bid.

Remove and replace defective concrete work with new materials. Permission to patch any defective areas shall not be a waiver of the Engineer's right to require complete removal of defective work if patching does not restore quality and appearance of work.

The Contractor shall remove all debris and perform all cleanup work to the satisfaction of the Engineer within 3 working days after forms have been removed at any location.

The Contractor shall regrade the area at the back of curb/gutter where the new curb/gutter is constructed at a different grade than existing curb/gutter. The graded area shall have a maximum slope of 3:1 and 2% in city parkways. Fill material, if required, for this grading shall be furnished by the Contractor. All landscaping and irrigation in the graded area shall be repaired to match existing.

Concrete removed shall be replaced within five (5) days after removal. All restorations shall be completed a maximum of five (5) days after concrete placement (i.e. backfill, grading of dirt, asphalt repave etc.) One Hundred (\$100) dollars per calendar day and location shall be charged to the Contractor for failure to comply with the above schedule as required by the Engineer.

SECTION 402 – UTILITIES

402-1.1 GENERAL. Adjustment of utility access openings shall include all work required to set access frames and covers flush with pavement. Adjustment of utility access openings shall be incidental to the associated item of work, and no additional payment will be made, therefore.

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.

402-7 PAYMENT.

Payment for adjusting of utility valves and meters to grade will be at the contract unit price per Each for ADJUST UTILITY VALVES AND METERS TO GRADE and shall include full compensation for all labor, equipment and materials to construct the work complete in place. No additional compensation shall be allowed therefore.

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL. Adjustment of utility manhole frame and covers shall include all work required to set access frames and covers flush with pavement. Adjustment of utility manholes shall be paid at the unit price bid, and no additional payment will be made therefore.

403-5 PAYMENT.

Payment for adjusting of manhole frames & covers and sewer cleanouts to grade will be at the contract unit price per Each for ADJUST UTILITY MANHOLES AND CLEANOUTS TO GRADE and shall include full compensation for all labor, equipment and materials to construct the work complete in place. No additional compensation shall be allowed therefore.

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.

COLD MILLED AREAS SHALL NOT REMAIN UNPAVED OVER MORE THAN ONE WEEKEND.

NOTE: ON LOCAL RESIDENTIAL STREETS, COLD MILLED AREAS SHALL NOT REMAIN UNPAVED OVER MORE THAN ONE DAY; ALL COLD MILLED AREAS SHALL BE PAVED THE FOLLOWING DAY.

404-11 MEASUREMENT AND PAYMENT.

Payment for MILL ASPHALT CONCRETE PAVEMENT – 2” shall be per the Contract Unit Price per Square Foot and shall include the cost for all sawcutting and/or cold milling, removal of asphalt concrete, compaction, unclassified excavation, haul away, and disposal to facilitate the construction of proposed improvements and no additional compensation will be allowed therefore.

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 reflective orange and reflective white stripes at an angle of 45 degrees. The strip width shall be in accordance with Table 5-1 "Barricade Characteristics" "Manual of Traffic Controls for Construction and Maintenance Work Zones".

During paving operations, barricades may be supplemented with minimum size eighteen-inch high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty feet. Traffic cones and delineators used within State right-of-way shall be a minimum size of twenty-eight inches high. At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided at the nearest prior intersection. "No Left Turn" signs shall be provided wherever required by the Engineer.

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street, or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Agency will place such necessary items and the Contractor shall be liable to the Agency for providing such devices in accordance with the following provisions:

1. For placing of barricades: \$5.00 per barricade for the first day or any part thereof and \$2.00 per barricade, per day, for each day thereafter or any part thereof. For flashers: \$2.50 per flasher for the first day or any part thereof and \$1.00 per flasher, per day, for each day thereafter or any part thereof. For traffic cones: \$1.00 per cone for each day or any part thereof.
2. In the event that the services of the Agency are required between the hours of 5:00 P.M. and 8:00 A.M., during the normal week or at any time on Saturday, Sunday or a Agency holiday, there shall be an additional charge to the above set forth minimums of \$188.00 for each service trip required.

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Agency. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs.

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

601-1 GENERAL. A minimum of two (2) lanes (one lane in each direction) shall be maintained at all times for a continuous flow of traffic, except as otherwise approved by the Engineer.

The Contractor shall provide two (2) Traffic Advisor Portable Changeable Message Signs, one week prior to the start of construction. The message text will include "VERMONT CONSTRUCTION ARTESIA TO 164TH" and start date. The Contractor shall be responsible for providing moving and programming the message signs during the entire duration of construction as directed by Engineer.

Lane closures shall be allowed between 8:00a.m. and 4:00p.m. only. No traveled lane shall be closed overnight without prior City approval. Access to private property shall be maintained at all times.

"Temporary No Parking" signs shall be posted no more than 100 feet apart at least 72 hours prior to work. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall not be posted on trees, traffic signal poles, utility poles, streetlights, or any other street furniture. Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. "Temporary No Parking" signs shall be maintained by the contractor at all times and shall be approved by the Engineer prior to posting. Cover existing street signs as directed by the Engineer.

"Temporary No Parking" signs shall be implemented for one week only (M-F) at a time. Signs shall be removed and reposted each week as needed and approved by the City.

DURING PAVING OPERATIONS, THE CONTRACTOR SHALL PROVIDE INDIVIDUALS AND EQUIPMENT DESIGNATED TO PERFORM AND MAINTAIN TRAFFIC CONTROL ONLY. The Contractor shall furnish, place and maintain all temporary traffic control devices required for the safe and orderly flow of vehicular and pedestrian traffic during construction. All Traffic control shall conform to the California Manual of Temporary Traffic Controls (California M.U.T.C.D.) or Work Area Traffic Control Handbook (W.A.T.C.H. Handbook).

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

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

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

The Contractor shall submit and obtain written approval of traffic control plans from the Engineer five (5) working days prior to implementing.

Temporary lane closures shall be allowed during working hours specified in these

Technical Provisions. Temporary lane closures maintained beyond the normal working hours may have a negative economic effect on the local residential, commercial/industrial business, and traveling public. Unless the Contractor secures prior written approval from the Engineer to maintain temporary lane closures beyond the working hours allowed, the Engineer may deduct a fee from a progress payment or bond for each temporary lane closure maintained beyond the allowed working hours. The fee will be assessed at a rate of Five Hundred (\$500) per each travel lane per each thirty (30) minute interval, or fraction thereof as required by the Engineer. In no event will work be allowed past 5 p.m.

601-4.5 PAYMENT. Payment for TRAFFIC CONTROL shall be at the contract lump sum price for all the items specified above and includes, but not limited to, advisory signing, removal and relocation of existing signage, temporary lane markings, construction restriping and removal, warning signs, delineators, barricades, flagmen, safety equipment, maintenance of traffic control, resident and business notifications, all labor, materials, tools, incidentals, necessary, and preparation of traffic control plans. Progress payment for this item shall be based on the percentage of work under this item completed at the time of billing.

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 700 – MATERIALS

700-5 TRAFFIC SIGNAL MATERIALS.

700-5.4.3 Cabinets.

The Battery Backup Cabinet system is to be installed with a Type 332, a separate battery cabinet shall be furnished and installed to house the batteries. The inverter shall be mounted inside the cabinet, preferably at the top. The BBS cabinet shall be Caltrans Version - 4 shelves (54"x 26"x 12"). See Appendix D

The battery cabinet shall be mounted on a separate concrete pedestal a few feet from the signal cabinet at a location designated by the Engineer.

Payment for Install Battery Backup System shall be made at the contract lump sum price and shall include full compensation for installing the Battery Backup Systems in the traffic signal cabinets, and installing batteries, rack-mount inverter, connection for power, pedestal mounted cabinet to house batteries, and rack-mount swing shelves, including all labor, materials, appropriate connectors, tools, equipment and incidentals, and for doing all the work involved in installing Battery Backup System, complete in place, as shown on the plans and specified in the Standard Specifications, the Special Provisions and these Technical Provisions, and directed by the Engineer. No additional compensation shall be allowed.

700-5.8 Detectors.

700-5.8.2 Inductive Loop Detectors. Loop detector wire shall be Type 2 and loop detector lead-in cable shall be Type B per Section 86-1.02F of the State of California, Department of Transportation Standard Specifications, and latest edition.

700-5.9 Measurement and Payment.

Payment for reinstating traffic loops will be at the contract unit price per Each for REPLACE TYPE E LOOP DETECTORS and shall include full compensation for phasing, temporary traffic signals, removals, replacements, conduits, backfill and pavement restoration, labor, materials, tools, equipment and incidentals necessary to restore vehicle detection as described herein. No additional compensation shall be allowed therefore.

NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ADDITIONAL MOVE-INS REQUIRED TO CONFORM WITH PHASING SEQUENCING.

SECTION 701 – CONSTRUCTION**701-13 GENERAL WIRES, CONDUCTORS AND CABLES.**

701-13.2 Splices. All conductor splicing shall conform to Section 87 of the Standard Specifications of the State of California, latest edition. All detector loop wire and lead-in cable shall be soldered at every splice or connection.

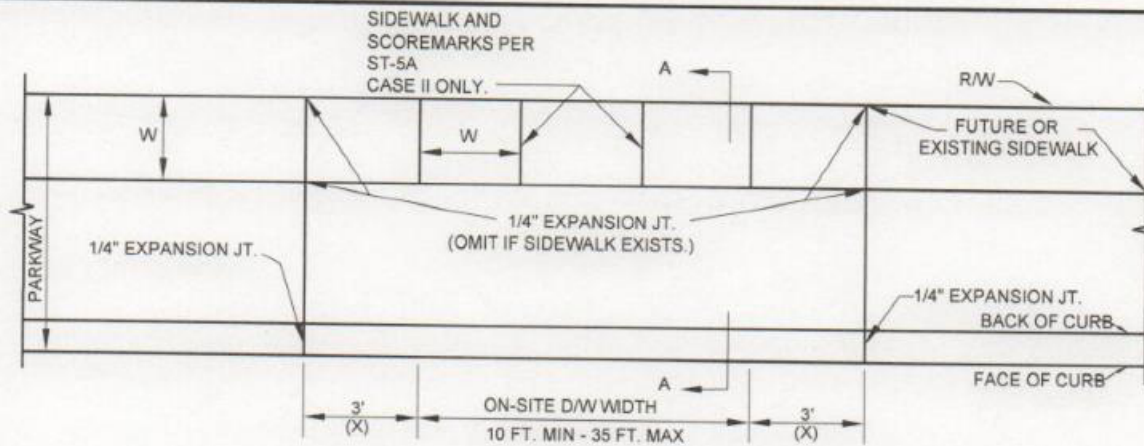
701-17.7.2 Pedestrian Push Buttons. Install 3 wire accessible pedestrian signal (APS) on the traffic signal to replace existing push button system. Remove and replace existing push buttons with Type B, Polara Bulldog No. BDL3-B or approved equal, with stainless steel button, black body on a green frame. Existing sign on existing push button frame shall be salvaged for reuse on new push button frame. Provide turn on support and turn over all equipment removed from existing traffic signal to the Engineer.

701-17.7.3 Measurement and Payment

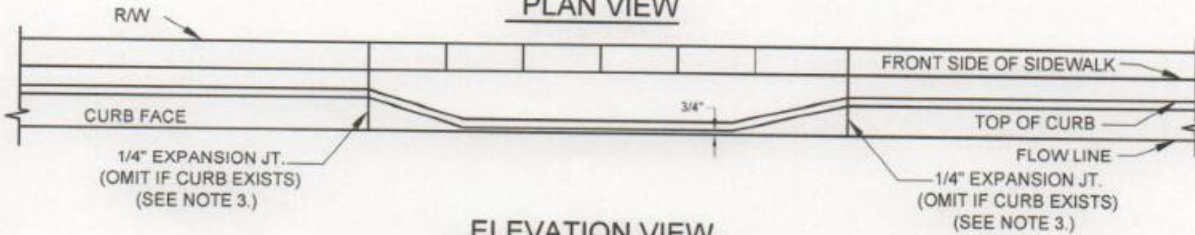
Payment for REPLACE (E) PED PUSH BUTTON WITH TOUCHLESS ACCESSIBLE and shall include full compensation for removals, replacements, wiring, materials, tools, equipment and incidentals necessary to perform the work complete in place and no additional compensation shall be allowed therefore.

END OF TECHNICAL PROVISIONS

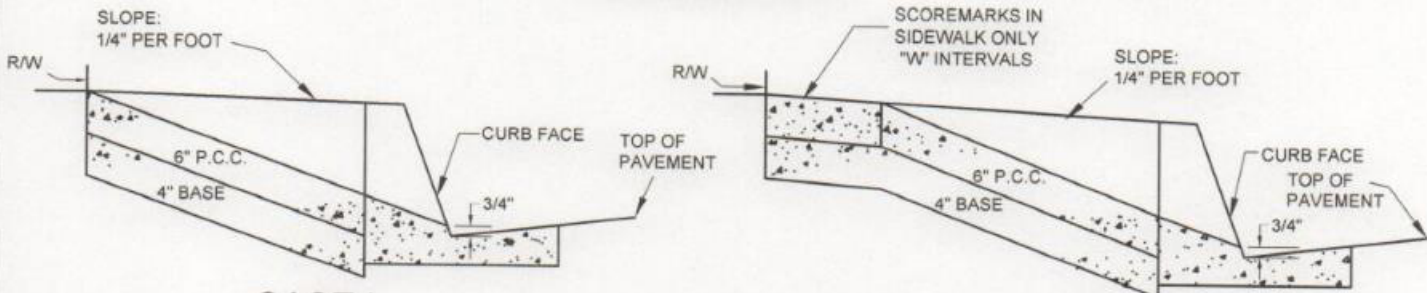
APPENDIX A: CITY STANDARDS



PLAN VIEW



ELEVATION VIEW



CASE I
(SEE NOTE 5.)

SECTION A-A

CASE II
(SEE NOTE 4.)

NOTES:

1. MINIMUM 20' OF FULL HEIGHT CURB REQUIRED BETWEEN DRIVEWAYS SERVING THE SAME LOT.
2. NO MORE THAN 60% OF LOT FRONTAGE SHALL BE USED FOR DRIVEWAY.
3. SAWCUT EXISTING CURB AT TOP OF "X" FOR JOIN.
4. WHEN PARKWAY IS 10' OR MORE, MEET SIDEWALK GRADE AT FRONT OF SIDEWALK.
5. WHEN PARKWAY IS LESS THAN 10', STRAIGHT GRADE FROM CURB DEPRESSION TO BACK OF SIDEWALK. REMOVE INTERFERING EXISTING SIDEWALK.
6. BASE SHALL BE CRUSHED AGGREGATE BASE PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
7. PORTLAND CEMENT CONCRETE SHALL BE CLASS 520-C-2500 PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
8. COARSE BROOM FINISH ON DRIVEWAY.
9. FINE HAIR BROOM FINISH ON SIDEWALK-CASE II ONLY.
10. 2' OF ASPHALT TO BE REMOVED WHEN REPLACING CURB AND GUTTER PORTION OF DRIVEWAY

CITY OF GARDENA

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

TITLE:
RESIDENTIAL DRIVEWAY

APP. BY: *[Signature]*
CITY ENGINEER

DATE
June 17, 2015

DESIGNED BY	JC	5/6/15
DRAWN BY	RS	5/6/15
CHECKED BY	JF	5/6/15

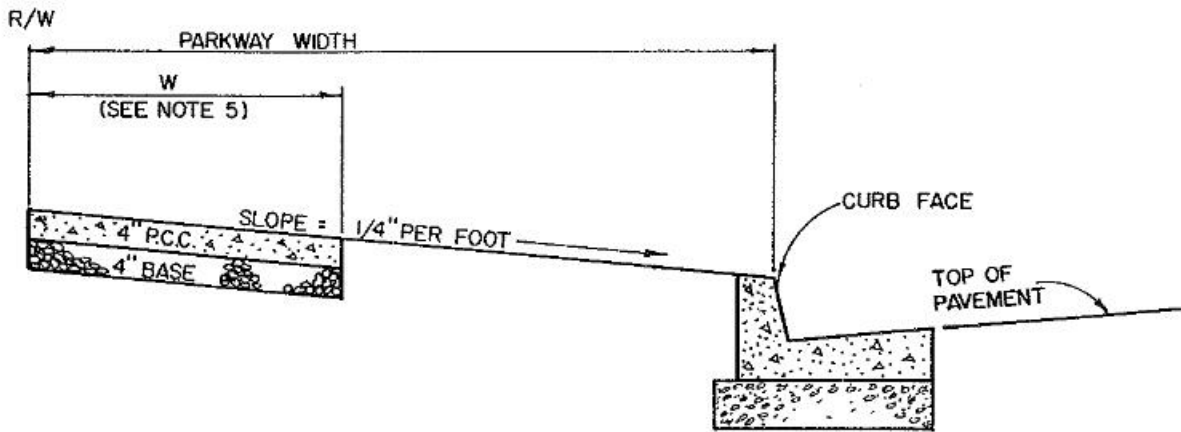
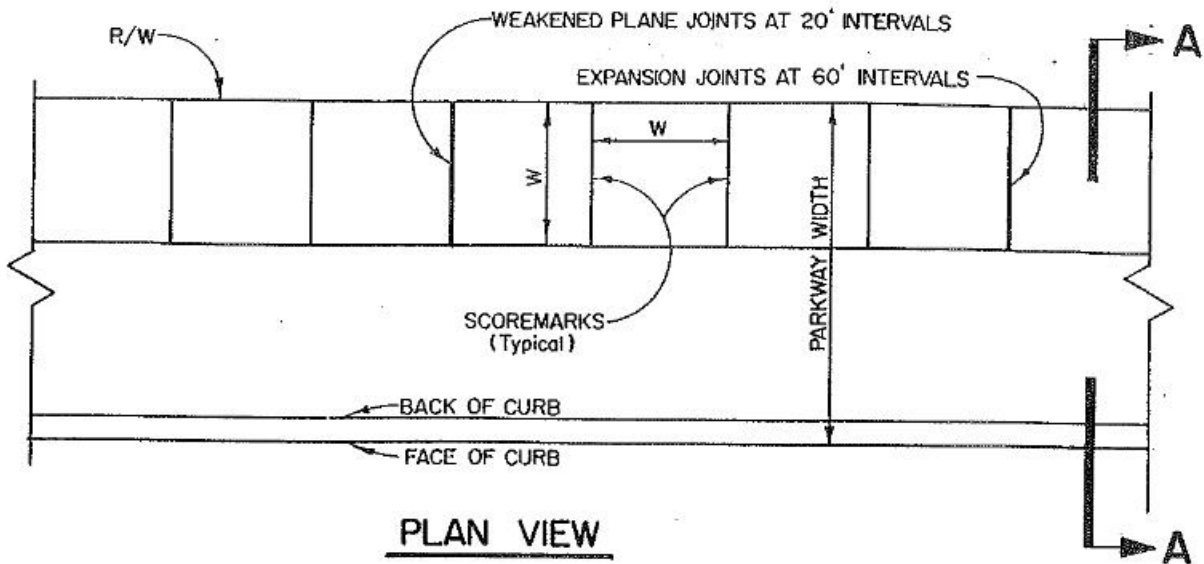
DWG. NO. **ST-2**

John

DRIVEWAYS

The following are requirements for driveway construction in street right-of-way:

1. Construction of driveways shall conform to standard drawings on file in the Engineering Division of the Public Works Department.
2. No driveway shall be greater than 60% of any lot dimension or less than 3.1 meters (10 feet) in width, excluding side slopes and returns.
3. No less than 6 meters (20 feet) of full height curb shall exist between driveways serving a single lot or parcel.
4. No less than 1.2 meters (4 feet) of full height curb shall exist between driveways serving contiguous lots or parcels unless a single driveway is constructed to serve both lots or parcels.
5. A single driveway may be constructed to serve contiguous lots or parcels and shall be no greater than 60% of the lot frontages in width and shall be constructed with at least 3.1 meters (10 feet) of width within the frontage of each lot or parcel, excluding side slopes and returns.
6. Driveways shall not encroach into curb returns.
7. Driveways shall not be constructed within 0.9 meter (3 feet) of utility poles or any structures.
8. No driveways shall be constructed or maintained at locations where physical features prohibit vehicles from parking entirely off the street right-of-way.
9. The sum of all driveway widths, excluding side slopes and returns, serving a single lot or parcel shall be no more than 60% of the frontage of the lot or parcel.



SECTION A-A

NOTES:

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."
2. WHERE EXISTING CONCRETE IS TO BE REMOVED, IT SHALL FIRST BE SAWCUT AT THE NEAREST SCOREMARK.
3. BASE SHALL BE **CRUSHED MISC. BASE** PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION"
4. "W" SHALL BE A MINIMUM OF 5' ON ARTERIAL & COLLECTOR STREETS, AND A MINIMUM OF 4' ON LOCAL STREETS.
5. FULL PARKWAY SIDEWALK, CONSTRUCTED PER STANDARD ST-5B, IS PERMITTED FOR MULTIPLE RESIDENTIAL ZONES WHICH FRONT ON ARTERIAL OR COLLECTOR STREETS.
6. NO SAWCUT ON CONTROL LINES.

NOTE:

NEW SIDEWALKS WILL REQUIRE CRUSHED MISCELLANEOUS BASE.
 SIDEWALKS (REPLACEMENT OF SIDEWALK) RECOMPACT EXISTING BASE MATERIAL.

CITY OF GARDENA

ENGINEERING DIVISION

TITLE:

RESIDENTIAL SIDEWALK

APP. BY:

[Signature] 12/16/98
 DATE

DESIGNED BY

DRAWN BY

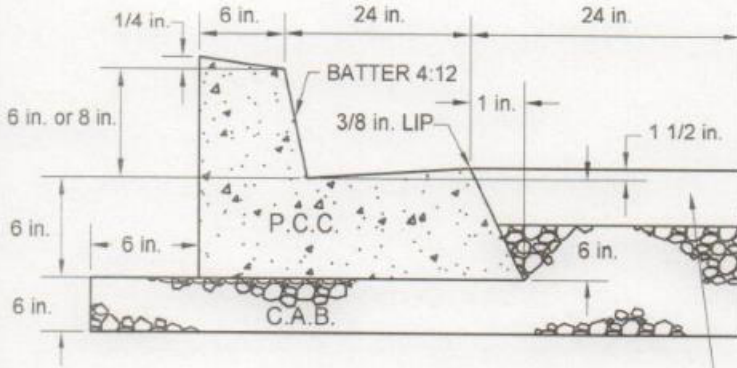
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A.W.D.

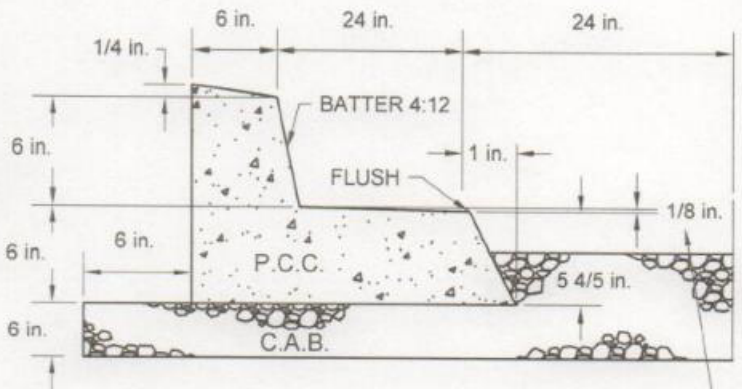
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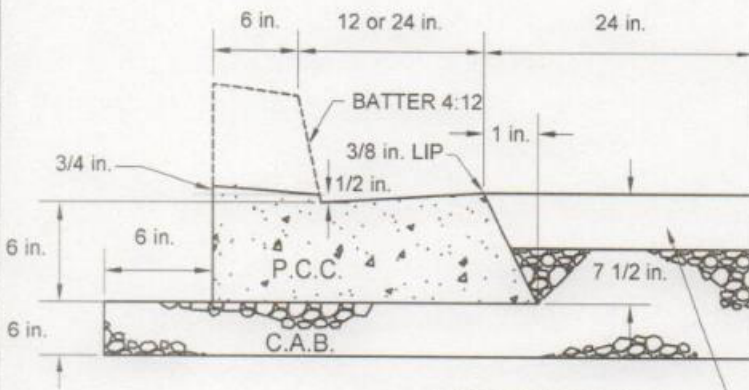
ST - 5A



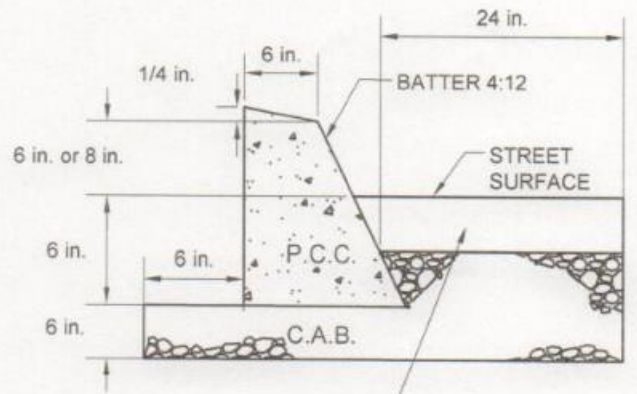
C-1 EXIST. THICKNESS + 1 in.
3 in. MIN. C2 PG 64-10
ASPHALT CONCRETE



C-3 EXIST. THICKNESS + 1 in.
3 in. MIN. C2 PG 64-10
ASPHALT CONCRETE



C-2 EXIST. THICKNESS + 1 in.
3 in. MIN. C2 PG 64-10
ASPHALT CONCRETE



C-4 EXIST. THICKNESS + 1 in.
3 in. MIN. PG 64-10
ASPHALT CONCRETE

NOTES:

1. 1/2 IN. EXPANSION JOINTS SHALL BE PLACED EVERY 60 FT. WEAKENED PLANE JOINTS PLACED EVERY 20 FT.
2. BASE SHALL BE CRUSHED AGGREGATE BASE PER THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
3. PORTLAND CEMENT CONCRETE SHALL BE 520-C-2500 PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
4. ALL EXPOSED CORNERS ON P.C.C. CURBS AND GUTTERS TO BE ROUNDED WITH 3/4 IN. RADIUS.
5. ALL ASPHALT CONCRETE AND P.C.C. TO BE REMOVED SHALL BE SAWCUT AT REMOVAL LIMITS. (MIN 5 IN. SAWCUT.)

CITY OF GARDENA

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

TITLE:

CURB AND GUTTER

APP. BY:

J. P. [Signature]
CITY ENGINEER

5/27/2015
DATE

DESIGNED BY

JC

5/6/15

DRAWN BY

RS

5/6/15

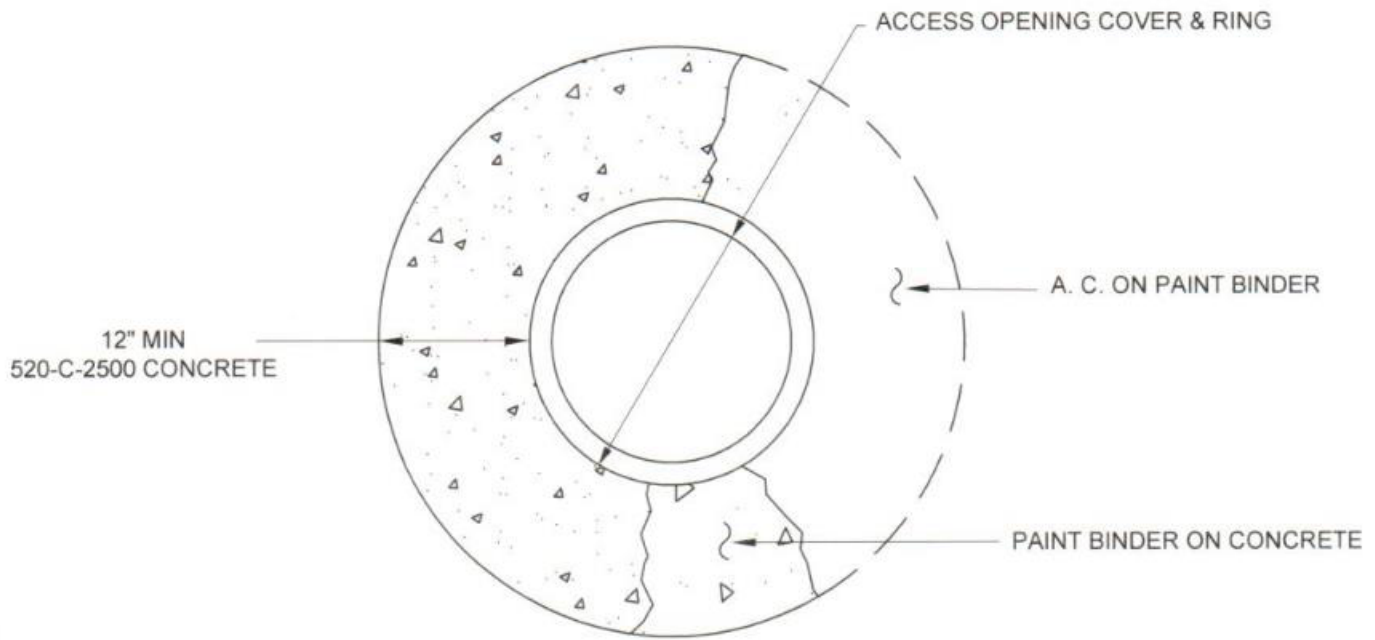
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JF

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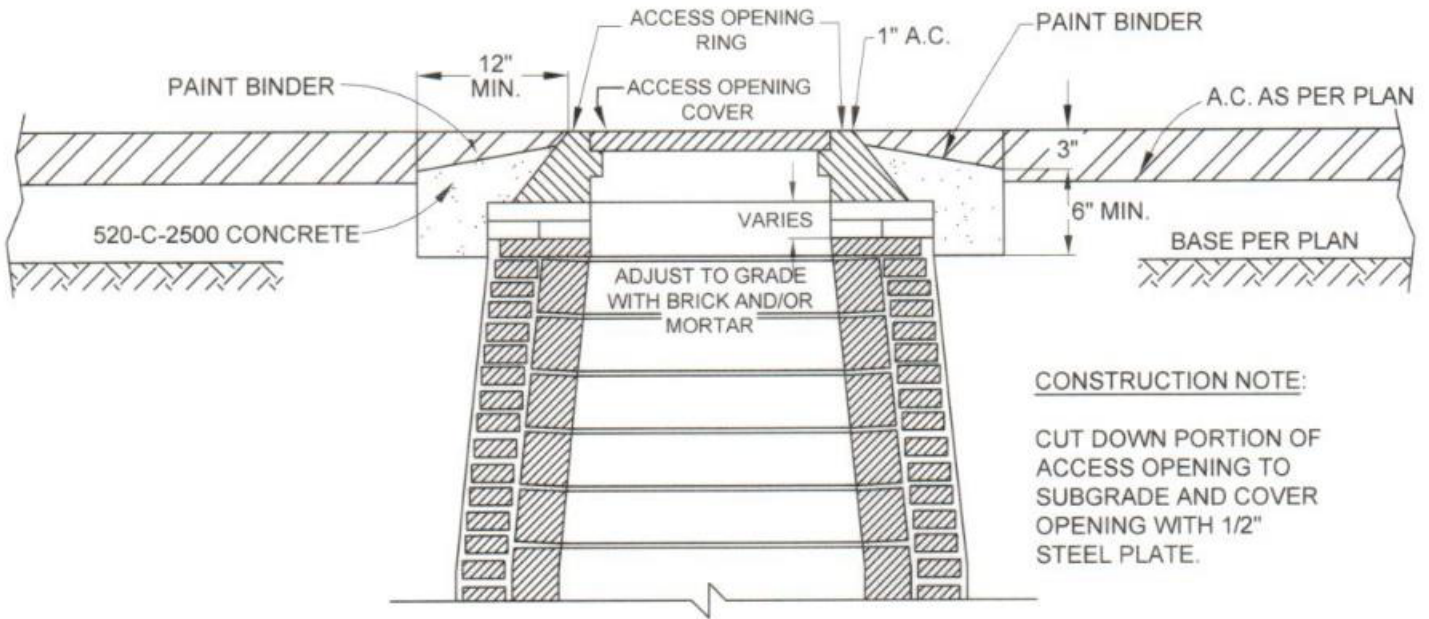
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PLAN VIEW

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



CROSS SECTION

CONSTRUCTION NOTE:

CUT DOWN PORTION OF ACCESS OPENING TO SUBGRADE AND COVER OPENING WITH 1/2" STEEL PLATE.

CITY OF GARDENA

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

TITLE:

ACCESS OPENING ADJUSTMENT

APP. BY:

CITY ENGINEER

8/3/2016
DATE

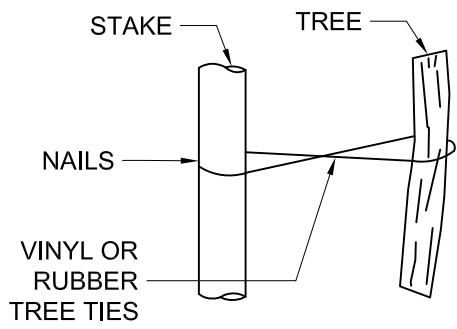
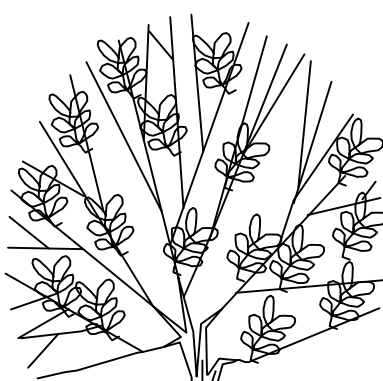
DRAWN BY
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JF

7/11/16
7/11/16

DWG. NO.

ST-9



BRACE DETAIL

2" DIA. 8' LODGE
PINE POLE MIN. 8" FROM
THE EAST & WEST SIDES OF
THE TREE

BLACK ROUND DRAIN GRATE CAP.
FASTENED TO PIPE
MAX. 1" ABOVE FINISHED SURFACE
(SEE SPECS)

4' x 4' TREE WELL

4" P.C.C. SIDEWALK OR
EXISTING GRADE

BASE MATERIAL

PVC SCH 40 PERF. PIPE
WRAPPED IN FILTER SOCK
(2 PER TREE)

ROOTBALL DEPTH

PLANTING PIT
LIMITS

12" MIN

1 CU FT. OF 3/4" DIAMETER CRUSHED
ROCK WRAPPED IN FILTER SOCK
(2 CU FT. FOR 36" BOX)

1/3 SOIL AMEND
2/3 NATIVE SOIL

SLOPE PLANTING HOLE TO
CORNER(S) WITH DRAIN PIPE

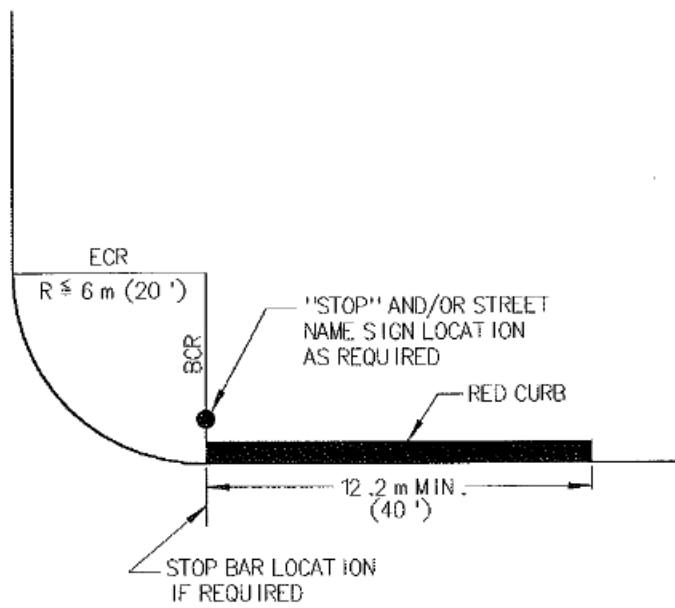
CITY OF GARDENA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

TITLE: **TREE PLANTING
DETAIL**
(FOR TREE WELLS ONLY)

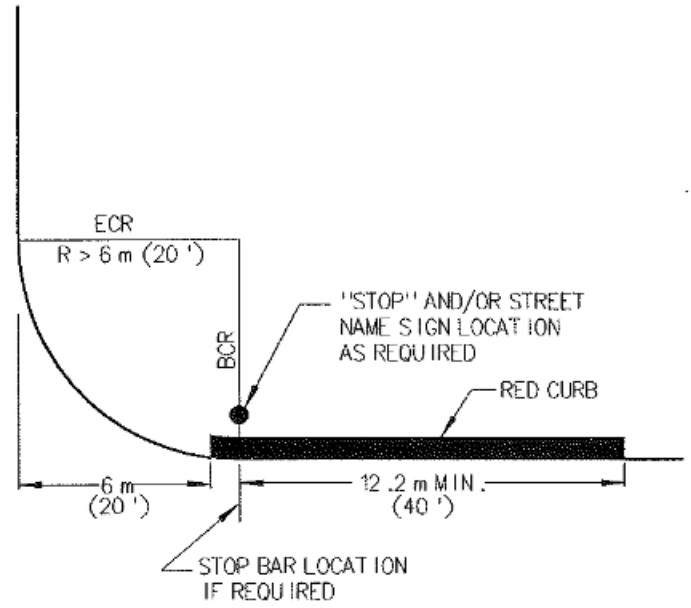
APP. BY: *Allan Rigg* 12/11/2021
PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE

DRAWN BY	EL	11/4/21	DWG. NO. ST-11B
CHECKED BY	WM	11/4/21	

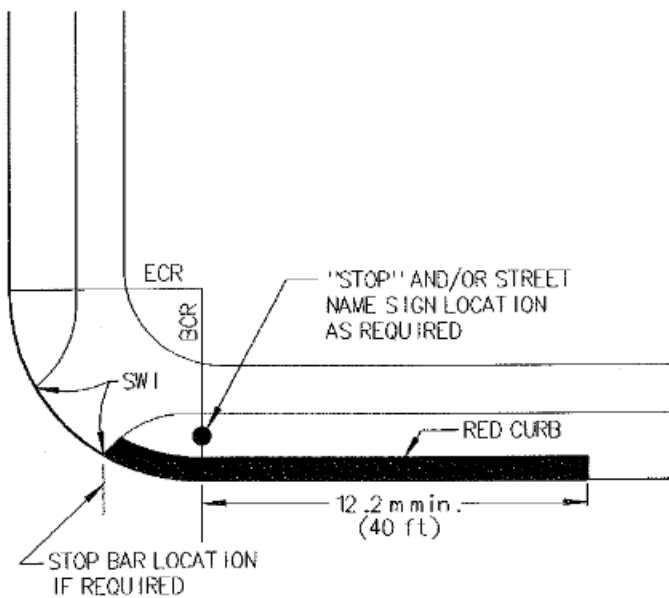
**CASE I - NO SIDEWALK OR FULL SIDEWALK
CURB RETURN RADIUS $\leq 20'$**



**CASE II - NO SIDEWALK OR FULL SIDEWALK
CURB RETURN RADIUS $> 6 m (20')$**



**CASE III - SIDEWALK INTERCEPT IN
CURB RETURN**



NOTES:

1. DO NOT USE RED CURB WHEN PARKING PROHIBITION SIGNS ARE IN PLACE.
2. SPECIAL RED CURB LENGTHS FOR ANGLE INTERSECTIONS WILL BE DETERMINED BY ENGINEERING.

CITY OF GARDENA

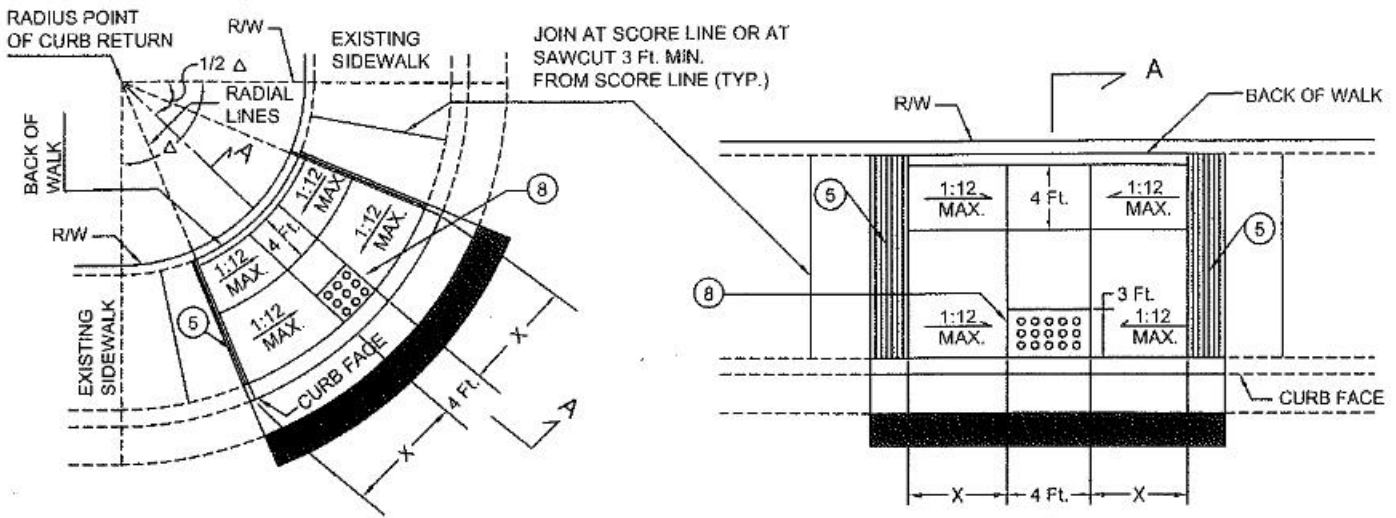
ENGINEERING DIVISION

TITLE: TRAFFIC CONTROL DEVICE
LOCATIONS AT CURB RETURNS

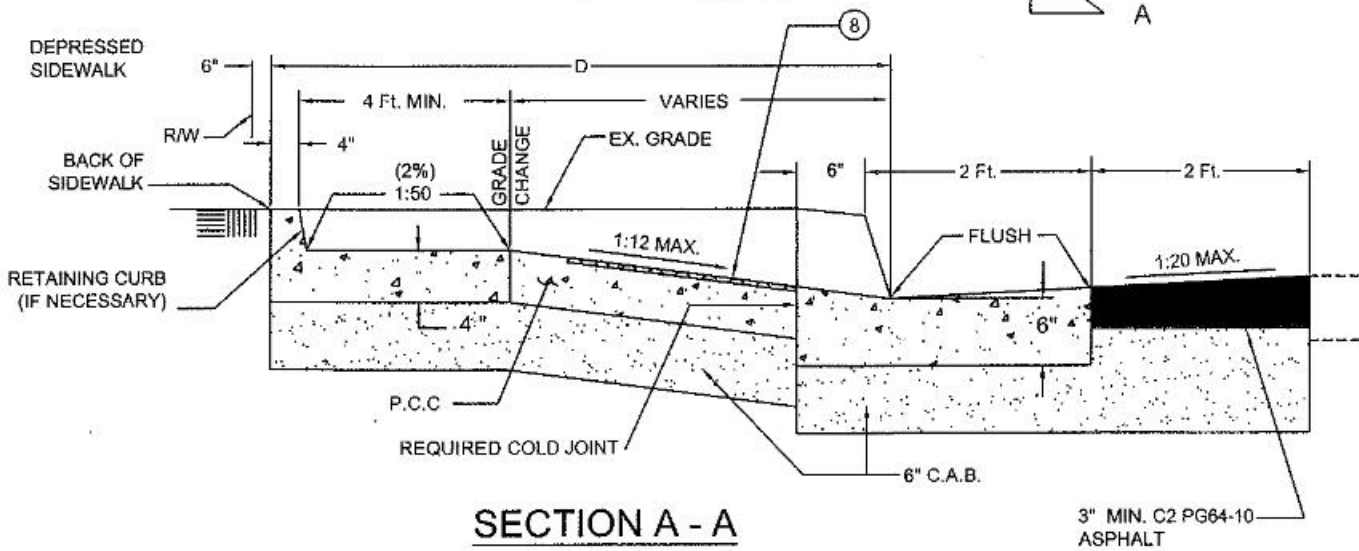
APP. BY: *[Signature]* 8/7/98
DATE

DESIGNED BY
DRAWN BY A.W.D. 8-07-98
CHECKED BY

DWG. NO. **ST - 17**



PLAN VIEW



SECTION A - A

NOTES

1. RAMPS SHALL BE CONSTRUCTED OF CLASS 520-C-2500 PORTLAND CEMENT CONCRETE 4" THICK OVER 6" CAB.
2. ADJUST UTILITY VALVE COVERS, UTILITY BOXES AND TRAFFIC SIGNAL BOXES TO FINISHED GRADE.
3. RAMP SHALL BE POURED SEPARATELY FROM CURB AND GUTTER (MIN. 24 HRS AFTER CURB AND GUTTER).
4. ALL EXISTING MATERIAL TO BE REMOVED SHALL BE SAWCUT. (MIN. 5" DEEP)
- ⑤ PLACE GROOVED BORDER 12" WIDE AT LEVEL SURFACE OF SIDEWALK. SPACE GROOVES AT 3/4" O.C. 1/4" WIDE X 1/4" DEEP GROOVE.
6. PROVIDE ROUGH BROOM FINISH THAT CONTRASTS WITH ADJACENT SIDEWALK ON ALL SURFACES OF RAMP UNLESS OTHERWISE NOTED.
7. FOR 8" CURB FACE, D > 14 Ft. OR 6" CURB FACE, D > 12 Ft. THE SIDEWALK NEED NOT BE DEPRESSED. PLACE A GROOVED BORDER. (NOTE 5) AT THE TOP OF RAMP.
- ⑧ 3'x4' CAST IN PLACE PREFABRICATED DETECTABLE WARNING SURFACE, ("ARMOR-TILE" OR APPROVED EQUAL), COLOR TO BE FEDERAL YELLOW, DOMES TO BE 'IN-LINE', PARALLEL TO CURB, WITH A HEIGHT OF 0.2", BASE DIAMETER OF 0.9", AND TOP DIAMETER OF 0.45", SPACED 1.66" O.C. (2.35" O.C. ON THE DIAGONAL). FIELD SURFACE AND TOP OF DOMES TO HAVE A DOTTED TEXTURE FOR SLIP RESISTANCE. DENSITY OF DOTS IN FIELD AREA TO BE 30 PER SQUARE INCH MINIMUM. INSTALLATION SHALL BE PER MANUFACTURER'S SPECIFICATIONS.

CITY OF GARDENA --- PUBLIC WORKS DEPT. --- ENGINEERING DIVISION

TITLE:

CURB RAMP

APP BY:

CITY ENGINEER

R.C.E. NO.

DATE

DESIGN BY

JC

DRAWN BY

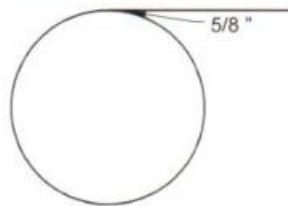
RS

CHECKED BY

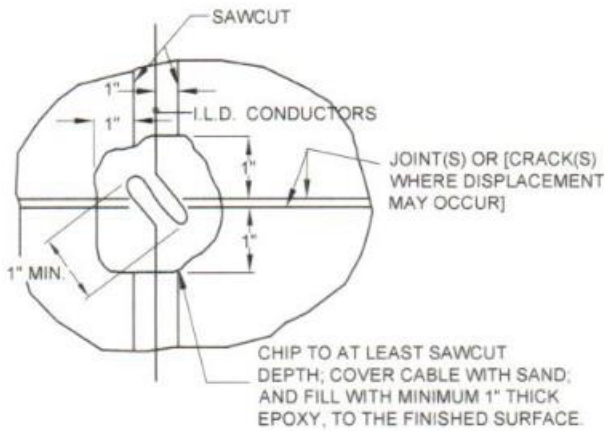
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DWG. NO.

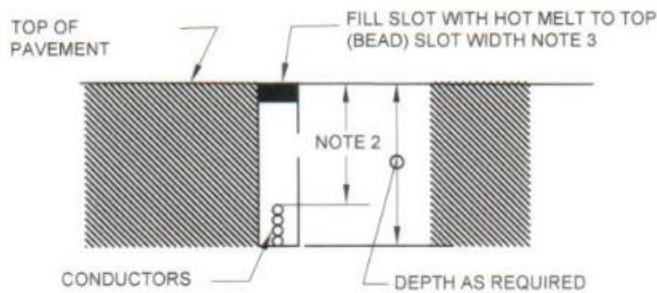
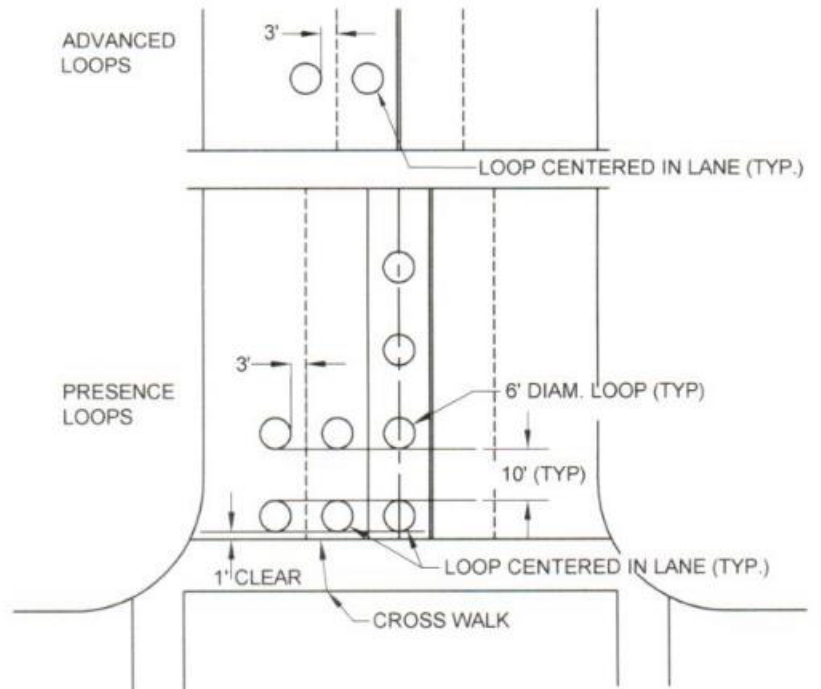
ST - 18



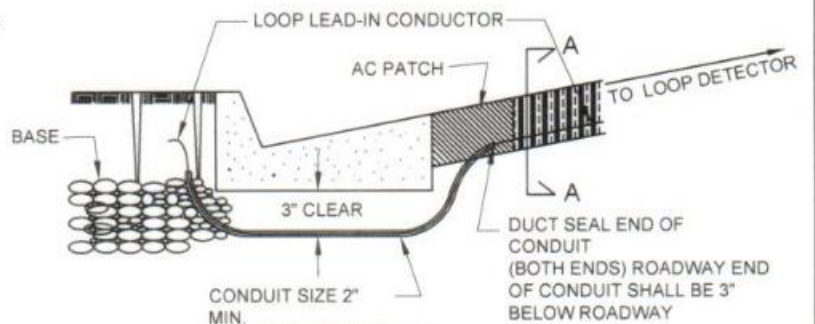
TYPICAL LOOP DETAIL



INDUCTIVE LOOP DETECTOR
EXPANSION JOINT



SECTION A - A



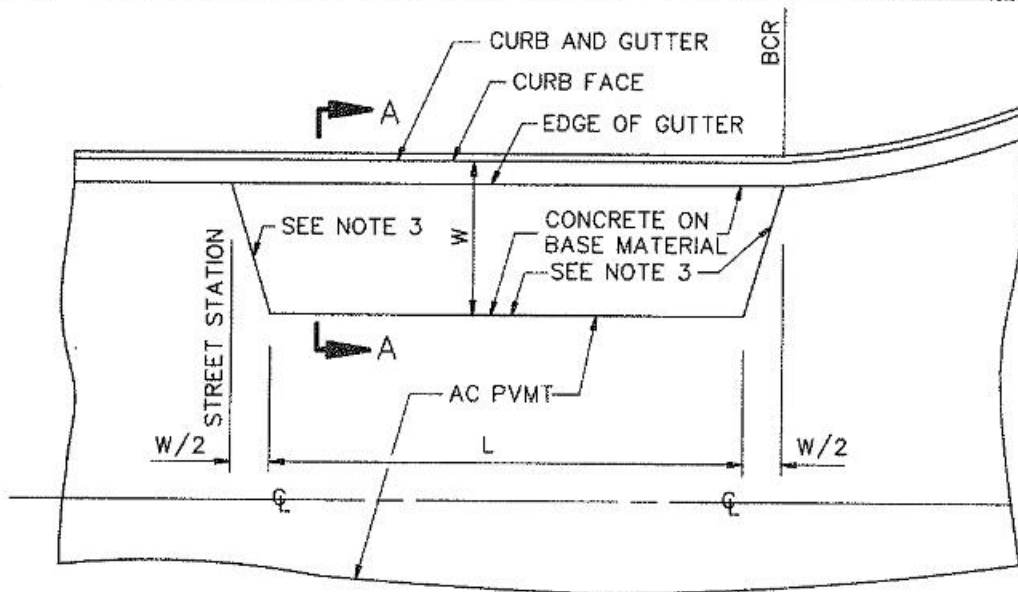
DETAIL A

CONSTRUCTION NOTES:

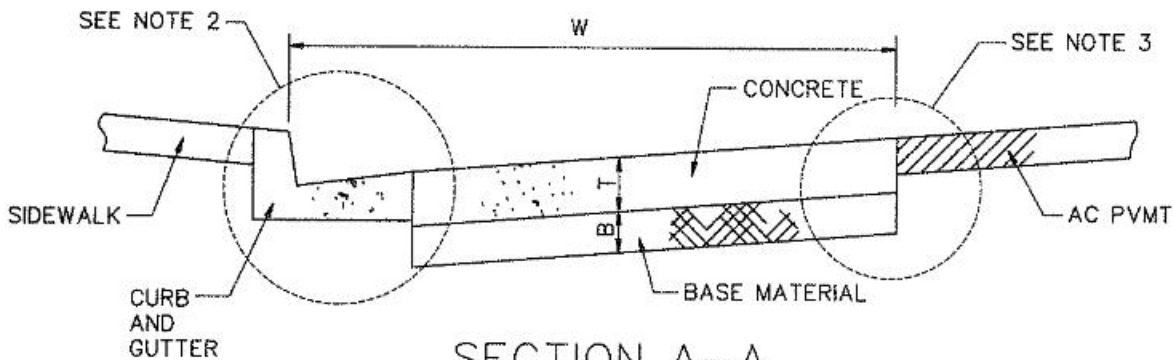
1. DURING CUTTING OPERATIONS A VACUUM MACHINE SHALL COLLECT ALL DEBRIS AND WATER.
2. LOOP AND HOMERUN CUTS SHALL BE INSTALLED TO THE MAXIMUM DEPTH POSSIBLE LEAVING A MINIMUM OF 1" OF CONCRETE OR ASPHALT IN THE BOTTOM AND A 3" TO 4" COVER IN ASPHALT, 2" COVER IN CONCRETE.
3. LOOP AND HOMERUN CUTS SHALL BE 5/8" WIDE.
4. HOMERUN CUTS SHALL BE:
 - CUT STRAIGHT
 - CUT 1' FROM ALL EXISTING CUTS AND ALL PROPOSED HOMERUNS; 2' FROM ALL LOOPS
 - CUT OUTSIDE OF ANY CONCRETE STORM DRAIN SPANDREL OR APRON
 - LAID OUT BY STRINGLINE BEFORE CUTTING AND APPROVED BY THE INSPECTOR AS NEEDED
5. LOOPS SHALL BE NUMBERED STARTING FROM THE INTERIOR LANE COUNTING BACK FROM THE LIMIT LINE.
6. SPLICES SHALL BE BUTT JOINED, SOLDERED WRAPPED IN RUBBER TAPE, DOUBLE WRAPPED IN ELECTRIC TAPE AND SCOTCH KOTE'D.

CITY OF GARDENA		PUBLIC WORKS DEPARTMENT		ENGINEERING DIVISION	
TITLE: TRAFFIC LOOP DETAIL		APP. BY: <i>[Signature]</i> CITY ENGINEER		DATE 8/3/2016	
		DRAWN BY SS		DWG. NO. ST-24	
		CHECKED BY JF		7/11/16	

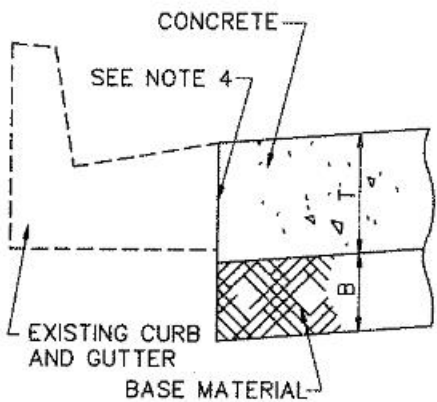
APPENDIX B: STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION



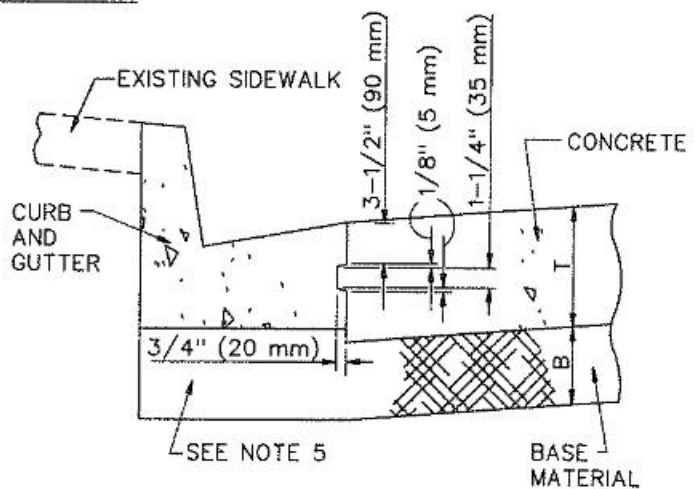
TYPICAL BUS PAD



SECTION A-A



SECTION B-B



SECTION C-C

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PRCULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1983
REV. 1996, 2009, 2021

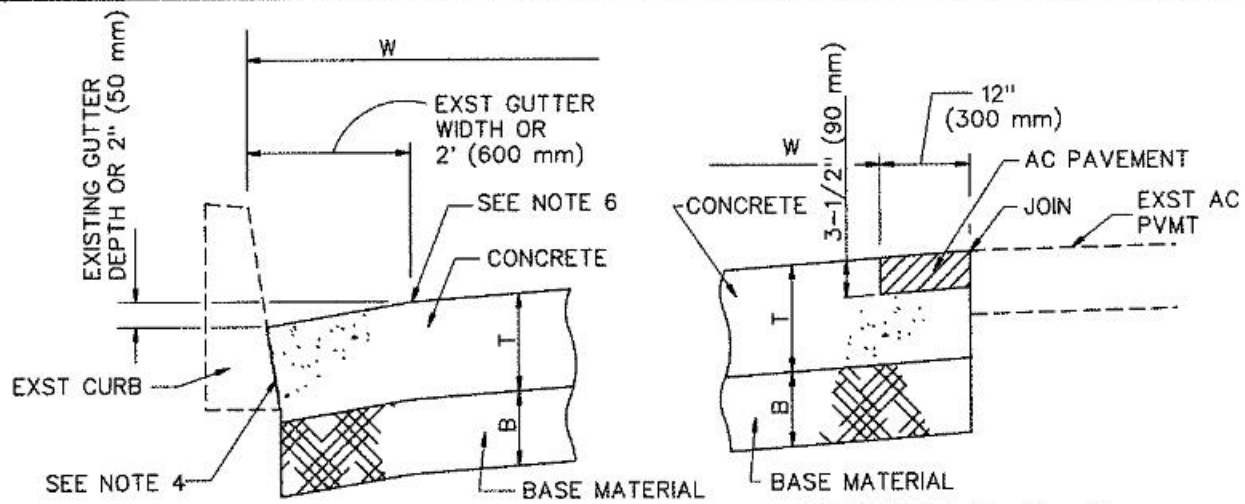
CONCRETE BUS PAD

STANDARD PLAN

131-3

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

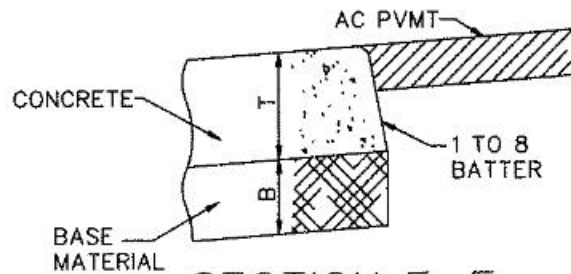
SHEET 1 OF 2



SECTION D-D

SECTION E-E

SEE NOTE 11



SECTION F-F

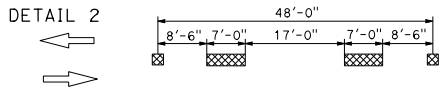
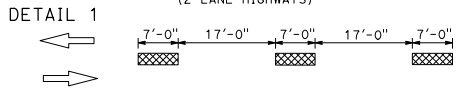
NOTES:

1. DIMENSIONS: (UNLESS OTHERWISE SHOWN)
 $L = 85'$ (26 m) $T = 8''$ (200 mm)
 $W = 10'$ (3 m) $B = 6''$ (150 mm)
2. USE SECTION B-B FOR EXISTING CURB AND GUTTER THAT IS TO REMAIN.
 USE SECTION C-C FOR NEW CURB AND GUTTER.
 USE SECTION D-D FOR EXISTING CURB THAT IS TO REMAIN.
3. USE SECTION E-E FOR EXISTING AC PAVEMENT.
 USE SECTION F-F FOR NEW AC PAVEMENT.
4. AT LOCATIONS WHERE CONCRETE PAVEMENT WILL ABUT EXISTING CONCRETE, AN EPOXY APPROVED BY THE ENGINEER SHALL BE APPLIED TO THE EXISTING CONCRETE SURFACES PRIOR TO CONCRETE PLACEMENT.
5. IF $B + T$ IS EQUAL TO OR GREATER THAN 12" (300 mm), BASE MATERIAL SHALL EXTEND UNDER NEW CURB AND GUTTER.
6. CONSTRUCT LONGITUDINAL WEAKENED-PLANE JOINT TO MATCH ADJOINING EXISTING GUTTER WIDTH, OR 2' (600 mm) IF NO ADJOINING GUTTER EXISTS.
7. USE 2"x4" (50 x 100 mm) HEADER TO FORM 3-1/2" (90 mm) STEP. TOP OF HEADER SHALL BE SET TO LINE AND GRADE.
8. ALL EXPOSED PCC CORNERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.
9. SURFACE OF CONCRETE SHALL HAVE A ROUGH TRANSVERSE BROOM FINISH.
10. IF SPECIFIED, THE EXISTING PAVEMENT MAY BE NEATLY SAWCUT AROUND THE DIMENSIONS OF THE BUS PAD, AND CONCRETE POURED DIRECTLY USING THE EXISTING PAVEMENT AS A FORM. THE CONCRETE EDGES SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.
11. CONSTRUCT TRANSVERSE WEAKENED-PLANE JOINTS IN BUS PAD PAVEMENT AT APPROX. 10' (3 m) INTERVALS.
12. CONSTRUCT TRANSVERSE WEAKENED-PLANE JOINTS IN BUS PAD PAVEMENT AT ALL EXISTING CURB/CURB & GUTTER CONSTRUCTION JOINTS AND WEAKENED-PLANE JOINTS.

APPENDIX C: CALTRANS STANDARDS

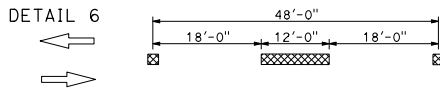
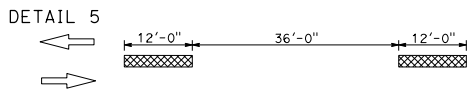
CENTERLINES

(2 LANE HIGHWAYS)



~~DETAIL 3~~ DETAIL 3 DELETED

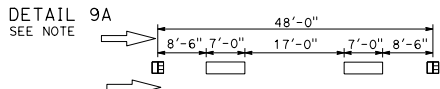
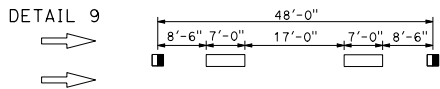
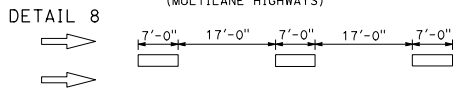
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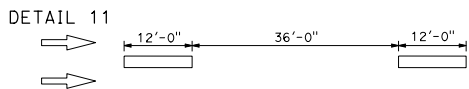
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LANELINES

(MULTILANE HIGHWAYS)

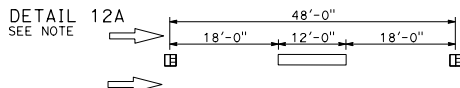
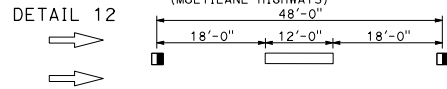


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LANELINES (Cont)

(MULTILANE HIGHWAYS)

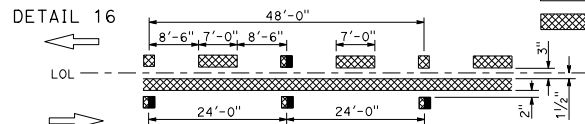
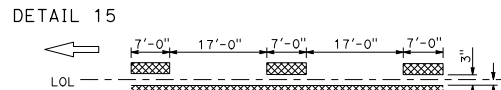


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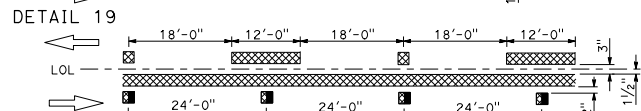
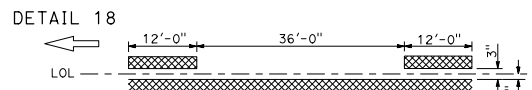
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~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

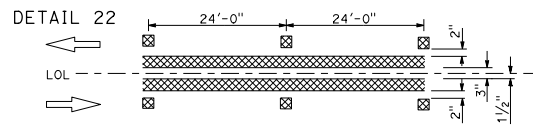
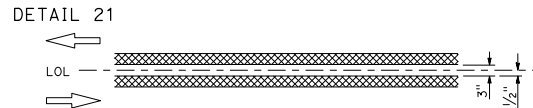


~~DETAIL 17~~ DETAIL 17 DELETED



~~DETAIL 20~~ DETAIL 20 DELETED

NO PASSING ZONES-TWO DIRECTION



~~DETAIL 23~~ DETAIL 23 DELETED

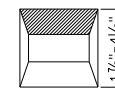
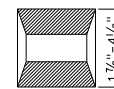
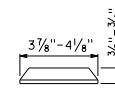
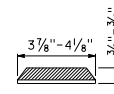
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D

TYPE G AND TYPE H

RETROREFLECTIVE FACE

NOTE:
FOR FREEWAY APPLICATION ONLY

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

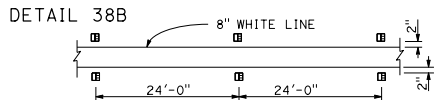
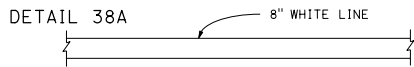
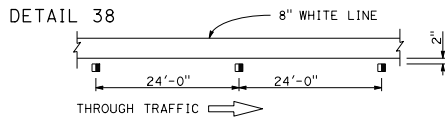
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

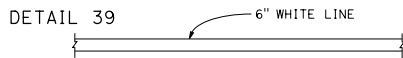
A20A

CHANNELIZING LINE

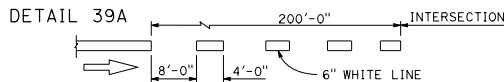


DETAIL 38C DETAIL 38C DELETED

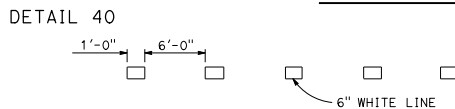
BIKE LANE LINE



INTERSECTION LINE BIKE LANE

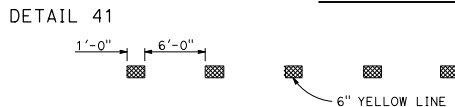


LANE LINE EXTENSIONS THROUGH INTERSECTIONS



DETAIL 40A DETAIL 40A DELETED




CENTER LINE EXTENSIONS THROUGH INTERSECTIONS



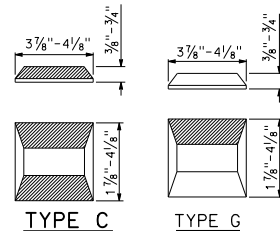
DETAIL 41A DETAIL 41A DELETED

LEGEND

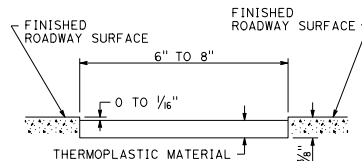
MARKERS

-  TYPE C RED-CLEAR RETROREFLECTIVE
-  TYPE G ONE-WAY CLEAR RETROREFLECTIVE
-  6" YELLOW LINE

MARKER DETAILS



 RETROREFLECTIVE FACE



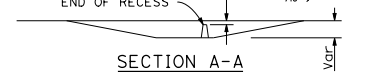
DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

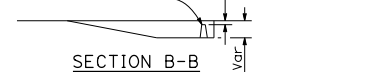
RECESSED THERMOPLASTIC NOTES

- A. See typical traffic line details for pavement marking patterns.
- B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.

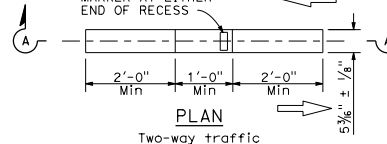
RETROREFLECTIVE PAVEMENT MARKER AT EITHER END OF RECESS 0 TO 3/16", SEE NOTE 3



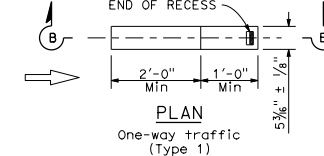
RETROREFLECTIVE PAVEMENT MARKER AT DOWNSTREAM END OF RECESS 0 TO 3/16", SEE NOTE 3



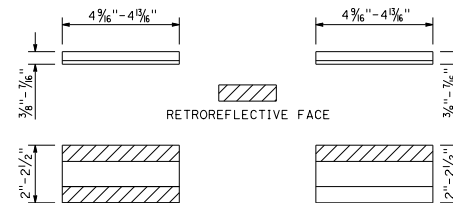
RETROREFLECTIVE PAVEMENT MARKER AT EITHER END OF RECESS



RETROREFLECTIVE PAVEMENT MARKER AT DOWNSTREAM END OF RECESS



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.

TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE


A20D

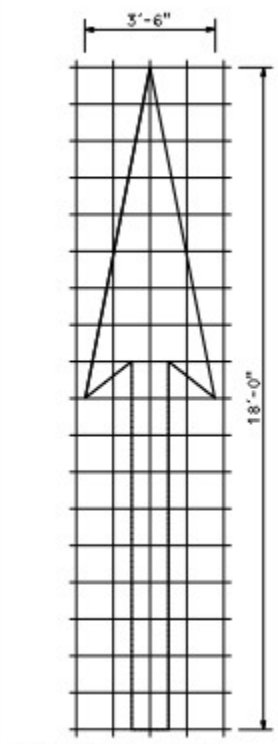
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

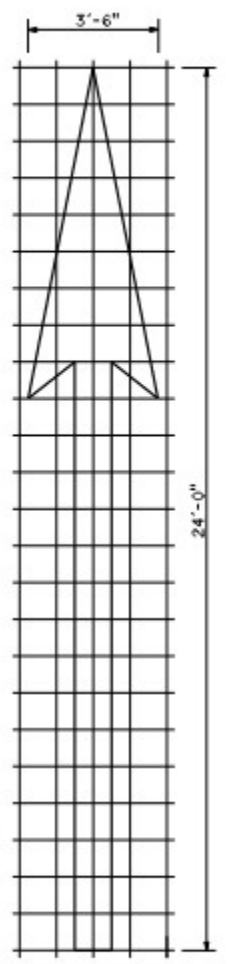
May 31, 2018
PLANS APPROVAL DATE

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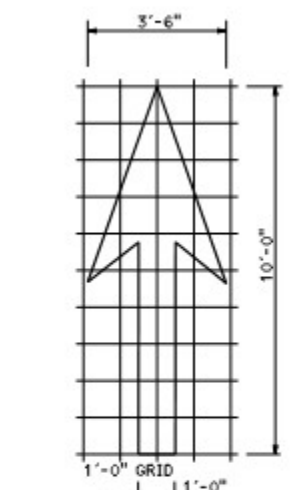




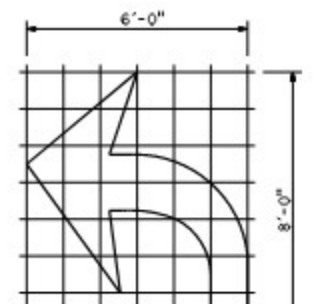
A=25 ft²
TYPE I 18'-0" ARROW



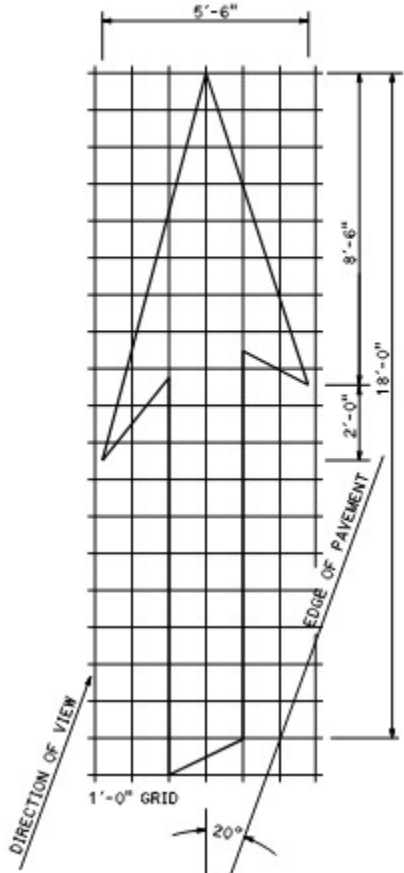
A=31 ft²
TYPE I 24'-0" ARROW



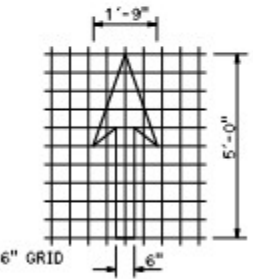
A=14 ft²
TYPE I 10'-0" ARROW



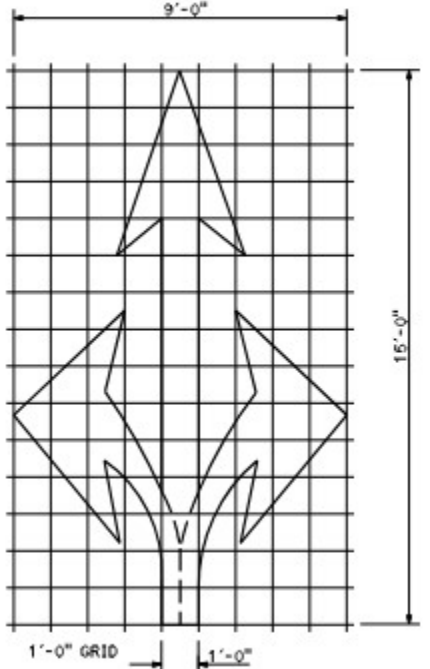
A=15 ft²
TYPE IV (L) ARROW
(For Type III (R) arrow, use mirror image)



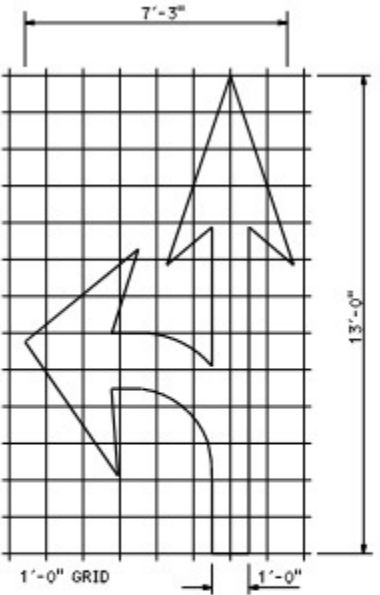
A=42 ft²
TYPE VI ARROW
Right lane drop arrow
(For left lane, use mirror image)



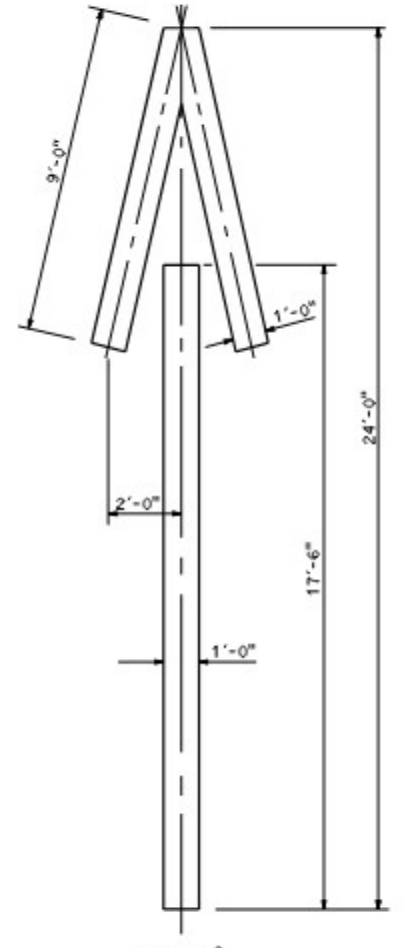
A=3.5 ft²
BIKE LANE ARROW



A=36 ft²
TYPE VIII ARROW



A=27 ft²
TYPE VII (L) ARROW
(For Type III (R) arrow, use mirror image)



A=33 ft²
TYPE V ARROW

NOTE:
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

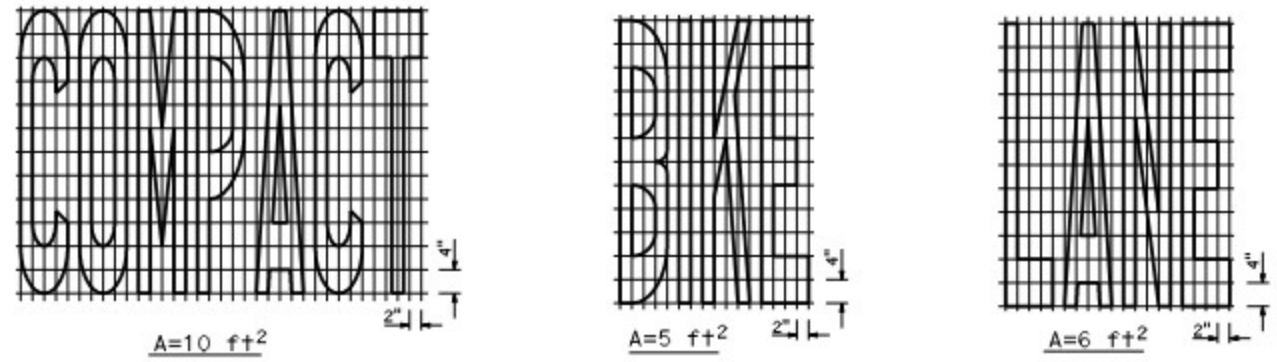
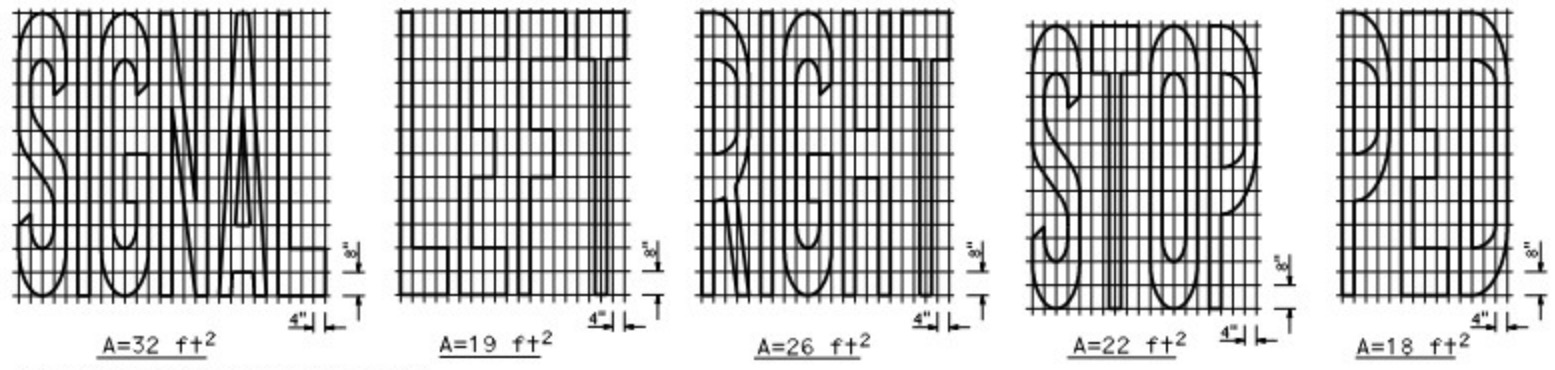
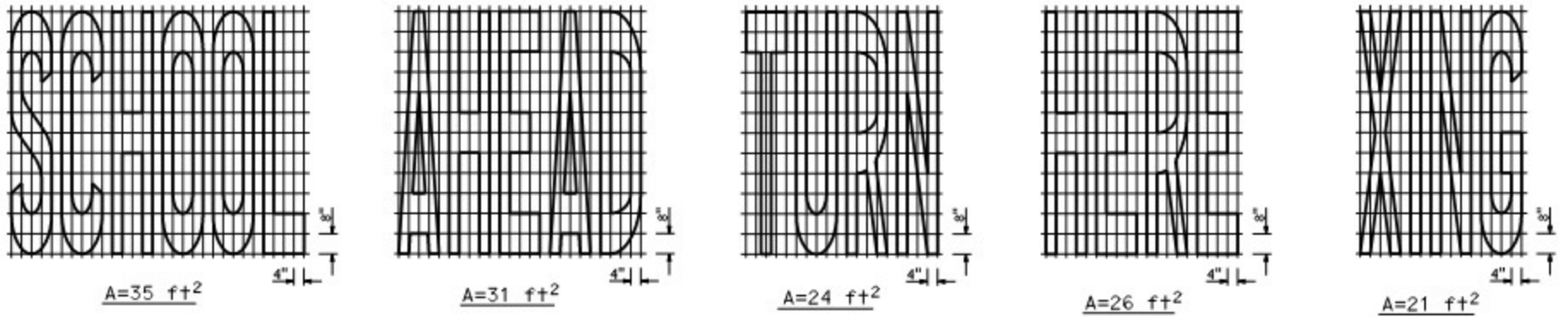
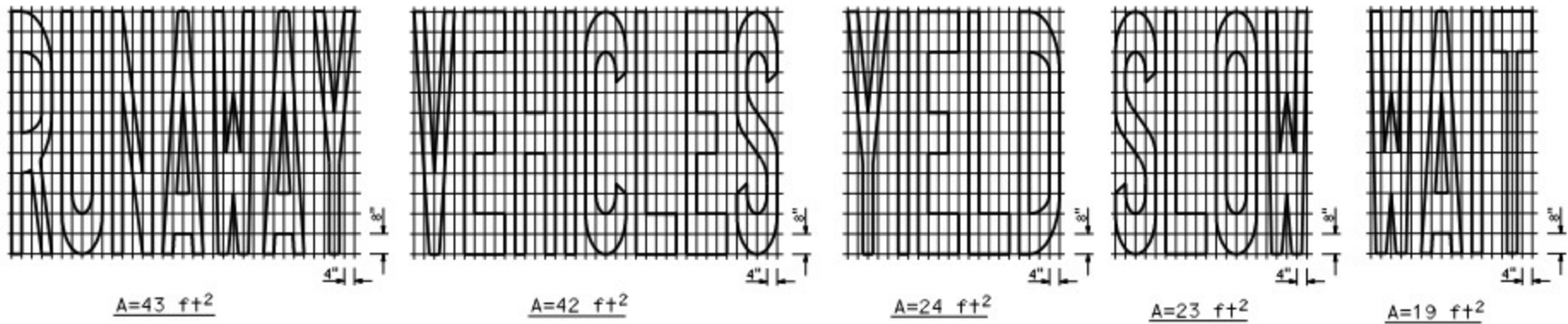
Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

Atifa Ferouz
REGISTERED PROFESSIONAL ENGINEER
No. CB0402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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2018 STANDARD PLAN A24D



NOTES:

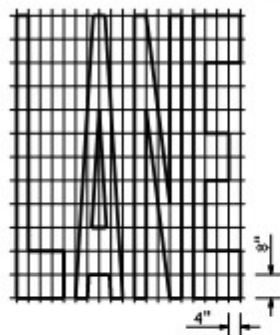
1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS							
ITEM	ft²	ITEM	ft²	ITEM	ft²	ITEM	ft²
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

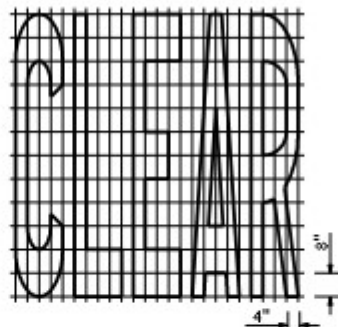
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**

NO SCALE

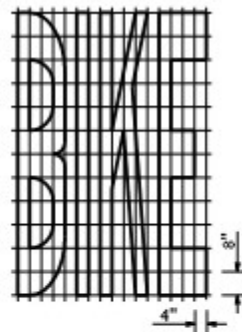
A24D



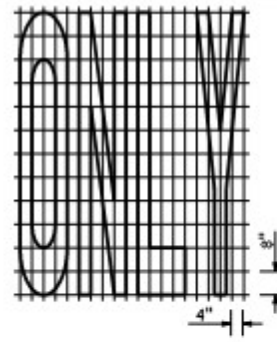
A=24 ft²



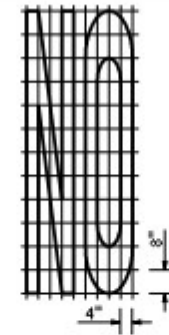
A=27 ft²



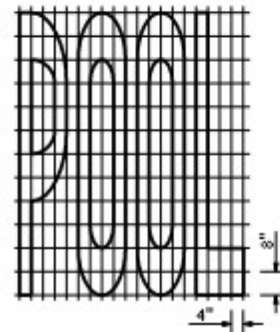
A=21 ft²



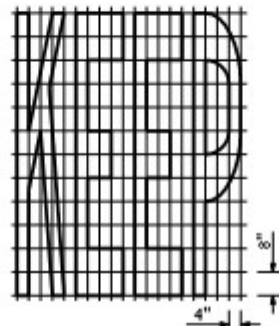
A=22 ft²



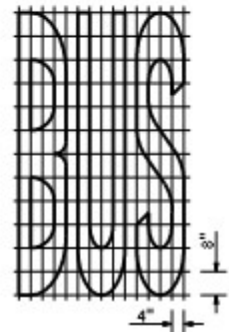
A=14 ft²



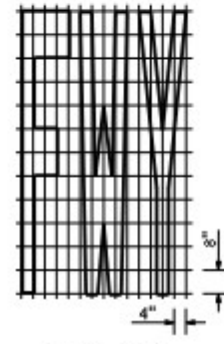
A=23 ft²



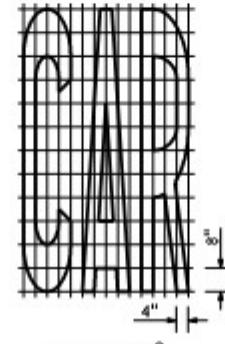
A=24 ft²



A=20 ft²



A=16 ft²

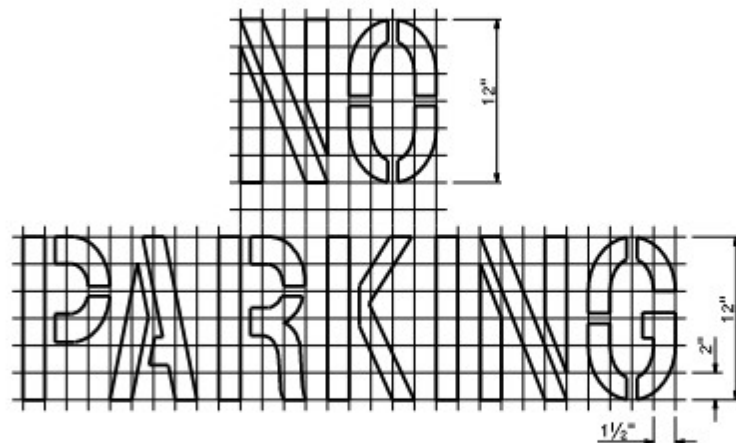


A=17 ft²

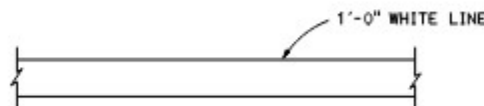
WORD MARKINGS			
ITEM	ft ²	ITEM	ft ²
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16

NOTES:

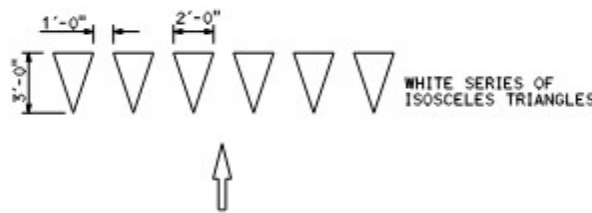
1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.



A=2 ft²
See Notes 6 and 7



LIMIT LINE (STOP LINE)



YIELD LINE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES**

NO SCALE

A24E

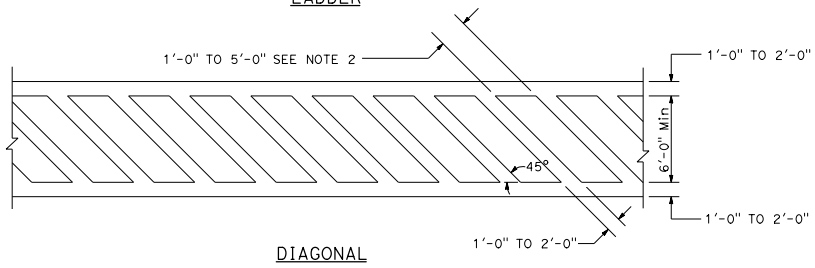
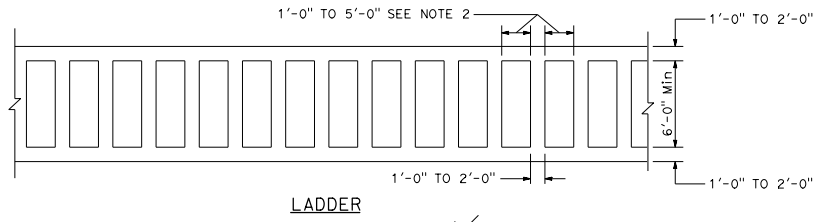
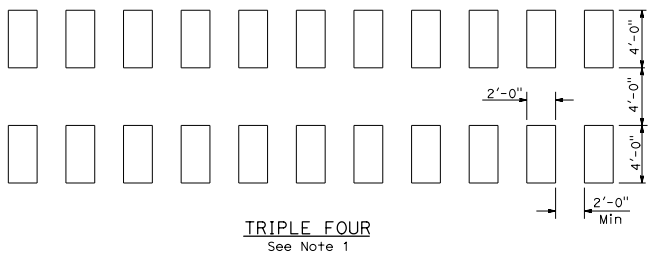
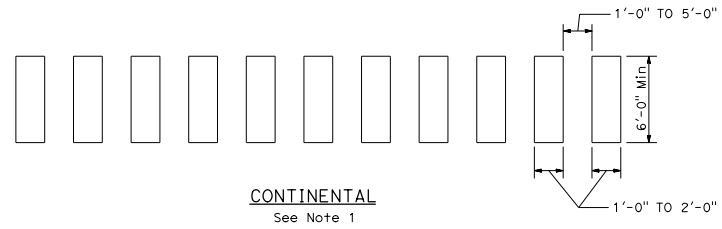
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

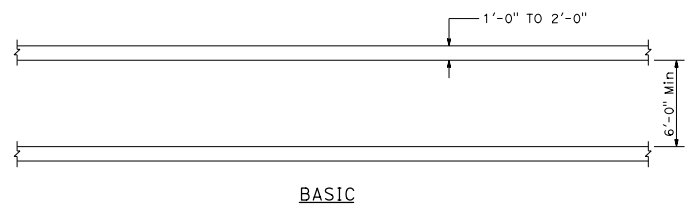
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



HIGHER VISIBILITY CROSSWALKS

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.

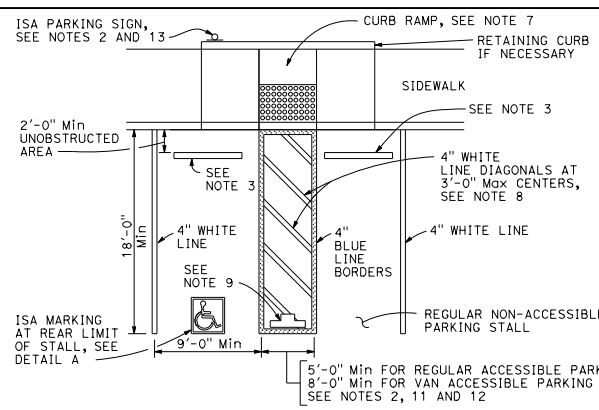


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**

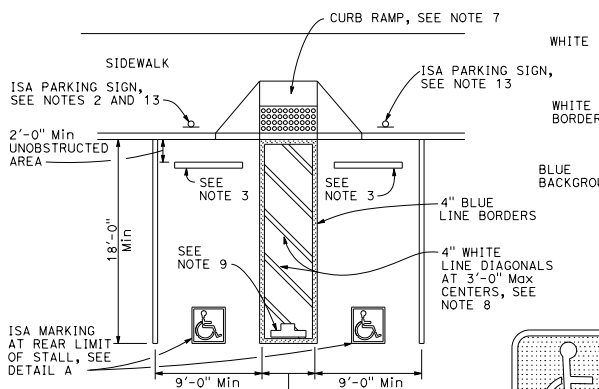
NO SCALE

A24F

2018 STANDARD PLAN A24F



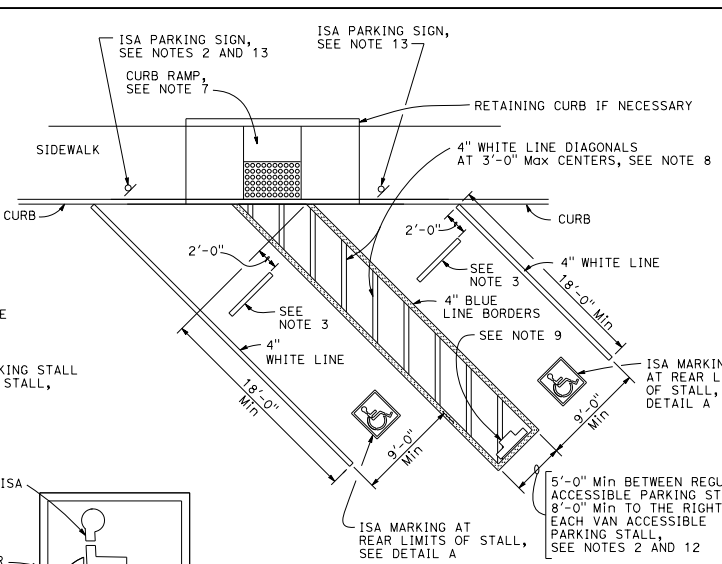
SINGLE PARKING STALL



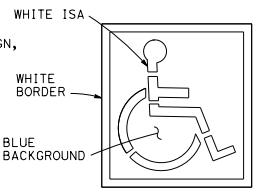
DOUBLE PARKING STALL

TABLE A

TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY	MINIMUM NUMBER OF REQUIRED ACCESSIBLE PARKING SPACES
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2 PERCENT OF TOTAL
1001 AND OVER	20 PLUS 1 FOR EACH 100 OR FRACTION THEREOF OVER 1000



DIAGONAL DOUBLE PARKING STALLS



ISA MARKING
See Standard Plan A24C

DETAIL A



SIGN R99 (CA)



SIGN R99C (CA)
See Note 6



PLAQUE R99B (CA)
SIGN R99 (CA) with PLAQUE R99B (CA)
See Note 6



SIGN R100B (CA)
See Note 10



SIGN R7-8b
See Notes 2 and 6

OFF-STREET PARKING SIGNS

(Parking lot or garage)
See Note 6

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Rebecca Lynn Moory
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

No. C54415
Exp. 12-31-19
CIVIL

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
REBECCA LYNN MOORY
STATE OF CALIFORNIA

NOTES:

1. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility.
2. One in every six accessible off-street parking stalls, but not less than one, shall be served by an accessible aisle of 8'-0" minimum width and shall be signed van accessible. The R7-8b sign shall be mounted below the R99B (CA) plaque or the R99C (CA) sign.
3. In each parking stall, a curb or parking bumper shall be provided if required to prevent encroachment of vehicles over the required width of walkways. Parking stalls shall be so located that persons with disabilities are not compelled to wheel or walk behind parked vehicles other than their own. For more parking bumper requirements, see the Standard Specifications.
4. Parking spaces and access aisles shall be level with surface slopes not exceeding 1.5% in all directions.
5. Table A shall be used to determine the required number of accessible parking stalls in each parking lot or garage.
6. Where Plaque R99B (CA), Sign R99C (CA) or Sign R7-8b are installed, the bottom of the sign or plaque panel shall be a minimum of 7'-0" above the surrounding surface.
7. Curb ramps shall conform to the details shown on Standard Plan A88A.
8. Blue paint, instead of white may be used for marking accessibility aisles in areas where snow may cause white markings to not be visible.
9. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high and located so that it is visible to traffic enforcement officials. See Standard Plan A90B for details of the "NO PARKING" pavement marking.
10. A R100B (CA) sign shall be posted in a conspicuous place at each entrance to off-street parking facilities or immediately adjacent to and visible from each stall. The sign shall include the address where the towed vehicle may be reclaimed and the telephone number of the local traffic law enforcement agency.
11. Where a single (non-van) accessible parking space is provided, the loading and unloading access aisle shall be on the passenger side of the vehicle as the vehicle is going forward into the parking space.
12. Where a van accessible parking space is provided, the loading and unloading access aisle shall be 8'-0" wide minimum, and shall be on the passenger side of the vehicle as the vehicle is going forward into the parking space.
13. Accessible Parking Only Sign shall be Sign R99C (CA) or Sign R99 (CA) with Plaque R99B (CA).

LEGEND

ISA = International Symbol of Accessibility

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ACCESSIBLE PARKING
OFF-STREET**
NO SCALE

APPENDIX D: BBS CABINET

BBS CABINET

General Purpose
Third Party



General purpose 27" x 24" x 8" version shown with optional batteries



Caltrans version shown

CABINETS

CONTROLLERS

DETECTION

PARKING

SIGNALS

SIGNS

SOFTWARE

SPECIALTY

Overview

McCain's Battery Backup System (BBS) Cabinets are NEMA 3R rated and designed to be base or side of pole mounted. Built to withstand harsh weather and operate in extreme temperatures, this cabinet will keep your BBS safe during such conditions as high winds, blizzards, and thunderstorms. McCain BBS Cabinets come in several different styles to be used with third-party batteries and backup systems as well as a version that meets Caltrans Transportation Electrical Equipment Specifications (TEES), August 2009.

Benefits

- Rugged construction for long life and protection from harsh weather conditions
- Available in a Caltrans TEES approved version, with or without back panel
- Sufficient room for batteries and backup equipment
- Available in general purpose and third party styles to meet your specifications

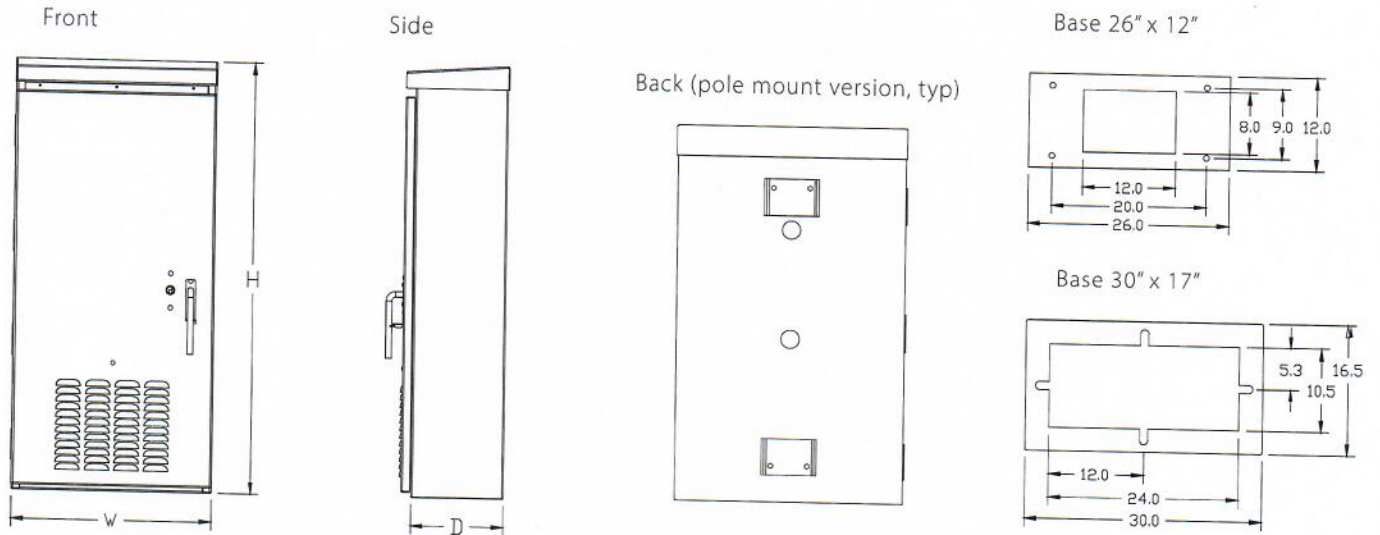
Product Description

The McCain BBS cabinets are available in a several styles. The cabinets vary in size to meet your particular needs containing a minimum of one and a maximum of four shelves, depending on the size and style of the cabinet.

All McCain BBS Cabinets are ventilated through the use of louvered door vents, a pleated filter, and one thermostatically controlled fan. Secured via a 3-point latching system with industry standard locks, the cabinets are not only functional but secure.

McCain also features a BBS/equipment cabinet with two front doors one stacked above the other. The doors enclose two bays, one for equipment and one for batteries.

BBS Cabinet



See chart below for H, W, & D values

Dimensions rounded to the nearest 0.1"

General Specifications

Style:	Clary & Alpha	Caltrans	General Purpose				
Dimensions ¹ (H x W x D):	44" x 26" x 12"	56" x 26" x 12"	27" x 24" x 8"	36" x 20" x 16"	41" x 25" x 17"	52" x 26" x 12"	54" x 18" x 16"
Material:	5052-H32 aluminum, 0.125" thick						
Finishes:	Natural, powder coat (standard, anti-graffiti, and custom colors), anodized						
Doors:	Front door (1)					Front door (2)	
Latching System:	3-point, choice of Corbin or Best locks						
Handles:	3/4" round, stainless steel, with padlock feature						
Door Stops:	90° and 180° (±10°), each door, bottom		None	90° and 180° (±10°), each door, bottom			
Shelves:	Clary (2) Alpha (3)	4	1	2	3		
Back Panel ² :	No	Optional	No		Standard	No	
Ventilation:	Thermostatically controlled 100 CFM fan, louvered air intake in door, pleated filter						
Mounting:	Base or side	Base, side, or pole	Side	Side	Pole	Base or side	
Shipping Weight ³ :	88 lbs	140 lbs	42 lbs	60 lbs	90 lbs	110 lbs	100 lbs

¹ Dimensions rounded to the nearest inch

² Back panel - a removable back panel mounted on the back wall inside the cabinet to facilitate mounting BBS hardware such as inverter bypass switches, etc.

³ Weight without equipment or batteries

Options

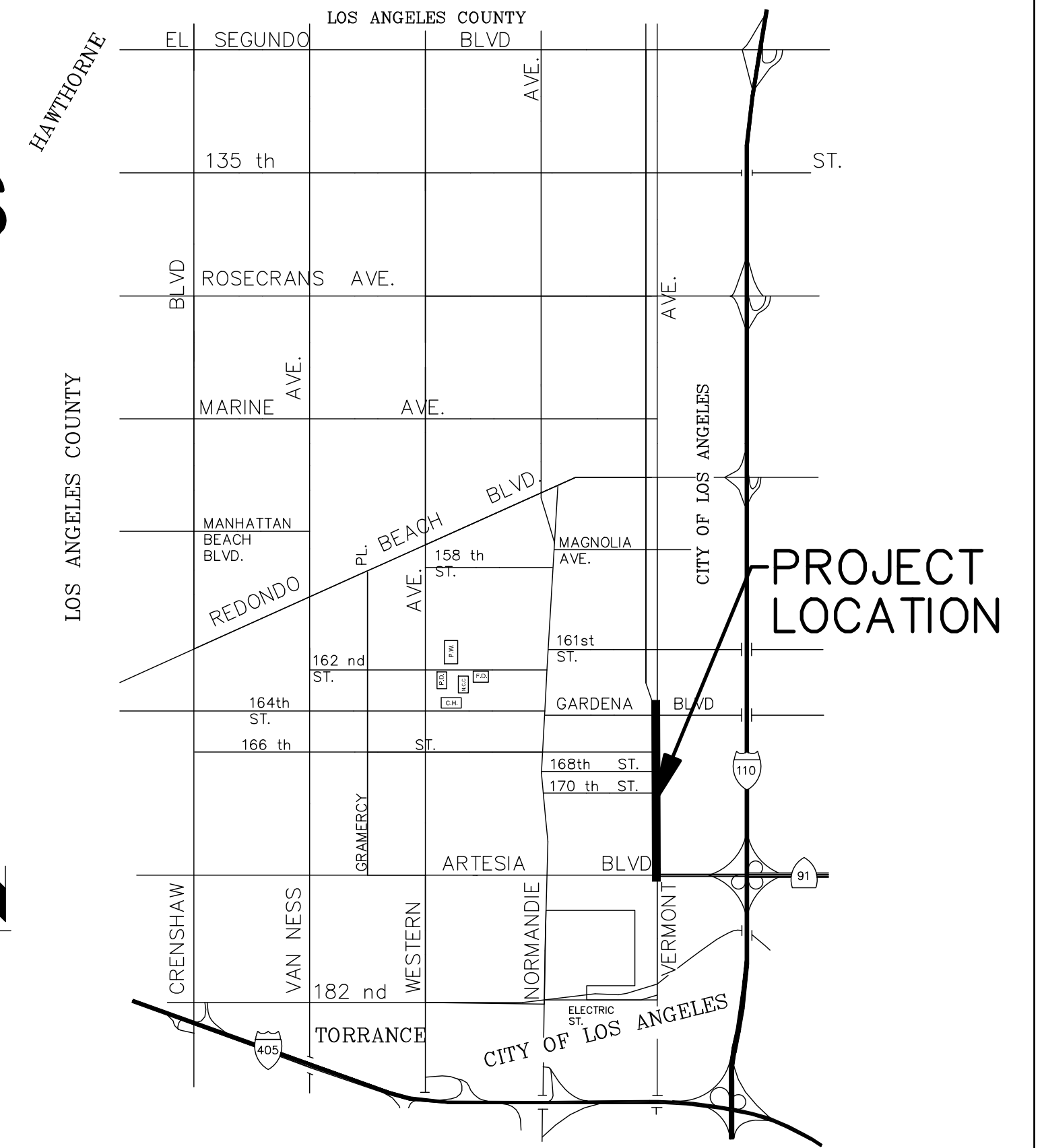
- Fluorescent light(s)
- Clary door-mounted inverter, power interface module, and batteries for Clary style cabinet
- Alpha inverter, batteries, and generator plug port for Alpha style cabinet

GENERAL NOTES:

- ALL CROSSWALKS, ARROWS, STOPBARS, AND LEGENDS SHALL BE THERMOPLASTIC MATERIAL.
- RAISED PAVEMENT MARKERS SHALL BE CEMENTED TO THE PAVEMENT WITH HOT MELT BITUMINOUS ADHESIVE.
- FURNISH AND INSTALL TEMPORARY MARKERS IMMEDIATELY AFTER PAVING, SPACED AT 25 ft MAXIMUM.
- REMOVE ALL EXISTING PAVEMENT MARKINGS BY WET SANDBLASTING (CROSS WALKS, STOP LEGENDS, ETC.). EXISTING PAVEMENT MARKINGS AND STRIPINGS TO BE REMOVED ARE NOT SHOWN ON THE PLAN. FIELD VERIFY LOCATIONS.
- REMOVE AND DISPOSE OF ALL EXISTING RAISED PAVEMENT MARKERS WITHIN THE PROJECT LIMITS. PAYMENT SHALL BE INCLUDED IN BID ITEM PRICE FOR FURNISH AND INSTALL PAVEMENT MARKERS.
- PROTECT IN PLACE ALL UTILITY VALVE COVERS, UTILITY BOXES, TRAFFIC SIGNAL BOXES, ETC. PAYMENT SHALL BE INCLUDED IN ADJACENT CONSTRUCTION.
- PROVIDE TRAFFIC CONTROL PER TECHNICAL PROVISIONS.
- ALL STREETS ARE DRAWN WITH BREAK LINES FOR DRAWING PURPOSES. BIDS SHALL BE BASED ON STATIONING AND FIELD VERIFICATION.
- 24 HOUR NOTICE FOR ALL INSPECTIONS REQUIRED.
- CATCH BASINS NOT DRAWN FOR CLARITY.
- CONTRACTORS SHALL REMOVE AND DISPOSE OF ALL TRASH AND BROKEN BRANCHES BEFORE AND AFTER PAVING.
- PRIOR TO CUTTING OF ANY ROOTS, CALL PARKS DIVISION AT (310)217-9595 FOR APPROVAL.
- PROTECT ALL STORM DRAINS, CATCH BASINS, ETC. WITH SAND BAGS, FABRIC AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES.
- PROTECT IN PLACE ALL EXISTING CURB RAMPS UNLESS OTHERWISE NOTED.

CITY OF GARDENA CONSTRUCTION PLANS VERMONT AVE STREET IMPROVEMENTS

FROM ARTESIA BLVD. TO GARDENA BLVD.
J.N. 959



VICINITY MAP
N.T.S.

CONSTRUCTION NOTES:

- PROTECT IN PLACE, TYPE PER PLAN.
- GRIND AND INLAY 2" RUBBERIZED AC PAVEMENT.
- REMOVE AND REPLACE WITH 10" DEEP AC PAVEMENT.
- REMOVE AND REPLACE CURB AND GUTTER PER CITY STD ST-7, TYPE C1. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
- REMOVE AND REPLACE SIDEWALK PER CITY STD ST-5 A. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
- REMOVE AND REPLACE ACCESS RAMP PER CALTRANS STD A88A CASE A.
- REINSTATE ACTIVE TRAFFIC LOOPS PER CITY STD ST-24. CONTRACTOR TO COORDINATE WITH THE CITY.
- REMOVE AND REPLACE DETECTABLE WARNING SURFACE PER CITY STD ST-18.
- INSTALL PCC SPANDREL PER CITY STD ST-3.
- UPDATE BATTERY BACKUP SYSTEM. CONTRACTOR TO COORDINATE WITH THE CITY TO LOCATE.
- REMOVE AND REPLACE EXISTING PEDESTRIAN CROSSING PUSH BUTTON(S).
- ADJUST UTILITY MANHOLE TO GRADE.
- ADJUST UTILITY VALVE OR METER TO GRADE.
- REMOVE AND REPLACE SIGN AND SIGN POST.
- ADJUST UTILITY MANHOLE TO GRADE (BY OTHERS).

STRIPING NOTES:

- PAINT 12" STOP BAR PER CALTRANS STD A24E AND CITY STD ST-17.
- PAINT STOP LEGEND PER CALTRANS STD A24D.
- PAINT TYPE IV LEFT TURN ARROW PER CALTRANS STD A24A.
- PAINT DOUBLE YELLOW LINE PER CALTRANS STD A20A DETAIL 22.
- PAINT TYPE VI ARROW PER CALTRANS STD A24A.
- FURNISH AND INSTALL TWO-WAY BLUE REFLECTIVE PAVEMENT MARKERS.
- REPAINT CROSSWALK (WIDTH PER PLAN) PER CALTRANS STD A24F.
- REPAINT CHANNELIZING LINE (LENGTH PER PLAN) PER CALTRANS STD A20D DETAIL 38.
- REPAINT LANELINES PER CALTRANS STD A20A DETAIL 8.
- REPAINT 6" WHITE LINE (LENGTH = 50').
- PAINT TWO-WAY LEFT TURN LANES PER CALTRANS STD A20B DETAIL 32.

UTILITY CONTACT NUMBERS:

AT&T - LONG DISTANCE	JOSEPH FORKERT 22311 BROOKHURST ST #203 HUNTINGTON BEACH, CA 92646	714-963-7964
AT&T - TCA	MARIA GUZMAN 420 S. GRAND AVE, RM 707 LOS ANGELES, CA 90054	213-787-9996
CHEVRON PIPELINE COMPANY	DAVE ZERLER 2600 HOMESTEAD PL RANCHO DOMINGUEZ, CA 90220	310-669-4014
CRIMSON PIPELINE	SHENAN DEAN LOVRIEN 2459 REDONDO AVE SIGNAL HILL AVE, CA	562-285-4107
CROWN CASTLE	HECTOR AGUILERA 1500 CORPORATE DR CANONSBURG, PA 15317	888-632-0931
GOLDEN STATE WATER COMPANY	JOSEPH SALCIDO 14835 S. SPRING ST GARDENA, CA 90248	310-660-0320
CITY OF LOS ANGELES	FELIPE RODRIGUEZ 4550 SANTA MONICA BLVD LOS ANGELES, CA 90029	323-913-4723
CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION	MARCO GARCIA 555 RAMIREZ ST. LOS ANGELES, CA 90012	213-473-8468
LOS ANGELES DEPARTMENT OF WATER AND POWER	JOSE PORRAS P.O. BOX 51111, RM 1425 LOS ANGELES, CA 90051	213-367-1049
LOS ANGELES COUNTY SANITATION DISTRICT	JON GANZ P.O. BOX 4998 WHITTIER, CA 90607	562-908-4288
MARATHON PIPELINE	DARRON CUNNINGHAM 1300 PIER B ST LONG BEACH, CA 90813	562-981-3416
SOUTHERN CALIFORNIA EDISON	VINCENT PONTICELLO 501 S MARENGO AVE BLDG E ALHAMBRA, CA, 91803	626-308-6320
SOUTHERN CALIFORNIA GAS	LEAD PLANNER 701 N. BULLIS RD COMPTON, CA 90221	310-687-2067
SPECTRUM	ANTHONY XANTHIS 1529 VALLEY DR HERMOSA BEACH, CA 90254	310-750-9185
SUNESYS	JIM HRADDISKY 226 N. LINCOLN AVE CORONA, CA 92882	951-278-0400
TIME WARNER CABLE	STAN WALKER 19780 HAWTHORNE BLVD, STE 102 TORRANCE, CA 90503	424-212-6994
WEST BASIN MUNICIPAL WATER DISTRICT	FRANK FUCHS 17140 S AVALON BLVD SUITE 210 CARSON, CA 90746	310-660-6255

DRAWING TITLE:

SHEET #	DESCRIPTION
1 OF 10	TITLE SHEET
2 OF 10	TYPICAL SECTION
3 OF 10	STREET IMPROVEMENT PLAN - STA. 1+00 - 9+00
4 OF 10	STREET IMPROVEMENT PLAN - STA. 9+00 - 19+00
5 OF 10	STREET IMPROVEMENT PLAN - STA. 19+00 - 29+00
6 OF 10	STREET IMPROVEMENT PLAN - STA. 29+00 - 36+28
7 OF 10	SIGNING AND STRIPING PLAN - STA. 1+00 - 9+00
8 OF 10	SIGNING AND STRIPING PLAN - STA. 9+00 - 19+00
9 OF 10	SIGNING AND STRIPING PLAN - STA. 19+00 - 29+00
10 OF 10	SIGNING AND STRIPING PLAN - STA. 29+00 - 36+28

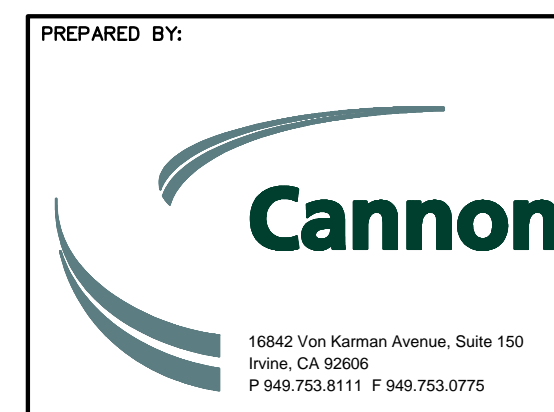
BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CC83, ZONE 5, (2021.25) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819.

BENCHMARK:

COUNTY OF LOS ANGELES BENCHMARK # 7Y10510

DEPARTMENT OF PUBLIC WORKS BENCHMARK TAG IN CURB, 9 FEET WEST OF THE BCR AT THE NORTHWEST CORNER OF 190TH STREET AND VERMONT AVENUE.



REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING

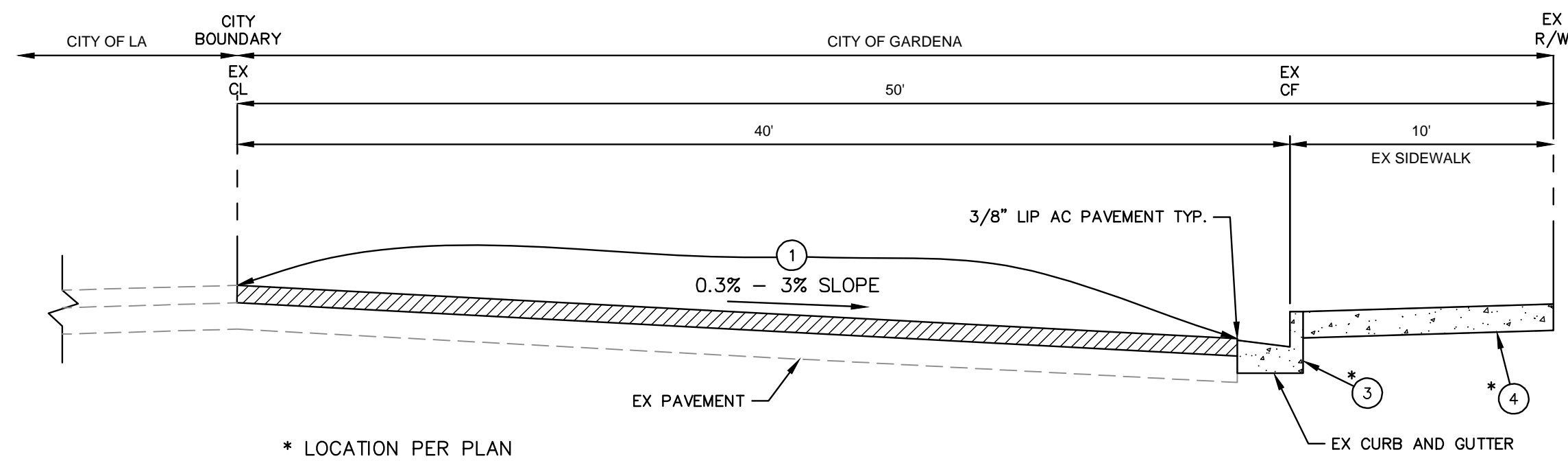
VERMONT AVE IMPROVEMENTS, JN 959
TITLE SHEET

DESIGNED BY	AJS	DATE	3/15/23	APPROVED BY:	Allan Rigg
DRAWN BY	SL	DATE	3/15/23	DATE	3/15/2023
CHECKED BY	MC	DATE	3/15/23	DIRECTOR OF PUBLIC WORKS / CITY ENGINEER	

SHT. 1 OF 10 DWG. NO. 8-1066

LEGEND:

- BFP BACK FLOW PREVENTOR
- VT VAULT
- GM GAS METER
- SM SURVEY MONUMENT
- WM WATER METER
- WV WATER VALVE
- WV MONITORING WELL
- FH FIRE HYDRANT
- SLP STREET LIGHT PULLBOX
- TS TRAFFIC SIGNAL PULLBOX
- TP TELEPHONE PULLBOX
- EP ELECTRICAL PULLBOX
- CD CURB DRAIN
- MW MONITORING WELL
- CBM CATCH BASIN MANHOLE
- SDM STORM DRAIN MANHOLE
- SMW SEWER MANHOLE
- TV TELEPHONE VAULT
- EV ELECTRICAL VAULT
- ECAP ELECTRICAL CABINET AND PEDESTAL
- PP POWER POLE
- V VENT
- SS STREET SIGN
- WR WHEELCHAIR RAMP
- DWY DRIVEWAY
- TSO TRAFFIC SIGNAL OVERHEAD
- TSP TRAFFIC SIGNAL POLE
- SL STREET LIGHT



* LOCATION PER PLAN

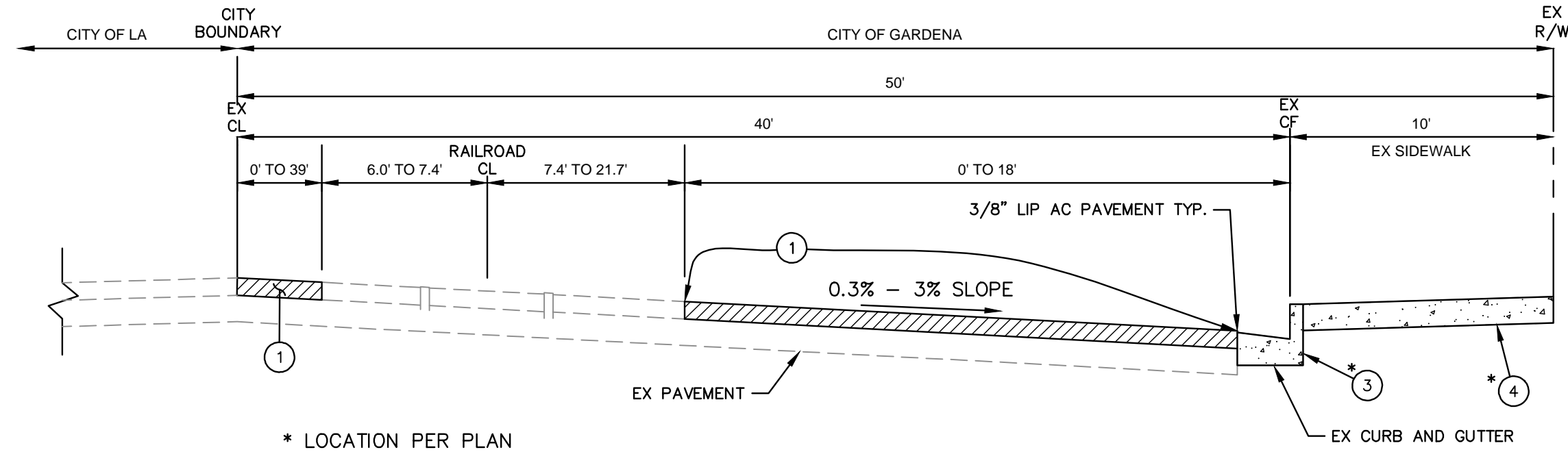
VERMONT AVE
STA 5+12 TO ARTESIA BLVD
NTS

CONSTRUCTION NOTES

- ① GRIND AND INLAY 2" RUBBERIZED AC PAVEMENT.
- ③ REMOVE AND REPLACE CURB AND GUTTER PER CITY STD ST-7, TYPE C1. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
- ④ REMOVE AND REPLACE SIDEWALK PER CITY STD ST-5 A. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.

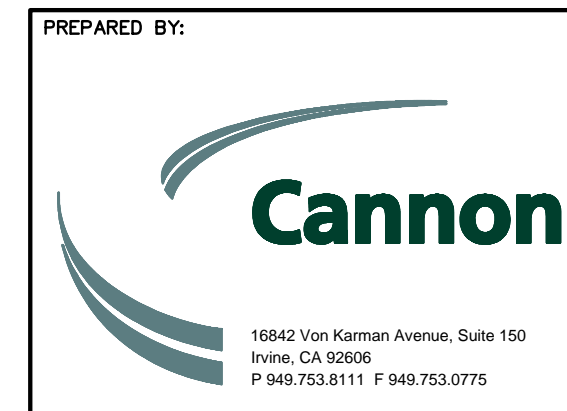
LEGEND

- ①-② PCC
- ③ COLD MILL AND AC INLAY



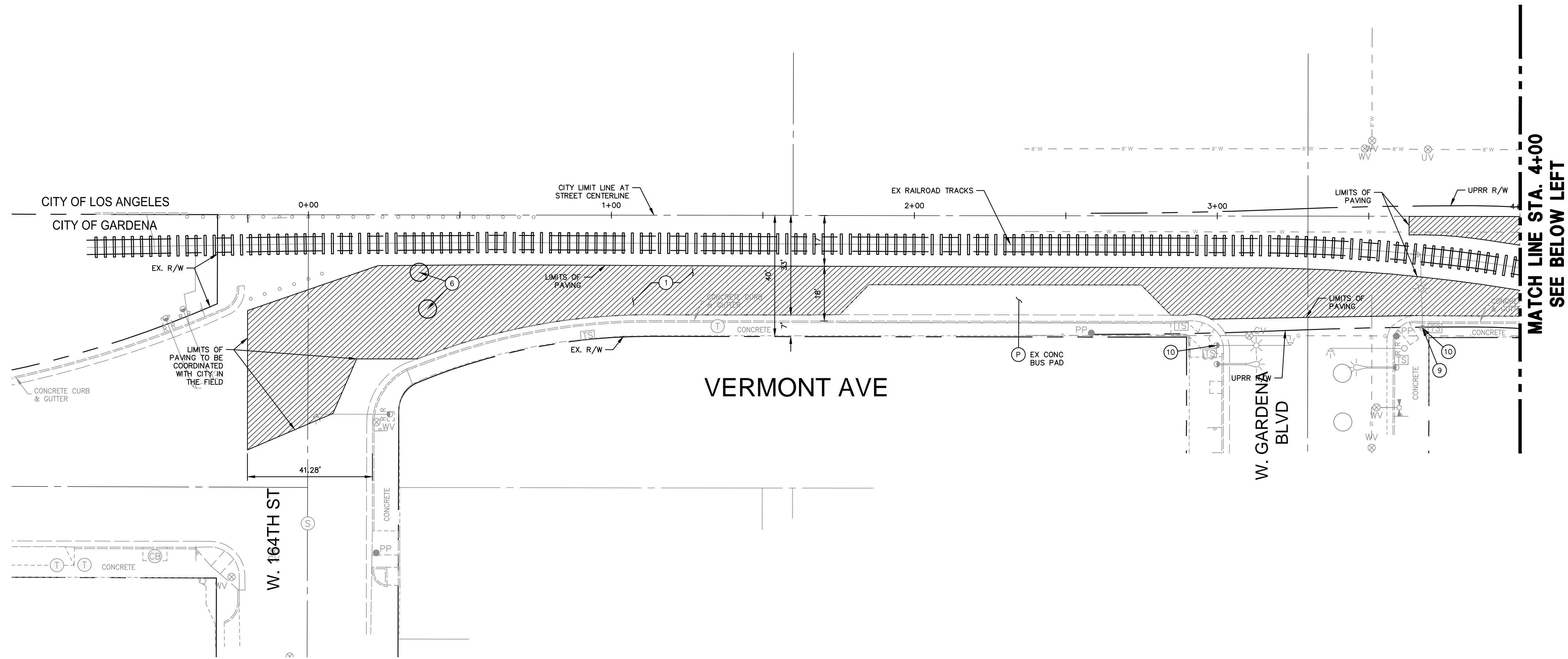
* LOCATION PER PLAN

VERMONT AVE
164TH ST TO STA 5+12
NTS



REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA			
DEPARTMENT OF PUBLIC WORKS - ENGINEERING			
VERMONT AVE IMPROVEMENTS, JN 959			
TYPICAL SECTION			
DESIGNED BY	AJS	3/15/23	APPROVED BY: <i>Allen Rigg</i>
DRAWN BY	SL	3/15/23	DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
CHECKED BY	MC	3/15/23	SHT. 2 OF 10 DWG. NO. 8-1066



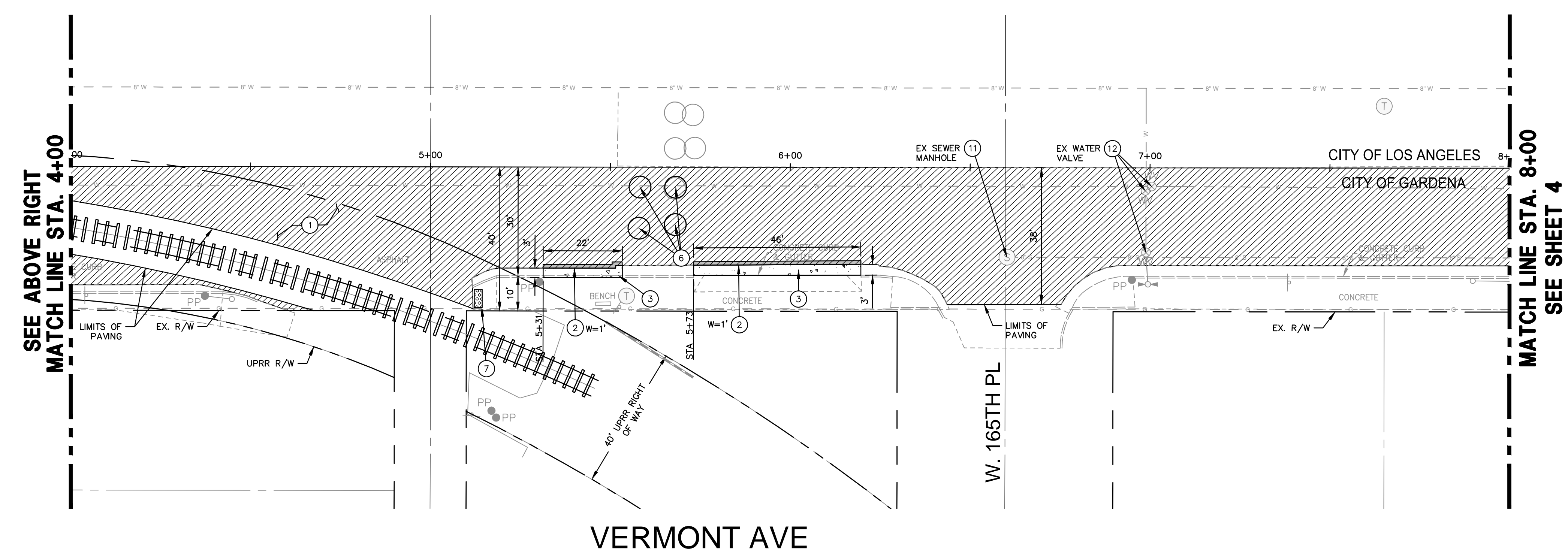
MATCH LINE STA. 4+00
SEE BELOW LEFT

CONSTRUCTION NOTES

- Ⓟ PROTECT IN PLACE, TYPE PER PLAN.
- ① GRIND AND INLAY 2" RUBBERIZED AC PAVEMENT.
- ③ REMOVE AND REPLACE CURB AND GUTTER PER MODIFIED CITY STD ST-7, TYPE C1. CAB BEHIND BACK OF CURB IS EXCLUDED. 1' WIDE, 6" DEEP AC DIGOUT FROM EDGE OF GUTTER. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
- ⑥ REINSTATE ACTIVE TRAFFIC LOOPS PER CITY STD ST-24. CONTRACTOR TO COORDINATE WITH THE CITY.
- ⑦ REMOVE AND REPLACE DETECTABLE WARNING SURFACE PER NOTE 8 OF CITY STD ST-18.
- ⑨ UPDATE BATTERY BACKUP SYSTEM. CONTRACTOR TO COORDINATE WITH THE CITY TO LOCATE.
- ⑩ REMOVE AND REPLACE EXISTING PEDESTRIAN CROSSING PUSH BUTTON(S).
- ⑪ ADJUST UTILITY MANHOLE TO GRADE.
- ⑫ ADJUST UTILITY VALVE OR METER TO GRADE.

LEGEND

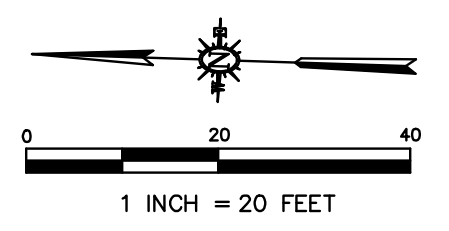
- LIMITS OF PCC
- LIMITS OF AC PAVEMENT DIGOUT
- LIMITS OF COLD MILL & AC INLAY



SEE ABOVE RIGHT
MATCH LINE STA. 4+00

MATCH LINE STA. 8+00
SEE SHEET 4

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS
BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



PREPARED BY:
Cannon
16842 Von Karman Avenue, Suite 150
Irvine, CA 92618
P 949.753.8111 F 949.753.0775

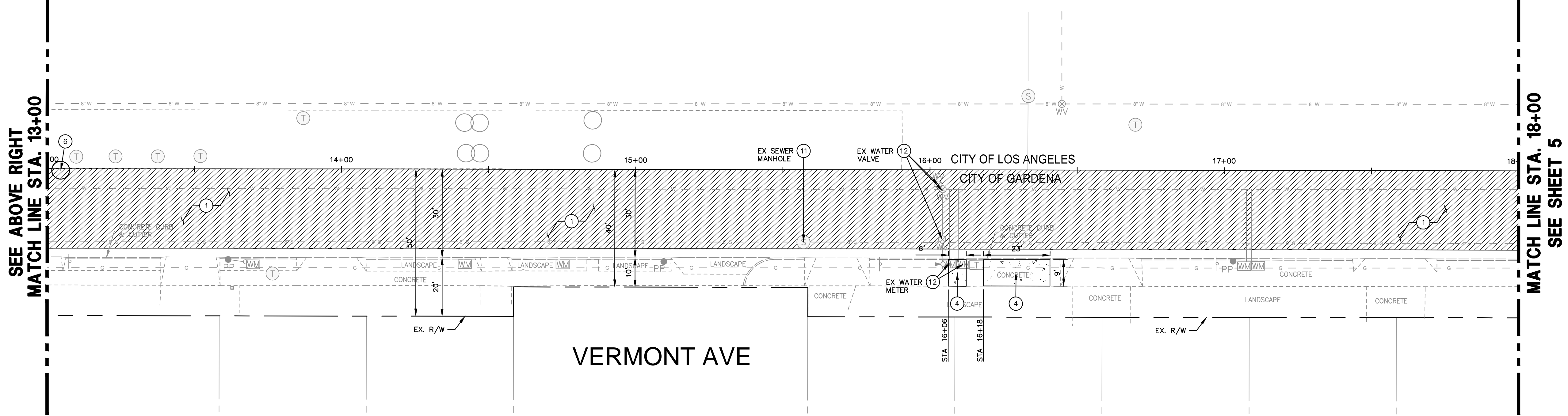
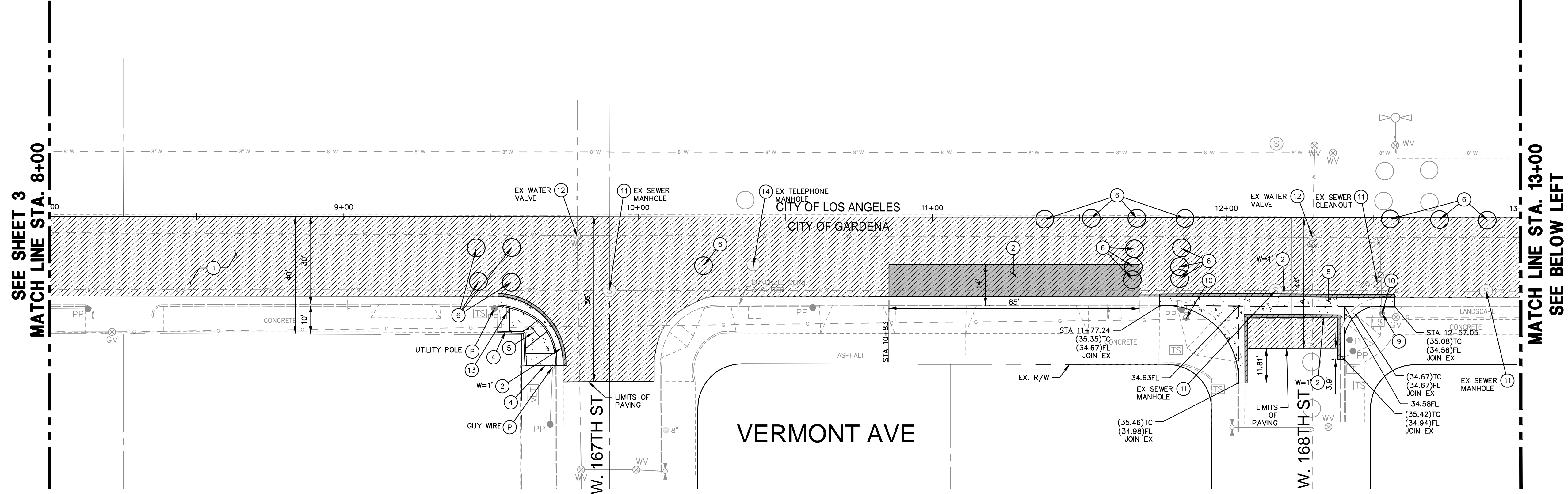


REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
VERMONT AVE IMPROVEMENTS, JN 959
STREET IMPROVEMENTS
STA: 1+00 - 9+00

DESIGNED BY	AJS	DATE	3/15/23
DRAWN BY	SL	DATE	3/15/23
CHECKED BY	MC	DATE	3/15/23

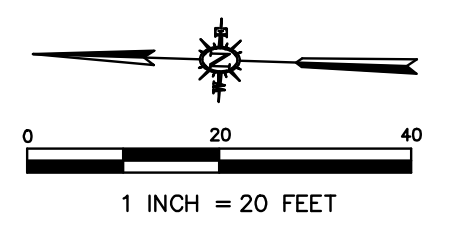
APPROVED BY: *Allan Rigg*
DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
SHT. 3 OF 10 DWG. NO. 8-1066



- CONSTRUCTION NOTES**
- (P) PROTECT IN PLACE, TYPE PER PLAN.
 - (1) GRIND AND INLAY 2" RUBBERIZED AC PAVEMENT.
 - (2) REMOVE AND REPLACE WITH 4" DEEP AC PAVEMENT.
 - (4) REMOVE AND REPLACE SIDEWALK PER CITY STD ST-5 A. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
 - (5) REMOVE AND REPLACE ACCESS RAMP WITH RETAINING CURB PER CALTRANS STD AB8A CASE C.
 - (6) REINSTATE ACTIVE TRAFFIC LOOPS PER CITY STD ST-24. CONTRACTOR TO COORDINATE WITH THE CITY.
 - (8) INSTALL PCC SPANDREL PER CITY STD ST-3.
 - (9) UPDATE BATTERY BACKUP SYSTEM. CONTRACTOR TO COORDINATE WITH THE CITY TO LOCATE.
 - (10) REMOVE AND REPLACE EXISTING PEDESTRIAN CROSSING PUSH BUTTON(S).
 - (11) ADJUST UTILITY MANHOLE TO GRADE.
 - (12) ADJUST UTILITY VALVE OR METER TO GRADE.
 - (13) REMOVE AND REPLACE SIGN AND SIGN POST.
 - (14) ADJUST UTILITY MANHOLE TO GRADE (BY OTHERS).

- LEGEND**
- [Symbol] LIMITS OF PCC
 - [Symbol] LIMITS OF AC PAVEMENT DIGOUT
 - [Symbol] LIMITS OF COLD MILL & AC INLAY

DIGALERT
 DIAL TOLL FREE
 1-800-422-4133
 AT LEAST TWO DAYS
 BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



PREPARED BY:

 16842 Van Kester Avenue, Suite 150
 Irvine, CA 92618
 P 949.753.8111 F 949.753.0775



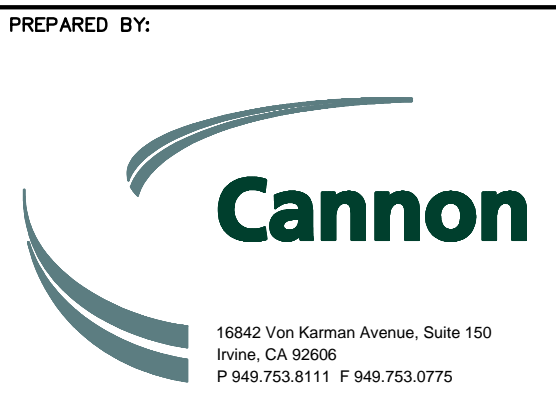
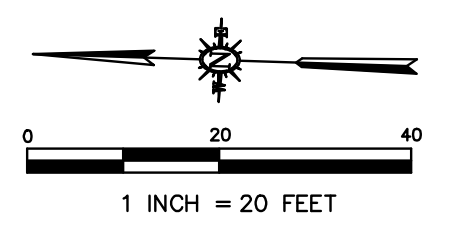
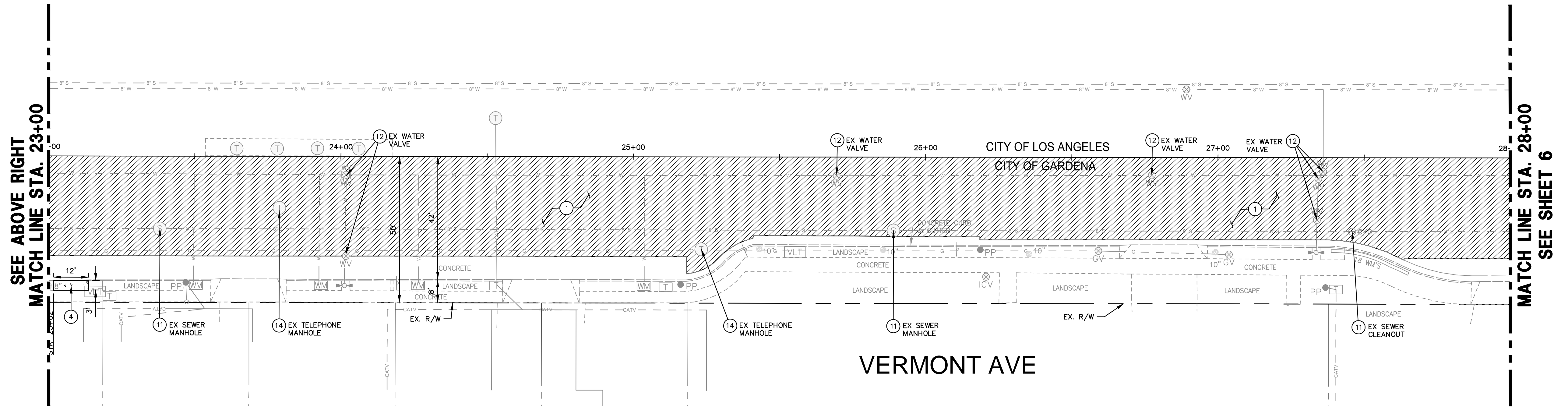
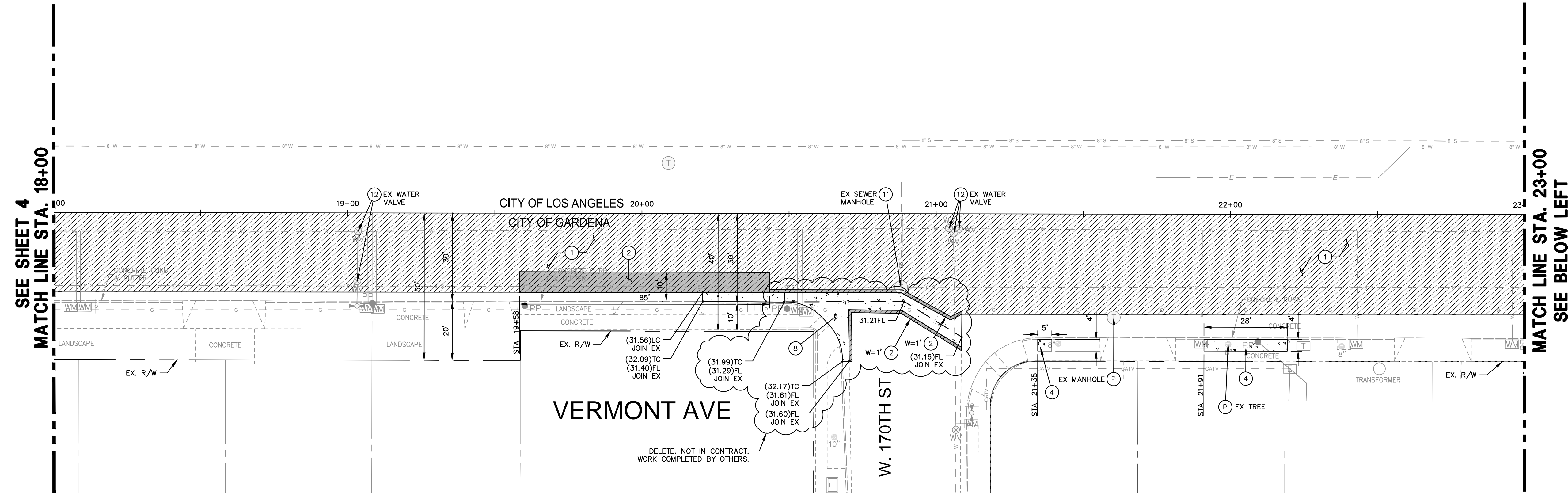
REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
 VERMONT AVE IMPROVEMENTS, JN 959
 STREET IMPROVEMENTS
 STA: 9+00 - 19+00

DESIGNED BY	INITIAL	DATE	APPROVED BY:
DRAWN BY	AJS	3/15/23	<i>Allan Rigg</i>
CHECKED BY	SL	3/15/23	DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
	MC	3/15/23	SHT. 4 OF 10 DWG. NO. 8-1066

- CONSTRUCTION NOTES**
- (P) PROTECT IN PLACE, TYPE PER PLAN.
 - (1) GRIND AND INLAY 2" RUBBERIZED AC PAVEMENT.
 - (2) REMOVE AND REPLACE WITH 4" DEEP AC PAVEMENT.
 - (4) REMOVE AND REPLACE SIDEWALK PER CITY STD ST-5 A. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
 - (8) INSTALL PCC SPANDREL PER CITY STD ST-3.
 - (11) ADJUST UTILITY MANHOLE TO GRADE.
 - (12) ADJUST UTILITY VALVE OR METER TO GRADE.
 - (14) ADJUST UTILITY MANHOLE TO GRADE (BY OTHERS).

- LEGEND**
- [Symbol] LIMITS OF PCC
 - [Symbol] LIMITS OF AC PAVEMENT DIGOUT
 - [Symbol] LIMITS OF COLD MILL & AC INLAY



REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
 VERMONT AVE IMPROVEMENTS, JN 959
 STREET IMPROVEMENTS
 STA: 19+00 - 29+00

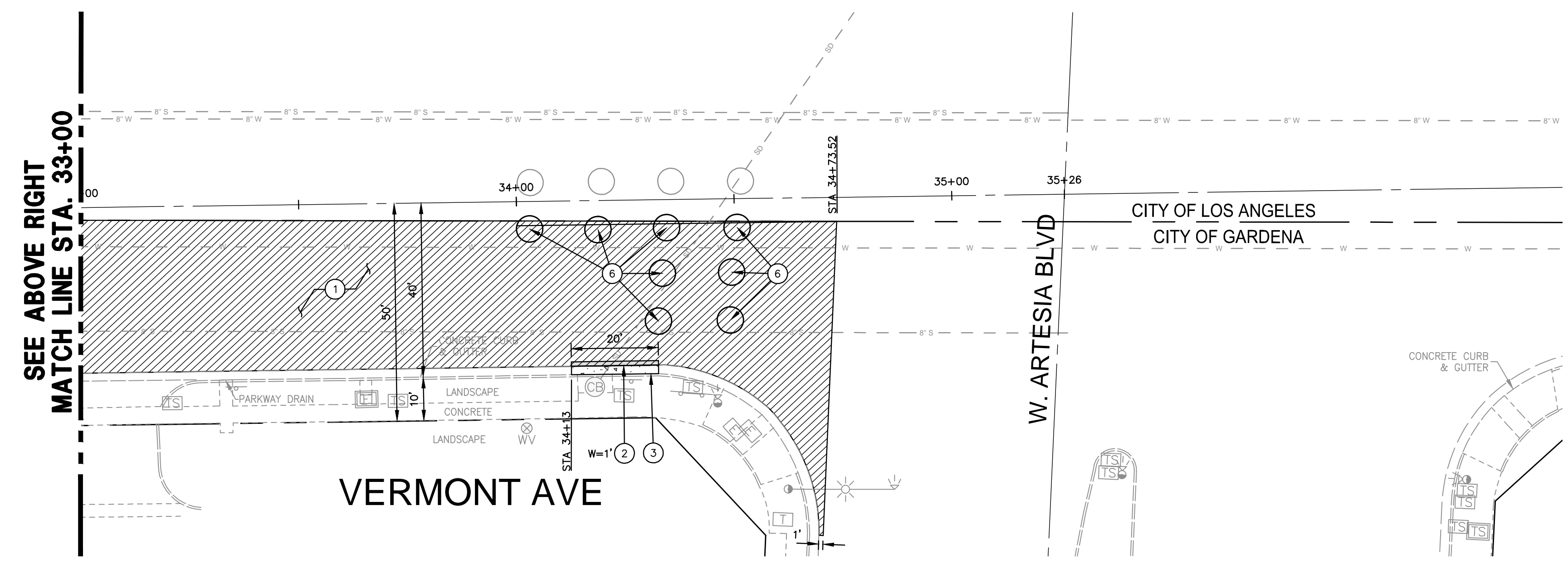
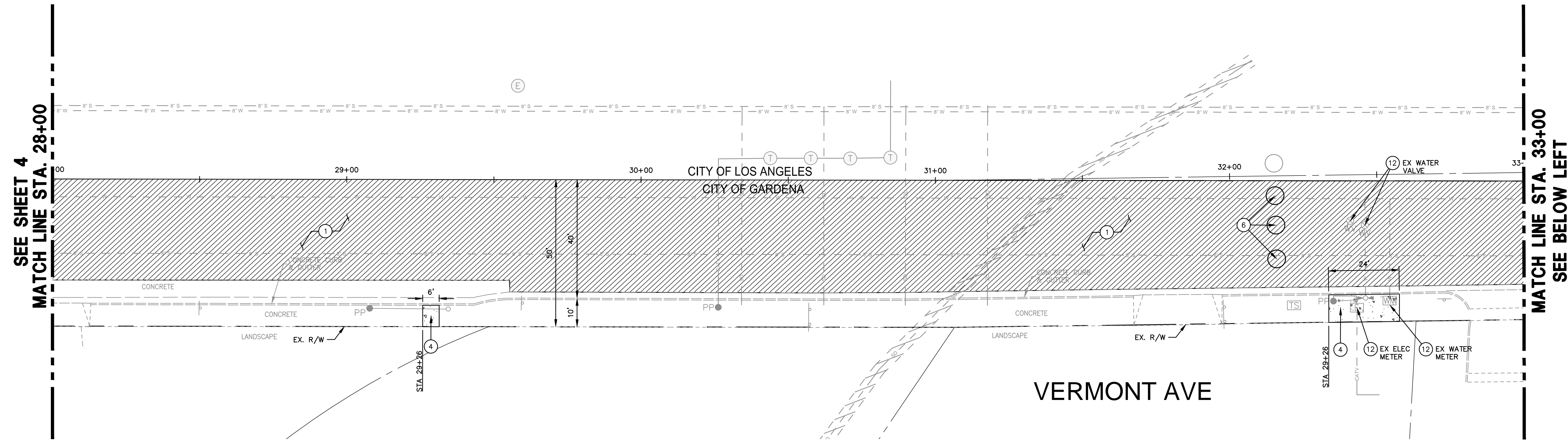
DESIGNED BY	AINJ	DATE	3/15/23	APPROVED BY:	<i>Allan Rigg</i>
DRAWN BY	SL	DATE	3/15/23	DATE	3/15/2023
CHECKED BY	MC	DATE	3/15/23	DIRECTOR OF PUBLIC WORKS / CITY ENGINEER	
SHT. 5		OF 10		DWG. NO. 8-1066	

CONSTRUCTION NOTES

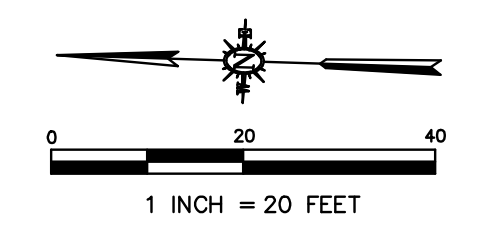
- (P) PROTECT IN PLACE, TYPE PER PLAN.
- (1) GRIND AND INLAY 2" RUBBERIZED AC PAVEMENT.
- (3) REMOVE AND REPLACE CURB AND GUTTER PER MODIFIED CITY STD ST-7, TYPE C1. CAB BEHIND BACK OF CURB IS EXCLUDED. 1" WIDE, 6" DEEP AC DIGOUT FROM EDGE OF GUTTER. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
- (4) REMOVE AND REPLACE SIDEWALK PER CITY STD ST-5 A. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
- (6) REINSTATE ACTIVE TRAFFIC LOOPS PER CITY STD ST-24. CONTRACTOR TO COORDINATE WITH THE CITY.
- (9) UPDATE BATTERY BACKUP SYSTEM. CONTRACTOR TO COORDINATE WITH THE CITY TO LOCATE.
- (10) REMOVE AND REPLACE EXISTING PEDESTRIAN CROSSING PUSH BUTTON(S).
- (12) ADJUST UTILITY VALVE OR METER TO GRADE.

LEGEND

- LIMITS OF PCC
- LIMITS OF AC PAVEMENT DIGOUT
- LIMITS OF COLD MILL & AC INLAY



DIGALERT
 DIAL TOLL FREE
 1-800-422-4133
 AT LEAST TWO DAYS
 BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



PREPARED BY:

 16842 Von Karman Avenue, Suite 150
 Irvine, CA 92606
 P 949.753.8111 F 949.753.0775



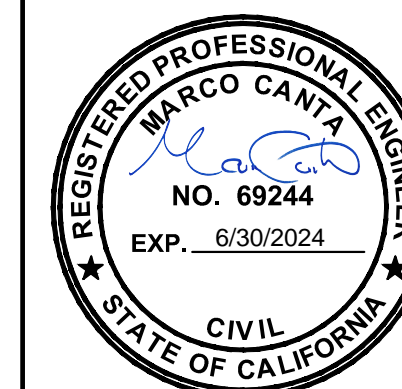
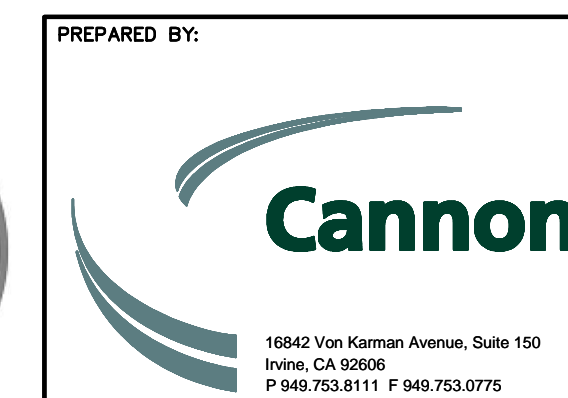
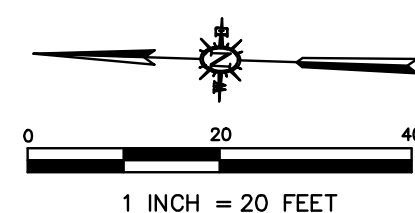
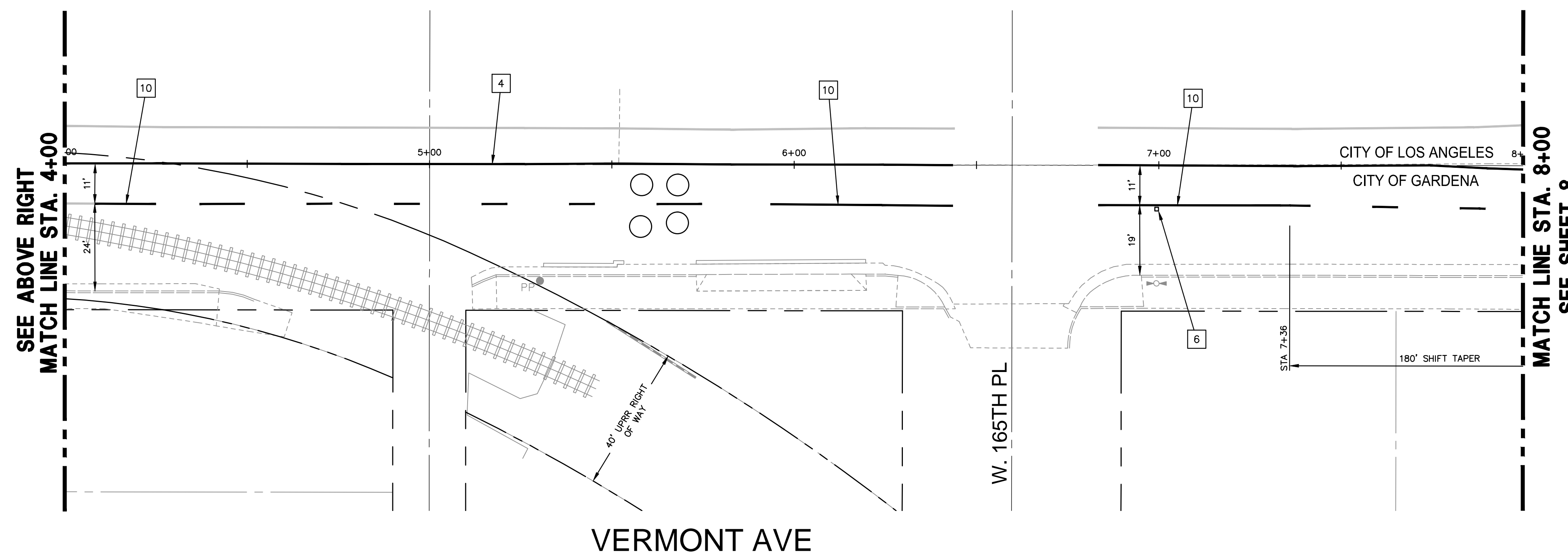
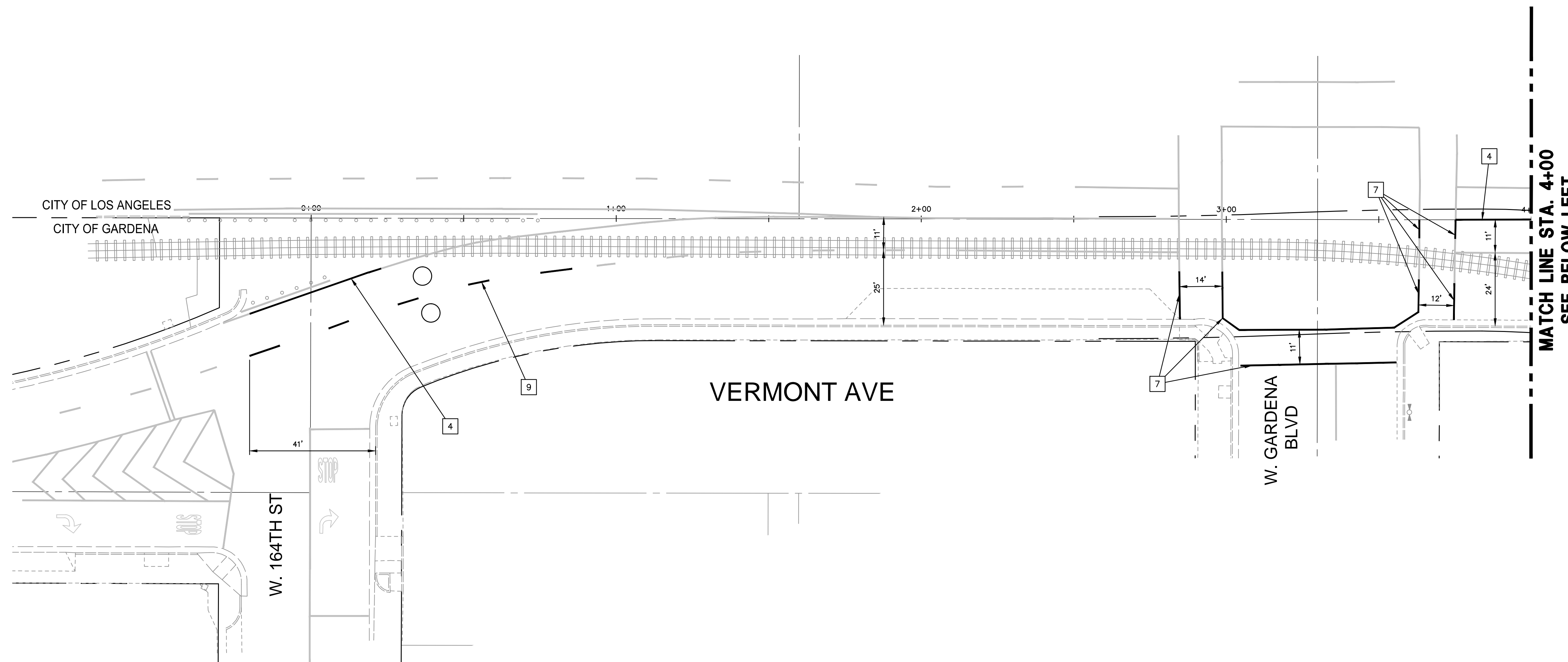
REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING
 VERMONT AVE IMPROVEMENTS, JN 959
 STREET IMPROVEMENTS
 STA: 29+00 - 36+28

DESIGNED BY	INITIAL	DATE	APPROVED BY:
DRAWN BY	SL	3/15/23	<i>Allan Rigg</i>
CHECKED BY	MC	3/15/23	DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
SHT. 6 OF 10		DWG. NO. 8-1066	

STRIPING NOTES

- 4 PAINT DOUBLE YELLOW LINE PER CALTRANS STD A20A DETAIL 22.
- 6 FURNISH AND INSTALL TWO-WAY BLUE REFLECTIVE PAVEMENT MARKERS.
- 7 REPAINT CROSSWALK (WIDTH PER PLAN) PER CALTRANS STD A24F.
- 8 REPAINT CHANNELIZING LINE (LENGTH PER PLAN) PER CALTRANS STD A20D DETAIL 38.
- 9 REPAINT LANELINES PER CALTRANS STD A20A DETAIL 8.
- 10 REPAINT 6" WHITE LINE (LENGTH = 50').



REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

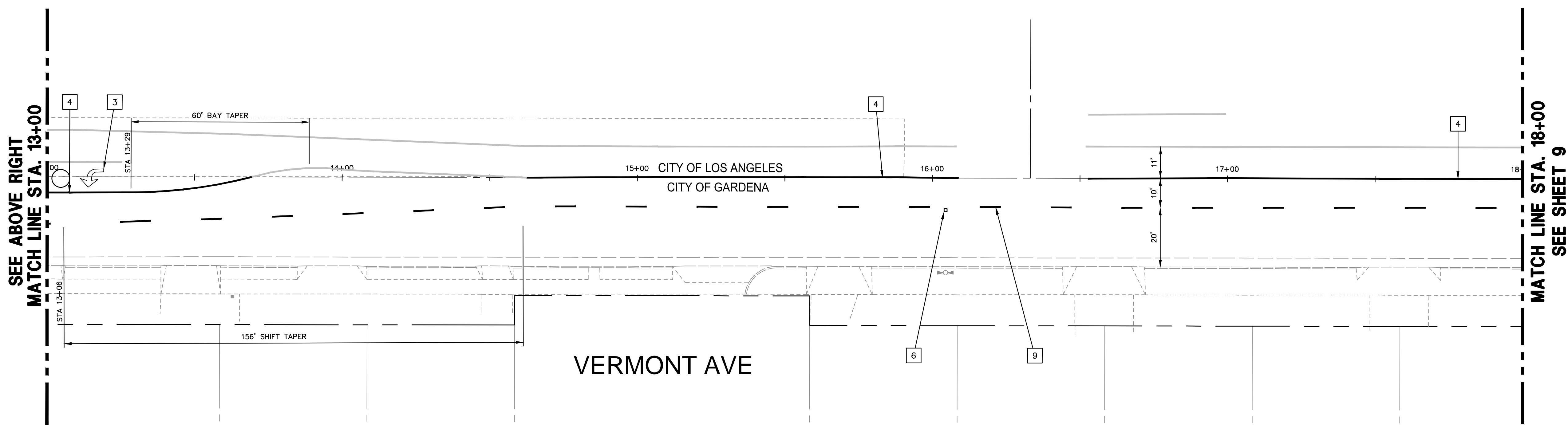
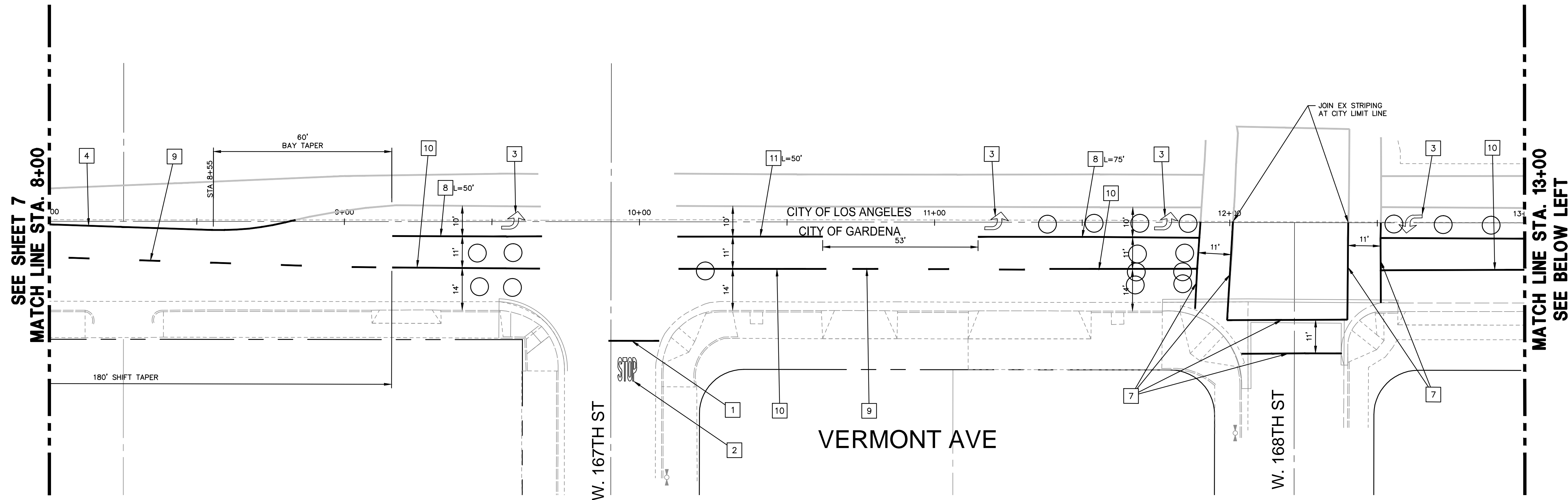
CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING

VERMONT AVE IMPROVEMENTS, JN 959
SIGNING AND STRIPING PLAN
 STA: 1+00 - 9+00

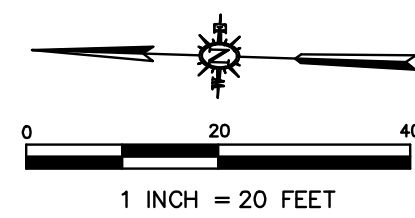
DESIGNED BY	AJS	DATE	3/15/23	APPROVED BY: <i>Allan Rigg</i>
DRAWN BY	SL	DATE	3/15/23	
CHECKED BY	MC	DATE	3/15/23	
SHT. 7		OF 10		DWG. NO. 8-1066


STRIPING NOTES

- 1 PAINT 12" STOP BAR PER CALTRANS STD A24E AND CITY STD ST-17.
- 2 PAINT STOP LEGEND PER CALTRANS STD A24D.
- 3 PAINT TYPE IV LEFT TURN ARROW PER CALTRANS STD A24A.
- 4 PAINT DOUBLE YELLOW LINE PER CALTRANS STD A20A DETAIL 22.
- 6 FURNISH AND INSTALL TWO-WAY BLUE REFLECTIVE PAVEMENT MARKERS.
- 7 REPAINT CROSSWALK (WIDTH PER PLAN) PER CALTRANS STD A24F.
- 8 REPAINT CHANNELIZING LINE (LENGTH PER PLAN) PER CALTRANS STD A20D DETAIL 38.
- 9 REPAINT LANELINES PER CALTRANS STD A20A DETAIL 8.
- 10 REPAINT 6" WHITE LINE (LENGTH = 50').
- 11 PAINT TWO-WAY LEFT TURN LANES PER CALTRANS STD A20B DETAIL 32.



DIGALERT
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 AT LEAST TWO DAYS
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 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



PREPARED BY:

 16842 Von Karman Avenue, Suite 150
 Irvine, CA 92618
 P 949.753.8111 F 949.753.0775



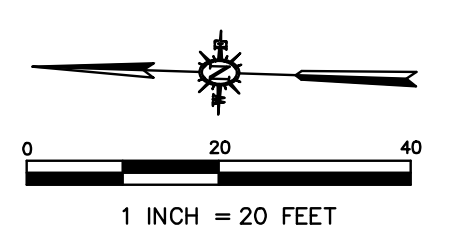
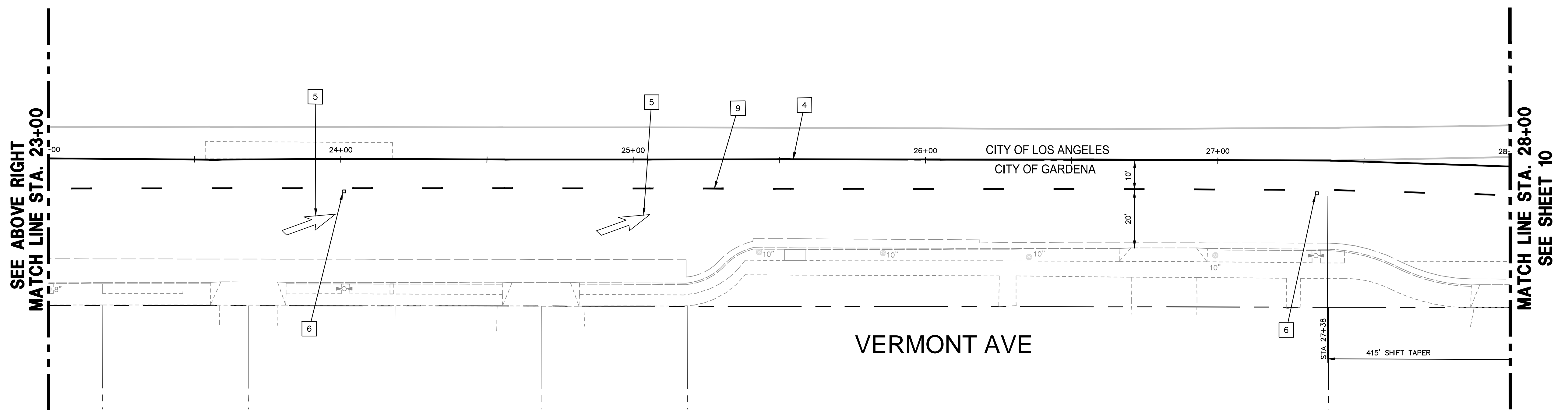
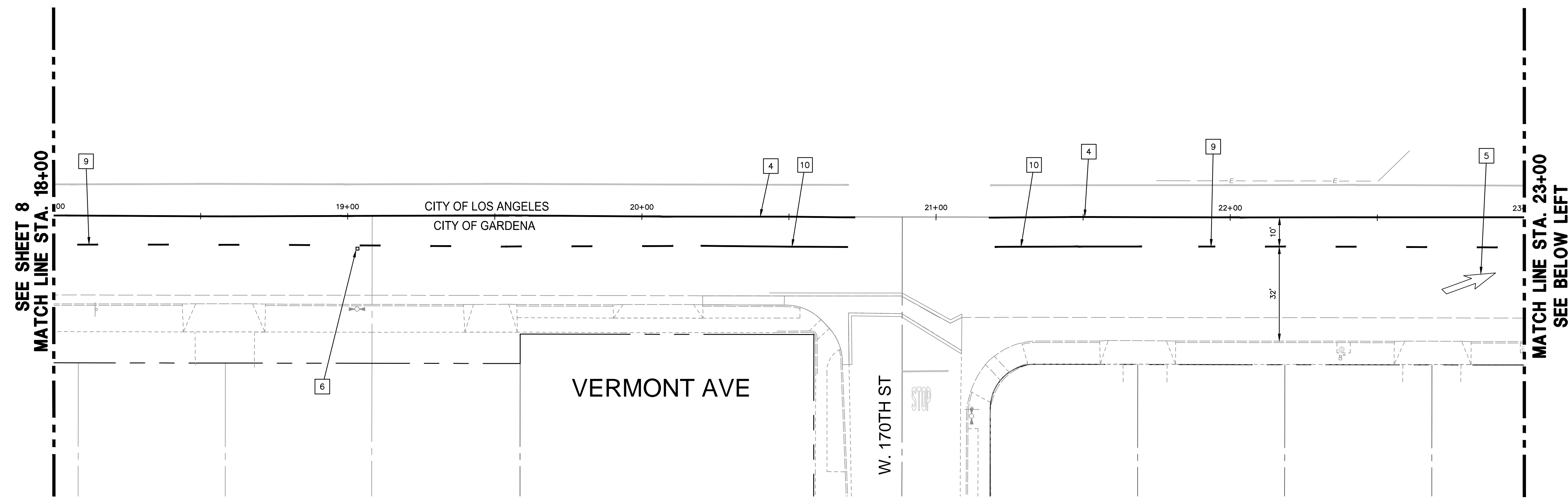
REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
 VERMONT AVE IMPROVEMENTS, JN 959
SIGNING AND STRIPING PLAN
 STA: 9+00 - 19+00

DESIGNED BY	AJS	DATE	3/15/23	APPROVED BY:	<i>Allan Rigg</i> DIRECTOR OF PUBLIC WORKS / CITY ENGINEER	
DRAWN BY	SL	DATE	3/15/23	DATE		3/15/2023
CHECKED BY	MC	DATE	3/15/23	SHT.		6 OF 10
				DWG. NO.		8-1066

STRIPING NOTES

- 4 PAINT DOUBLE YELLOW LINE PER CALTRANS STD A20A DETAIL 22.
- 5 PAINT TYPE VI ARROW PER CALTRANS STD A24A.
- 6 FURNISH AND INSTALL TWO-WAY BLUE REFLECTIVE PAVEMENT MARKERS.
- 8 REPAINT CHANNELIZING LINE (LENGTH PER PLAN) PER CALTRANS STD A20D DETAIL 38.
- 9 REPAINT LANELINES PER CALTRANS STD A20A DETAIL 8.
- 10 REPAINT 6" WHITE LINE (LENGTH = 50').



PREPARED BY:

15842 Von Karman Avenue, Suite 150
Irvine, CA 92605
P 949.753.8111 F 949.753.0775



REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

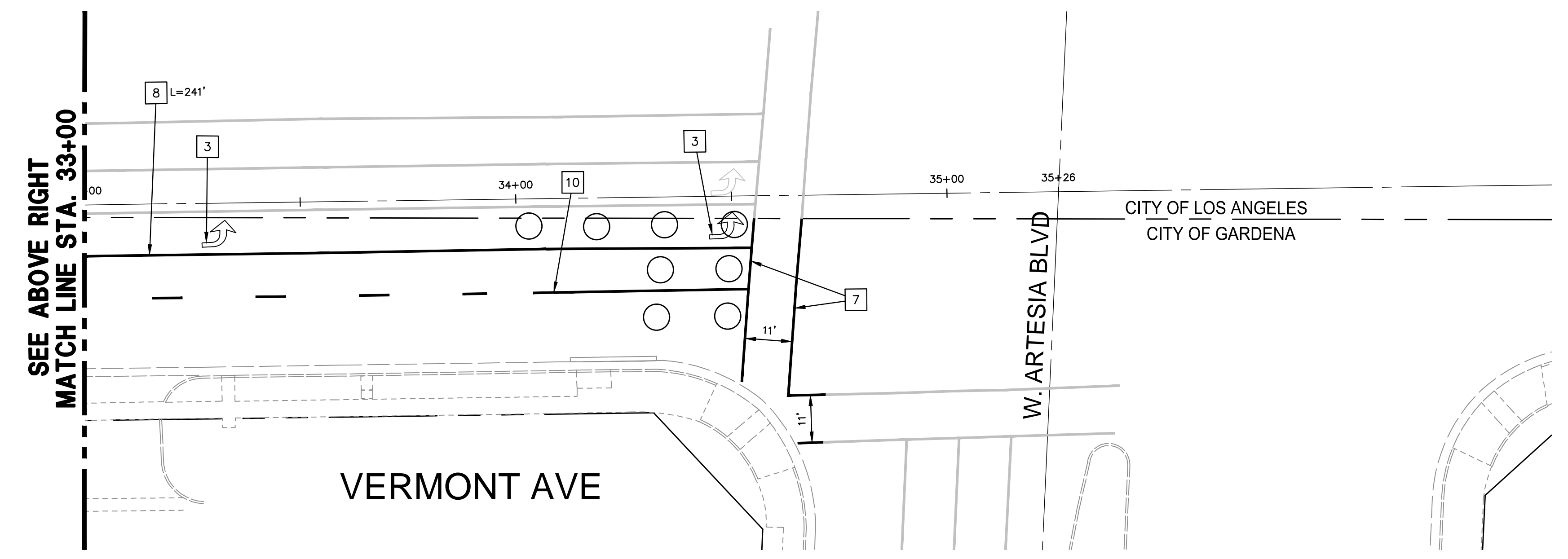
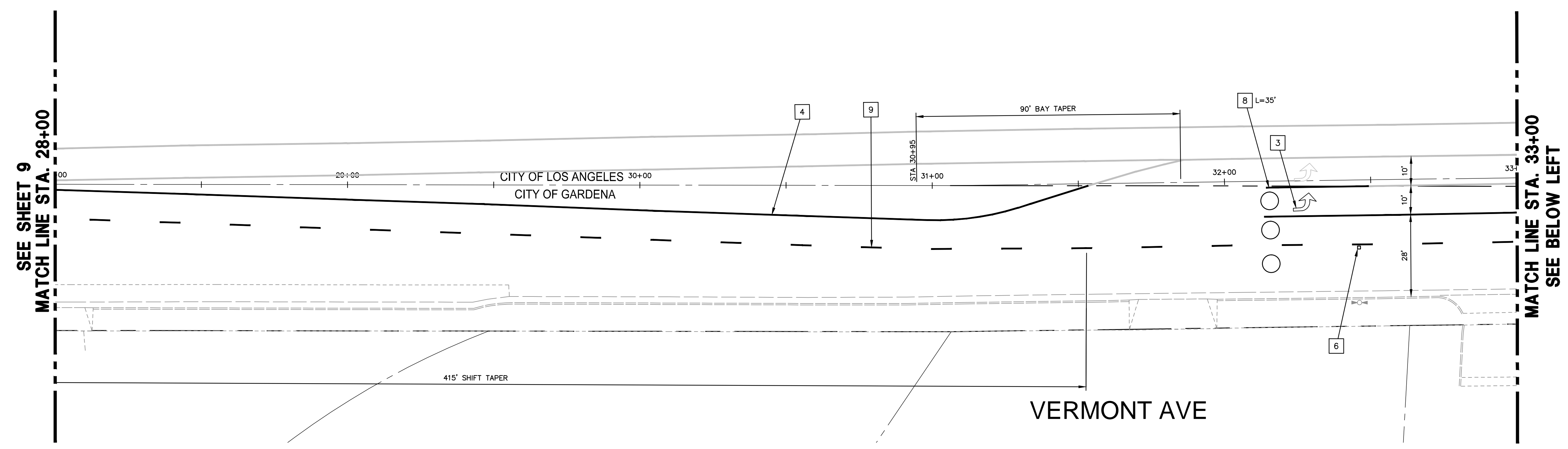
CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING

VERMONT AVE IMPROVEMENTS, JN 959
SIGNING AND STRIPING PLAN
STA: 19+00 - 29+00

DESIGNED BY	AJS	3/15/23	APPROVED BY:	<i>Allan Rigg</i>
DRAWN BY	SL	3/15/23	DATE	3/15/2023
CHECKED BY	MC	3/15/23	DIRECTOR OF PUBLIC WORKS / CITY ENGINEER	
SHT. 9 OF 10		DWG. NO. 8-1066		

STRIPING NOTES

- 3 PAINT TYPE IV LEFT TURN ARROW PER CALTRANS STD A24A.
- 4 PAINT DOUBLE YELLOW LINE PER CALTRANS STD A20A DETAIL 22.
- 6 FURNISH AND INSTALL TWO-WAY BLUE REFLECTIVE PAVEMENT MARKERS.
- 7 REPAINT CROSSWALK (WIDTH PER PLAN) PER CALTRANS STD A24F.
- 8 REPAINT CHANNELIZING LINE (LENGTH PER PLAN) PER CALTRANS STD A20D DETAIL 38.
- 9 REPAINT LANELINES PER CALTRANS STD A20A DETAIL 8.
- 10 REPAINT 6" WHITE LINE (LENGTH = 50').



DIAL TOLL FREE
1-800-422-4133

AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

1 INCH = 20 FEET



PREPARED BY:

16842 Von Karman Avenue, Suite 150
Irvine, CA 92618
P 949.753.8111 F 949.753.0775



REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING

VERMONT AVE IMPROVEMENTS, JN 959
SIGNING AND STRIPING PLAN
STA: 29+00 - 36+28

DESIGNED BY	AJS	DATE	3/15/23	APPROVED BY:	<i>Allan Rigg</i>
DRAWN BY	SL	DATE	3/15/23	DATE	3/15/2023
CHECKED BY	MC	DATE	3/15/23	DIRECTOR OF PUBLIC WORKS / CITY ENGINEER	
SHT. 10		OF 10		DWG. NO. 8-1066	



DEPARTMENT of PUBLIC WORKS

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

NOTICE OF EXEMPTION

TO: Office of Planning & Research
 1400 Tenth Street
 Sacramento, CA 95814

County Clerk / Registrar Recorder
 ATTN: Environmental Filings Clerk
 12400 East Imperial Highway, Room 1101
 Norwalk, CA 90650

Project Title: Vermont Avenue Street Improvements.

Project Location (Specific): Vermont Avenue (Artesia Boulevard to Gardena Boulevard)

Project Location (City): Gardena **Location (County):** Los Angeles County

Description of nature, purpose, and beneficiaries of project: This project will repair existing concrete improvements, resurface the existing paved roadway and restore existing traffic markings.

Name of public agency approving project: City of Gardena

Name of person or agency carrying out project: City of Gardena

Exempt Status: (Check One)

- Ministerial: (P.R.C. Sec. 21080[b][1]; Guidelines Sec. 15268)
- Declared Emergency: (P.R.C. Sec. 21080[b][3]; Guidelines Sec. 15269[a])
- Emergency Project (P.R.C. Sec. 21080[b][4]; Guidelines Sec. 15269[b][c])
- Categorical Exemption:** Section 15301 Class 1, Existing Facilities
- Other: Guidelines Sec. 15061):

Reason why project is exempt: This project consists of minor alteration of existing public facilities and involves negligible or no expansion of use beyond that previously existing.

Contact person: Frank Sanchez **Telephone:** 310-217-9631

If filed by applicant:

1. Attach certified document of exempting finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Date received for filing:

Clint Osorio - 4/12/23
CLINT OSORIO Date
Environmental Quality Officer

NOTE: Exempt from Dept. of Fish & Game Wildlife Fee in accordance with de minimis impact finding (735.5[c])



ASSOCIATES

DELIVERING VALUE ... COMMITTED TO EXCELLENCE

CITY OF GARDENA

PROPOSAL FOR

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE VERMONT AVENUE FROM ARTESIA BOULEVARD TO GARDENA BOULEVARD STREET IMPROVEMENT PROJECT, JN959



APRIL 17, 2023



April 18, 2023

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

Attention: Frank Sanchez, P.E.

Subject: Proposal for Construction Management and Inspection Services for the Vermont Avenue from Artesia Boulevard to Gardena Boulevard Street Improvement Project, JN959

Dear Mr. Sanchez:

In accordance with your Request for Proposal, we are pleased to submit our proposal for the above captioned projects.

SA Associates is a principal-owned firm, committed to engineering excellence and principal involvement. Project management and contract performance is personally directed by our principal who is a thoroughly experienced, licensed Professional Engineer with the State of California. We were selected by the City in 2019 to provide On-Call Construction Management Services for a three-year term. Our contract was extended for an additional two years through September 9, 2024.

To date we have provided construction management and/or inspection services for a construction cost of \$138 million to cities, municipalities, and water districts in the Southern California area. We recently provided construction inspection services for the city of Lawndale for the Redondo Beach Boulevard Street Improvement Project. This project is similar to the City's proposed project, and we are proposing the same Project Team.

Based on our experience, successful street projects require:

- **A Committed Team:** SA Associates' senior management is known to provide first-hand involvement in project activities, maintaining proper responsiveness and coordination efforts throughout all project phases. It is our aim to provide your project with high quality engineering services. To assure this quality, we have staffed your project with professionals who understand the project and the local conditions, and have the requisite experience, skills and familiarity with public works projects policies, and procedures.
- **A Thorough Understanding of Site Conditions:** Our staff understand the ins-and-outs of this project and this in-turn minimizes potential field discrepancies.
- **Certifications and Licenses of Project Team**
 - Our Project Managers, Construction Managers, and Engineers are all Professional Engineers registered with the state of California.
 - The inspector proposed for your project has worked with and is familiar with the "Standard Specifications for Public Works Construction" (Greenbook), Caltrans Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices, Cal/OSHA Construction Safety Orders, and preparation of encroachment permits.

We are also proposing on the Construction Management and Inspection Services for Local Streets Improvement 2020-2021, 2021-2022, and 2022-2023, Projects JN987, JN994, and JN514. **If both projects proceed concurrently, and we are selected for both, the City would experience some cost savings.**



City of Gardena
Construction Management and Inspection Services for the Vermont Avenue from Artesia Boulevard to Gardena
Boulevard Street Improvement Project, JN959
April 17, 2023
Page 2

Thank you for the opportunity and hope our proposal meets your interest and approval. Should you have any questions or require any further information, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink that reads 'Shahnawaz Ahmad'.

Shahnawaz Ahmad, P.E., President
626.821.3456
sahmad@saassociates.net



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SECTION I: PROJECT UNDERSTANDING AND SCOPE OF WORK

PROJECT UNDERSTANDING

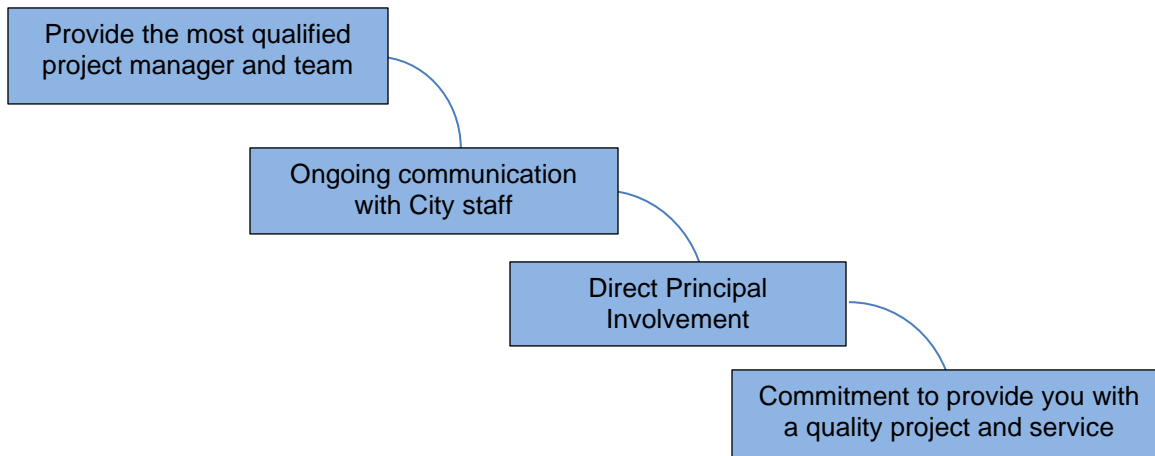
The City is seeking an engineering consultant to provide construction management and inspection service for the street improvement project along Vermont Avenue from Artesia Boulevard to Gardena Boulevard. The project consists of localized pavement milling, base course paving, cold milling various thicknesses, ARHM overlay of existing AC pavement and slurry sealing within project limits as shown on plans. Also included are various concrete improvements such as curbs, gutters, sidewalks, drive aprons and ADA ramps; Removal and installation trees; Traffic signal upgrades (addition of battery back-up systems and audio pedestrian controllers); Traffic signing, striping and raised pavement markings.

We have reviewed the contract documents, specifications, and plans provided by the City for this project.

PROJECT APPROACH

We offer the following approach to successfully complete your projects.

Our approach to your project is based on four principles that are essential for the success of your project. These principles are:



SA Associates’ overall approach to providing construction management services is to enforce the contract documents and other applicable regulations, to develop and maintain clear lines of communication between all project parties to be proactive in identifying issues, and to work diligently and effectively toward resolution of issues. We will locate resources where they can be most effectively utilized.

Our approach to your anticipated projects will also include seamless and efficient management. SA Associates will bring to these projects proactive Construction Management services and client-focused attention to solving the many complexities of these works. While on site, our primary focus as construction manager will be to monitor the Contractor and make sure that they produce quality work while reducing the element of surprise and maintaining client and public satisfaction. We will implement and adhere to these principles continuously throughout the project.

SCOPE OF SERVICES

We have reviewed, understand, and are able to perform the services listed in the RFP e-mail. In addition, we offer the following enhancements to the scope of services:

CONSTRUCTION MANAGEMENT/TEAM EXPERIENCE

Our Team has considerable experience in the management of various civil engineering projects. SA Associates



has worked on numerous similar projects in the last several years. Our previous knowledge and experience on similar projects gives us an advantage in providing the most innovative solutions to difficult or unforeseen field issues. Our project team has worked together on several project management projects in the recent past. This cohesiveness will be a great benefit to you in providing CM services.

COMMUNICATIONS

Communications is an important element of the design of your project. We will provide submittal reviews and deliverables in the proper format for your review and use. We will meet with City staff on a regular basis to keep the City informed on progress and issues affecting the project.

DIRECT PRINCIPAL INVOLVEMENT

A commitment to principal involvement in every project is a cornerstone of our success. Quality Assurance/Quality Control is personally directed by our principal. He is directly involved in project oversight and quality control issues throughout the project. This results in a personalized service to every client with ease of communication and responsiveness to your project needs.

INTERFACING WITH THE PUBLIC: PUBLIC OUTREACH AND COMMUNITY RELATIONS

A community meeting is advised prior the start of construction for most of the projects. Outreach strategies are essential to communicate with the community. We understand the need for effective public communication, to keep them informed of planned activities, schedule changes and address their concerns in a timely manner. We strongly believe in minimizing disturbance to businesses and residents and calls to the City. Good public relations with the general public are imperative to the success of any project. Typically, construction work is adjacent to private residences and businesses and construction can be very disturbing. SA Associates inspectors will be the first line of defense for addressing complaints by the public. They will work with the contractor to address issues and concerns brought forth by the public, businesses, and property owners.

SCHEDULE MONITORING

SA Associates will maintain a correspondence, information, and submittal tracking system to ensure that correspondence requiring responses, requests, and submittals are answered in a timely manner. The Contractor's submittal schedule will list all significant submittals required by the specifications and those that are critical to the Project's success. The schedule will identify the expected date that the item is due. We will review the schedule to confirm that all submittals are listed and that the planned dates allow sufficient time before the item is required on the jobsite.

SAFETY

SA Associates will ensure the Contractor has a fully integrated, extensive safety program that can respond to conditions for each specific project site. We are strongly believers that a strong safety management program, aimed to protect construction staff and the general public, when implemented with care on the projects can result in significant positive impacts and be cost effective for the overall project.

TRAFFIC CONTROL

For those projects affected by traffic control, we will work with the City to communicate and coordinate with business and property owners, road conditions in the work zone areas, safety and mobility effects of the work zone, traffic delays, lane closure times, and other impacts to the community. We will also coordinate with the contractor so that both businesses and property owners received advance notice. In addition, we will also ensure the contractor performs traffic control as per contract documents and the work is done as scheduled.

COST CONTROL

SA Associates' staff performs at a level of proficiency that minimizes redundant or unnecessary activity. Meeting deadlines and attention to detail are primary objectives. Cost control is exercised with the same importance dedicated to technical problem solving.

Staff engineers apply value analysis/investigation techniques in a systematic approach to obtain optimal value for any marginal cost increase. The result of this approach is to lower total and life cycle costs without sacrificing quality, performance, or reliability.



Project costs are reviewed on a weekly basis by the Construction Manager. These costs are reviewed against the budget and schedule. The effort required to complete the project is estimated. In this way, if the budget is close to being exceeded, steps can be taken to remedy the situation

OUR COMMITMENT TO THE CITY OF GARDENA

SA Associates is committed to provide and deliver to the City, the highest quality construction management and inspection services implementing proven and successful techniques resulting in a systematic approach to obtain optimum value for your dollars spent. Our aim is to provide you with an economical design without affecting performance and reliability.

SCOPE OF WORK

The City's e-mail of March 22, 2023 lists the scope of work for the CM&I and will not be reiterated here. The following is an enhancement of the scope.

The Scope of Work is divided into three phases as follows:

- Pre-Construction Services
- Construction Phase Services
- Post Construction Services

Pre-Construction Services:

1. Conduct a kick-off meeting with the City staff and all involved parties to discuss the scope of the project.
2. Review the project plans and conduct a job walk to verify the site conditions. Determine the construction requirements, constraints, sequence of operations, methods of traffic control, and related project activities/events. Determine any interference with current or future projects and make recommendations for construction staging and phasing.
3. Take photos and video of the existing site conditions.
4. Public Relations. Public relations is an important aspect of any construction project involving impact to the public either with traffic or access to residences and businesses. We will attend community meetings, if necessary, as well as conduct door-to-door briefings with residences and business owners to explain the project, the timing, and how impacts to the individuals can be resolved. This effort is particularly important with businesses where lack of access will cost them money and business. We will provide the impacted public and businesses our cell phone numbers to call 24/7.

Construction Phase Services:

1. Attend the Pre-Construction Conference.
2. Conduct progress meetings with the General Contractor, the City Project Manager, and other involved parties to discuss the progress of the project. Follow up on the issues raised at these meetings to expedite resolution and closure to issues.
3. Establish and implement coordination, tracking, and communication procedures among City, Construction Inspector, Designer, and Contractor.
4. Establish and implement procedures for reviewing and processing requests for clarification and interpretation of the contract documents, shop drawings, samples and other submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications, and the maintenance of field logs. Assist City in notifying the public prior to performing construction work that will impact them.
5. Provide field observation during construction. We will conduct detailed site observations of the general progress of the work to determine if the work is proceeding in accordance with the contract documents.
6. The Construction Inspector will:
 - Attend all meetings, ensure compliance with the contract documents



- Coordinate and schedule sampling and testing of construction materials, soil, AC compaction tests, etc.
 - Retain materials delivery tickets prior to placement of material
 - Record up-to-date construction information to use in preparation of the record drawings
 - Prepare daily reports
 - Report to City any violations to any applicable regulations
 - Maintain a copy of the contract documents and construction-related documents at the site
 - Coordinate all construction activities with the utility companies and other agencies within the project area and as required by the City
7. Prepare construction inspection reports. The on-site observer will complete a daily report of events that occur at the jobsite. SA Associates will implement a format for these reports which will include the following:
- Contractor's working hours on the jobsite. A separate log will be maintained if the contractor works two shifts or nights.
 - Contractor and subcontractor personnel and equipment on the jobsite.
 - Weather conditions and observations as to the effect on the progress of the work.
 - Decisions or directions given to the contractor. Items of this nature would be those of usual work progress with directions to be included in a more formal manner.
 - Daily utilization of the contractor and subcontractor equipment on the site, but obviously idle or in temporary storage will be so noted on the report.
 - Observations connected with the progress of the work including deficiencies or violations of contract requirements by the contractor.
 - Materials delivered to the job site, together with indication as to results of inspection thereof.
 - Observed or potential delays and apparent causes. The contractor's reaction to these delays will be noted.
 - Data relative to claims, extras or deduction. This should include those noted and agreed, as well as potential claims or items of disagreement.
 - Lists of visitors, including testing laboratory representatives or others.
8. Review the contract documents and verify that all the required permits have been obtained for the construction of the project.
9. Review shop drawings submitted by the contractor for compliance with the project requirements.
10. Administer, Review and Track Requests for Information (RFI's), Requests for Clarifications (RFC's), and Shop Drawings.

SA Associates will establish and implement a Request for Information (RFI) procedure for use in providing resolutions to inquiries from the contractor regarding interpretations and clarifications of the plans and specifications.

The Inspector will review contract documents and interpret the drawings as necessary to answer the questions raised by the contractor. The Inspector will determine if resolution can be developed by application of the plans, typical details, the specifications, and applicable codes and standards. If the resolution cannot be determined from these or similar documents, the Inspector will consult with the design engineer and ask for the design engineer's interpretation. If the design engineer is authorized to develop additional design details necessary to resolve a problem, SA Associates will coordinate through the engineer, the development of a revised design so that it is compatible with field conditions or status of the work, with the goal of minimizing or mitigating the impact on the contractor's work.

11. Contract Change Orders (CCO's) may be requested by the City, the contractor, the Construction Inspector, or the design engineer. Upon receipt of a proposed change, the Construction Inspector will determine the necessity of the change, check for propriety, consider other methods of accomplishing the work, method of compensation, effect on contract time, estimate of cost, the contractor's reaction to the proposed change, and the probability of final approval.

If the Construction Inspector determines that a proposed change is warranted, a proposed change order file will be established. Documents, prepared by the Construction Inspector describing the work, will be transmitted to the contractor for pricing. Concurrently, independent estimate of cost and time impact will be prepared by the City and Construction Inspector. Upon receipt of the contractor's quotation, the Construction Inspector will



review and compare it to the independent estimate. Based on the review, the Construction Inspector will either recommend approval to the City, or recommend rejection. If negotiation is authorized, the Construction Inspector will conduct the negotiations with the Contractor.

For work where a unit cost is not determined prior to performing the work, the Inspector will collect time and material sheets at the end of each day.

All documentation regarding change orders will be maintained, including dates of notification by Contractor, interim steps, recommendation by Inspector, and final decision.

12. SA Associates will assist the City to reach an agreement with the Contractor regarding disputes.
13. Review the Contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. Important scheduling elements, such as partial shutdowns, street and lane closures, detours, public notifications, material delivery, material storage, and contractor material hauling will be a part of the schedule review process.
14. If required, perform Labor Compliance:
 - Perform field interviews with the contractor's work force on the payment of prevailing wages and fringe benefits
 - Conduct labor compliance interviews of Contractor's and Subcontractor's employees.
15. Provide videotape and photographic documentation of project site prior to, during, and after construction. Ensure that any survey markers disturbed by the Contractor are restored by the Contractor.
16. Maintain a set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications, and changes.
17. Coordinate any certified technical inspections, field testing, or laboratory testing required for the project. Ensure that Contractor has notified utilities affected by the project.
18. Review and monitor the contractor's safety program. The inspector will enforce on-site safety requirements and will report to City on any observed deviations from the plan.
19. Review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation, and traffic control plans. Inspector will enforce traffic control safety requirements in and around construction zones.
20. Review the Contractor's "Best Management Practices" plan prior to beginning of construction. Monitor the Contractor's implementation to prevent storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).
21. Review of Storm Water Pollution Prevention Plans (SWPPP) as required by the City.
22. At the completion of the project, coordinate inspection of the work to determine if any work is incomplete. Prepare a punch list of the incomplete work and provide to the Contractor and City. Coordinate subsequent inspections to confirm that incomplete work has been completed satisfactorily.
23. The Construction Inspector will maintain a copy of the plans on the site with all the changes. Upon completion of construction, SA Associates will conduct an As-Built verification, and prepare and provide a copy of the marked-up As-Built plans to the City. Drafting of the as-built plans will be by others.
24. Assist City in maintaining a good relationship with the public. Construction Inspector will immediately report to the City any inconvenience to the public and will try to remedy arising problems as soon as possible, subsequent to discussion with the City.
25. Testing Services
 - Provide field monitoring, testing and inspection for the street pavement work.
 - Perform laboratory tests on subgrade, base and asphalt materials.
 - Provide geotechnical and materials inspection and testing and perform continuous and periodic inspections.



Post Construction Services

1. Contract closeout services will include the administration of the transfer of the project to the City, coordination of warranty activities, and demobilization of the Contractor and CM Staff.
2. At the completion of the project, coordinate inspection of the work to determine if any work is incomplete. Prepare a punch list of the incomplete work and provide to the Contractor and City. Coordinate subsequent inspections to confirm that incomplete work has been completed satisfactorily.
3. At the completion of the project, turn over all documents including final redline as-built drawings. Coordinate the completion of final as-built drawings.

PROJECT SCHEDULE

The project is estimated to start in June of 2023.

According to the Contract Documents, all work shall be completed within **60 Working Days** from the date the Notice of Proceed is issued by the City.

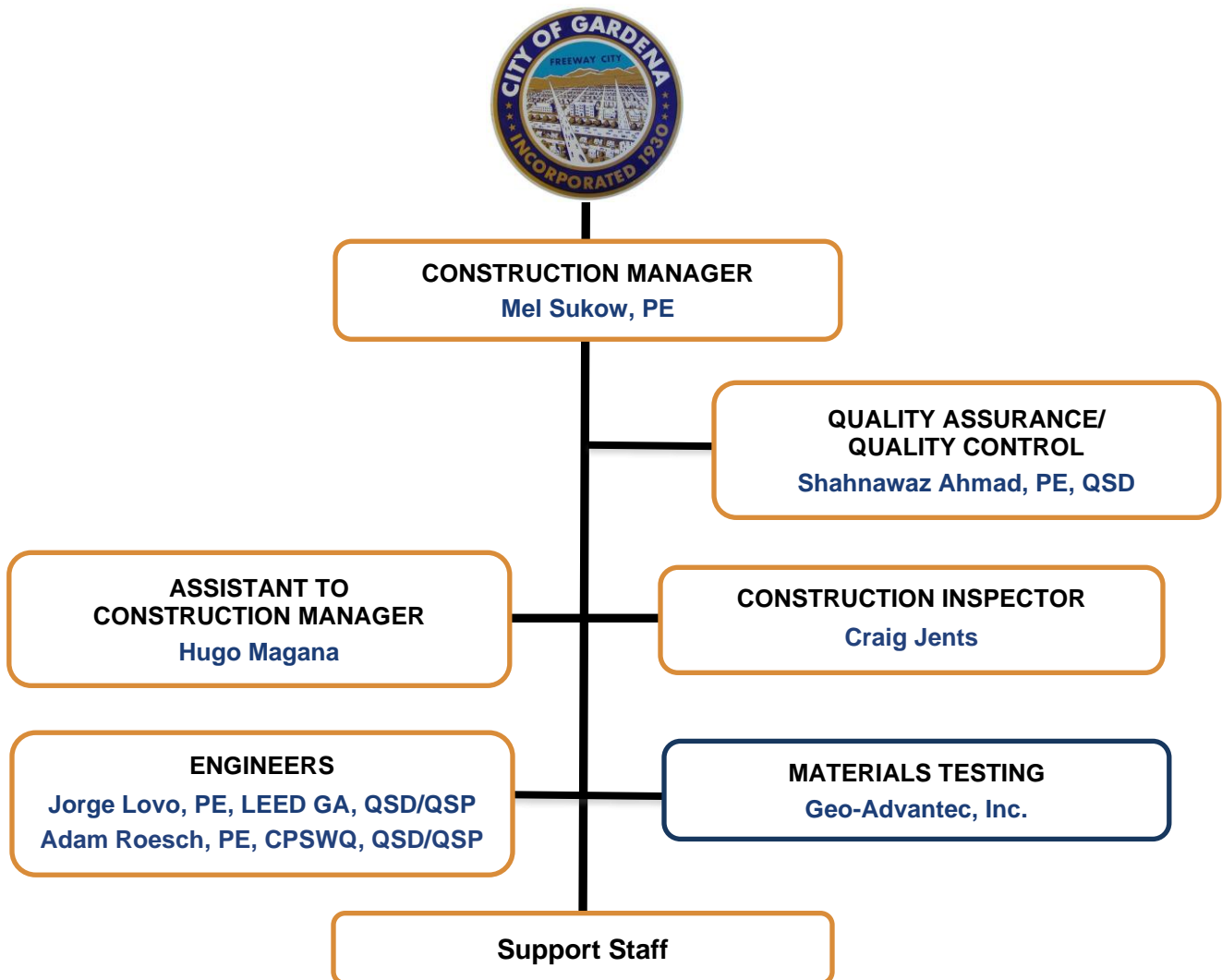


SECTION II: PROJECT TEAM

The high quality of SA Associates’ work derives largely from the competence of its individual employees and the blending of their talents to meet the requirements of your project. To ensure this quality, it is our company’s policy to staff each project with those employees who have the requisite experience, interest, and skills to match the needs of the Project.

Our team selected for your project understands the local conditions and has the ability and the experience to provide technically innovative and cost-reducing solutions while meeting the City’s needs and goals on time and within budget. Our Team of Professionals has been selected based on prior relationships, reputation for quality and timely services and experience on similar projects.

ORGANIZATIONAL CHART



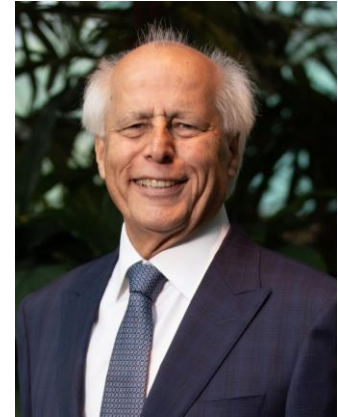
Resumes for our Project Team members are on the following pages.



SHAHNAWAZ AHMAD, P.E., QSD
Quality Assurance/Quality Control

Mr. Ahmad founded SA Associates in 1989, creating a civil engineering firm focused on city, county, and municipal agencies. Mr. Ahmad has over 40 years' experience.

Currently he is involved with projects on water and sewer system master planning; water resources; water supply and treatment; water reuse; wastewater collection, treatment, and disposal; storm drainage; design of water and wastewater treatment plants, water pipelines, sewers, pumping stations, wells, storage reservoirs, and water reclamation systems; studies of water and wastewater treatment processes; and industrial waste problems.



PROJECT EXPERIENCE

Construction Management

- City of Azusa
- City of Alhambra
- City of Bellflower
- City of Burbank
- City of El Monte
- City of Fontana
- City of Glendale
- City of Glendora
- City of Lawndale
- Long Beach Water Dept.
- County of Los Angeles, DPW

- City of Manhattan Beach
- City of Monterey Park
- City of Norwalk
- Orange County Public Works
- City of Pomona
- City of San Bernardino
- City of San Marino
- City of Santa Monica
- City of Whittier

Project Management

- City of Manhattan Beach
- City of Monterey Park
- City of Moreno Valley
- City of Pomona

CITY OF ALHAMBRA

- . Westmont Water Main – Construction management and inspection services for replacement of 3,500 ft. of 4” and 14” mains.
- . Valley Blvd-Almanson Sewer Project Construction management and inspection services for 3,500 ft. of 4”& 14” main replacement.

CITY OF AZUSA

- . Citrus Avenue Reconstruction – Construction management and inspection services for street reconstruction project.

CITY OF BELLFLOWER

- . Palo Verde Pavement Rehabilitation – Construction management and inspection services for the rehabilitation/resurfacing of a segment of Palo Verde Avenue.

CITY OF BURBANK

- . Safe Routes to School Federal Cycle 1 Phase I & II – Construction inspection for the construction of a new PCC sidewalk
- . Alameda Avenue and Buena Vista Street Intersection Improvement – Construction inspection services for ADA compliance, testing and construction material testing coordination, and AC compaction tests.

EDUCATION:

University of Karachi, Pakistan, B.E., Civil Engineering
University of California, Berkeley, M.S., Sanitary Engineering

REGISTRATION:

Registered Civil Engineer, California
No. 23712

MEMBER:

American Academy of Environmental Engineers, Diplomate
American Public Works Association
American Society of Civil Engineers
American Water Works Association
California Water Environment Association
Southern California Water Utilities Association
Water Environment Federation



- . Olive Avenue and Alameda Avenue Intersection Improvement – Construction inspection services for the construction of traffic signals and pedestrian crossing ramps, decomposed granite AC pavement, cold milling, and 2” AHRM paving.
- . Magnolia Park and Parking Lot Improvement Phase I – Construction inspection services for the repair/replacement of pavement and CMU wall fence.
- . Various Street Improvements – Construction observation for various street improvements, sidewalk repair, and miscellaneous permit projects.

CITY OF LAWDALE

- . Currently providing QA/QC services for Redondo Beach Boulevard Street Improvement Project
- . Project Coordinator for the FY 2020-2021 Annual Street Improvement Project.

CITY OF MANHATTAN BEACH

- . Provided inspection services for rehabilitation of approximately 20,600 ft. of pavement for Liberty Village Neighborhood and Marine Avenue Pavement Rehabilitation project. The work consists of cold milling existing pavement, and overlay with rubberized asphalt, AC paving, traffic striping and markings, and traffic loop replacement.

CITY OF POMONA

- . Federal Streets Rehabilitation – Construction management services for citywide street improvements.

CITY OF SAN BERNARDINO

- . Construction Inspection Services for various projects

CITY OF SAN MARINO

- . Construction Inspection Services for the 2019 Street Rehabilitation Program

CITY OF SANTA MONICA

- . Water Main Replacement Upgrade – Construction management and inspection to replace 3,450 ft. of sewer pipeline and rehabilitation of 1,980 ft. of sewer pipeline.
- . 2014 Annual Wastewater Improvements

CITY OF WHITTIER

- . Palm Avenue and Scenic Drive Infrastructure Improvements – Construction Management and Inspection Services



JORGE LOVO, P.E., LEED GA, QSD/QSP
Engineer

Mr. Lovo has over 21 years of experience designing and managing a variety of infrastructure projects. Project types range from streets, roadways, sewers, storm water, to water-related projects. The water related include water, wastewater, recycled water, and storm water facilities including conveyance, water quality & treatment, pump stations, and storage.

He provides technical leadership on small to large sized projects; supporting teams winning new business; interacting with clients, agencies and other consulting firms; preparing detailed engineering calculations, CAD drawings, estimates, master planning, facilities condition assessment, construction support, preparation of plans, specifications and others documents for permitting and construction. His expertise lies mostly with city, municipal and agency projects. He is adept at working with municipalities and understands their process.



PROJECT EXPERIENCE

CITY OF ANAHEIM

- . Dale designed the widening of the portion of Dale Street adjacent to the properties at 517, 519, and 523 N. Dale Avenue. The work involved widening the roadway just in front of the properties from 30 feet to 45 foot right-of way in order to implement and maintain the City’s Master Plan of Arterial Highways.

BOY SCOUTS OF AMERICA

- . Trask Scout Camp Water System Rehabilitation and Enhancement Project - Design services for design-build project at the Boy Scouts camp in the city of Monrovia foothills.

CITY OF IRVINE

- . Project Engineer for preparation of a traffic study/intersection analysis and infrastructure plans, including traffic signal modification plans, intersection improvement plans, construction details, street light modification plans, traffic striping and signing plans, landscaping irrigation plans, utility coordination/mapping, specifications, and construction cost estimates for the following improvements necessary for improving the traffic circulation at the Culver- Alton and Culver-Main intersections
- . Project Engineer for preparation of infrastructure plans, including street improvement plans, right-of-way engineering, grading plans, landscape planting/irrigation plans, permitting, specifications, and construction cost estimate for Barranca Parkway from the I-5 Freeway to Alton Parkway.

CITY OF MONTEREY PARK

- . Water and Sewer Improvements Atlantic Boulevard - Plans and specifications for a 12” 2,030 feet ductile iron main, replacement of laterals, new fire hydrants/services, valves, abandonment of existing mains, tie-in to existing system, pre/post CCTV videos, paving and striping restoration.

CITY OF ONTARIO

- . Water Main Replacement – Plans and specifications for 25,430 ft. of 2” -12” water mains at 30 locations. The new mains will be 8” -12” in diameter. The scope also includes a new 450 linear ft. water main, along with replacement of service laterals, fire hydrants and related appurtenances.

EDUCATION:

B.S. Civil Engineering
University of Hawaii

REGISTRATION:

Registered Civil Engineer,
California
No. C75632
Registered Civil Engineer, Canada
Board of Professional
Engineers

CERTIFICATION:

LEED Green Associates – Green
Building Certification Institute,
ID No. 10779963
Construction Management,
University of Quebec, Canada
Professional Studies in Technique
of
Architecture, College of Old
Montreal

Qualified SWPPP Developer
(QSD)
Qualified SWPPP Practitioner
(QSP)
Certificate No. 25596



HUGO MAGAÑA
Assistant to Construction Manager

Mr. Magana is a Designer/Draftsman/Technician. He graduated with a Mechanical Engineering degree. He is well versed in the use of AutoCAD and GIS software. Mr. Magana is currently providing technical and CAD assistance on various street, sewer, and water projects.



PROJECT EXPERIENCE

CITY OF ALHAMBRA

- Main Street Sewer Replacement – AutoCAD Designer, Replacement of approximately 1,858 LF of an existing 8-inch sewer main with a 12-inch sewer main on Main Street, between Bushnell Avenue and Atlantic Boulevard. The existing 8” sewer main is located on the westbound lanes of Main Street. The City’s Sewer System Rehabilitation Plan identified this location as the highest priority for improvements due to its aging conditions and to improve sewage flow capacity in the area.

CITY OF CHINO

- Quadrant I Water Main Replacement – AutoCAD Designer, Plans and specifications for approximately 10,940 feet of city-wide segment replacements with 8” C900 PVC pipe. In addition, the project consists of the replacement of the replacement or reconnection of existing service laterals and reconnections to the existing water mains.

CITY OF INGLEWOOD

- AutoCAD Designer for preparation of plans and specifications for the upgrade/repair of segments of the exiting 8” to 15” vitrified clay pipe throughout the City to improve the existing sewer system under the Sewer Main Replacement Program Phase I. In addition, the project consisted of the replacement or reconnection of existing sewer laterals within the project area as a result of the replacement of the existing VCP

CITY OF IRWINDALE

- Assisting the Construction Manager for the City’s 2020-2021 Resurfacing Project, Avenida Barbosa and Buena Vista Street from Avenida Barbosa to City Limits.

CITY OF LAWNSDALE

- Assistant Construction Manager for Redondo Beach Boulevard Street Improvement Project

CITY OF MANHATTAN BEACH

- Sewer Infrastructure Improvements – AutoCAD Designer, Plans and specifications for various sewer reaches throughout the City.
- Providing technical support for preparation of the City’s Risk & Resilience and Emergency Response Plans.

CITY OF MONTEREY PARK

- Water & Sewer Improvements Atlantic Boulevard – AutoCAD Designer, Preparing plans & specifications for water & sewer main improvements on Atlantic Blvd. from W. Hellman Avenue to W. Newmark Avenue with a 12-inch ductile iron water main of approx. 2,030 ft. length, and about 2,450 f.t of 12-inch HDPE sewer via pipe bursting. Sewer will also be improved along Garvey Ave., from its intersection with Atlantic Blvd. to Ynez Ave., with approx. 650 ft

EDUCATION:

- California State University
B.S. Mechanical Engineering
- Rio Honda College
College of Engineering and Technology
- California State University,
Fullerton, College of
Engineering and Technology

AFFILIATIONS:

- Engineers for a Sustainable World, Cal State Long Beach
- Center for Academic Support in Engineering and Computer Science, Cal State Fullerton
- Society of Mexican American Engineers and Scientists, Cal State Fullerton and Cal State Long Beach



of 16-inch HDPE via pipe bursting and 900 ft of 18-inch VCP via open trench. Water and Sewer improvements will also include replacement of laterals, installation of new fire hydrants/services, valves, sewer manholes, abandonment of existing mains, tie-in to existing systems, pre/post CCTV videos, paving and striping restoration

Sewer Spot Repairs and CIPP Installation – AutoCAD Designer, Prepared plans and specifications for 91 spot repairs and 9,730 ft. of CIPP installation in various locations throughout the City. The project involved review of CCTV videos to verify the work involved.

CITY OF NORWALK

FY 2017/18 Sewer Main Repair Project – AutoCAD Designer, Engineering design services to repair or replace (based on current condition) numerous segments of existing 8-inch to 18-inch sewer mains throughout the City to improve the existing sewer system as identified from a detailed investigation as a part of the 2014 Sewer System Management Plan (SSMP). The investigation consisted of a citywide CCTV survey of the existing sewer system to identify segments with defects. As a result, the City has identified 60 sewer reaches deemed as high priority for repair/replacement. Where there are short sections of pipe that have broken and/or missing pipe walls, trenchless technology may be employed to prepare the existing pipe to be acceptable to serve as a host pipe for CIPP lining. When there are short sections of pipe that need to be repaired, a sectional liner, which can fix sections of pipe for a length of up to 4 ft. is recommended because it resolves the problem in an economically efficient manner while minimizing resident inconvenience

CITY OF WHITTIER

Sewer Main Phase I Project – AutoCAD Designer, Design services to replace a total of approximately 11,000 linear feet (LF) of existing 6-inch to 10-inch sewer main to new 8-inch to 16-inch diameter polyvinyl chloride sewer pipeline at various locations. Improvements address deficiencies in flow capacity and reduce the risk of overflows



CRAIG JENTS
Construction Inspector

Mr. Jents retired from the City of Anaheim after 35 years as a Senior Construction Inspector. He worked as Senior Construction Inspector performing various street improvement projects including raised medians, landscaped medians, street resurfacing, sewer/water projects, street widening, and traffic signal modifications

PROJECT EXPERIENCE

CITY OF ANAHEIM

- . Lincoln and State College Intersection widening – Inspection services, scope included new poles, conduits and rewiring intersection

EDUCATION:
Courses and Seminars related to Public Works

CITY OF BURBANK

- . Inspection services for a range of projects – Installation of new poles, signal heads, rewiring intersections, safe route to school, and I5/SR-134 congestion management.

CITY OF FONTANA

- . As-Needed Construction Inspection Services – Inspection services for street, traffic signals, and permit projects.

CITY OF GARDEN GROVE

- . Brookhurst Triangle Sewer Project – Inspection services for construction of 15”-18” VCP sanitary sewer pipes and 14” water main replacement.

CITY OF GLENDALE

- . \$4.25M Street Improvement – 1,500 ft. of 12” VCP and 500’ of 15” VCP.
- . Pacific Avenue Street Improvement– \$7.1 M street improvement project. With 1,600 ft. of 15” VCP and 1,300’ of 18” VCP.
- . Monterey and Glendale Avenues Street Improvement – 1,500 ft. of 12” VCP and 500’ of 15” VCP.

Ocean View Street Improvement – Updated an existing intersection and signaling a new intersection.

CITY OF GLENDORA

- . Lone Hill Avenue Street Improvements – Inspection services for street improvements.

CITY OF LAWNSDALE

- . Currently providing construction inspection services for the Redondo Beach Boulevard Street Improvement Project
- . Provided construction inspection services for the FY 2020-2021 Annual Street Improvement Project.

CITY OF SAN MARINO

- . Construction Inspection Services for the 2019 Street Rehabilitation Program



ADAM ROESCH, PE, QSD/QSP
Engineer

Mr. Roesch serves as an engineer for various projects, including water main, wells, sewer, storm, & street projects. Due to his knowledge of engineering principles, Mr. Roesch provides valuable engineering assistance to SA Associates. Also, due to his past and part-time experience in environmental engineering/water quality, Mr. Roesch provides valuable technical assistance, especially in areas related to NPDES permitting



PROJECT EXPERIENCE

CITY OF ALHAMBRA

- Main Street Sewer Replacement – Engineer, Replacement of approximately 1,858 LF of an existing 8-inch sewer main with a 12-inch sewer main on Main Street, between Bushnell Avenue and Atlantic Boulevard. The existing 8” sewer main is located on the westbound lanes of Main Street. The City’s Sewer System Rehabilitation Plan identified this location as the highest priority for improvements due to its aging conditions and to improve sewage flow capacity in the area.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Recycled Water Pipeline Extension in the City of South Gate – Engineer. The work consists of the preparation of Plans, Specifications, and Estimate of Probable Construction Costs for The Recycled Water System Extension in the City of South Gate, CA. This Project consists of the construction of approximately 24,600 linear feet (LF) of recycled pipeline varying in diameter between 8” and 20”.

CITY OF CHINO

- Quadrant I Water Main Replacement – Engineer, Plans and specifications for approximately 10,940 feet of city-wide segment replacements with 8” C900 PVC pipe. In addition, the project consists of the replacement or reconnection of existing service laterals and reconnections to the existing water mains.

CITY OF INGLEWOOD

- Engineer for preparation of plans and specifications for the upgrade/repair of segments of the exiting 8” to 15” vitrified clay pipe throughout the City to improve the existing sewer system under the Sewer Main Replacement Program Phase I. In addition, the project consisted of the replacement or reconnection of existing sewer laterals within the project area as a result of the replacement of the existing VCP

CITY OF MANHATTAN BEACH

- Engineer for the Sewer Infrastructure Improvements for Cycle 2 Sewer Project for various sewer reaches throughout the City.

CITY OF MONTEREY PARK

- Water & Sewer Improvements Atlantic Boulevard – Engineer, Preparing plans & specifications for water & sewer main improvements on Atlantic Blvd. from W. Hellman Avenue to W. Newmark Avenue with a 12-inch ductile iron water main of approx. 2,030 ft. length, and about 2,450 ft. of 12-inch HDPE sewer via pipe bursting. Sewer will also be improved along Garvey Ave., from its intersection with Atlantic Blvd. to Ynez Ave., with approx. 650 ft of 16-inch HDPE via pipe bursting and 900 ft of 18-inch VCP via open trench. Water and Sewer improvements will also include replacement of laterals, installation of new fire

EDUCATION:
California State University, Long Beach
B.S. Civil Engineering

REGISTRATION:
Civil Engineer, California
California No. 92220

Certified Professional in Storm Water
Quality (CPSWQ)
Certificate No. 1022

Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25508

SOFTWARE:
Microsoft Office
Adobe
Autodesk (AutoCAD)



hydrants/services, valves, sewer manholes, abandonment of existing mains, tie-in to existing systems, pre/post CCTV videos, paving and striping restoration

Sewer Spot Repairs and CIPP Installation – Prepared plans and specifications for 91 spot repairs and 9,730 ft. of CIPP installation in various locations throughout the City. The project involved review of CCTV videos to verify the work involved.

CITY OF NORWALK

FY 2017/18 Sewer Main Repair Project –Engineering design services to repair or replace (based on current condition) numerous segments of existing 8-inch to 18-inch sewer mains throughout the City to improve the existing sewer system as identified from a detailed investigation as a part of the 2014 Sewer System Management Plan (SSMP). The investigation consisted of a citywide CCTV survey of the existing sewer system to identify segments with defects. As a result, the City has identified 60 sewer reaches deemed as high priority for repair/replacement. Where there are short sections of pipe that have broken and/or missing pipe walls, trenchless technology may be employed to prepare the existing pipe to be acceptable to serve as a host pipe for CIPP lining. When there are short sections of pipe that need to be repaired, a sectional liner, which can fix sections of pipe for a length of up to 4 ft. is recommended because it resolves the problem in an economically efficient manner while minimizing resident inconvenience

CITY OF WHITTIER

Sewer Main Phase I Project – Engineer, Design services to replace a total of approximately 11,000 linear feet (LF) of existing 6-inch to 10-inch sewer main to new 8-inch to 16-inch diameter polyvinyl chloride sewer pipeline at various locations. Improvements address deficiencies in flow capacity



MEL SUKOW, P.E.
Construction Manager

Mr. Sukow has over forty years of professional engineering experience in project planning, project analysis, project expediting and project design including surveying, mapping, planning, civil and structural aspects. He has provided consulting services for the preparation of plans and maps for subdivision, institutional, commercial and infrastructure type projects to land developers, agencies, architects and other engineering firms. Plans include street, sewer, storm drain, grading and structural plans. Also providing various surveying and mapping functions such as design surveys, construction surveys, legal descriptions, right-of-way maps, etc.



PROJECT EXPERIENCE

CITY OF ANAHEIM

- Designed the widening of the portion of Dale Street adjacent to the properties at 517, 519, and 523 N. Dale Avenue. The work involved widening the roadway just in front of the properties from 30 feet to 45 foot right-of way in order to implement and maintain the City's Master Plan of Arterial Highways.

CITY OF IRVINE

- Prepared a traffic study/intersection analysis and infrastructure plans, including traffic signal modification plans, intersection improvement plans, construction details, street light modification plans, traffic striping and signing plans, landscaping irrigation plans, utility coordination/mapping, specifications, and construction cost estimates for the following improvements necessary for improving the traffic circulation at the Culver- Alton and Culver-Main intersections
- Prepared infrastructure plans, including street improvement plans, right-of-way engineering, grading plans, landscape planting/irrigation plans, permitting, specifications, and construction cost estimate for Barranca Parkway from the I-5 Freeway to Alton Parkway.

CITY OF LAWDALE

- Currently providing construction management services for the Redondo Beach Boulevard Street Improvement Project

CITY OF LOS ANGELES, BUREAU OF ENGINEERING, LOS ANGELES, CA – DESIGN ENGINEER

Worked in the following design areas:

- Street Design-Prepared designs for new and widening type projects. Projects included associated storm drain, sewer and utility design.
- Subdivision Development-The tasks included survey, mapping, planning and civil engineering aspects of projects.
- Structural Engineering-The work included bridge designs, building designs and wall designs.
- Construction Engineering-During the construction phase of projects provided engineering support by reviewing shop drawing submittals, responding to request for information and modifying plans to deal with field conditions.

Transportation Engineering - Served as the liaison between Caltrans and the City's Bureau of Engineering on all Caltrans' projects.

STAGG STREET-PARCEL MAP L.A. NO. 2015-4428

- Provided all planning, surveying, mapping and civil plans for this subdivision project. Plans included grading, sewer and street plans. The street work included widening the adjacent public street and adding private streets within the subdivision. Map was recorded with the County and plans were approved for construction.

EDUCATION:
California State University, Fresno
B.S. Civil Engineering

REGISTRATION:
Registered Civil Engineer,
California,
No. PE 22673

MEMBER:
American Council of Engineering
Companies of California (ACEC-
CA)
State Director
City of Los Angeles-City Engineer/
ACEC-CA Liaison Committee
American Society of Civil Engineers



Geo-Advantec Inc.

Geotechnical Engineering, Earthquake Engineering, Engineering Geology

SHAWN ARIANNIA, Ph.D., P.E., G.E. PRINCIPAL GEOTECHNICAL ENGINEER

EDUCATION

- B.S., Civil Engineering (1982),
University of Tehran
- M.S., Civil Engineering (1985),
University of Tehran
- Ph.D., Geotechnical Engineering,
University of California, Los
Angeles (UCLA)

REGISTRATION

- Registered Geotechnical Engineer:
California, #2824
- Professional Civil Engineer:
California, #65642
- Asphalt Mix Design Certification,
Asphalt Institute
- Member of National Science
Foundation (NSF) Review Panel, US
- Past President, ASCE Inland Empire
Geotechnical Committee

EXPERIENCE HIGHLIGHTS

- 34 years of experience in Civil
Engineering and Geotechnical
Engineering Projects for Public and
Private Clients
- Served as the Geotechnical
Engineer of Record and completed
more than 200 geotechnical study
for DSA projects in California,
including schools and community
colleges
- Saved Hundreds of Thousand
Dollars for Clients by Providing
High Quality yet economic
alternate geotechnical engineering
Solutions
- High Extent of familiarity with all
the tasks involved in
transportation projects
- Vast knowledge and experience in
Geotechnical Seismic
Rehabilitation Study and Site-
Specific Evaluations
- Extensive Experience in Pavement
design, retrofit, and management
projects with various cities in
Southern California
- Geotechnical engineering for
various transportation, bridge,
parking structures and commercial
buildings

Geo-Advantec, Inc.
457 W. Allen Avenue, Suite 113
San Dimas, CA 91773
909.305.0500

Dr. Ariannia has more than 34 years of experience in design, supervision and technical management for projects in the structural and geotechnical fields. He possesses extensive and responsible experience in design, supervision, and technical management of major projects in both structural and geotechnical fields. He has been involved in major projects such as transportation/transit, highway and railroad bridges, tunnels, power plants, cooling towers, silos, and medium to high-rise multi story structures. The breadth of his experience includes geotechnical analysis, field and laboratory test management, slope stability and liquefaction analysis, seismic hazard evaluation, pile and earth retaining structures design, design and implementation of soils and slope stabilization, repair and retrofit methods relevant to soils, foundation, and structural behavior for different types of structures. During last two decades, he has actively practiced geotechnical engineering and consulting in southern California and has been the Geotechnical Engineer of Record for numerous roads, highways, and transportation projects, educational projects, multi-story buildings, and parking structures. He served as the principal geotechnical engineer for various types of projects including:

- Transportation, Pavement Engineering, Bridges, and Parking Structures
- Public Agencies, Cities, and Municipalities
- Schools and Educational Facilities
- Hospitals and Medical Facilities
- Aviation, Ports, and Harbors

SAMPLE EXPERIENCES

- Principal in charge of the geotechnical instrumentation and monitoring for Trunk Line South, Unit 4, Phase 2 for Los Angeles Department of Water and power (LADWP)
- Project manager and principal geotechnical engineer of recycled water pipeline system extension for various streets for Central Basin Municipal Water District and City of South Gate
- Principal geotechnical engineer of Valley Blvd. Sewer Replacement for the city of Alhambra
- Principal geotechnical engineer of the Beverly Blvd. New Water Main Replacement for the city of Whittier
- Project manager and principal geotechnical engineer of Yorba Substation site investigation project for the city of Anaheim



SECTION III: FEE PROPOSAL

FEE ESTIMATE

Task	CM	ACM	Insp.	QA/QC	Sec.	Total	
						Hours	\$
1. Construction Management	288	36		24	32	380	66,504
2. Construction Inspection			480			480	69,600
3. Materials Testing						0	20,000
4. Direct Costs							5,896
TOTAL	288	36	480	24	32	860	162,000

The fee is based on the following assumptions:

1. Construction schedule of 60 working days
2. Full time construction inspection for 60 working days
3. No overtime, nighttime work, or weekend work included

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Construction Manager	\$ 185.00
Engineer	\$ 180.00
Quality Assurance/Quality Control	\$ 235.00
Assistant to Construction Manager	\$ 120.00
Technician/CADD Operator	\$ 108.00
Construction Inspector	\$ 145.00
Secretary	\$ 102.00

Reimbursable In-House Costs

Photo Copies	\$ 0.15/each
Blueprints	\$ 0.50/S.F.
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	\$ 0.65/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

Note: Rates effective to December 31, 2023



SA

ASSOCIATES

1130 W. Huntington Drive, Unit 12
Arcadia, CA 91007
Tel 626.821.3456
Fax 626.445.1461
www.saassociates.net

Attn: City, c/o City Clerk

Onyx Paving Company, Inc.

2890 E. La Cresta Ave.

Anaheim, CA 92806

Bid for: Vermont Avenue Street Improvements

From Artesia Blvd. to Gardena Blvd.

Project No. JN959

City of Gardena

City Clerk

1700 W. 162nd Street

Gardena, CA 90247-3778

'23 APR 18 PM 12:51
CITY CLERK'S OFC

#2



CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.**

JN 959

March 2023

CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.

JN 959

Plans & Specifications prepared by:



Marco Canta, PE
6/30/24
Cannon Corporation
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606

Memoranda:

Plans and specifications are available at Planwell Administrator, 562.436.9761 or www.crplanwell.com

Bid Results: <https://www.cityofgardena.org/public-contracts/>

City of Gardena Public Works Engineering Division: 310.217.9568

**CITY OF GARDENA
NOTICE INVITING BIDS
for
Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.
PROJECT NO. JN 959**

Plans and Specifications are available through ARC Document Solutions. Please be advised that there is an additional charge for delivery. Upon payment of the purchase price, they become the property of the purchaser and may not be returned for refund.

You may access the plans through the following website under Public Planroom:

www.crplanwell.com

For help accessing and ordering, please contact a Planwell Administrator at 562.436.9761.

Notice is hereby given that the City of Gardena will receive sealed bids at the office of the City Clerk, City Hall, 1700 W. 162nd Street, Gardena, California, until 1:00 PM on April 18, 2023, and shortly thereafter on this same day, they will be publicly opened and read in the City Clerk's Office in-person and via ZOOM.

The information to join the bid opening via ZOOM is the following:

**Topic: Bid Opening
Time: 1:00 PM on April 18, 2023 (Shortly thereafter the deadline)
Join ZOOM Meeting**

<https://us02web.zoom.us/j/84787132412>

Meeting ID: 847 8713 2412

Dial by phone: 1 669 900 9128 US

Should you have any questions or concern in delivering a bid or joining the ZOOM Meeting, please contact City Clerk's office at (310) 217-9565 or via email at cityclerk@cityofgardena.org.

All bids must be in writing, must be sealed, and must be plainly marked on the outside: **"BID ON PROJECT NO. 959"**. Any bid received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned unopened to the bidder.

Bids are required for the entire work as described below:

Work consists of excavation, asphalt concrete pavement, cold mill, asphalt rubber hot mix overlay, curb and gutter, sidewalk, cross gutter, adjustment of manholes and water valves to grade, curb ramps, striping and signage, traffic control, water pollution control and all other related work for Vermont Ave from Artesia Blvd to Gardena Blvd.

ENGINEER'S ESTIMATE: \$898,244.00

The time of completion of contract shall be 60 working days as defined in the latest Standard Specifications for Public Works ("Greenbook"). Liquidated Damages, as defined in Section 6-9, shall be \$2000 per each consecutive calendar day.

Each bidder must submit a proposal to the City, c/o City Clerk in accordance with the Plans and Specifications. Said proposal is to be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Gardena, in an amount not less than 10 percent of the total bid submitted.

The envelope enclosing the proposal shall be sealed and addressed to the City of Gardena c/o City Clerk and delivered or mailed to the City at 1700 W. 162nd Street, Gardena, California 90247-3778. The envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: CITY, c/o CITY CLERK
(Bidder's Name and Address) _____

(Number and title of this project) _____

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney.

The contractor shall have an active **Class "A"** license from the Contractor's State License Board at the time of submitting bid.

Pursuant to Public Contract Code Section 22300, the Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the City to insured performance under the contract unless applicable federal regulations or policies do not allow such substitution. Such security shall be deposited with the City, or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City Attorney.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive responsible bidder.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code, California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates of per diem wages are on file at the Gardena City Clerk's office and the office of the City Engineer, and copies shall be made available to any interested party on request. The prevailing rates of per diem wages referred to herein are hereby made a part of this Notice by reference.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it. Contractor and any Subcontractor under it shall comply with the requirements of said sections in the employment of apprentices.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

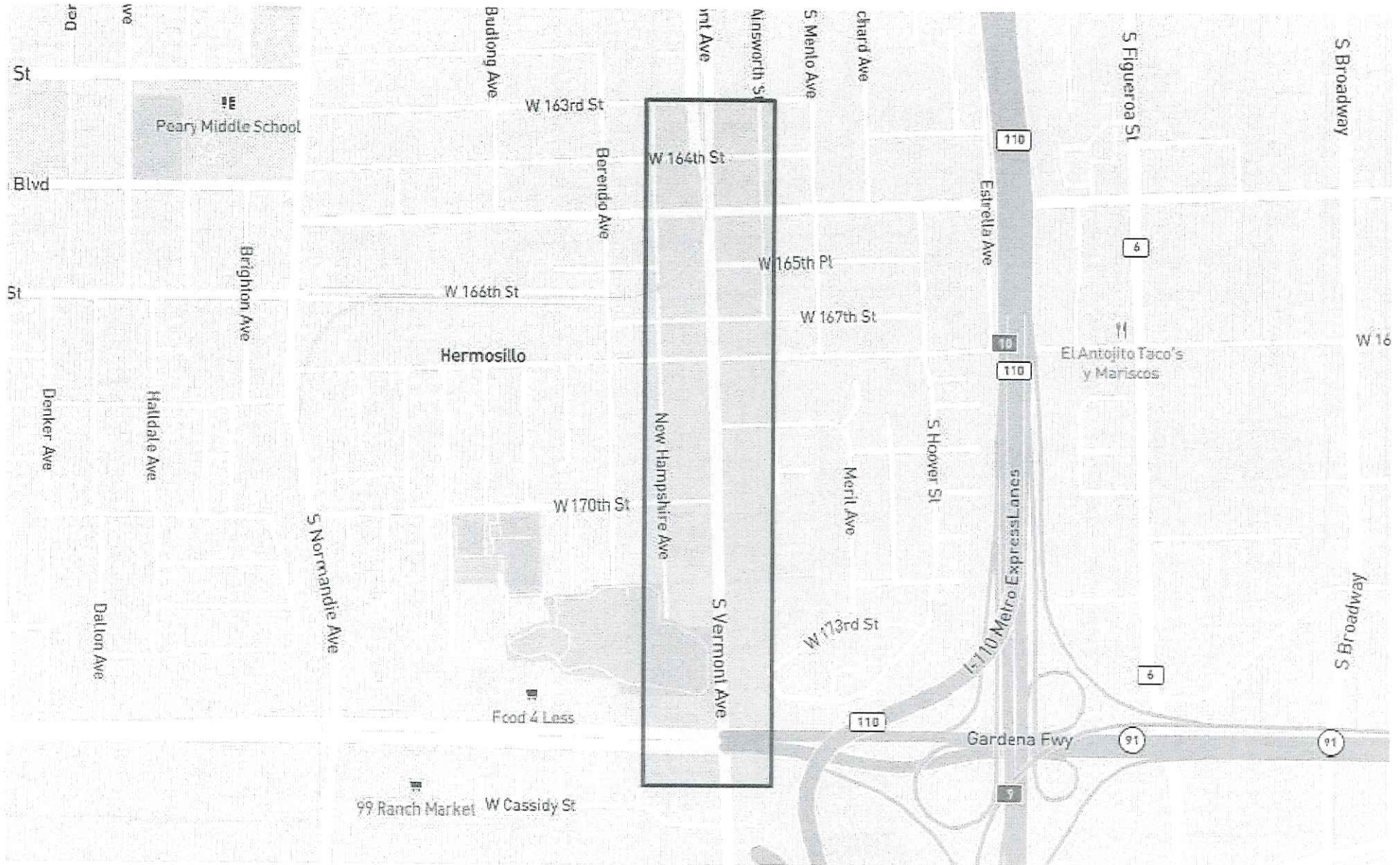
Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

Award of Contract: The following are conditions to the award of the contract:

- I. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract was awarded); and
- II. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 17265.5.

Any questions regarding this bid package may be referred to Frank Sanchez, P.E. Public Works Engineering Division at 310.217.9631.

Vermont Ave Street Improvement Project from Artesia Blvd to Gardena Blvd, JN959




1" = 1000 ft	Location Map	03/02/2023	
<p>This map may represent 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.</p>			

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INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms in the project specifications and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids.

PRPOSAL / BID DOCUMENTS

All Proposals shall include the following executed documents to be submitted with each bid:

Bidding Schedule

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Bid Bond

Designation of Subcontractors

Construction Project Reference

Certificate of Non-Discrimination by Contractors

Certification of Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Primary Covered Transitions

DELIVERY OF PROPOSAL

The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

MODIFICATIONS AND ALTERNATIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may be grounds for its rejection as non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

DISCREPANCIES IN PROPOSALS

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may be grounds for its rejection as non-responsive. The bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

PROPOSAL GUARANTEE – BIDDER'S SECURITY

Each bidder shall submit with his Proposal cash, an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions herein, the funds represented by said cash, check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as a bid bond forfeiture due the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest responsive responsible bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California as an "admitted surety insurer" and shall be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or nationally chartered bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks (without interest) as provided in Section 2-1.6 of the Special Provisions bound herein.

DISQUALIFICATION OF BIDDERS

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

CONTRACT DOCUMENTS

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract. Unless extended by agreement of the City, failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page CD-1.

BID PROPOSAL (BP)

**Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.**

PROJECT NO. JN 959

Contractor: ONYX PAVING COMPANY, INC.
Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806
Phone: 714-632-6699
Fax: 714-632-1883
License No.: 630360
D.I.R. No. 1000004798
Email: BIDS@ONYXPAVING.NET

To Be Submitted

WITH

Bid Package

BID PROPOSAL

PROJECT NO. JN 959

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

Vermont Avenue Street Improvements From Artesia Blvd. to Gardena Blvd.

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within 50 Working Days from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Mobilization (5% Max)	LS	1	\$ 39,550	\$ 39,550
2	Traffic Control	LS	1	\$ 128,060	\$ 128,060
3	Construction Survey	LS	1	\$ 13,000	\$ 13,000
4	Mill Asphalt Concrete Pavement – 2"	SF	102,000	\$ 0.60	\$ 61,200
5	Remove and Reconstruct Concrete Curb & Gutter	LF	125	\$ 120	\$ 15,000
6	Remove and Reconstruct Concrete Sidewalks	SF	770	\$ 15	\$ 11,550
7	Remove and Reconstruct Concrete Curb Ramp	EA	1	\$ 11,000	\$ 11,000
8	Remove and Replace Detectable Warning Surface	EA	1	\$ 3,000	\$ 3,000
9	Construct Concrete Cross Gutter	SF	580	\$ 33.00	\$ 19,140
10	Construct Asphalt Rubber Hot Mix Pavement – 2"	TON	1,260	\$ 160	\$ 201,600
11	Remove and Replace AC Pavement (4" AC Digouts)	TON	50	\$ 550	\$ 27,500
11A	Remove and Replace AC Pavement (4" AC Digouts Field Determined by the Engineer)	TON	500	\$ 220	\$ 110,000
12	Adjust Utility Manholes and Cleanouts to Grade	EA	10	\$ 1,300	\$ 13,000
13	Replace Type E Loop Detectors	EA	36	\$ 450	\$ 16,200
14	Install Battery Backup System	EA	2	\$ 22,000	\$ 44,000

TO BE SUBMITTED WITH PROPOSAL

BP-2

15	Replace (E) Ped Push Button with Touchless Accessible	EA	7	\$ 3,500	\$ 24,500
16	Adjust Utility Valves and Meters to Grade	EA	26	\$ 950	\$ 24,700
17	Traffic Striping and Signing	LS	1	\$ 28,000	\$ 28,000

TOTAL CONTRACT BID:

(Figures) \$ 791,000

(Words) SEVEN HUNDRED NINETY ONE THOUSAND DOLLARS AND ZERO CENTS

* In case of error in extension of price into the total price column, the unit price will govern.

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will be paid therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of Bidder's Bond - 10% Dollar, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

ONYX PAVING COMPANY, INC.

Name of Bidder

 COREY R. KIRSCHNER -
CEO, PRES, VP, SEC, TREA
Signature of Bidder



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On April 17, 2023 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

BID PROPSOAL

PROJECT NO. JN 959

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. N/A Date _____ Addendum No. N/A Date _____

Addendum No. N/A Date _____ Addendum No. N/A Date _____

Addendum No. N/A Date _____ Addendum No. N/A Date _____

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom (www.crplanwell.com). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

COREY R. KIRSCHNER -
CEO, PRES, VP, SEC, TREA

04/17/2023

Date



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Orange)

On April 17, 2023 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

BID PROPOSAL

PROJECT NO. JN 959

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

TO BE SUBMITTED WITH PROPOSAL

BP-5

BIDDER'S DECLARATION (Continued)

7. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

ONYX PAVING COMPANY, INC.
Contractor's Business Name

2890 E. LA CRESTA AVE.
Business Address: Street

ANAHEIM, CA 92806
City State Zip

714-632-6699
Business Phone Number

04/17/2023
Date

COREY R. KIRSCHNER -
CEO, PRES, VP, SEC, TREA
Name Title

ANAHEIM, CA 92806
City State Zip



COREY R. KIRSCHNER -
CEO, PRES, VP, SEC, TREA
Contractor (Print) Title

CK COREY R. KIRSCHNER -
CEO, PRES, VP, SEC, TREA
Signature Title

630360; A, C-12
Contractor's License No. and Classification

~~33-094344~~ *CK* 714-632-1883
Business Fax Number

2890 E. LA CRESTA AVE.
Residence: Street

714-632-6699
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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State of California)
County of Orange)

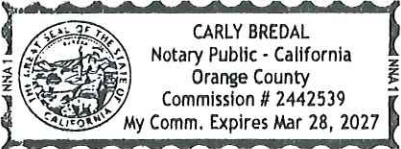
On April 17, 2023 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of Orange)

On April 17, 2023 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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WITNESS my hand and official seal.



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Signature of Notary Public

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 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

BID PROPOSAL

PROJECT NO. JN 959

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17 day of April, 2023, at ANAHEIM

California 92806. *(place of execution)*

Signature:  Name: COREY R. KIRSCHNER

Title: CEO, PRES, VP, SEC, TREA Company: ONYX PAVING COMPANY, INC.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Orange)

On April 17, 2023 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

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 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

BID PROPOSAL

PROJECT NO. JN 959

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Onyx Paving Company, Inc., as Principal,
and United Fire & Casualty Company, as Surety,
are held firmly bound unto the City of Gardena in the sum of \$ 10% of the Total Amount Bid ;
Ten Percent of the Total Amount Bid ----- DOLLARS,
(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, said Principal has submitted a bid to the City to perform all work required under the
following:

**PROJECT: Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.**

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and
in the manner required in the Specifications for said project, enters into the written form of
Contract bound with said Specifications and furnishes the required bonds, one to guarantee
faithful performance and the other to guarantee payment for labor and materials, then this
obligation shall be null and void, otherwise it shall remain in full force and effect. In the event
suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all
costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the
court. Surety hereby waives the provisions of California Civil Code §2845.

SIGNED AND SEALED, this 17th day of April, 20 23.

Onyx Paving Company, Inc. (SEAL)
Principal

United Fire & Casualty Company (SEAL)
Surety



BY: C.
Signature Corey R. Kirschner -
CEO, Pres.

BY: Erik Johansson
Signature Erik Johansson,
Attorney-in-Fact

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority
of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

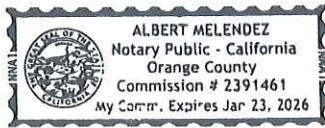
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }


On APR 17 2023, before me, Albert Melendez, Notary Public,
personally appeared Erik Johansson

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE 

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ERIK JOHANSSON, JOAQUIN PEREZ, ALBERT MELENDEZ, JENNIFER ANAYA, MELISSA LOPEZ, CHRISTINA ROGERS,
 EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 24th day of August, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

24th day of August, 2022



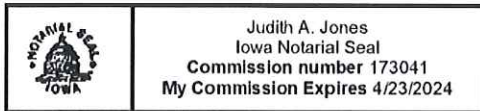
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 24th day of August, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 17th day of April, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

SURETY

SURETY BOND SEAL ADDENDUM

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, Iowa 52407

United Fire & Casualty Company has authorized its Attorneys-in-Fact to affix United Fire & Casualty Company corporate seal to any bond executed on behalf of United Fire & Casualty Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of United Fire & Casualty Company by its Attorney-in-Fact, United Fire & Casualty Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 17th day of April, 2023.

United Fire & Casualty Company



By: 
Dennis J. Richmann, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On April 17, 2023 before me, Ashlie Blanchard, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

BID PROPOSAL

PROJECT NO. JN 959

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
1.14%	PAVEMENT REHAB COMPANY CORONA, CA	CRACK SEAL	1051374	C-12, GB	1000064523
4.03%	EBS UTILITIES ADJUSTING CORONA, CA	UTILITIES ADJUSTING	932798	A	1000004286
1.37%	J&S STRIPING ONTARIO, CA	STRIPING	538211	C-32	1000006912
0.58%	CASE LAND SURVEYING, INC. ORANGE, CA	SURVEY	25411	SURVEYOR	1000001533
8.97%	ELECTOR BELCO ELECTRIC, INC. CHINO, CA	ELECTRICAL	738518	A	1000004804

Not more than 16.08 %.

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 959

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: 34 YEARS


Three projects of this type recently completed:

1. Name (Firm/Agency): PLEASE SEE ATTACHED REFERENCES.
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

2. Name (Firm/Agency): PLEASE SEE ATTACHED REFERENCES.
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

3. Name (Firm/Agency): PLEASE SEE ATTACHED REFERENCES.
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature  COREY R. KIRSCHNER -
CEO, PRES, VP, SEC, TREA

TO BE SUBMITTED WITH PROPOSAL

BP-11



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Orange)

On April 17, 2023 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

BID PROPOSAL

PROJECT NO. JN 959

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM ONYX PAVING COMPANY, INC.

TITLE OF PERSON SIGNING COREY R. KIRSCHNER -
CEO, PRES. VP, SEC, TREA

SIGNATURE 

DATE 04/17/2023



Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

PLEASE SEE ATTACHED REFERENCES.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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State of California)

County of Orange)

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Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

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Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

BID PROPOSAL

PROJECT NO. JN 959

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  Name: COREY R. KIRSCHNER

Title: CEO, PRES, VP, SEC, TREA Company: ONYX PAVING COMPANY, INC.

TO BE SUBMITTED WITH PROPOSAL

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

TO BE SUBMITTED WITH PROPOSAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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State of California)
County of Orange)

On April 17, 2023 before me, Carly Bredal, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Carly Bredal*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____





REFERENCES

PROJECT NAME: CITYWIDE ASPHALT REPAIRS PROJECT FY 21/22
PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS
APPROXIMATE CONSTRUCTION DATES: FEB 2022 - NOV 2022
CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629
CONTACT PERSON: SCOTT FISHER 760-814-7226
ORIGINAL CONTRACT AMOUNT: \$1,595,000.00
FINAL CONTRACT AMOUNT: \$1,314,878.59
IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES
DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PALISADES PAVEMENT REPAIR, CC-07
PROJECT DESCRIPTION: PAVEMENT REPAIR
APPROXIMATE CONSTRUCTION DATES: SEP 2022
AGENCY: CITY OF LAGUNA NIGUEL - 30111 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677
CONTACT PERSON: JEFF METZ 949-362-4344
ORIGINAL CONTRACT AMOUNT: \$292,000.00
FINAL CONTRACT AMOUNT: \$199,999.65
IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES.
DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT
PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS
APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023
AGENCY: CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007
CONTACT PERSON: JAN BALANAY 626-254-2726
ORIGINAL CONTRACT AMOUNT: \$1,727,000.00
FINAL CONTRACT AMOUNT: \$1,899,698.72
IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: AGENCY HAD ADDITIONAL SCOPES OF WORK.
DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 –FAX (714) 632-1883



PROJECT NAME: 2020 RESIDENTIAL STREET REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2021 - NOV 2021

AGENCY: CITY OF SOUTH EL MONTE - 1415 SANTA ANITA AVE, SOUTH EL MONTE, CA 91733

CONTACT PERSON: OKAN DEMIRCI - 714-319-6137

ORIGINAL CONTRACT AMOUNT: \$614,000.00

FINAL CONTRACT AMOUNT: \$706,010.03

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK ADDED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 8

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2022 – OCT 2022

AGENCY: CITY OF DOWNEY – 11111 BROOKSHIRE AVE, DOWNEY, CA 90241

CONTACT PERSON: DESI GUTIERREZ 562-622-3468

ORIGINAL CONTRACT AMOUNT: \$3,227,00.00

FINAL CONTRACT AMOUNT: \$3,553,442.43

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: SOBOBA STREET RESURFACING PROJECT

PROJECT DESCRIPTION: STREET REHABILITATION AND RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: AUG 2022 – OCT 2022

AGENCY: RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT – 3525 14TH STREET, RIVERSIDE, CA 92507 CONTACT

PERSON: TRAI NGUYEN 951-961-5363

ORIGINAL CONTRACT AMOUNT: \$ 1,272,000.00

FINAL CONTRACT AMOUNT: \$1,160,284.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: 2019/20 ARTERIAL AND MINOR STREETS MAINTENANCE PHASE 2

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: DEC 2021 – NOV 2022

AGENCY: CITY OF RIVERSIDE – 3900 MAIN ST, RIVERSIDE, CA 92501

CONTACT PERSON: STEVEN HOWARD 951-826-5311

ORIGINAL CONTRACT AMOUNT: \$4,585,000.00

FINAL CONTRACT AMOUNT: \$4,558,151.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 2021-22 ANNUAL ROADWAY REHABILITATION AND SIDEWALK REPAIR

PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JUNE 2022 - SEP 2022

AGENCY: CITY OF TUSTIN - 300 CENTENNIAL WAY, TUSTIN, CA 92780

CONTACT PERSON: JOANN WU 714-573-3157

ORIGINAL CONTRACT AMOUNT: \$2,442,000.00

FINAL CONTRACT AMOUNT: \$2,413,734.93

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



**ONYX PAVING COMPANY, INC.
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883**



LARGE PROJECT REFERENCES

PROJECT NAME: CULVER DRIVE IMPROVEMENTS FROM WALNUT AVENUE TO I-5 FREEWAY

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: SEPT 2022 – JAN 2023

CONSULTING COMPANY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689

ORIGINAL CONTRACT AMOUNT: \$1,677,000.00

FINAL CONTRACT AMOUNT: \$1,704,308.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PHASING 6A - RESIDENTIAL STREET REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES:

CONSULTING COMPANY: CITY OF LA MIRADA - 15515 PHOEBE AVE, LA MIRADA, CA 90638

CONTACT PERSON: ERIC VILLAGRACIA 562-902-2373

ORIGINAL CONTRACT AMOUNT: \$4,242,000.00

FINAL CONTRACT AMOUNT: \$4,524,646.67

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK CHANGED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: ROCHESTER AVENUE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: MARCH 2022-AUG 2022

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCHO CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,714,733.75

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

**ONYX PAVING COMPANY, INC.
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883**



REFERENCES

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
Fullmer Construction 1725 S. Grove Ave. Ontario, CA 91761 Ph: 909-947-9467 Fax: 909-947-2970 Contact: Casey Jones	Centerpointe Sycamore Bus. Park Hillwood Hofer Ranch Interchange A-E San Michelle Logistics Terra Francesco	Moreno Valley Riverside Ontario San Bernardino Moreno Valley Ontario	\$3,187,914.00 \$999,708.00 \$603,600.00 \$1,288,615.00 \$670,674.00 \$524,216.00
KCS West, Inc. 901 Corporate Ctr, Dr, 3 rd fl Monterey Park, CA 9174 Ph: 323-269-0020 Fx: 323-263-4576 Contact: Matthew Vawter	BP Refinery Maintenance Shop Carson		\$896,357.00
GMC Engineering, Inc. 1401 Warner Ave Tustin, CA 92780 Ph: 760-744-133 Fx: 714-247-1041 Contact: Gennady	Edison	Romoland	\$1,623,480.00
Lusardi Construction 1570 Linda Vista Dr. San Marcos, CA 92064 Ph: 760-744-3133 Fax: 760-744-9064 Contact Scott Staley	FEDEX – Otay Mesa Team Nissan Edge at Campus Carmax Seabridge	San Diego Oxnard El Segundo Oxnard Oxnard	\$1,335,530.00 \$669,075.00 \$541,385.00 \$606,443.00 \$329,460.00

ONYX PAVING COMPANY, INC.
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



Haagen Company, LLC **Empire Polo Club** **Indio** **\$1,036,745.00**
12302 Exposition Blvd
Los Angeles, CA 90064
Ph: 310-820-1200
Fx: 310-820-1225
Contact: Chris Fahey

ARCO National Construction Co. **Scannell FEDEX** **Burbank** **\$1,125,958.00**
900 N. Rock Hill Rd
St. Louis, MO 63119
Ph: 314-963-0715
Fx: 314-963-7114
Contact: Chris Willson

Grant General Contractors **Whittier Area Community** **Whittier** **\$625,920.00**
5051 Avenida Encinas
Carlsbad, CA 92008
Ph: 760-438-7500
Fx: 760-438-3056
Contact: Pete Burrows

Church
Crevler BMW **Santa Ana** **\$30,600.00**



ASPHALT RUBBER HOT MIX REFERENCES:

GENERAL CONTRACTORS: JOBS PERFORMED: LOCATION: AMOUNT:

GMC ENGINEERING, INC. 1401 Warner Ave, Ste B, Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizlk	Katella Ave. St. Improv Various Projects	Los Alamitos	\$120,000.00
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R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3 rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	Lido House Hotel	Newport Beach	\$193,105.00
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***IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT
COREY@ONYXPAVING.NET***

**ONYX PAVING COMPANY, INC.
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883**



CREDIT REFERENCES

ONYX PAVING COMPANY, INC

2890 E. LA CRESTA AVE

ANAHEIM, CA 92806

PHONE: (714) 632-6699

DATE ESTABLISHED 1/4/90

CORP. TAX ID. # 33-0394344

FAX: (714) 632-1883

TYPE OF WORK - ASPHALT PAVING

CONTRACTORS LIC. # 630360-A

PRESIDENT: COREY R. KIRSCHNER

14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST

4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807

PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART

15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780

PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT:

TURNER SURETY AND INSURANCE BROKERAGE, INC.

5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707

PHONE: (714) 915-4032 JEREMY PENDERGAST

CREDIT REFERENCES:

MATICH CORP.	P.O. BOX 10, HIGHLAND, CA 92346	(909) 382-7400 Steve Matich
ALL AMERICAN	P.O. BOX 2229, CORONA, CA 92878	(951) 736-7600 Carl
KELTERITE CORP.	12231 PANGBORN AVE. DOWNEY, CA	(562) 401-0011 Gladys
VULCAN MATERIALS CO.	16013 E. FOOTHILL BLVD, IRVINDALE, CA 91702	(858) 530-9414 Debbie

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION	1725 S. GROVE AVE., ONTARIO, CA 91761	(909) 947-9467 Casey Jones
BYROM-DAVEY, INC.	13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO	(858) 513-7199 Steve Davey
PACIFIC CONST. GROUP	17895 SKY PARK CIR., IRVINE, CA 92614	(949) 748-1500 Mark Bundy
ERICKSON-HALL CONST. CO.	500 CORPORATE DR., ESCONDIDO, CA 92069	(760) 796-7700 Justin Sinnott

ONYX PAVING COMPANY, INC.
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



ERICKSON-HALL CONST. CO.

500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott

RESUME

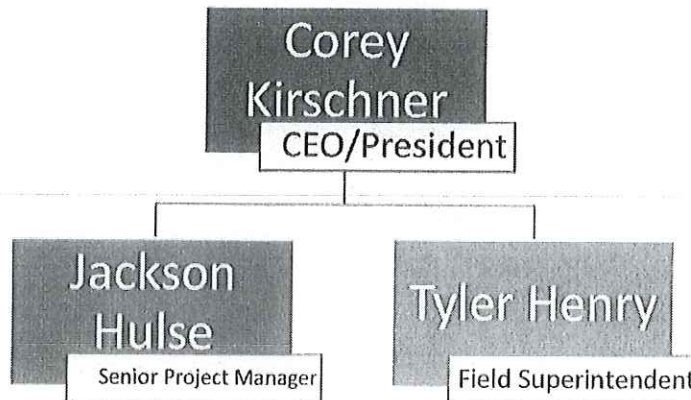
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over \$50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.



Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

STATE OF CALIFORNIA



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

A.- GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991


Mario Richardson, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.


David R. Fogt, Registrar of Contractors



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classification **A C12**

Expiration Date **10/31/2023**

www.cslb.ca.gov



Contractor Information

Legal Entity Name
 ONYX PAVING COMPANY, INC.
 Legal Entity Type
 Corporation
 Status
 Active
 Registration Number
 1000004798
 Registration effective date
 7/1/2022
 Registration expiration date
 6/30/2023
 Mailing Address
 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
 Physical Address
 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
 Email Address
 Trade Name/DBA
 License Number(s)
 CSLB:630360

Registration History

Effective Date	Expiration Date
6/25/2018	6/30/2019
5/8/2017	6/30/2018
5/25/2016	6/30/2017
6/10/2015	6/30/2016
1/6/2015	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2023

Legal Entity Information

Corporation Number:
 Federal Employment Identification Number:
 President Name: Corey Kirschner
 Vice President Name:
 Treasurer Name:
 Secretary Name:
 CEO Name:
 Agent of Service Name: Corey Kirschner
 Agent of Service Mailing Address: 2890 E La Cresta Ave Anaheim 92806 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email

Insured by Carrier
 Policy Holder Name: ONYX PAVING COMPANY, INC.
 Insurance Carrier: ZURICH AMERICAN INSURANCE COMPANY
 Policy Number: WC106300503
 Inception date: 10/1/2021
 Expiration Date: 10/1/2022



ONYX PAVING COMPANY, INC.
License # 630360 -- DIR # 1000004798

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC.
(a California corporation)

October 28, 2020

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporation's Bylaws:

Approval of Loan Transaction

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer, and Chief Financial Officer (the "Officer") with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with the Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute renewals or extensions or other instruments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.


The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]



ONYX PAVING COMPANY, INC.
License # 630360 - DIR # 1000004798

**IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written
Consent of the Board of Directors as of the date first above written.**



Corey Kirschner

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ONYX PAVING COMPANY INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC
 Corporation
 S Corporation
 Partnership
 Trust/estate

United liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____
 Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLO if the LLO is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLO is another LLO that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) _____

4 Exemption codes apply only to certain entities; not individuals; see instructions on page 3:
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
Apply to accounts maintained outside the U.S.I

5 Address (number, street, and apt. or suite no.) See instructions.
2880 EAST LA CRESTA AVE

6 City, state, and ZIP code
ANAHEIM, CA 92806

7 List box(es) number(s) here (optional)

8 Requester's name and address (optional)

Part III Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidance on whose number to enter.

Social security number								
OR								
Employer identification number								
3	3					0	3	0
4	3	4	4	4				

Part IV Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) disclosing that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

Sign Here Signature of U.S. person: ANN RAYSON Date: 3/22/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT! If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wood Gutmann & Bogart
16901 Red Hill Ave., Suite 100
Tustin CA 92780

CONTACT: Michael Tren
Phone: 714-824-8384
Address: mtren@wgbib.com
FAX: 714-573-1770

INSURED
Onyx Paving Company, Inc.
2890 E. La Cresta Avenue
Anaheim CA 92806-1818

1 Counsel: 08/29/2018
ONYP-1

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: West American Ins Co	44393
INSURER B: Zurich American Insurance Co.	18836
INSURER C: AMERICAN ZURICH INS CO	40142
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1612732009** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	DESCRIPTION (DATE)	POLICY NUMBER	START DATE	END DATE	LIMITS
A COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LDG OTHER		EVK56627044	10/1/2021	3/14/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$50,000 AUTO EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPLET AGG \$4,000,000 \$
C AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HOURED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE		DAP109300602	10/1/2020	10/1/2021	COVERED BODILY INJURY (Per person) \$2,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in IL) If yes, state the under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCP106300632	10/1/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OPT-LET EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:
GL Additional Insured Form #CG 20 10 04 13 and CG 20 97 04 13
GL Additional Insured State-Famile Form #CG 20 13 04 13
GL Primary and Non-Contributory Form #CG 20 01 04 13
GL Waiver of Subrogation Form #CG 88 10 04 13
GL Per Project Form #CG 88 70 12 08
See Attached...

CERTIFICATE HOLDER	CANCELLATION
Onyx Paving Company, Inc. 2890 E. La Cresta Ave. Anaheim CA 92806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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**State of California
Secretary of State**

8

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT -- READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G076477

FILED

In the office of the Secretary of State
of the State of California

OCT-01 2018

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659078

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)
a. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 6 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
8. SECRETARY COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/ COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME COREY KIRSCHNER	ADDRESS 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have an office with the California Secretary of State a certificate pursuant to California Corporations Code section 1605 and Item 16 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
COREY KIRSCHNER

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
---	------	-------	----------

Type of Business
16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ASPHALT PAVING SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/01/2018 AFSHIN HAKIM ATTORNEY
DATE TYPEPRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



**State of California
Secretary of State**

8

**Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)**

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see Instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

GB88157

FILED

In the office of the Secretary of State
of the State of California

JAN-03 2020

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

C1659076

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See Instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1606 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/03/2020

ANA BARBRA RAYPON

OFFICE MANAGER/CONTROLLER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

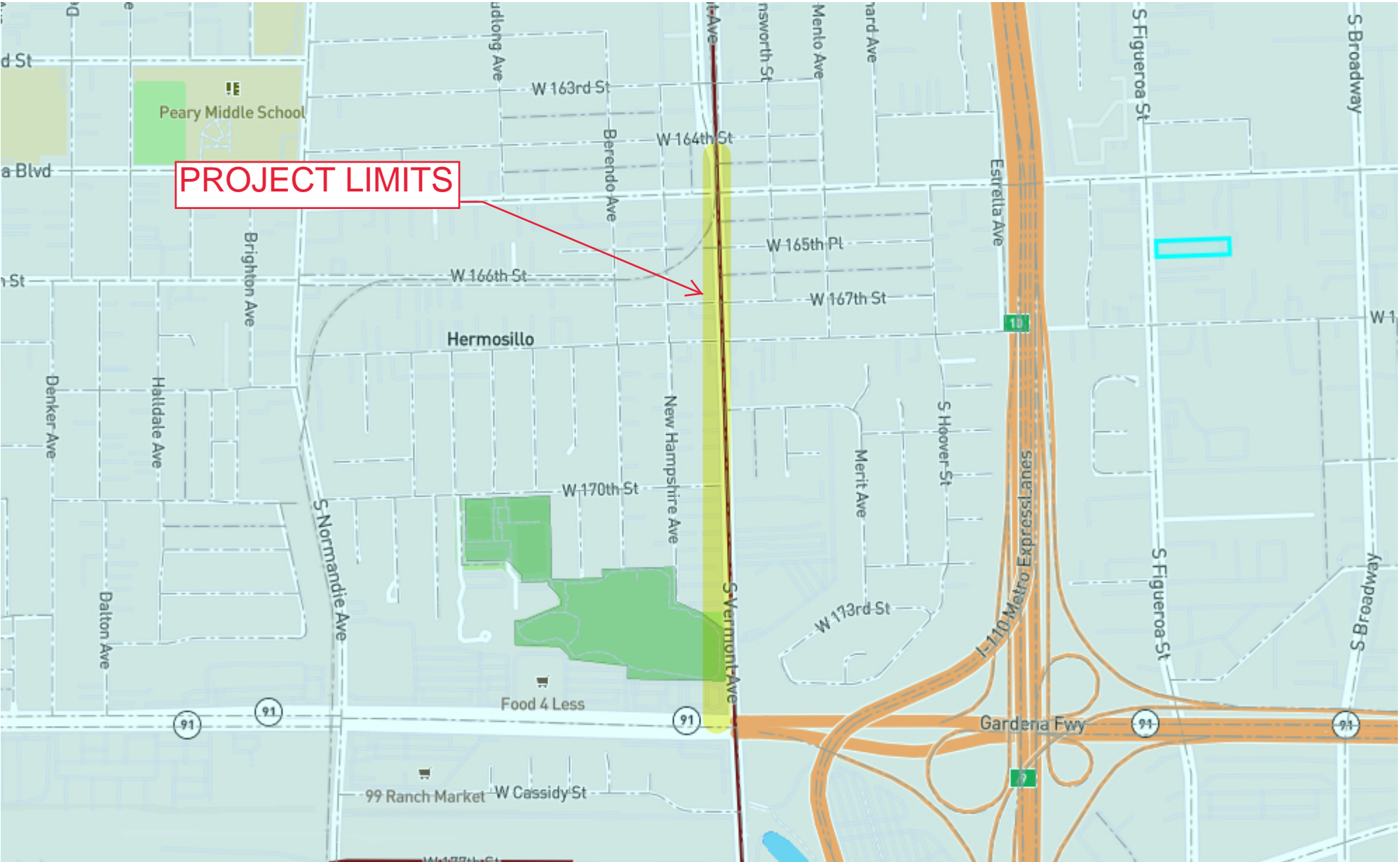
TITLE

SIGNATURE

SI-200 (REV. 01/20/13)

APPROVED BY SECRETARY OF STATE

VERMONT AVE STREET IMPROVEMENT (ARTESIA BLVD TO N/O GARDENA BLVD), JN 959



1" = 1000 ft

PROJECT LOCATION MAP

4/18/2023



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.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.C
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: April 25, 2023

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

AGENDA TITLE: Award contracts for the Traffic Signal Emergency and Maintenance On-Call Services with an initial term of two (2) year and optional three (3) year terms to YUNEX LLC, Bear Electric Solutions, Inc., and St. Francis Electric, LLC.

COUNCIL ACTION REQUIRED:

Staff Recommendation:

- **Award Contracts for the Traffic Signal Emergency and Maintenance On-Call Services.**

RECOMMENDATION AND STAFF SUMMARY:

On February 9, 2023, the Public Works Department solicited statement of qualifications for on-call consultant services to provide traffic signal emergency repair and maintenance assistance. The City intends to hire qualified service providers at the best value for individual tasks. Staff recommends approving three (3) consultants who will receive invitations to provide cost estimates and schedule for various assignments. The City will then choose which firm provides the best value for each project based on the cost and schedule.

The City's traffic system consists of sixty-seven (67) traffic signal intersections, three (3) pedestrian crosswalks with flashing beacons, and a handful of flashing stop signs. The required services include both "extraordinary" (emergency) and "routine" maintenance to assist staff.

"Extraordinary" service is provided on an as-needed basis and may include repairing damage related to signal knockdowns, vandalism or other accidents, intersection rewiring, replacing signal controllers, replacing vehicular or pedestrian indicators, painting cabinets or signal heads, replacing traffic loops, repairing interconnect equipment, assisting in new signal installations or modifications, and testing conflict monitors. "Extraordinary" service is billed with hourly costs for labor and equipment and materials charges.

"Routine" or preventive maintenance includes general upkeep of the traffic signal cabinets and equipment and typically occurs on a bi-annual basis and other regularly scheduled intervals. Bi-annual services typically include cleaning cabinets inside, signal timing checks and equipment inspection and testing. It also includes cabinet filter replacement, cable inspection, cabinet lubrication, and electrical safety assessments.

The City currently relies on two (2) Signal/Electrical Technicians to service the entire traffic and building facilities, and their services are typically performed in tandem. Therefore, staff proposes to secure backup assistance to prepare for unforeseen circumstances. Routine services will be provided on an as-needed basis and billed with fixed hourly rates and proposed materials charges.

On March 23, 2023, three (3) statement of qualifications were received: YUNEX LLC, BEAR Electrical Solutions, Inc., and St. Francis Electric, LLC, for the on-call services. Staff has carefully evaluated each statement and reviewed references, qualifications, fee schedule, technical skills, and service response time. Based on this evaluation, staff finds that all three (3) contractors are well qualified to perform the specified services. They are all state-licensed contractors with hundreds of employees in Southern California, maintain an extensive inventory of equipment, and serve over 60 cities throughout Los Angeles, Orange, and Riverside Counties.

Therefore, staff recommends awarding contracts for the Traffic Signal Emergency and Maintenance on-call services with an initial term of two (2) years and optional three (3) year terms to YUNEX LLC, Bear Electric Solutions, Inc., and St. Francis Electric, LLC.

FINANCIAL IMPACT/COST:

The consultants will be used on an as-needed basis, and will be funded by Gas Tax or General Funds.

ATTACHMENTS:

[Statement of Qualification_BEAR.pdf](#)

[Statement of Qualification_St Francis Electric.pdf](#)

[Statement of Qualification_YUNEXT Traffic.pdf](#)

[Gardena PW Maintenance Traffic Emergency On-Call Services RFQ.pdf](#)

APPROVED:



Clint Osorio, City Manager



**BEAR ELECTRICAL
SOLUTIONS**

A long-exposure photograph of a city street at night. The scene is illuminated by streetlights, creating bright starburst effects. Light trails from moving vehicles are visible, including a prominent red light trail on the right side of the road. The foreground shows a median with rounded stones. The image is partially obscured by a dark blue geometric overlay at the bottom.

Driving a Higher Standard

Traffic Signal & Streetlight Maintenance Leaders

Proposal for:
City of Gardena

Response for RFQ for Traffic Signal Emergency
On-Call Services

Submitted by: Bear Electrical Solutions, Inc

March 23, 2023 | 4:00 PM

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- 22 Conflict of Interest / Exceptions / Negative History Disclosure
- 23 Proposed Fee Schedule



March 23, 2023

City of Gardena, Office of the Gardena Public Works Department
1717 W. 162nd Street
Gardena, CA 90247-3778
ATTN: Mr. Kevin Kwak, Assistant Director of Public Works

RE: Bear Electrical Solutions, Inc. submittal for City of Gardena Traffic Signal Emergency On-Call Services

Dear Mr. Kwak:

Bear Electrical Solutions (BEAR) is excited to respond to the City of Gardena RFQ for Traffic Signal Emergency On-Call Services. This proposal response culminates our understanding of the RFP and highlights our company capabilities & resources.

BEAR is a full-service electrical contractor specializing in traffic signal maintenance and emergency on-call services. Established in 2013, BEAR has a proven customer base providing similar services to this RFQ for over 80 public agencies throughout California, with 19 agencies in the LA/OC counties.

BEAR provides a unique service offering to our municipal customers by meshing a large corporation's comprehensive capabilities & resources with the bespoke customer service of a smaller-scale operation focused on providing a positive customer experience.

Below are a few key features of our company :

- BEAR's southern California regional field operations and laboratory is based in Anaheim, CA. (1114 E. Kimberley Avenue) – approximately 25 miles away with electricians specifically assigned to the Los Angeles County area.
- BEAR has expert laboratory staff that can provide testing and certifying services for cabinets, controllers, safety monitors, and miscellaneous communication and ITS equipment; the same type of testing and consulting services that manufacturers (such as Yunex, Econolite, and McCain) rely on for their product business.
- BEAR's field team is experts and certified in BiTran and 2070 Omni EX software.
- BEAR's executive and project management staff have over 20 years of traffic signal operations, traffic engineering, and customer service experience with a "continuous improvement" mindset.
- BEAR is the only company in the industry that is owned and managed by a licensed traffic engineer with the expertise of signal & ATMS/ITS operations
- BEAR has one of the best safety records in the industry, with an EMR sub-0.65.

It should be noted that this submittal has incorporated the City's RFQ (dated February 2023) in its entirety and will remain valid for 120 days from the submission date.

Based on our review of the RFQ, we take no exceptions with the City's Contract Document (Appendix B) and accept the terms of the agreement in its entirety.

I attest that I have the official authority to bind the company, and should there be questions or comments regarding our response, I am the primary contact for BEAR.

We look forward to the opportunity to work for the City. Don't hesitate to contact me at (408) 449-5178 or robert@bear-electrical.com with any questions regarding this proposal.

Regards,

Bear Electrical Solutions, Inc.

Robert Asuncion, TE

Vice President

robert@bear-electrical.com

📍 Company HQ: 1252 State Street, PO Box 924, Alviso, CA 95002 (408) 449-5178

📍 Local Regional Office: 1114 E. Kimberley Ave, Anaheim, CA 92801

FIRM BACKGROUND



About Bear Electrical Solutions, Inc.

Bear Electrical Solutions, Inc. (**BEAR**), a California Corporation, **founded in January 2013**, is the leading California provider of operations, maintenance, and construction services for mission-critical traffic signals, streetlights, ITS, and electrical public works facilities. **Privately owned** and managed by Michael Peters (Business Operation), Andrew Bader (Finance and Operations), and Robert Asuncion (Traffic Engineer), BEAR was founded specifically to lead the industry and ***Drive a Higher Standard*** in the industry.

BEAR – Key Highlights



3 offices with 155 statewide employees



Providing 24 x 7 x 365 electrical maintenance services to 84 public agencies, maintaining and servicing over 163,000 streetlights, 7,000 traffic signals, and over 250 miles of fiber optic.



Construction department ready to support maintenance team with full underground and construction capabilities.



BEAR owns and operates approximately 100 service vehicles and 30 pieces of heavy construction equipment



BEAR has the “Perfect Balance” of a large-scale operations with small-scale service. BEAR is built to be able to solve any problem with our customers while being able to shift at a moment’s notice. No bloat, bureaucracy, or inflated prices of a massive corporation.

Our Mission:

We founded BEAR because, quite simply, we believe that nobody in our industry was delivering a high enough standard. We sought to change that with a company guided by five (5) powerful core values that each drive our culture, work ethic, strategy, and expectations.



Continuous Improvement:

We strive to make one-degree daily shifts to constantly improve our customer experience. What gets challenged gets improved. We appreciate open and honest feedback and operate with the idea that everyone’s voice matters.



Lead with Facts, Not Assumptions:

As a service-based business, we are trained to listen to “all sides of the story” whether it is our customers, third-party officials, or the public. We remove all bias and don’t act until we have all the facts.



Build Lasting Relationships:

We act with respect and professionalism. We place focus on trust and credibility over selfishness. Our relationships are based on putting people first.



Communicate Effectively and Clearly:

Building emotional intelligence is critical in a service business such as ours where our scope of work is communicating valuable information to others. We strive for clarity and alignment with our reporting. We do all of this with a focus of responsiveness



Be Impeccable with Your Words:

We act with integrity in our everyday actions. Be accountable and follow through. Offer encouragement and empowerment to all we work with daily.

FIRM BACKGROUND (CON'T)



Industry Qualifications

Bear Electrical meets and exceeds that minimum qualifications of this RFP by having all the necessary license requirements.

- A** Class A – General Engineering
- C-10** Class C-10 – Electrical
- C-31** Class C-31 – Work Zone Traffic Control
- D-31** Class D-31 – Pole Installation and Maintenance



Other pertinent certifications and affiliations that our company has are:

- Signatory to the International Brotherhood of Electrical Workers (IBEW), Laborers, Low Voltage, and Operators Union(s)
- Department of Industrial Relations (DIR) Certified & Registered (#1000002158)
- Southern California Edison approved electrical contractor
- United Contractors Association Member (UCON)
- Maintenance Superintendant Association (MSA) Sponsor
- Orange County Traffic Engineers Council (OCTEC) Member / Sponsor
- Institute of Traffic Engineer (ITE) Member / Sponsor
- International Municipal Signal Association – various certifications (employee certifications)



OUR FIRM'S EXPERIENCE - SUMMARY



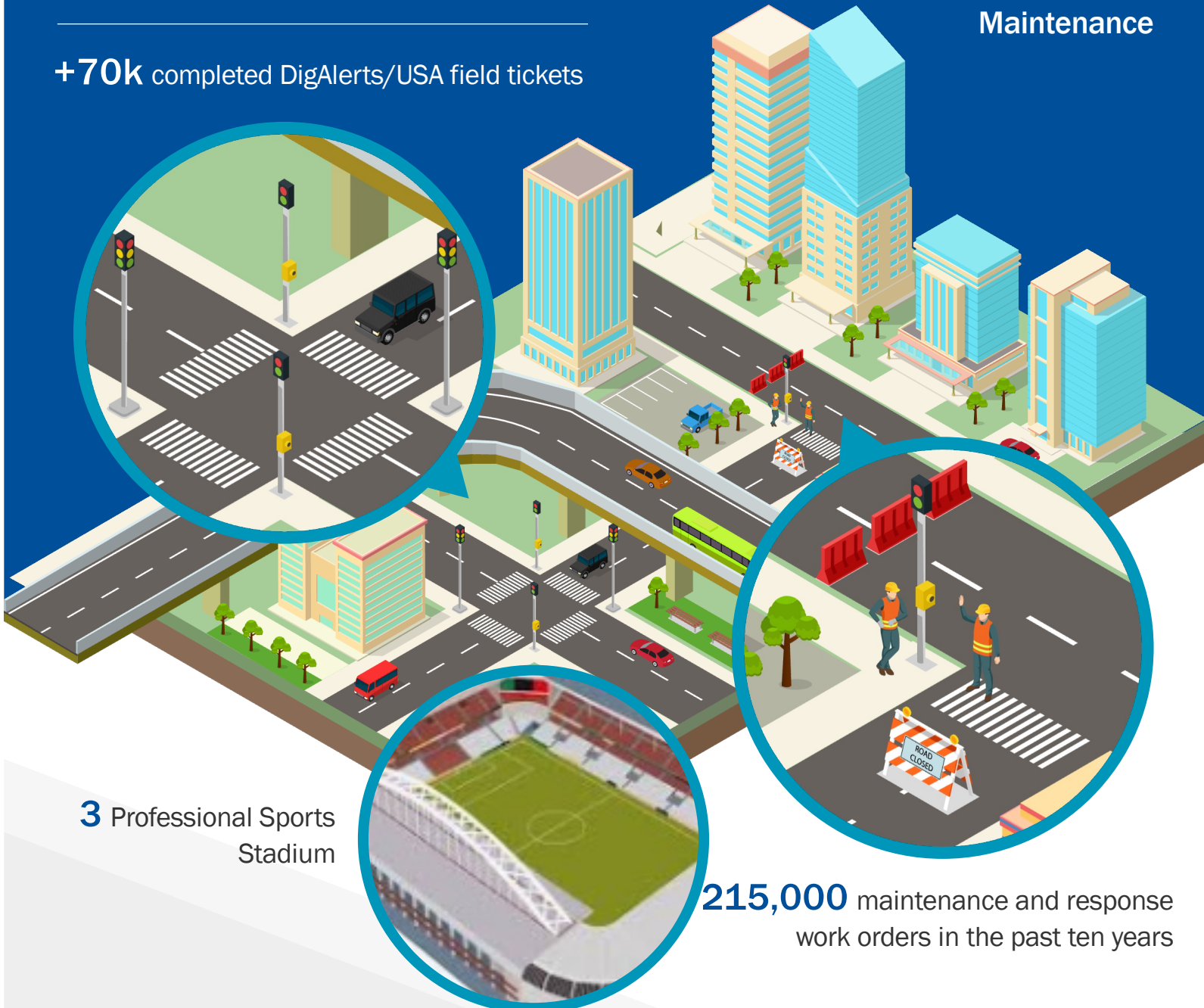
7,000 signalized intersections, **163,000** streetlights, **375** miles of fiber optic cable across **84** Californian public agencies

1,340 signalized intersections, across **14** agencies in the greater Orange County area, ranging from 8-150 locations

+70k completed DigAlerts/USA field tickets

Core Services

- Traffic Signal & Streetlight Preventative and Emergency Maintenance and Response
- ITS & Fiber Communication
- Ad-Hoc Electrical & Facilities Maintenance



3 Professional Sports Stadium

215,000 maintenance and response work orders in the past ten years



BEAR specializes in providing traffic signal maintenance programs for agencies throughout California. This includes our ability to provide Immediate, Standard, & Scheduled Responses and Technical Services such as ITS/Traffic Management Operations, Controller/Cabinet Testing, DigAlert filtering, utility locating low-voltage communication maintenance & operations, and Ad-Hoc Electrical works.

BEAR is contracted to perform services like this RFP to 84 agencies statewide (with 19 agencies specifically in the greater Los Angeles / Orange county areas).

Our maintenance experience culminates knowledge and skills gained through formal education, training, and on-the-job experience by working with agencies like the City of Gardena.

Our electricians, managers, and company executives are uniquely comprised of past municipal employees, private traffic signal consultants, and electricians who have all worked in the traffic signal maintenance industry for a long time.

This proposal summarizes our company's capabilities, resources, and business systems that speak specifically to this RFP and our company's values and philosophies, differentiating us from our competitors.



Immediate / Standard / Scheduled Response Services

BEAR is committed to having a robust dispatch team ready to take a call 24/7/365. That team will dispatch electricians currently based in the LA County area, servicing communities such as Huntington Park, Commerce, Vernon, & Monterey Park. Those electricians will mobilize as soon as a call is received to Gardena.

We are committed to being on-site in Gardena within (1) hour and (2) hours during normal and off-hours, respectively.

All electricians assigned to the City are IMSA Level II/III, NEC licensed, with at least (5) years of traffic signal maintenance experience.

Regarding off-hour call-outs, it is our practice for our electricians to take their work vehicles (bucket trucks) home. Coupled with the fact that each truck is equipped and stocked with spare parts for typical traffic signal malfunctions, outages, and knockdowns – we address issues during the initial field visit.

It is a company standard for each BEAR employee to have a cell phone, laptop, and tablet ready to document and update the online management system and field logs before and after each call-out, respectively.



Routine Signal Maintenance Repair

BEAR can provide a recommended preventative maintenance routine or train in-house staff on providing such a service. Such routine exercises are geared toward providing preventative maintenance, lengthening the useful life of the traffic signal components and auxiliary equipment, and providing an enhanced safety program for the City.



Augmentation & City Support Services

BEAR has successfully provided staff augmentation and City support services for some agencies. Large-size agencies such as San Jose, Sacramento, Orange County, and Newport Beach have called on our company's expertise in augmenting current staff. Some projects started as on-call contracts and later **evolved** into augmentation and City support projects such as staffing, training, technical advisement & consulting.

Our electricians and managers operate as “an extension of City staff” and have a team-minded culture supporting the values of the organization we serve.

Should the City need training or staff augmentation, BEAR can provide those services as requested.



Underground Service Alert (USA) / DigAlert

Our company is highly experienced in the Dig Alert/USA utility potholing or locating space of traffic signal maintenance.

Our fully trained and experienced technicians can provide a complete turnkey USA / Dig Alert program. We can provide filtering all inbound tickets, coordinate with the requestees, and perform field mark outs.

BEAR shall utilize a pipe and utility line locator to identify and mark existing traffic signal conduits and interconnect cables (stranded copper wire and fiber optic). We will complete the USA ticket within (1) City business day after the City gives the USA notice.

Moreover, BEAR can provide the City, at no extra charge, the use of BEAR's USA ticket filtering/ work order system that allows the management and documentation of pending and completed USA tickets.

Our company has performed over 70k USA/DigAlert tickets California-wide. One example of our DigAlert capabilities is with our customer City of Carlsbad. The City was new to the DigAlert program and was interested in starting to mark and locate its facilities. BEAR developed a DigAlert filtering system using our in-house STAR system, where cases are generated from the inbound DigAlert email. BEAR staff then reviews and filters inbound tickets and escalates cases where field mark-outs are warranted.



Extraordinary & Ad-Hoc Electrical Work / Construction Services

Not all projects fit into the typical process of design-bid-build. Some require outside-the-box thinking to tackle complex scopes on a limited budget and schedule. Additionally, sometimes certain project scopes, such as signal upgrades or modifications, are better designed collaboratively and cost-beneficial to the agency if performed under the maintenance contract.

With our key management team consisting of an in-house traffic engineer and industry veterans with public and private sector contractor & consultancy experience, BEAR can educate, guide, and share a statewide knowledge base to help our clients with 'solutions.'

Our company has the equipment, personnel, and intellectual resources to complete extraordinary work. With multiple offices throughout California, if and when a special ad-hoc electrical project is required, we can temporarily allocate and mobilize equipment and personnel to Gardena as needed. We have over 140 employees and over \$5M of construction equipment for any special project.

In Bear's ten years of business, we have learned that it is important and beneficial to have a dedicated construction and underground team available to support our maintenance customers. From directional boring new conduits to adding new interconnects or performing a new signal upgrade, we have a dedicated team that can perform all the necessary scopes in a large construction project.

One example is our work with the County of Orange Public Works, where we helped complete the design and then built a \$500k signal upgrade project (in Westminster, CA). As an existing traffic signal maintenance customer, the County had an 'engineering challenged' and politically sensitive project where an existing signalized intersection needed to be improved. With third-party challenges (Edison utilities, water easements), the County could not formally complete the design plans necessary to advertise the project for construction bid. The County looked to BEAR to solve its dilemma by utilizing an existing clause in the maintenance contract. As such, the County was able to complete the project through BEAR's capabilities.



Low Voltage Communications Infrastructure

The future of traffic will always require faster and more reliable communication. To this end, we have expanded our low-voltage capabilities.

Our low-voltage division allows us to complete both small and large-scope projects in-house, without the need for subcontractors.

This division consists of fiber optic, sound, and communication technicians while also including CCT. and CCNA network technicians. This empowers BEAR to quickly respond to time-sensitive issues, control our schedule, meet project deadlines, and reduce costs to our clients.

An example of our capabilities is with San Jose and Mission Viejo, where fiber work was required impromptu due to utility strike/damage by others.

OUR FIRM'S EXPERIENCE - OUR CAPABILITIES (CON'T)



Cabinet / Controller Testing Services, Warehouse in Anaheim

BEAR is proud to have a working independent test laboratory facility in our office & warehouse in Anaheim. Built and designed by our Laboratory Manager, Wes Sumner, we test/certify/design any new controller cabinet, component, PLC, or network systems before field deployment. As a company focused on providing traffic signal maintenance services, we are truly independent when working with various intellectual property (IP) solutions (i.e., Controllers, Cabinets). IP manufacturers such as Econolite and McCain utilize our labs for independent testing. (NOTE: A sub-consultant in Orange County provides a laboratory for environmental-type testing for BEAR.)

We invite the City of Gardena team to utilize our 1114 Kimberley Avenue facility for signal component testing/certification. Furthermore, we are open for the City to utilize our facilities for meetings and training.



OUR FIRM'S EXPERIENCE – OUR PROJECT RESOURCES



With experience, we know what resources are needed to provide a successful maintenance program for our customers. Essential to the success of any project is the ability to have the proper resources available. We believe three (3) critical project resources must be in order and available for a traffic signal maintenance contract to be successful:

- 1 People
- 2 Equipment
- 3 Materials

Our People

“The Right People” is one of our company’s founding principles. We believe our staff is the most critical resource to the success of our projects. From our office staff to the field team, we focus on hiring all-star industry veterans with outstanding expertise and a focus on service and building lasting relationships.

We understand that a contract such as Gardena requires a core base of project resources (staffing) with additional support from other team members when extra capacity is needed. With this in mind, we regularly monitor the needs and capacity and supplement the core team as extraordinary work arises.

Fleet & Equipment

Fleet and equipment resources are a vital part of our business. It allows us to perform our work safely and efficiently. It also reflects how our business operates; as such, we ensure our equipment works safely and is always presentable.

BEAR owns and operates approximately \$5M worth of fleet & equipment. This includes 80 buckets, dumps, service trucks, cranes, and cargo vans. Additionally, the company has many arrow board trailers, traffic control equipment, and ancillary construction equipment used for maintenance and construction activities.





Our Material

The last vital project resource is material. We consider material resources to be:

Stock inventory
for the project

City-specific material

Our warehouses, offices,
and laboratories

Stock Inventory

As a company with a statewide presence, we have the advantage of working with vendors based in NorCal and SoCal - particularly beneficial for this project; our SoCal office is in Anaheim, CA. Our strength in the material side of the maintenance business is our ability to purchase a lot of stock inventory throughout California and extend those cost savings to our customers. Moreover, with our company's size, we can physically stock more material at our various warehouses and ensure that commodity-type items for traffic signals and streetlight maintenance are in stock. Material inventory is vital to any project's success, so we employ dedicated material handlers at each warehouse and a full-time procurement manager.

City-Specific Material

We can stock any City-specific material for the City as needed for any future capital improvement project or for maintenance purposes. We can discuss this need during the project kick-off meeting.



Maintenance Record Keeping – Our STAR system

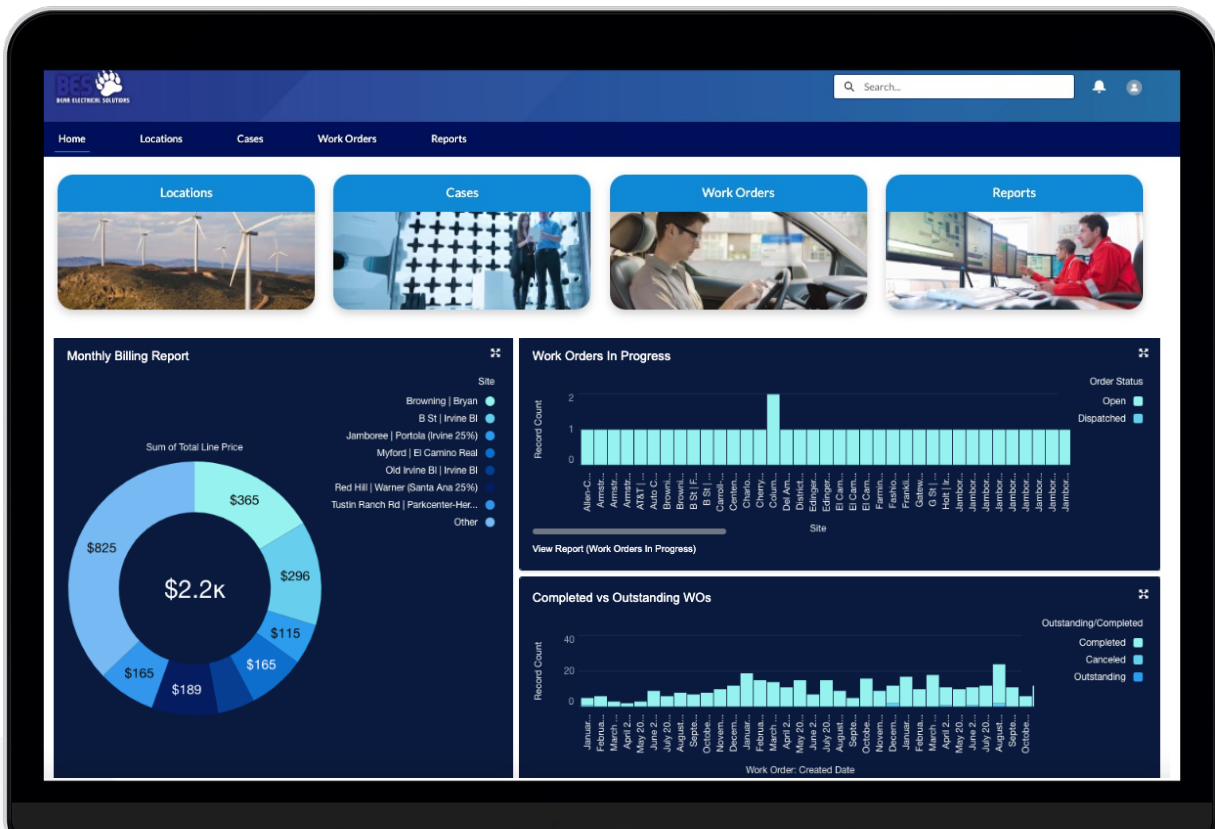
Utilizing technology and work order systems is fundamental to success. Built on the SALESFORCE platform, we call the maintenance record system that we have developed **STAR – Service Tracking and Records** system.

We record all service calls and work performed with all the essential data: dates, the person requesting the service call, dispatch time, estimated time of arrival, the reason for a service call, observations, time of work completed, and name of traffic electrician.

Our STAR system's main feature is our ability to provide valuable reports such as Order Types, Expenditure Reports, Use Cases, and other data analytical reporting created to help provide insights into our work performance as well as providing a 'story' of the City maintenance needs.

Additionally, we can customize the needs and wants of our customers in-house. We will provide as-needed training to our City customers (free of charge) so they maximize our system's capabilities.

The use of our portal and required customizations to our portal is included at no additional cost to our customers.



OUR FIRM'S EXPERIENCE & INDIVIDUALS



As a service company, one of the most critical 'assets' we have is our people. We focus on providing our personnel with a safe, growth-minded, resourceful work environment. We believe in providing our staff with the necessary training, equipment, and tools. Below is a summary of the personnel assigned to work with the City. All employees will be assigned to proper tasks and roles that meet City and State requirements.

BEAR Electrical SoCal Project TEAM					
No.	Name	Position	IMSA Level (Highest Earned)	Years in the Signal Maintenance Industry	Years with BEAR
1	Robert Asuncion	Traffic Engineer /VP	III (TS) / II (Bench)	24	10
2	Brent Paulson	VP of Ops	III (TS)	19	10
3	Art Torres	Regional PM	-	18	6
4	Justin Cataldo	Manager	-	35	7
5	Wes Sumner	Laboratory Manager/ Electrician	III (TS) / III (Bench) / Fiber	40	7
6	Minh Pham	Electrician	III (TS) / II (Bench)	18	7
7	Vinny Nguyen	Electrician	III (TS) / II (Bench)	17	6
8	Mando Coronado	Electrician	III (TS)	8	5
9	Bernardo Torres	Electrician	III (TS)	8	6
10	Ralph Murillo	Field Superintendent	III (TS)	20	7
11	Rene McGaugh	Electrician / Construction Foreman	III (TS)	23	6
12	Benito Hernandez	Electrician (High Voltage Certified)	-	14	5
13	Jesse Coronado	Electrician	III (TS)	19	6
14	Joey Coronado	Electrician	III (TS)	18	6
15	James Snowden	Electrician / Foreman	III (TS) / II (Bench)	19	1
16	Kevin Franco	Electrician Apprentice	II (Bench)	4	4
17	Albert Soto	Electrician	III (TS)	24	1
18	Chad Newton	Electrician / Operating Engineer (Crane)	III (TS)	15	1

OUR FIRM'S EXPERIENCE & REFERENCES



Below is a list of municipal agencies the project team has worked with within the past three years. Also included in the list are the names and contacts persons that can provide a reference on the type of service our company provides.

Date Contract Completed	Name and Address of the Employer	Contact Persons Name and Telephone Number	Type of Work	Amount of Contract
Ends 06/30/27 - in progress	City of San Marcos 201 Mata Way San Marcos, CA	Dylan De Bie (760)752-7550	Traffic Signal Maintenance, Digalert	\$3.5M
Ends 06/30/2023 - in progress	City of Monterey Park 320 West Newmark Monterey Park, CA	Cesar Vega (626)307-1322	Traffic Signal Maintenance, Digalert	\$324K
Ends 11/1/2024 - in progress	City of Cerritos 18125 Bloomfield Cerritos, CA	Mary Anne Wozniak (562)407-2632	Traffic Signal Maintenance, Digalert	\$260K
Ended 06/30/23 - in progress	City of Stanton 7800 Katella Av Stanton, CA	Joe Ames (714)890-4205	Traffic Signal Maintenance, Digalert	\$80k
Ends 09/30/23 - in progress	County of Orange 601 N. Ross St Santa Ana, CA	Tony Le (714)245-4580	Traffic Signal Maintenance, JOC	\$1M
Ends 06/30/26 - in progress	City of Tustin 300 Centennial Wy Tustin CA	Krys Saldivar (714) 573-3172	Traffic Signal Maintenance	\$1M
Ends 06/30/23 - in progress	City of Mission Viejo 200 Civic Center Mission Viejo, CA	Brett Canedy (949) 470-8422	Traffic Signal Maintenance, Digalert	\$850K
Ends 06/30/26 - in progress	City of Aliso Viejo 12 Journey Aliso Viejo, CA	Shaun Pelletier (949) 245-2533	Traffic Signal Maintenance	\$1.3M
Ends 06/30/23 - in progress	City of Lake Forest 100 Civic Center Lake Forest, CA	Tran Tran (949) 461-3485	Traffic Signal Maintenance, Digalert	\$900k
Ends 06/30/24 - in progress	City of San Juan Capistrano 32400 Paseo Adelanto, San Juan Capistrano, CA	George Alvarez (949) 443-6351	Traffic Signal Maintenance	\$100k
Ends 06/30/23 - in progress	City of Covina 125 E College St Covina, CA	Rafael Fajardo (626)384-5489	Traffic Signal Maintenance	\$756k

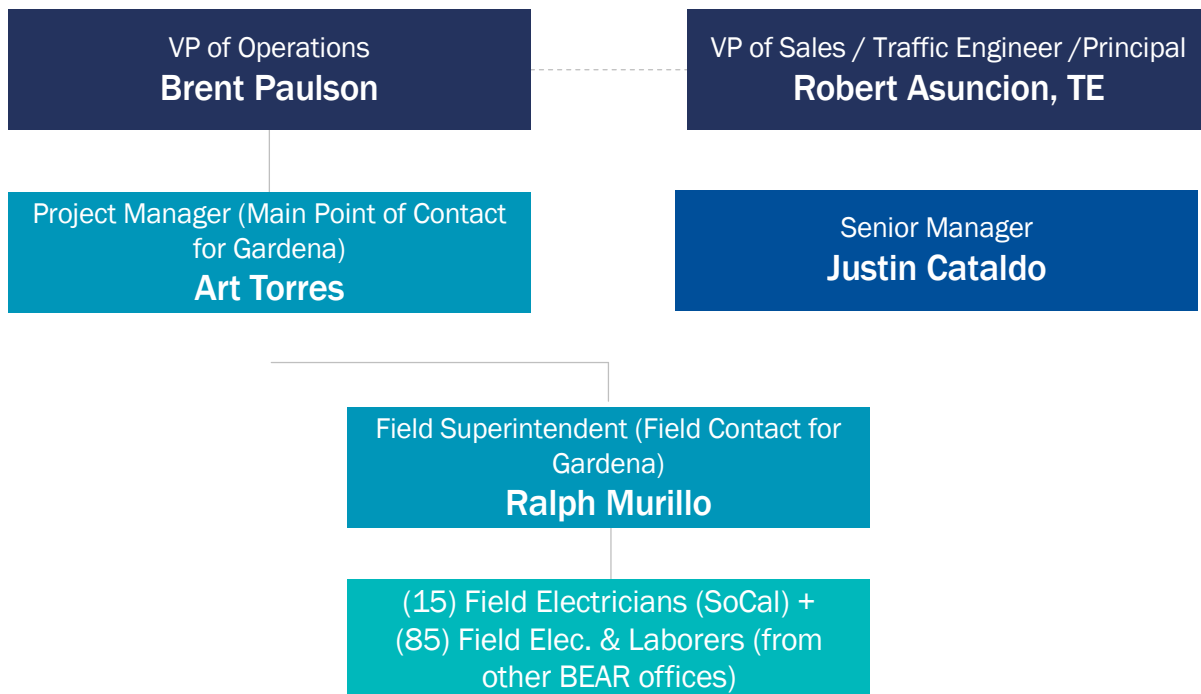
ADDITIONAL TS MAINTENANCE CITY REFERENCES CAN BE PROVIDED IF REQUESTED

TEAM ORGANIZATION



As a ten-year-old company with an experienced team of managers, we have established business systems and maintained a culture of 'continuous improvement' in placing people in the right positions that will yield positive experiences for both internal and external customers. Part of this success is due to a properly organized company – through the years our company organization has evolved. Today we have received many positive feedback from all our customers of the following organization.

The team's organization for this project is as follows:



TEAM ORGANIZATION (CON'T)



Key Personnel for this Project

The following staff will be the key personnel and main contacts for this project. From daily communications, special projects (construction), controller cabinet/component testing, to routine/response services – the following team members have their dedicated roles for this project who are well-qualified and can execute on the needs of the City.



Art Torres – Account Project Manager

17+ years of field experience in traffic signal maintenance, IMSA Level 3 Field, NEC#E 115259G

As Account Project Manager, Art will be accountable for the overall performance of the contract by ensuring contract deliverables are met and that all tasks & communications flow smoothly. Art is proficient with emails, MS Word, MS Excel, and other computer programs to help in this role.



Ralph Murillo - Field Superintendent

20+ years of experience in the traffic signal industry. IMSA Level 3 Field, OSHA 30, NEC #E141087-G.

Ralph will be responsible for scheduling and providing assignments to our field personnel. Ralph has extensive experience managing multiple work crews who perform maintenance and emergency knockdowns, Edison-related power issues, and new construction work. Ralph will coordinate with the Project Manager (Art Torres) to meet all project deliverables.



Wes Sumner – Electrician & Laboratory Manager

40+ years of experience in traffic signal maintenance. IMSA Fiber Optic Technician Certified, OSHA 30 Certified, with various vendor-specific certifications. IMSA Level 3 Field / 2 Bench, NEC #E129105-G.

Wes Sumner started his traffic signal maintenance career in the 1980s by designing, building, and testing traffic signal controllers for a traffic signal controller /systems company. As a technical expert in traffic signal cabinets and componentry, Wes is BEAR's Cabinet Laboratory manager in charge of testing and certifying services.



Rene McGaugh – Foreman Electrician (Construction Specialty)

20+ years of experience in the traffic signal & street lighting industry. Experienced construction foreman, IMSA Level 3 Field, OSHA 30, NEC #E150376-G

Rene is passionate about the traffic signal and streetlighting maintenance trade and, at one time, was a partner at a competing maintenance company. Today with his experience in traffic signal and streetlight maintenance, Rene trains and manages other electricians in new signal construction and during large-scale, ad-hoc electrical repairs and response calls.



Vinny Nguyen – Electrician

17+ years experience in traffic signal maintenance. IMSA Level 3 Field / 2 Bench NEC# E101338G

Vinny has been an electrician in the traffic signal maintenance industry for almost two decades. Vinny has worked for various agencies in the Los Angeles County areas and is experienced with the equipment in Gardena.



Jesse Coronado - Electrician

20+ years of experience in Streetlight and Traffic Signal maintenance. IMSA Level III Field

Jesse started as a County Electrician for Orange County Public Works in 2002. For almost a decade, Jesse decided to continue his passion by transitioning to the private sector, where he has become a valuable electrician. Jesse is also experienced in troubleshooting communication issues (wireless and wired), which is essential in SMART Lighting applications.

TEAM ORGANIZATION (CON'T)



Additional Personnel Resources Available for this Project

The following staff are additional personnel resources that provide not only routine & response work capabilities but offer the expertise and experience on special projects (construction), controller cabinet/component testing, and any ad-hoc electrical projects that may arise throughout this contract. Each of the following staff have already worked for the City of Gardena during the previous project.



Justin Cataldo – Regional Senior Manager 35+ years of experience in traffic signal maintenance operations and management

As Senior Manager, Justin will continue to be involved in day-to-day project management by providing technical and administrative support for Art and the field team. Justin will augment regional estimating duties, improve quality control, and support project coordination.



Wes Sumner – Electrician & Laboratory Manager

40+ years of experience in traffic signal maintenance. IMSA Fiber Optic Technician Certified, OSHA 30 Certified, with various vendor-specific certifications. IMSA Level 3 Field / 2 Bench, NEC #E129105-G.

Wes Sumner started his traffic signal maintenance career in the 1980s by designing, building, and testing traffic signal controllers for a traffic signal controller /systems company. As a technical expert in traffic signal cabinets and componentry, Wes is BEAR's Cabinet Laboratory manager in charge of testing and certifying services.



Rene McGaugh – Foreman Electrician (Construction Specialty)

20+ years of experience in the traffic signal & street lighting industry. Experienced construction foreman, IMSA Level 3 Field, OSHA 30, NEC #E150376-G

Rene is passionate about the traffic signal and streetlighting maintenance trade and, at one time, was a partner at a competing maintenance company. Today with his experience in traffic signal and streetlight maintenance, Rene trains and manages other electricians in new signal construction and during large-scale, ad-hoc electrical repairs and response calls.



Vinny Nguyen – Electrician 17+ years experience in traffic signal maintenance. IMSA Level 3 Field / 2 Bench NEC# E101338G

Vinny has been an electrician in the traffic signal maintenance industry for almost two decades. Vinny has performed work for various LA county agencies for most of his career.



Jesse Coronado - Electrician

20+ years of experience in Streetlight and Traffic Signal maintenance. IMSA Level III Field

Jesse started as a County Electrician for Orange County Public Works in 2002. For almost a decade, Jesse decided to continue his passion by transitioning to the private sector, where he has become a valuable electrician. Jesse is also experienced in troubleshooting communication issues (wireless and wired), which is essential in SMART Lighting applications.

TEAM ORGANIZATION (CON'T)



Additional field electricians that will serve as on-call maintenance support as well as perform extraordinary work (including specialty electrical & communication work such as high voltage, EV Charging, and high-reach/pole maintenance):

Minh Pham – Electrician

18+ years of experience in the traffic signal & streetlight maintenance field. Certified in systems such as Econolite, McCain, and Iteris. IMSA Level 3 Field / 2 Bench, OSHA 30, NEC #E122304-G.

Minh is highly experienced in traffic signal maintenance repair and emergency response. Living in the Orange County area, Minh has a great background knowledge of traffic patterns, contacts, and technical expertise to respond to any signal call expediently and resourcefully.

Joey Coronado – Electrician (Communication Specialist)

22+ years experience in Streetlight and Traffic Signal maintenance. IMSA Level III Field

Joey started his career by working in the private sector at Computer Services Company (CSC) and later moving to the public sector at Riverside County as a traffic signal electrician. In 2019, Joey joined BEAR as a traffic signal electrician specializing in 170/2070/NEMA, CCTV, video and induction detection, communication (network switches, fiber, copper, wireless), USA locating, and traffic control.

Benito Hernandez – Street Light Electrician (High Voltage Specialist)

13+ years experience as a licensed (high-voltage) electrician. IMSA Work Zone, NEC #E-170462-G

Benito graduated from Local 441 Apprenticeship in 2009 and immediately started working for International Line Builders (ILB) as a journeyman focused exclusively on street lighting. Benito joined BEAR nearly five years ago and is our company streetlight expert. Benito's experience includes series circuits up to 6k volts, overhead and underground feed troubleshooting, and various streetlight-type repairs, retrofits, and updates.

Chad Newton – Electrician, Utility Worker, & Crane Operator

14+ years experience as an electrician, Crane operator certified with over 5,000 hours of high-reach crane work, IMSA Level 3 Field, OSHA 10

Chad started his electrical career in 2008, performing low-voltage work, particularly the new construction and installation of underground infrastructure and fiber optic cabling. Since then, Chad has been trained, self-performed, and led teams in new construction utility work and maintenance restoration of foundations, conduits, concrete, and miscellaneous freeway electric work. Chad is highly experienced in Caltrans freeway work.

James Snowden - Construction Foremen / Electrician (EV Charger Installation Certified)

18+ years experience in traffic signal maintenance. IMSA Level 3 Field / 2 Bench NEC#E157746-G, EVITP Certified

James has been in the traffic signal maintenance industry for multiple decades. He is experienced in all aspects of traffic signal maintenance, from emergency response work to signal system upgrade projects. James is one of the current EVITP-certified technicians who leads our EV charging projects.

Albert Soto – Electrician (Rail / Transit Specialist)

23+ years experience in traffic signal maintenance and as an electrician. IMSA Level III Field.

Albert joined BEAR in May 2022 after working for Computer Services Company (CSC) since 1999. Albert is an experienced traffic signal maintainer and experienced construction electrician. He has worked on hundreds of new traffic signals for Orange/LA counties and LA Metro Rail jurisdiction.

PROJECT UNDERSTANDING & APPROACH/METHODOLOGY



BEAR will provide ongoing and regular field preventative maintenance and repair of traffic signal equipment (extraordinary maintenance), traffic signal equipment, safety lights, flashing beacons, and other related equipment by duly trained and qualified personnel 24/7/365 basis with complete compliance to CAMUTCD and City standards & specifications in all work performed.

If needed, BEAR can perform USA / Digalert locate, and mark work as directed by the City.



We understand that an RFP is an emergency response contract and can not capture all the literal details and intricacies of a traffic signal maintenance program. Through our work experience with various customers and agencies – our company values and principles have guided our work approach.

Our approach to this project consists of a four (4)-part work approach. We follow this approach to every task and activity assigned to BEAR.

Testimony: “We selected BEAR to service our City - not only for their capabilities - but because of their work approach to maintenance. BEAR listens to our needs and then makes recommendations and adjustments as needed.”

Mohammad Mostakhami, City of Commerce 10/26/22

- 1 Understand the needs of our customer
- 2 Assign proper company resources
- 3 Customize and implement our work order system
- 4 Provide feedback and continuous improvement

Our Work Approach

We view this project as a large contract with sub-projects integrated into it:

- Response & Repair Maintenance
- Extraordinary Maintenance

We consistently follow our (4)-part work approach throughout all our activities, tasks, and projects and repeat the work approach as necessary. This approach allows us to learn and not be complacent with our customer deliverables continually.



PROJECT UNDERSTANDING & APPROACH/METHODOLOGY (CON'T)



1 Understand Needs

Based on our review of the RFP, we understand the City needs the following:

- A traffic signal maintenance service provider that can provide emergency response services for the city of Gardena.
- A maintenance service provider that practices safe work habits compliant with CAMUTCD guidelines and is highly responsive. We achieve this by assigning work (bucket) trucks to each our electricians. Each truck is fully stocked with standard traffic control equipment, typical traffic signal commodities and City-specific equipment so that we can respond EFFICIENTLY and READY for all trouble calls.
- A team of electrical experts who are appropriately licensed, knowledgeable, drug-free, and highly certified performing the work at-hand throughout the contract.
- A maintenance company that can handle and recommend best practices regarding routine maintenance of traffic signal infrastructure and unscheduled maintenance items with a proper work authorization process.
- A maintenance company that can provide industry-standard, certified traffic signal equipment that is consistent with City of Gardena standards and specifications, including (but not limited to) signal poles, controller cabinets, cabinet components, and field indication hardware.
- A maintenance company can effectively communicate and report activities and special issues, such as emergencies or scheduled work:
 - Maintaining accurate and up-to-date documentation
 - Providing transparent billing reporting
 - Submitting maintenance invoices expediently and accurately monthly
- **Resources and Administrative Compliance will be met throughout the project's entire life.**
 - Fully Licensed, Certified, Experienced Staff.
 - Robust Resources, Owning All Relevant Equipment
 - Spare Equipment in-Stock
 - Salvaged / Non-Salvaged Equipment or Material Properly Handled
- **Consultation.** In the spirit of “extension of City staff,” BEAR Electricals' in-house electricians and traffic engineer engineers will be available for advice and consulting throughout the contract period. Most consultations will be pro-bono unless a formal request requiring extraordinary time and costs is needed, at which time a proposal for authorization will be developed for City's approval.

2 Assign Proper Resources

We match the right people to the correct work assignments, provide intelligent processes and systems, and have the appropriate equipment and tools to meet project expectations.

We empower each of our team members, from Project Managers to Field Foreman and Field Staff, to take complete ownership of the task and the customer. We are diligent about recognizing each team member's roles and responsibilities for each project. To providing a high-quality product we focus on constant communication and routine job / team meetings.

CONFLICT OF INTEREST / EXCEPTIONS / COST PROPOSAL



CONFLICT OF INTEREST

BEAR and its principals have NO financial, business, or other relationships with the City or its officials that may impact the outcome of this contract or any resulting construction project.

Moreover, BEAR has no current clients who may have a financial interest in the outcome of this contract.

EXCEPTIONS

BEAR takes NO exceptions to the City's RFQ conditions, requirements, and sample contract.

NEGATIVE HISTORY

BEAR has no prior significant or ongoing contract failures as well as any civil or criminal litigation or investigation pending.

BEAR affirmatively states that there is NO negative history to report since the establishment of the company (2013).

PROPOSED FEE SCHEDULE



PROPOSED FEE SCHEDULE FOR CITY OF GARDENA

PROPOSED LABOR RATES

NO.	ITEM DESCRIPTION	HOURLY STRAIGHT TIME RATE (DURING NORMAL WORKING HOURS)	HOURLY OVERTIME RATE (8 HOURS <CONTINUOUS WORK< 10 HOURS)	HOURLY DOUBLE TIME RATE (GREATER THAN 10 CONTINUOUS HOURS OR WEEKEND/HOLIDAY WORK)
1	Labor – Electrician Foreman	\$ 130.00	\$ 175.00	\$ 205.00
2	Labor – Electrician	\$ 120.00	\$ 165.00	\$ 195.00
3	Labor – Traffic Engineer	\$ 165.00	\$ 165.00	\$ 165.00
4	Labor - Operator	\$ 125.00	\$ 170.00	\$ 200.00
5	Labor – Traffic Signal Laborer	\$ 95.00	\$ 135.00	\$ 160.00

PROPOSED EQUIPMENT RATES

NO.	ITEM DESCRIPTION	RATE	UNIT PRICE
1	Service Truck	HOURLY	\$ 25.00
2	Hydraulic Lift Truck Bucket	HOURLY	\$ 35.00
3	Compressor	HOURLY	\$ 5.00
4	Concrete Saw	HOURLY	\$ 5.00
5	Crane	HOURLY	\$ 125.00

NOTE: Any additional equipment utilized not specified above will be billed out per the current Labor Surcharge and Equipment Rental book.
<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/equipment-rental-rates-and-labor-surcharge/book-sep2022-a11y.pdf> (plus 21% markup)

DESCRIPTION	Fee
USA Ticket Filtering	Negotiable
USA Field Mark-out	\$150 per ticket

DESCRIPTION	PERCENTAGE
Mark-up Percentage (%) of Invoiced Price for Cost of Materials	15%

NOTE: Unit prices for typical response work can be determined and negotiated.



**BEAR ELECTRICAL
SOLUTIONS**



Thank you

Request for Qualifications for The **CITY OF GARDENA**

For Providing Traffic Signal Emergency On-Call Services



Proposal to the City of Gardena

Presented by: St Francis Electric

1420 Citrus St. Riverside, CA 92507

"Experience, Quality & Reliability..."

Due by: March 23rd, 2023, 4:00 p.m.

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Cover Letter

March 23, 2023

Kevin Kwak – Assistant Director of Public Works
City of Gardena
1717 W. 162nd Street
Gardena, CA 90247-3778



RE: Proposal for Traffic Signal Emergency On-Call Services RFQ

Dear Mr. Kwak,

St. Francis Electric, LLC (herein after referred to as SFE) is pleased to respond to the Request for Qualification for Traffic Signal Emergency On-Call Services to the City of Gardena. SFE is committed to providing the services outlined in the RFQ in providing traffic signal emergency on-call services. SFE will maintain a 24-hour per day to respond to the City's (66) traffic signals, (2) pedestrian crosswalks with in-pavement lighting as well as future traffic signal appurtenances for the City of Gardena per the RFQ requirements. SFE will have available full staff support 24-hours per day, 7 days a week emergency call response to respond to emergency call-outs within two (2) hours of notification or less.

SFE is a California licensed and bonded Class "**A-General Engineering**" and "**C-10 Electrical**" contractor (CA license #1003811). SFE has a long history (Since 1946) of servicing California's transportation and electrical needs proving to be a beneficial resource when dealing with everyday maintenance and operations. Having a core business of traffic signal installation and maintenance, SFE has established itself as one of the top electrical service providers in California with satellite office locations in Riverside, Sacramento, Napa, San Francisco, and San Jose. SFE currently has similar Traffic Signal Maintenance contracts in Southern California in the Cities of Rosemead, Lancaster, South El Monte, Yorba Linda, Rialto, Corona, Grand Terrace, Loma Linda, Palm Desert, Palm Springs, La Quinta, Temecula, San Bernardino, and County of San Bernardino to name a few in this region.

Our company currently has over 250 employees including a solid team of skilled IMSA certified traffic signal technicians, electricians, CA licensed traffic and civil engineers, project managers, and project coordinators. We have also aligned ourselves with reputable subcontractors in this area such as Sierra Pacific Electric (new intersection construction, Intersection modifications and Underground Utility) and Smithson Electric (Saw Cutting & Vehicle Loop Detector installation) in order to offer the best services from around the industry. SFE sets high standards in customer service with regards to safety, time and budget. We constantly monitor our staff and subcontractors' service quality to satisfy our clients and ultimately lead to better and safer living for the citizens.

We thank you for giving SFE the opportunity to present this proposal and look forward to establishing a working partnership with the City of Gardena. Shenoa Townsend is the Project Manager designated for the City of Gardena (email – shenoa.townsend@sfe-inc.com; phone (951) 906-7626). This contract would be managed by the local office located at 1420 Citrus St, Riverside, CA 92507; phone (951) 906-7626.

Sincerely,

A handwritten signature in blue ink, appearing to read "Guy Smith".

Guy Smith - Vice President (Authorized individual to contractually bind St. Francis Electric, LLC.)
975 Carden Street, San Leandro, CA 94577
(510) 639-0639 Ext. 211 Office / (510) 639-4653 Fax
guy@sfe-inc.com / www.stfranciselectric.com

1. Company Qualifications

SFE's Maintenance Division Management Team has extensive experience for more than 50 years in serving the governmental needs as well as in charge of municipalities' maintenance programs as government employees. Shenoa Townsend will be the Project Manager and Guy Smith will be the Management contact that is authorized to sign an agreement for St. Francis Electric.

SFE's solid team of over 250+ employees strongly consist of IMSA certified traffic signal technicians, State Licensed Electricians, Master Electricians, CA licensed engineers, trained project managers, and project coordinators.

Our Southern California Staff has worked with many Cities throughout California. SFE, while considering the opening of our Southern California office, had wanted to do this with the best possible customer service and experienced staff in mind. Through many recommendations we found our now Southern California Area Manager Jill Petrie. Several of her then customers and staff have also chosen to follow her to SFE due to her continued hard work, customer service, dedication, and knowledge of these specific types of traffic signal maintenance and response contracts.

Throughout the years she and her staff have provided Maintenance & Response services for 100+ Cities throughout California to include Riverside, San Bernardino, Los Angeles, Orange, San Diego and Ventura Counties. She and her team take pride in not having lost a single contract due to any service-related issues which speaks volumes for their service commitment. She has helped in the development of these Cities' specified traffic signal equipment, complete equipment inventories, street rename sign change out projects, LED retrofits, rehab modifications and ADA & infrastructure upgrade projects. She has assisted many Cities to develop their maintenance scope of work when it was needed in order to help with the longevity of equipment and safety of their citizens. Our Staff has been well embedded and invested in this area, its customers and this exact scope of work for decades. This office staff has focused on ways to relieve our **Customer's pain points**: Clear communications with City staff both internal and external in the field, meeting with Citizens on City's request to address their concerns, monitoring their existing maintenance/response budgets, helping with planning accordingly each fiscal year to assure that our Cities assets are not only serviced and protected but getting the attention they need including State Standard (MUTCD) upgrades. It is without doubt we feel this *is* the right team for the City of Gardena; we'll take pride in servicing and working alongside with the City and its staff. We believe customer service is in fact return service, and our service is peace of mind.

SFE Our maintenance division stands out over many due to our experience and providing exceptional customer service year after year. Working with municipalities is our primary focus. All SFE Employees have the same goal to focus an "be the best in this industry", not to be in every industry. We understand to last the test of time you must be the very best at what you do and prove it every day. Our owners have from day one always had their feet on the ground, in the field working side by side, standing with us strong, and leading by example.

- SFE has been in the traffic signal industry for over 70 years and has built an outstanding reputation all over California for its work and services provided.
- We have over 250+ employees throughout our offices and in the field, IMSA certified, NEC certified, VMS qualified, USA trained, Traffic Engineers on staff and Construction specialists dedicated to this industry alone. Our motto "**Experience, Quality & Reliability...**" is something we all stand by.
- We strive to understand our customer's pain points, their needs and goals. We understand there can be



many obstacles our customers may have to navigate and we are there to help them in any way possible. Our project managers/field staff make it a point to answer calls and emails responsively, we meet with our customers on a routine basis whether it be onsite or at their facility to have clear concise communications at all times. With this type of effort we can sustain from common issues that arise when there is a lack of communication.

- We offer our customers an emailing option socalmadmin@sfe-inc.com during our normal business hours so that our Cities' will receive a rapid response from our in-house office staff. We inform our customers that a tech has been dispatched and also when a service request has been completed in the field by our technicians so that they are not left wondering if a problem has been addressed.
- We have a live person dispatch service when calling our 24/7 Direct Line Teleservice every time you call in, and the service call is immediately dispatched to our on-call technicians. Our techs will follow up with a return phone call notifying the reporting party confirmation of receipt and our estimated time of arrival. All of our technicians have smartphones / tablets and / or laptops and can be reached at any time while performing services within the City.
- We have built outstanding relationships with our suppliers over the past few decades giving us the advantage of outstanding pricing, expedited shipping and also making it so we have access to thousands of components that may not be the standard everyday part, and a tremendous amount of resources that we can rely on.
- SFE continuously works with all of our customers on getting their warranty items repaired or replaced throughout the city even when they were not the original installer. We make every effort to handle and relieve our customers of this burden, while keeping the customer informed and up to date on the status.
- We have In-house testing/training Lab in both our Southern California and Northern California facilities.



Salesforce

SFE is proud to utilize *Salesforce Project Tracking*™ our computerized electronic maintenance and inventory management system. This internet cloud-based website www.salesforce.com/products/service-cloud/overview represents what we believe to be the forefront of customer account management and maintenance tracking in our industry. The City's *Salesforce Project Tracking*™ account will include a complete list of all of City of Gardena's intersections, equipment inventory, a log of repair and replacement parts, and records of all routine and emergency calls received for the City. Once the technician has received a notification of a service request, he/she will respond and arrive on site within two (2) hours, making the proper repair work, and report the incident via online real time Salesforce™ on their mobile tablets. Reporting for routine maintenance activities is handled the same way.



The information handled by Salesforce™ includes:

- Service Request Management and Scheduling, including time stamping and dispatching.
- Scheduled Maintenance Management and Scheduling.
- Location details of technicians and start work/end work times in the case of Emergency call-outs.
- Intersection Details, inventories of equipment, maps, CAD drawing, timing sheets, etc.
- Report Generation: including invoices, material use, etc.
- Inventory control, including real-time tracking of available and installed equipment.
- Information available to view or download through the Customer Portal, which includes:
- Real-time status of Scheduled Maintenance and Service Request calls.
- Real-time Intersection Inventories.
- Real-time Equipment Inventories.
- Intersection maintenance histories, maps, CAD drawings, digital photographs.
- Account information, such as contacts and billing

Essential key functions of this online database are made available to the Traffic Signal Coordinator to monitor maintenance, service call history, and review all activities performed by SFE technicians working within the City.

Information that is associated with each service call will be documented as follows:

- Call to Dispatch Center or Office is logged as to time and location of request.
- Dispatch time is noted as well as Technician name that is dispatched
- Arrival time to site of call for service.
- Technician notes of problem(s) discovered, and process to repair.
- Any notes of other circumstances seen by the technician will also be captured.
- Resolution of problems and equipment used or replaced to remedy the location will be noted.
- Technician completion of service call will be noted.

All SFE work done under this maintenance contract will be verified and available to the City of Gardena through this online *Salesforce Project Tracking*™ tool

Sample Billing Report

CITY OF GARDENA FEBRUARY 2023 RESPONSE BILLING REPORT

BILLING ADDRESS:

CITY OF GARDENA
 ATTN: PUBLIC WORKS DEPARTMENT
 1717 W. 162ND STREET
 GARDENA, CA 90247-3778

Requested By	Problem Description	Light Type	Activity Type	Labor Type	Order Type	Corrective Action	Part	End Date and Time	Line Qty	Total Line Price
Site: Vermont Ave 135th St (4 records)										
Work Order: Work Order Number: WO-00113855 (2 records)										
Jake Mueller	FLASH	Traffic Signal	Bucket Truck	Regular	Signal Flash	VERIFIED, FOUND PHASE 8 CLEARANCE FAIL, RESET WALK AND MONITOR, WROTE DR FOR NEW CONTROLLER. FOLLOW UP REQUIRED.	-	2/10/2023 13:30	1	\$0.00
Site: Vermont Ave 140th St (3 records)										
Work Order: Work Order Number: WO-00114411 (3 records)										
Jake Mueller	MISSING PPB SIGN 12X9, NEW INTERSECTION	Traffic Signal	-	-	Other	INSTALLED NEW 12X9 PPB SIGN, NEW INTERSECTION	Ped Sign 9 X 12	-	1	\$0.00
Site: Vermont Ave Rosecrans Ave (3 records)										
Work Order: Work Order Number: WO-00113901 (3 records)										
Kevin Kwak	G80 OH WB	Traffic Signal	-	-	Indication Out	REPLACED G8 ON WB OH. WORKS WELL	LED - 12" Green Ball	-	1	\$0.00
Site: Rosecrans Ave Berendo Ave (3 records)										
Work Order: Work Order Number: WO-00114359 (3 records)										
Jake Mueller	TURNED HEAD WITH 3 BROKEN VISORS, PPD TURNED	Traffic Signal	-	-	Turned head	REALIGNED SIGNAL HEAD AND PEDESTRIAN DISPLAY, INSTALLED 3 NEW VISORS, WORKS WELL	VISOR 12" TUNNEL	-	3	\$0.00
Site: Rosecrans Ave Buelong Ave (2 records)										
Work Order: Work Order Number: WO-00114384 (2 records)										
Kevin Kwak	TURNED HEAD ON NEC, HHC ON GROUND SEC	Traffic Signal	Signal Maintenance Technician	Regular	Turned head	FOUND TURNED HEAD ON NEC/SIDE MOUNT, REALIGNED TO FACE SB, FOUND HHC ON GROUND FOR SEC, SECURED HHC, ALL WORKS WELL	-	2/27/2023 11:00	0.5	\$0.00
Grand Totals (15 records)										
										\$0.00

GPS Navigation System



samsara

SFE uses Samsara Networks to track our workforce and fleet. Samsara's fleet management platform organizes daily workflow management to help managers effectively respond to customer requests. Its instant visibility map feature allows users to view all drivers and vehicles in real-time to pinpoint exact locations to dispatch the best routes. When a customer calls for an ETA or last-minute status update, SFE can accurately answer inquiries based on location within seconds.



Safety Measures

Safety is the top priority within SFE. In order to operate as a larger general electrical contractor, SFE has developed a culture to always pay extra attention with regard to safety. With our designated safety officer and safety team constantly going from job to job, SFE promises to plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations.

In order to ensure good quality from SFE staff, we believe in proper foresight and preparation. We train our technicians to IMSA, OSHA, State specific requirements, Caltrans specs, and Vendor Specific standards. We supply the "right tools" for the job, from hand tools to heavy equipment. Once the proper tools and training are supplied, we can then progressively inspect and ensure proper production and quality levels are met.

We regularly and randomly inspect our technician's quality and thoroughness. We strive to "see things" from our customer's perspective. When performing maintenance on Traffic Signals and Street Lights, we believe that the efforts we put into the quality of our service prolongs the life and efficiency of the components, and The City of Gardena's confidence in our work.

SFE's Senior Management is fully committed to addressing the safety of today and beyond. We have established aggressive goals and have adopted a zero tolerance regarding safety compliance. Our focus on a Safer tomorrow is paramount, to our future. The success of reaching our goals rests on the shoulders of each and every employee at SFE. With their knowledge, by their preparations, and through their practices, we can achieve these goals. We have identified a number of actions and our efforts are doubled with regard to safety awareness. Since 2012, SFE has not received an OSHA citation. In addition, the renewed efforts are already being shown in Our Experience Modification Rate.

Training Programs

SFE has several training programs we use for our employees to ensure the highest quality, with the most up to date knowledge and training. We also review the latest maintenance procedures and suggestions from the industry, the industry periodicals and NECA, IMSA seminars, so that SFE can maintain our service capability to the latest industry guidelines.

We work with our Local Unions who have an Apprenticeship and Training programs for Technical Application/Training, First Aid and also OSHA Safety. Many of our staff are trainers in these programs and have the opportunity to instruct and mentor the electricians in the industry.

In-House SFE has many employees that have been in this industry for 40+ years, these Journeymen / Foremen / Mentors / Area Leads help to train, develop and grow our team with real life exposure and situations both in the field and at our in-shop training lab.

We work with all of our field staff and project managers to help them to acquire and maintain IMSA certified training and the State Certified National Electrical Certification.



We feel the attainment of these types of certifications is a means for individuals to indicate to the general public, coworkers, agencies, and others that an impartial, nationally-recognized organization has determined that they are qualified to perform specific technical tasks by virtue of their technical knowledge and experiences. Certification also bestows a sense of achievement upon the certified individual since it reflects professional advancement in a chosen field. We encourage all of our Technicians to be certified in Work Zone Safety, TS Level I, II and III and Roadway Lighting Levels I, & II. We employ several employees who have gone beyond these certifications.

IMSA currently offers certification in the following fields:

- Electronics in Traffic Signals
- Flagging and Basic Traffic Control
- Roadway Lighting
- Traffic Signals
- Work Zone Traffic Control Safety

- Fiber Optics for ITS
- Microprocessors in Traffic Signals
- Signs and Markings
- Traffic Signal Inspector

SFE Technicians and Project managers also receive specialized training from METRO. The Los Angeles County Metropolitan Transportation Authority (METRO) has developed a comprehensive program in the areas of signal operation and maintenance to upgrade the skills of local traffic engineers and signal maintenance personnel. The programs include: include Bi-Trans 200 /233, NEMA controllers and video detection, Type 170 hardware and troubleshooting and introductions to 2070 traffic control systems. We have been trained and certified in several of these classes and also continue to take refresher courses to stay up to date on all industry changes. We encourage our staff to attend these classes and make available time to attend these trainings as needed.

2. Experience

Number of Years Company has Provided Services and Company Ownership

St. Francis Electric, LLC is a Limited Liability Corporation chartered under the State of California and incorporated in 1986. SFE is not owned by another business organization or individual. SFE has been conducting business as St. Francis Electric, LLC. for 7 years and providing the services as outlined in the RFQ; however, SFE has been in business for 77 years. Our Headquarters is located at 975 Carden St, San Leandro, CA 94577 with many satellite offices located throughout California including Riverside. The Riverside location opened its doors on November 1, 2015 and is the location from which the employees are assigned. Our contractor's license number is 1003811 for A, C-10 classifications and it expires on 5/31/23. Our DIR# is 1000022208.

SFE's Experience

It is always the goal of SFE to hone our service around a City's needs. We understand that throughout the term of a contract of this type, those needs may change. We approach all our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing these common goals. SFE's account management team as well as our field staff will work closely with the City in order to make sure that all of your requests are being effectively addressed. We make every effort to ensure that the City's staff is always aware of issues that are in need of attention.

Prior to submitting this Request for Qualification, our technician, Emi Cervantes, met with Jake Mueller to better familiarize with the City's intersections, equipment and facilities. We understand that the City has 2070 Controllers with Transparency and 170 Controller with BiTrans software and is aware that the City is currently migrating their Traffic Management Software from QuicNet to Transparency. Emi also has previous experience working with the City of Gardena and its intersections from a previous employer and is familiar with the City's present Traffic Signal Controllers and appurtenances.

In addition, SFE has advanced experience with multiple manufacture traffic cabinet control products. The products include but are not limited to: Cal-Trans 332 Type Cabinets, 170 and 2070 Controllers and having Transparency, McCain (Bi-Trans) 200, 233, 210FM, 245 FM and 2033 software's, Econolite Controllers TS-1 & TS-2 Cabinets, and Econolite Cobalt, and ASC Models, Trafficware TS-1 & TS-2 Cabinets, NAZTEC 980 / 2070 Controllers, and Cabinets Systems. Detection experience includes Econolite, Iteris, Flir, Trafficon / Video Detection, and Sensys Networks Radar Detection, and Standard Loop Detection to include Detector Amplifiers 222, 422, i.e., Technicians are also experienced in Railroad and Emergency Pre-Emptions. Battery Back-up Systems including Myers, Alpha, Dimensions, Tesco and ZincFive.

SFE has experience maintaining these various types of controllers and equipment in the Cities of Yorba Linda, South El Monte, Rosemead, Lancaster, Palm Springs, Rialto, and County of San Bernardino to name a few. See our References for a full list of Cities.

Past Experience of Staff

SFE has been extremely successful in retaining & acquiring traffic signal maintenance and response contracts due to our customer service and reputation; this is largely due to our desire to offer the best possible customer service. SFE staff has an exemplary customer service track-record highlighted by our well-qualified field personnel, knowledgeable customer service representatives, and our accounting department with on time quarterly invoicing and reports. We understand what is required to maintain a community's electrical infrastructure and exceed our customer's expectations. Our Southern Californian staff has an overwhelming combined Traffic signal maintenance response team experience for this exact scope of work of 50 years. It is from this experience that we have grown to understand that Cities such as the City of Gardena isn't just looking for a contractor, they want a partner that they can trust has their best interest in mind. With SFE's work ethics we intend to gain that trust and not ever lose it.

St. Francis Electric Availability

SFE understands the importance to maintain a functional traffic signal system for the City's public reception and safety concerns. SFE promises to make available for the City of Gardena on a 365/24/7 basis to perform tasks and services under this contract. SFE as a company has an excellent reputation performing traffic signal maintenance contract work on time and on budget. We are confident that our existing clients are greatly satisfied with our services and will be providing the positive feedback and recommendations. SFE will make every effort to satisfy the City of Gardena in responding to the 24/7 emergency calls. SFE will respond immediately to emergency calls, including main pole knockdowns within two (2) hours of notification during normal working hours, including Saturdays, Sundays and holidays.

Company Profile & History

SFE has been in the electrical business for 77 years. We have provided a track record of success in the contracting and in the maintenance divisions, over these 77 years. With over 250+ employees, we have the senior management team to allow for continued growth and have the path of growth to succeed. We have seen tremendous changes in our industry and have grown our business along the lines of longevity and stability. We have matured as a company from the early days of SFE into a leader in our industry. We pride ourselves on a close working relationship with our clients and we have continued to create new and lasting relationships with all of them. SFE has extensive experience in the maintenance work that is being requested. SFE owns and operates approximately 100+ service vehicles of various types and sizes throughout California.

We maintain management of all our costs and expenses. Having been in the Electrical business for these 77 years length of time, we have crafted special relationships with our suppliers and our financial backing. We have worked on projects that have been worth over 20 million dollars and have successfully secured the financing and the manpower to produce the finest work and craftsmanship in this business proving that SFE is the best qualified to provide the services as described in this RFQ. We intend to bring our years of experience to this maintenance proposal.

SFE has extensive experience in the maintenance work that is being requested. SFE to help ensure safety, our maintenance crews use hydraulic "bucket" trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved, inspected, and certified as required by law. Our bucket trucks are typically equipped with the most common traffic signal gear, poles, and street light replacement parts to service most emergency responses such as knock downs. In addition, SFE's vehicles are equipped with a permanently mounted arrow board/stick, warning beacon/strobe lights, traffic cones & construction warning signs.

Our “bucket truck” hydraulic lift is capable of reaching a height of at least forty (40) feet from roadway surfaces. Additionally, SFE houses a minimum of 2 crane truck at our yard. Our technicians are equipped with necessary laptops for the programming/testing of traffic signal controllers, CMU/MMU, Camera monitoring (CCTV, Video, etc.), and various equipment. In addition, all SFE employees will be equipped with a smartphone/mobile tablet with 4G LTE access capable of email, text, photo, and internet. SFE is committed to maintain an inventory of all signal equipment used by the City of Gardena. This commitment will ensure the City avoiding long wait time on some equipment such as traffic signal poles.



SFE offers Transportation Engineering and Civil Engineering support for the City of Gardena as an optional service. SFE’s in-house California Professional Civil and Traffic Engineer have extensive experiences to address all traffic signal related problems for the City of Gardena. Including, but not limited to, ITS equipment programming, traffic signal coordination, signal timing validation, traffic control plan, traffic signal design modifications, foundation design, pedestrian ramp design, and many other traffic signal disciplines. We maintain these types of services to create the applications needed to keep SFE in the leading edge of services that are provided as part of our core business. We take great pride in our value-added services and how we can be relied on for a complete package of services in the Transportation areas.

SFE’s Maintenance Division Management Team has extensive experience for more than 50 years in serving the governmental needs as well as in charge of municipalities’ maintenance programs as government employees. Shenoa Townsend will be the Project Manager and Guy Smith will be the Management contact that is authorized to sign an agreement for St. Francis Electric.

Headquarters

St. Francis Electric, LLC
 975 Carden Street
 San Leandro, CA 94577
 Office: (510) 639-0639
 Fax: (510) 639-4653

SoCal Region

Jill Petrie
 Southern California Area Manager
 1420 Citrus Street
 Riverside, CA 92507
 Office: (951)-304-4903
 Cell: (951) 203-4586
 Fax: (951) 274-0061
 Email: jpetrie@sfe-inc.com

Shenoa Townsend
 Project Manager
 1420 Citrus Street
 Riverside, CA 92507
 Cell: (951) 906-7626
 Fax: (951) 274-0061
 Email: shenoa.townsend@sfe-inc.com
<https://www.stfranciselectric.com>

24/7/365 Traffic Signal Telephone Service 1-(844)-LIGHT88

SFE's Primary, Headquarters, and Satellite Offices

St. Francis Electric's Southern California office is the **designated** local office/yard for this project located at 1420 Citrus St, Riverside, CA 92507 in the County of Riverside. We currently provide these exact services to your neighboring cities, allowing for our technicians to always be in the neighborhood just minutes away - this allows for eyes on in the field of day-to-day operations of the intersections and emergency support when needed. SFE's office has secured outdoor storage space sufficient for all the contract equipment, parts, components, and inventory. In addition to the outdoor storage, we also have ample warehouse indoor secured storage space necessary for these types of contracts. SFE's Southern California shop is not only set up for our typical maintenance & response work but has the necessary room for growth to support the addition of many new customers, contracts and projects. SFE has a Southern California traffic signal lab located in Riverside County used for the testing and repairs of new/used equipment and the on-going training of field technicians in a controlled environment. SFE also has a testing lab facility located at our Headquarters office for these same types of services in that area. Since all of our offices are located in California, as seen below, they all provide services throughout Northern, Central and Southern California.



St. Francis Electric, LLC. (Primary Office)
1420 Citrus St
Riverside, CA 92507



St. Francis Electric, LLC. (Headquarters)
975 Carden St
San Leandro, CA 94577

Other SFE Office Locations Include:

1850 West Imola Ave Napa, CA 94559	230 Mayock Rd Gilroy, CA 95020	341 Industrial Way Woodland, CA 95776	1919 Commonwealth Ave Fullerton, CA 92833
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Northern California Locations



Southern California Locations



SFE's Southern California office currently has contracts for Traffic Signal Maintenance Services with such Cities as: City of Corona, Grand Terrace, Indian Wells, Lancaster, La Quinta, Loma Linda, Palm Desert, Palm Springs, Rialto, Rosemead, San Bernardino, County of San Bernardino, County of San Bernardino Waste, South El Monte, Temecula, and Yorba Linda as well as several projects with other cities throughout Southern California.

We graciously hope for the opportunity to work hand and hand with your City.

3. References

St. Francis Electric has established a reputation of quality service with our Southern California team. The field and office staff have provided maintenance/response services to public agencies for over two decades and continue to build strong relationships with new clients. We understand the value of our clients as well as their demands all while keeping the citizens' safety in mind.

Client	Address	Contact Info	Contract Term
City of Corona	400 S. Vicentia Ave Corona, CA 92882	Gabriel Hernandez gabriel.hernandez@ci.corona.ca.us (951) 279-3709	2019/2-yr+
City of Grand Terrace	22795 Barton Rd Grand Terrace, CA 92313	Ruben Montano rmontano@grandterrace-ca.gov (909) 835-0890	2017/3-yr+1+1 & 2022/3yr+1+1
City of Indian Wells	44-950 Eldorado Dr Indian Wells, CA 92210	Mihai Dan mdan@indianwells.com (760) 346-2489	2019/1-yr
City of Lancaster	44933 Fern Ave Lancaster, CA 93534	Mike Hame mhame@cityoflancafterca.org (661) 723-5801	2019/1-yr 2020/1-yr+1+1
City of La Quinta	78-495 Calle Tampico La Quinta, CA 92253	Kris Gunterson kgunterson@laquintaca.gov (760) 636-8170	2019 to Current
City of Loma Linda	25541 Barton Rd Loma Linda, CA 92354	Eleazar Rubalcava erubalcava@lomalinda-ca.gov (909) 478-4263	2018/1-yr+1+1+1 & 2022/1-yr+1+1+1
City of Palm Desert	73-510 Fred Waring Dr Palm Desert, CA 92260	Bassam AL-Beitawi balbeitawi@cityofpalmsdesert.org (760) 346-0611	2017/2-yr & 2020/3-yr
City of Palm Springs	3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	Francisco Jaime francisco.jaime@palmsspringsca.gov (760) 219-0579	2016/3-yr+1+1 & 2021
City of Rialto	150 S Palm Avenue Rialto, CA 92376	Tim Sullivan tsullivan@rialtoca.gov (909) 421-7229	2016/1-yr+1+1 2019/1-yr+1+1 & 2022
City of Rosemead	2714 River Ave Rosemead, CA 91770	Jimmy Limon jlimon@cityofrosemead.org (626) 644-1287	2017-2019 2019/3-yr+1+1
City of San Bernardino	290 North D Street San Bernardino, CA 92401	Dan Morris Morris_da@sbcity.org (909) 462-8406	2022 - 2023
County of San Bernardino	825 E. Third Street San Bernardino, CA 92415	Tony Lugo antonio.lugo@dpw.sbcounty.gov (909) 501-5165	2017-2019 2019/5-yr
City of South El Monte	1415 Santa Anita Ave South El Monte, CA 91733	Brianna Badar bbadar@soelmonte.org (626) 579-6540 x3245	2018/2-yr+3
City of Temecula	41000 Main Street Temecula, CA 92590	Jeff Beardshear Jeff.beardshear@temeculaca.gov (951) 760-9409	2016/4-yr+1
City of Yorba Linda	4845 Casa Loma Ave Yorba Linda, CA 92886	Armando Jaime ajaime@yorbalingaca.gov (714) 961-7170	2016/3-yr+2+2

4. Personnel

Organizational Chart



Project Team Members

Jill Petrie - SoCal Area Manager/Project Manager (Key Personnel)	Scott Verplanck – Foreman/Traffic Signal & Streetlight Technician/Electrician (Key Personnel)
Shenoa Townsend – Project Manager (Key Personnel)	Emi Cervantes – Assigned Traffic Signal & Streetlight Technician/Electrician (Key Personnel)
Andy Briones - Project Administrative Support (Key Personnel)	Colin Landis – Assigned Traffic Signal & Streetlight Technician/Electrician (Key Personnel)
Guy Smith - Maintenance Division Manager/VP/CEO (Management Contact)	Alex Lara - Traffic Signal & Streetlight Technician/Electrician (Key Personnel)
Lance Alm - Traffic Signal & Streetlight Technician/Electrician (Key Personnel)	Chris Cruz – Traffic Signal & Streetlight Technician / Electrician (Key Personnel)
Stephen Petrie - Traffic Signal & Streetlight Technician/Electrician (Key Personnel)	Josh Alm – Streetlight Technician / Electrician (Key Personnel)
Cesar Gonzales – Traffic Signal & Streetlight Technician/Electrician – (Staff Support)	Sergio Godinez – Streetlight Technician / Electrician (Staff Support)

SFE is an active union company and is supported by the local unions in all areas which provides upon request certified IBEW journeyman electricians, traffic signal technicians, laborers, and apprentices for these classifications. SFE supports these unions and their apprenticeship programs in order to develop knowledge and growth which in turn provides jobs for our local communities in the traffic signal maintenance industry.

Summarized Resumes – (Information on additional SFE Staff available upon request)

Jill Petrie is the SoCal Area Manager, a key personnel contact for the City of Gardena. Her responsibilities include quality of service, communications with the City, and Proposal/Estimating. She is fully available to the City of Gardena for repairs, upgrades, extraordinary work, city project planning, assisting City with Fiscal budgeting and contract execution. She has over 22 years of experience in the Traffic Signal, ITS, and Street Light industry working with numerous Government agencies and contractors. She has excellent relationships with manufacturers, contractors, municipalities, Regional Transportation Associations, and State Department of Transportations. Extensive experience in both technical and construction related aspects of the traffic signal and streetlight maintenance industry. Experienced in scheduling, coordinating field work, support calls and intersection turn-ons.

Work Experience:

- SoCal Area Manager / Project Manager – St. Francis Electric, LLC – 2015 to Present
- Service Account Manager - Siemens Industry, Inc. - 2010 to 2015
- Project Manager – Republic ITS - 2001 to 2010

Shenoa Townsend is the Project Manager and has over 18 years of experience working with traffic signal and streetlight maintenance service and contract management. Her responsibilities include quality of service, communications with the City, and Proposal/Estimating. She is fully available to the City of Gardena for repairs, upgrades, extraordinary work, city project planning, assisting City with Fiscal budgeting and contract execution. She has provided service for many municipalities throughout Southern California, while building relationships with contractors, distributors, and manufacturers to ensure the best pricing available for her customers. During her time in the industry, she has managed and scheduled a field team of 8 employees, while managing contracts and repair estimates.

Work Experience:

- Project Manager – St. Francis Electric, LLC. – 2021 to Present
- Service Account Manager – Siemens Industry, Inc – 2015 to 2021
- Senior Service Coordinator – Siemens Industry, Inc - 2012 to 2015
- Jr Project Manager – Republic ITS – 2008 to 2012 (acquired by Siemens in 2010)
- Service Coordinator – Republic ITS – 2006 – 2008
- Administrative Assistant / Dispatcher – Republic ITS – 2005 – 2006

Andy Briones has over 16 years of experience and is responsible for assisting with proposal estimates, monthly billing tasks, assisting City with Fiscal accounting and contract administrative/coordination tasks.

Work Experience:

- Service Coordinator – St. Francis Electric, LLC. – 2015 to Present
- Service Coordinator – Siemens Industry, Inc – 2010 to 2015
- Service Coordinator – Republic ITS – 2007 to 2010

Scott Verplanck has over 28 years of experience in the Traffic Signal and Streetlighting Maintenance. He is familiar with street lighting, traffic signal systems, and expectations. Skilled in all aspects of traffic signal and streetlight maintenance, troubleshooting and construction. He has many years of experience in building intersections therefore troubleshooting field wiring issues is one of his skills. He has been a primary responder for many emergency calls such as traffic signal pole and cabinet knock downs and is very familiar in trouble-shooting controllers and ITS equipment. **IMS A Traffic Signal Field Technician Level II**

Work Experience:

- Traffic Signal Technician – St. Francis Electric, LLC. – 2019 to Present
- Traffic Signal Technician Construction, Utility Lead – Computer Service Company – 2017 to 2019
- Traffic Signal Technician / Journeyman Electrician – Crosstown – 2016 to 2017
- Construction & Utility - Schimick Construction – 2014 to 2016
- Construction & Utility – California Professional Engineering – 2013 to 2014
- Construction & Utility Lead - Siemens Industry, Inc. – 2010 to 2013
- Construction & Utility Lead – Republic ITS – 2003 to 2010
- Lead Utility - Econolite – 1998 to 2003

Emi Cervantes has over 18 years of experience in the Traffic Signal and Streetlighting Maintenance. Skilled in all aspects of traffic signal and streetlight maintenance and troubleshooting. Proficient with TS1, TS2, Type 170, ATC and NEMA Controllers. Video Detection installation and maintenance, specifically: Iteris & Autoscope. Also familiar with No Traffic detection systems. Experienced with installation and wiring of battery backup system and traffic signal controller cabinets. ATSI (Athens Technical Specialist, Inc.) CMU/MMU Testing Equipment Certified. Familiarity with Various different Solar and Hardwired Speed Feedback Systems for both installation and troubleshooting. Intersection inspection and Service Meter installation inspection turn-on support. **IMSA Traffic Signal Level III Senior Field Technician**

Work Experience:

- Traffic Signal Technician – St. Francis Electric, LLC. - 2022 to Present
- Traffic Signal Technician – Siemens Industry, Inc. and Yunex ITS – 2010 to 2022
- Traffic Signal Technician – Republic ITS – 2008 to 2010
- Traffic Signal Technician – Team Econolite – 2006 to 2008
- Apprentice – LA Signal – 2005 – 2006

Colin Landis will be the primary tech and has over 22 years of experience in the Traffic Signal and Streetlighting Maintenance. Skilled in all aspects of traffic signal and streetlight maintenance and troubleshooting. Proficient with TS1, TS2, Type 170, ATC and NEMA Controllers. Video Detection installation and maintenance, specifically: Iteris & Autoscope. Experienced with installation and wiring of battery backup system and traffic signal controller cabinets. Familiarity with Various different Solar and Hardwired Speed Feedback Systems, Flashing Beacon Systems, Crosswalk Systems for both installation and troubleshooting. Intersection inspection and Service Meter installation inspection turn-on support.

IMSA Traffic Signal Level III Senior Field Technician

Work Experience:

- Traffic Signal Technician – St. Francis Electric, LLC. - 2022 to Present
- Traffic Signal Technician – Siemens Industry, Inc. and Yunex ITS – 2010 to 2022
- Traffic Signal Technician – Republic ITS – 2004 to 2010
- Traffic Signal Technician – Signal Maintenance, Inc. – 2001 to 2004

Alex Lara has over 10 years of experience in traffic signal maintenance services. He has worked in Cities that are similar in Scope of Services and size as the City of Gardena. **IMSA Traffic Signal Level III Senior Field Technician and IMSA Traffic Signal Inspector**

Work Experience:

- Traffic Signal Technician – St. Francis Electric, LLC. – 2016 to Present
- Traffic Signal Technician – Computer Service Company – 2014 to 2016
- Construction Wireman – CSI – 2013 to 2014

Lance Alm has over 15 years of experience in the Traffic Signal and Streetlighting Maintenance. Skilled in all aspects of traffic signal and streetlight maintenance and troubleshooting. **IMSA Traffic Signal Level III Senior Field Technician**

Work Experience:

- Traffic Signal Technician – St. Francis Electric, LLC. - 2016 to Present
- Traffic Signal Technician – Siemens Industry, Inc. – 2010 to 2016
- Traffic Signal Technician – Republic ITS – 2008 to 2010

Cesar Gonzales has over 9 years of experience in the Traffic Signal and Streetlighting Maintenance. Skilled in all aspects of traffic signal and streetlight maintenance and troubleshooting. Proficient with TS1, TS2, Type 170, ATC and NEMA Controllers. Video Detection installation and maintenance, specifically: Iteris & Autoscope. Experienced with installation and wiring of battery backup system and traffic signal controller cabinets. Familiarity with Various Solar and Hardwired Speed Feedback Systems and Crosswalk Systems for both installation and troubleshooting. **IMSA Traffic Signal Level III Senior Field Technician**

Work Experience:

- Traffic Signal Technician – St. Francis Electric, LLC. - 2021 to Present
- Traffic Signal Technician – Siemens Industry, Inc. and Yunex ITS – 2014, 2016-2021

Chris Cruz has over 3 years of experience in the Traffic Signal and Streetlighting Maintenance. Skilled in all aspects of traffic signal and streetlight maintenance, troubleshooting and construction. **IMSA Traffic Signal Field Technician Level II**

Work Experience:

- Traffic Signal Technician / Electrician – St. Francis Electric, LLC. – 2020 to Present

Stephen Petrie has over 15 years of experience in the street lighting / traffic signal maintenance and on-call emergency response.

Work Experience:

- Traffic Signal/Street Lighting Technician – St. Francis Electric, LLC. – 2016 to Present
- Traffic Signal/Street Lighting Technician – Siemens Industry, Inc. – 2010 to 2016
- Traffic Signal/Street Lighting Technician – Republic ITS – 2008 to 2010

Guy Smith is responsible for the maintenance operations for all offices he also oversees all field and front office. Guy is available to the City of Gardena to ensure contract satisfaction. He has over 20 years of experience in the Traffic Signal and Street Light business in maintenance, repairs, and modification for public agencies from the Bay Area through Central Valley.

Work Experience:

- Chief Executive Officer, Vice President and Secretary of Company
- Authorized representative to sign agreements for SFE
- Supervisor responsible for managing 250+ employees
- Responsible for the management of all Maintenance and Construction projects and accounts.
- 10+ Years of multiple Video Detection installations, specifically: Iteris, Autoscope, Trafficon & Aldis
- Knowledgeable with CCTV installation, maintenance and troubleshooting;

List of Subcontractors

SFE will/may subcontract work within the City using the subcontractors listed below. If it is found that additional subcontractors are required, their information would be submitted to City at that time. Additionally, SFE will subcontract a local fiberoptic communications maintenance contractor as-needed and as approved by the City if awarded the contract.

Company	Address	Phone Number	License	DIR Registration	Responsibilities
Sierra Pacific Electrical, Inc.	2542 Avalon St Riverside, CA 92509	(951) 784-1410	264048 A, B, C-10	1000004626	Underground Construction, Foundations
Smithson Electric, Inc.	1938 E. Katella Ave Orange, CA 92867	(714) 997-9556	614518 C-10	1000001610	Detector Loops

SFE also understands that it is responsible for verifying the experience, qualifications, and validity for all licenses for any subcontractors SFE hires. Below are the current statuses of licenses and DIR registrations for the subcontractors listed above.

Business Information

SIERRA PACIFIC ELECTRICAL CONTRACTING
2542 AVALON STREET
JURUPA VALLEY, CA 92509
Business Phone Number:(951) 784-1410

Entity Corporation
Issue Date 07/02/1970
Expire Date 12/31/2023

License Status

This license is current and active.
All information below should be reviewed.

Classifications

- ▶ C10 - ELECTRICAL
- ▶ A - GENERAL ENGINEERING
- ▶ B - GENERAL BUILDING

Business Information

SMITHSON ELECTRIC INC
1938 E KATELLA AVE
ORANGE, CA 92867
Business Phone Number:(714) 997-9559

Entity Corporation
Issue Date 03/06/1991
Expire Date 03/31/2023

License Status

This license is current and active.
All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Contractor Information	Registration History	
Legal Entity Name SIERRA PACIFIC ELECTRICAL CONTRACTING INC	Effective Date	Expiration Date
Legal Entity Type Corporation	6/18/2018	6/30/2019
Status Active	6/14/2017	6/30/2018
Registration Number 1000004626	6/24/2016	6/30/2017
Registration effective date 7/1/2021	6/30/2015	6/30/2016
Registration expiration date 6/30/2022	1/5/2015	6/30/2015
Mailing Address 2542 AVALON STREET JURUPA VALLEY 92509 CA United States of America	7/1/2019	6/30/2020
Physical Address 2542 AVALON STREET JURUPA VALLEY 92509 CA United States of America	7/1/2020	6/30/2021
Trade Name/DBA License Number(s) CSLB:264548 CSLB:264548	7/1/2021	6/30/2022

Contractor Information	Registration History	
Legal Entity Name SMITHSON ELECTRIC INC	Effective Date	Expiration Date
Legal Entity Type Corporation	5/24/2018	6/30/2019
Status Active	5/23/2017	6/30/2018
Registration Number 1000001610	6/20/2016	6/30/2017
Registration effective date 7/1/2019	6/11/2015	6/30/2016
Registration expiration date 6/30/2022	10/1/2014	6/30/2015
Mailing Address 1938 E KATELLA AVE ORANGE 92867 CA United States of America	7/1/2019	6/30/2022
Physical Address 1938 E KATELLA AVE ORANGE 92867 CA United States of America		
Trade Name/DBA License Number(s) CSLB:614518		



5. Spare Equipment

The following is a *sample* of parts and equipment owned by SFE and does not represent our inventory and equipment as a whole. SFE maintains over \$300k (in stock) items at our Riverside Facility alone, which is available for use on the proposed work as required. In addition, SFE has spare controllers and cabinet components from various manufacturers including 170, 2070, ASC's, Cobalts, 332 and NEMA Cabinets to name a few.

Item	Name, Type & Capacity	Condition
1	Bucket Trucks	Running in Excellent Condition
2	Service Utility Truck	New
3	Crane	Running in Excellent Condition
4	Pickup Trucks	New
5	Traffic Signal Poles	New and Used
6	Streetlight Poles	New and Used
7	Arrow Boards	Excellent
8	Concrete Saw	Running Great
9	Vehicle and Pedestrian Signal Gear	New
10	Cabinet Components	New
11	CMU's and MMU's	New
12	332L Controller Cabinet	New
13	Conflict Monitor Tester (ATSI/PCMT 8000, CMU/MMU Tester)	Excellent Brand New
14	170/2070 Controller Tester	Excellent Brand New
15	NEMA TS 1 Controller Tester	Excellent Brand New
16	Cabinet Test Display	Excellent Brand New
17	2070N Controller Tester	Excellent Brand New
18	ATSI MMT-900 Conflict Monitor Tester	Excellent Brand New



6. Repair and Replacement

SFE's major business includes Transportation, Traffic Signals, Lighting, Underground Construction, 24/7 Emergency On-Call Maintenance as well as Specialty Projects. Below are some of the services that we currently offer:



Transportation, Traffic Signals, Lighting & Specialty Projects

Efficient, Reliable, and Exceptional Service sets us apart from other electrical contractors in our line of work. St Francis Electric specializes in transportation projects ranging from ports, airports, city streets and highways.



Underground Construction

As a key underground infrastructure player, St Francis Electric works collaboratively with industry leaders in both the public and private sectors to deliver results.



24/7 Emergency On-Call Maintenance

Anytime a problem may arise, St Francis Electric's maintenance department will respond immediately to ensure all counts of public safety.

Extraordinary Maintenance/Emergency Response/Extra Work

Repairing downed signal heads, poles, damaged controller and cabinet, damaged internally illuminated street name signs, and damaged inductive loops, sensing elements, pedestrian push buttons, pedestrian signal heads, wiring, audio devices, and other operational equipment related issues. Providing assistance to the City during special events and/or support during City construction projects as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

Traffic Signal and Pedestrian Signal Indications: Replace or repair standard traffic signals (red, yellow, and green) and pedestrian signal display units as they malfunction upon authorization from the City. All traffic signal and pedestrian indications will be ITE approved LED units only.

Emergency work includes, but is not limited to the following:

Respond within two (2) hours after City's notice of the following events:

1. Any signal controller malfunction.
2. Burned-out signal indications.
3. Other situations deemed potentially hazardous to public safety.

The replacement of burned-out lamps need not to be on an after-hours "emergency basis provided that there are two (2) such signal indications still operative for each direction of travel. Such replacements will be completed within twenty-four (24) hours.

SFE will notify the City within twenty-four (24) hours of any change in traffic signal operation caused by controller replacement, timing changes, and loss of master control or traffic collisions.

Emergency calls that require replacement of equipment will not require approval from City before such replacement occurs. Additional staffing will



be provided where the responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

SFE will provide a 24-hour service for knockdowns and emergencies. SFE maintains a single local telephone, **1-844-Light88**, where an on-call traffic signal technician can be reached 24 hours per day. This telephone number will be made available to all persons designated by the City.

Compensation for all Extraordinary work, Emergency work, and Extra work identified above will be paid at the hourly labor rates, vehicle and equipment rates, and material cost (plus markup) in accordance with the Fee Schedule.

SFE maintains a stock of common traffic signal replacement parts. The equipment includes, but it not limited to the following: traffic signal controllers, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load switches, detectors, Iteris Video processors, Iteris video/radar or video detection units, battery backup system units, batteries, LED red/yellow/green lamps, LED countdown and hand-walk pedestrian signals, accessible pedestrian signals, and pedestrian activation buttons.

Preventative Maintenance

SFE understands that the City may include routine preventative maintenance (Operation & Maintenance) services for the traffic signal equipment. SFE will furnish and use a preventative maintenance checklist form approved by the City for each intersection. SFE will provide an electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the maintenance checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at SFE's office of records.

SFE will follow a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program will include, but not be restricted to, the following: SFE understands the services to be performed by the firm, and requirements thereof, will consist of the following:

Routine Maintenance of Signalized Intersections (Performed as-needed)

- Preventative Maintenance (PM) Checklist Form: maintain a copy of the Preventative Maintenance Checklist Form will be completely filled out during each maintenance inspection and during any time repairs are made to the traffic signal controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).
- Intersection Records: Ensure that all intersection cabinet wiring diagrams are present and up to date.
- Verify timing charts to controllers. If they are not correct, contact City staff to verify differences.
- Controller Cabinet Mounting: Check the snugness of the nuts on the traffic signal cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet door opening by over tightening.
- Controller Cabinet Foundation Seal: If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation for deterioration, and to report the need to reseal the cabinet foundation as necessary.
- Door Gaskets: Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.
- Cabinet Vents: Check the vents in both the cabinet door and above the door, or at the top of the

cabinet to ensure that they are free of any foreign material.

- Air Filter: Vacuum, wash, replace or knock out any dust accumulated in air filters. Take appropriate action based on the condition of the filter.
- Cabinet Fan: Verify that cabinet fan(s) operate properly with a minimum of noise.
- Thermostat: Verify that the cabinet fan thermostat is set at 96 degrees.
- Interior Light: Verify the proper operation of the cabinet's interior light.
- Door Panel Harnesses: Check the harnesses leading from the main panel and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.
- Hinges and Locks: Check for free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.
- Vacuum Cabinet: Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet.
- Insect or Rodent Infestation: Check for signs of ants, wasps or other insects or rodents within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems will be reports to the City.
- Cabinet Grounding: Using appropriate equipment, check annually the resistance between AC and ground.
- Service Connections: Verify the neutral, ground and power connections are secure in the controller and service cabinets.
- Plug-In Components: Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely.
- Ground Fault Receptacle: Verify the proper operation of "Test" and "Reset" buttons on GFCI type outlets.
- Controller Operation: Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and make note for the file. Verify signal timing is current with the timing sheet in cabinet. Confirm controller time and dates are correct. (Especially after day light savings time change).
- Conflict Monitor/Malfunction Management Unit: Verify time and dates are correct in any CMU/MMU with an internal clock.
- Detector Operation (inductive loops): Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase.
- Detector Operation (video detection): Verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify calls going to the detector call page in the controller.
- Equipment Displays and Indicators: Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.
- System Telemetry: Check the operation of telemetry on controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
- Battery Backup System: Check battery backup display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections. Check all battery connections to ensure they are clean and secure.

Intersection Walk-Around (Included as a part of Routine Maintenance):

- General: Remove any easily removable, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify City of any graffiti observed on traffic signal equipment.
- Signal Heads: Verify that all vehicle and pedestrian heads properly display all indications, and the signals are not damaged. Verify the alignment of all heads to the intended direction. Verify that all back plates, visors, and doors are visibly secure. Report any landscaping that restricts the view of signal heads to the City (Signal heads should be visible from 250 feet). Labor and materials costs to replace malfunctioning displays with ITE approved LED units will be paid in addition to the established flat rate fee per intersection.
- Pedestrian Equipment: Check all pedestrian push buttons (and bicycle / equestrian push buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons, as necessary. Labor and material costs to replace malfunctioning buttons will be paid in addition to the established flat rate fee per intersection.
- Internally Illuminated Street Names Signs (IISNS): Verify that the IISNS is adequately connected to frame, clamp and brackets, and no panel is broken or missing. Labor and materials costs to replace damaged parts will be paid in addition to the established flat rate fee per intersection.
- Miscellaneous: Check all detector loops for sealant deterioration, exposed wire, etc. Labor and material costs to reseal or replace loops will be paid in addition to the established flat rate fee per intersection.

7. Exceptions to City Requirements

St. Francis Electric has no exceptions, difficulties or concerns on the requirements of the signal maintenance services contract in Attachment B.

8. Negative History

St. Francis Electric has no negative history to disclose of any alleged significant prior or on-going contract failures and any civil or criminal litigation or investigation pending which involve SFE or in which SFE has been judged guilty or liable within the last five (5) years.

9. Underground Service Alert (USA)

St. Francis Electric will adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment as well as streetlights on behalf of the City in accordance with the California Government Code Section 4216 et seq. SFE will establish a process for monitoring and tracking the marking of any affected intersections, an Intersection Record Log will be created with the USA notification/request by the City and corresponding action noted in the controller with a copy provided to the City. SFE will assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.

SFE agrees compensation for providing USA – Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with the Cost Statement/Fee Schedule below.

10. Fee Schedule



All rates include all compensation for wages, profit, overhead, any fringe benefits such as employer payment to, or on behalf of, workmen for health and welfare, insurance, workman's compensation, pension, vacation, sick leave or any local, State, Federal or union tax or assessment. In addition, Regular, Overtime and Double Time / Holiday rates will be billed and applied per the DIR Requirements.

A. Routine Preventative Maintenance Items

Item Description	Unit	Qty	Unit Price	Total
Signalized Intersections	EA	1	\$85.00	\$85.00

B. USA – Flat Rate Fee

Item Description	Unit	Qty	Unit Price	Total
USA Dig Alert	EA	1	\$299.00	\$299.00

C. Labor Rates

Item Description	Unit	Regular	Overtime	Double Time / Holiday
Superintendent / Foreman	HR	\$130.00	\$178.00	\$225.00
Maintenance Electrician	HR	\$120.00	\$163.00	\$205.00
Maintenance Technician	HR	\$99.00	\$130.00	\$163.00
Traffic Signal Laborer	HR	\$99.00	\$130.00	\$163.00
Safety Light Technician	HR	\$120.00	\$163.00	\$205.00

D. Equipment Rates

Item Description	Unit	Cost
Pickup Truck	HR	\$25.00
Service Utility Truck	HR	\$30.00
Bucket Truck	HR	\$38.00
Crane Truck	HR	\$199.00
Arrow Board	HR	\$15.00

E. Extras

Item Description	Rate
Subcontractors	Cost + 15%
Materials	Cost + 15%

Rates are hourly Port-to-Port for Labor and Equipment

11. DIR Requirement

SFE is registered with the DIR and complies with the California Labor Code which requires payment of prevailing wages determined by the Director of the Department of Industrial Relations and otherwise comply with the provisions of Section 1770 et seq., of the California Labor Code, California Code of Regulations, Title 8, Section 1600 et seq., and any other applicable laws, rules and regulations adopted with respect thereto (“California Prevailing Wage Laws”).

Contractor Information	Registration History	
Legal Entity Name ST FRANCIS ELECTRIC LLC	Effective Date	Expiration Date
Legal Entity Type LLC	6/20/2018	6/30/2019
Status Active	5/12/2017	6/30/2018
Registration Number 1000022208	6/13/2016	6/30/2017
Registration effective date 7/1/2021	7/1/2015	6/30/2016
Registration expiration date 6/30/2023	5/20/2015	6/30/2015
Mailing Address PO BOX 2057 SAN LEANDRO 94577 CA United States of America	7/1/2019	6/30/2020
Physical Address 975 CARDEN ST SAN LEANDRO 94577 CA United States of America	7/1/2020	6/30/2021
Email Address Trade Name/DBA License Number(s) CSLB:1003811 CSLB:1003811	7/1/2021	6/30/2023



12. Statement Accepting the Terms of Agreement

St. Francis Electric acknowledges and willingly accepts the terms of the agreement of the Contract Documents for Traffic Signal Emergency On-Call Services in Attachment B of this Request for Qualifications.



City's Standard Insurance Requirements

SFE carries General Liability and Automotive Liability insurance that meets or exceeds the minimum requirements of this RFQ. SFE carries Worker's Compensation Insurance per State Law. SFE will meet all additional required Insurance provision said in this RFQ. Feel free to contact our insurance broker, Laura Berry, at (415) 992-3165 for any questions regarding our insurance.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/30/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER CA LIC 0B29370 Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469] P.O. Box 5668 Concord, CA 94524 INSURED St. Francis Electric, LLC PO Box 2057 San Leandro, CA 94577		1-925-798-3334 CONTACT NAME: Sara Dorrisey PHONE (A/C, No, Ext): 925-822-9009 FAX (A/C, No): 925-887-6815 E-MAIL ADDRESS: sara.dorrisey@epicbrokers.com		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS 19445 INSURER B: ALLIED WORLD NATL ASSUR CO 10690 INSURER C: NEW HAMPSHIRE INS CO 23841 INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 64983554		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:		GI5342018	04/01/22	04/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA4773676	04/01/22	04/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF. RETENTIONS		03102673	04/01/22	04/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	WC022298334	04/01/22	04/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Evidence of Coverage.						
CERTIFICATE HOLDER Evidence of Coverage ***** ***** , CA ***** USA			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)
 DorriseyS
 64983554

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In Closing

SFE would like to thank the City of Gardena for giving us this opportunity to submit this RFQ and for their consideration to use our local Staff as part of a crew that represents its City. If chosen our staff will make every effort to insure your City is our next best reference on future RFQ's to other cities'. We don't strive to be the biggest but we do strive to be the BEST!

Contractor A and C10 Licenses



DIR Registration Number

Contractor Information	Registration History	
Legal Entity Name ST FRANCIS ELECTRIC LLC	Effective Date	Expiration Date
Legal Entity Type LLC	6/20/2018	6/30/2019
Status Active	5/12/2017	6/30/2018
Registration Number 1000022208	6/13/2016	6/30/2017
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Physical Address 975 CARDEN ST SAN LEANDRO 94577 CA United States of America	7/1/2020	6/30/2021
Email Address	7/1/2021	6/30/2023
Trade Name/DBA		
License Number(s) CSLB:1003811 CSLB:1003811		





YUNEX
TRAFFIC

Statement of Qualification

Traffic Signal Emergency On-Call Services for the City of Gardena

March 23, 2023

Yunex Traffic
1026 E. Lacy Avenue
Anaheim, CA 92805
www.yunextraffic.com

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March 23rd, 2023



Mr. Kevin Kwak
Assistant Director of Public Works
City of Gardena
1717 W. 162nd Street
Gardena, CA 90247-3778

RE: RFQ for: Traffic Signal Emergency On-Call Services

Mr. Kwak,

Yunex LLC would like to express our sincere appreciation for the opportunity to participate in the Request for Qualifications (RFQ) process for providing Traffic Signal Emergency On-Call Services for the City's traffic signal system. The prices and terms stated in our proposal package will remain in effect for 90-days from the date of submission, March 23rd, 2023.

Yunex LLC is a corporation, incorporated in the State of Delaware on February 17th, 2021. Our federal tax employer I.D. number is 86-2136678 and our corporate address is 9225 Bee Cave Road, Building B, Austin, TX 78733.

Yunex LLC is an electrical contracting firm who is a California licensed A & C-10 contractor (CA License #1080007) and is also a registered Public Works Contractor (DIR No. 1000815000), who provides leading edge traffic technology for the fast-paced Intelligent Transportation Systems world. Whether providing maintenance services, local controllers, controller firmware, central systems, system analysis, design, or integration, Yunex LLC brings innovative and reliable solutions to customers.

During the evaluation, if there are any questions regarding this proposal, please feel free to contact either of us using the contact information listed below. We look forward to **continuing to serve** the needs of the City of Gardena and would like to thank you in advance for your consideration.

Respectfully,

Yunex LLC

A large, stylized handwritten signature in blue ink, enclosed in a blue oval.

Michael J. Hutchens
Operations Manager
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
michael.hutchens@yunextraffic.com

Yunex LLC

A handwritten signature in blue ink.

Robert Paquette
Sales Manager
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
robert.paquette@yunextraffic.com

2. Experience

Yunex Traffic has over 40 years of experience in traffic management solutions and services. From there, we have taken the comprehensive expertise in the field of intelligent traffic solutions with us in our way into the future. We enjoy an outstanding reputation as a global solution partner for future proof mobility concepts. In doing so, we combine in-depth industry experience and market leadership with the agility of a startup. Yunex Traffic has had a long and storied history in traffic signals, streetlights, and customer service.

Years in Business

Yunex currently maintains streetlights, traffic signals, and other related equipment for over 138 agencies encompassing over 4,000 signalized locations of various sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons. We are dedicated to meeting and exceeding the challenging public safety requirements associated with our industry. We have been in the traffic signal maintenance industry worldwide for over 50 years. In the United States, we have been in business for over 40 years servicing numerous contracts throughout the country.

Company Profile

The Yunex Traffic Customer Service Division is a licensed A & C-10 electrical contracting and transportation engineering firm specializing in the maintenance, testing, repair, upgrading and replacement of traffic signals, streetlights, fiber optic, and exterior commercial lighting. We have a broad range of expertise and experienced personnel including registered professional transportation engineers, International Brotherhood Electrical Workers (IBEW), Journeymen Electricians / Technicians and International Municipal Signal Association (IMSA) Certified Technicians. Our listed field technicians are certified as "Qualified Electrical Workers".



We are proud to say that we are one of the most successful traffic signal and streetlight maintenance/construction contractors in the United States. Our employees and equipment are dedicated for traffic signal maintenance and streetlight projects. We issue insulated bucket trucks to all our linemen and electricians. Each truck is equipped with all the necessary tools, equipment, and inventory to perform 100% of project specifications, including all maintenance and repairs for traffic signals. All vehicles are appropriately marked with the company logo, Department of Transportation (D.O.T.) markings, and each employee is issued a company phone and a laptop, or tablet computer.

As the leader in the private traffic signal and streetlight maintenance industry in the United States, Yunex Traffic can provide unparalleled expertise and outstanding value in traffic signal and street lighting related services. Among the most beneficial:

- Yunex Traffic has the largest workforce of IMSA Level III Certified Technicians, NEC Certified Electricians, and construction personnel in the industry.
- Yunex Traffic has strategically positioned field offices with an abundance of inventory and technical resources, should the need arise.

Yunex Traffic has the largest workforce of IMSA Level III Certified Traffic Signal Technicians and NEC Certified Electricians in the industry.

- All technicians are assigned vehicles which are taken home daily to ensure rapid response in case of emergency.
- Yunex Traffic employees live in geographical areas, which allow them to respond quicker than our competition. This provides our customers with the most efficient response times in the industry.
- Yunex Traffic owns and operates approximately 100 service vehicles (**including three cranes**) of various types and sizes in the State of California, the bulk of which are in Southern California.
- Yunex Traffic will provide and maintain emergency service response on a three hundred and sixty-five (365) day basis, including all holidays.



Yunex Traffic is focused on delivering what your city needs the most today; safe, reliable infrastructure solutions that help decrease costs, increase revenue, and have a positive environmental impact for the City of Gardena and its residents.

Firm Ownership

Firm Name: Yunex LLC, DBA, Yunex Traffic

Address: 9225 Bee Cave Rd, Bldg. B, Ste 201 Austin, Texas 78733

Phone: 512-837-8300 **Fax:** 512-421-6617

Form of Ownership: LLC

State of Incorporation: Incorporated in the State of Delaware in February 2021

Number of employees locally and nationally

Our Yunex Traffic US headquarters is in Austin, TX and employs more than 200 people - engineers, developers, integrators, and support staff - all driving our traffic systems business. An additional 100+ technical staff are in multiple field offices across the country to complete local projects and provide customer support. Our robust portfolio of products and experience will help drive your project's success.

Location of Company Offices

Yunex Traffic US Headquarters

9225 Bee Cave Rd, Bldg. B, Ste 201

Austin, Texas 78733

512-837-8300

<https://www.yunextraffic.com/global/en/>

Project Office

Yunex Traffic - **Orange / Los Angeles Counties**

Office, Warehouse, & Invoicing

1026 E. Lacy Ave.

Anaheim, CA 92805

Other California Offices

Yunex Traffic – Riverside / San Bernadino
Office, Warehouse, and Testing Facility
2250 Business Way
Riverside, California 92501

Yunex Traffic - San Diego County
Office & Warehouse
1820 John Towers Ave., Suite A
El Cajon, CA 92020

Yunex Traffic – Alameda / Contra Costa / Marin / Napa / San Francisco Counties
Office, Warehouse, & Invoicing



Principal Contact Person Regarding RFQ:

Robert Paquette
2250 Business Way
Riverside, California 92501
Office: 951-784-6600
robert.paquette@yunextraffic.com

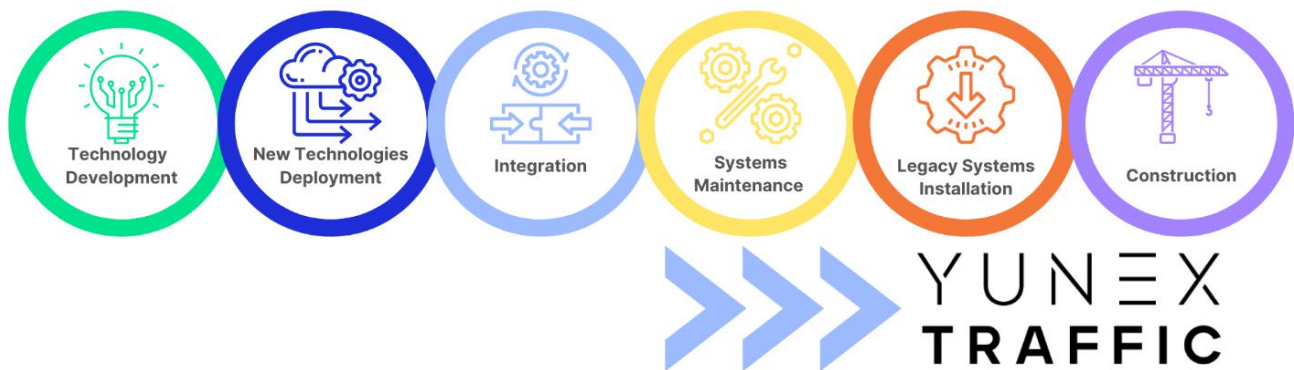
Qualifications

Yunex Traffic stands uniquely positioned to partner with the City of Gardena for Traffic Signal Emergency On-Call Services. In fact, we believe that our value proposition, a unique mix of corporate characteristics, industry focus, and experiences, is unmatched in the current market. Specifically, we at Yunex Traffic believe that we are the best fit for this contract, based on 5 key attributes:

1. Corporate/Divisional Competency
2. Experience
3. Locality
4. Scalability
5. Updated Project Management

Our Corporate/Divisional Focus and Competency

Yunex Traffic is a major global player in the industry, driving innovation in technology and physical products that are used by partners, both public and private, throughout the world. The Field Services Division at Yunex Traffic is focused on the installation, integration, and maintenance of all systems, from legacy technology to the newest and most advanced traffic management devices on the market. While this ability to work with all systems is a requisite competency for any maintainer, Yunex Traffic is unique in its occupation of a space that straddles innovation and deployment in a field environment.



Our competitors typically focus on narrower aspects of the Traffic market: Heavy Construction, Traditional Maintenance, or Technological Innovation. By Comparison, Yunex Traffic and our Field Services Division provides customers with a wide base of expertise across the spectrum of innovation, deployment, integration, and maintenance of systems and devices.

Our Experience

Yunex Traffic has been extremely successful in retaining traffic signal, streetlight, and engineering customers due to our desire to offer the best possible customer service. We have an exemplary customer service track-record highlighted by our well-qualified field personnel, knowledgeable customer service representatives, and proprietary detailed monthly reports. We understand what is required to maintain a community's infrastructure and strive to exceed our customer's expectations.

Our Locality

Our project office, in nearby Anaheim, is approximately 26 miles from Gardena. We are poised to react quickly with additional or specialty equipment, supplementary personnel when required, and with materials that the city requires. This location is not a temporary office specific to this project; we have been firmly planted for 40 years in the area with multiple certified technicians within minutes of your city.

Our Scalability

Yunex Traffic Field Services operates maintenance and project contracts across the United States, serving more than 300 public customers. Unlike a regional player, the distributed Yunex footprint allows us to respond to emerging requirements by shifting resources to where they are needed most. We are the company you are looking for - both local and global. Since we operate in multiple markets, our personnel and equipment are not affected by the same circumstances.

Our Project Management

To provide efficient and effective project management, project progress is tracked in real time using digital tools such as Power BI, Map box, ArcGIS, and Tableau, which enable transparency between Yunex Traffic and its client, while reducing risks of delays.

Contractor's License / DIR Registration



<https://www.cslb.ca.gov/OnlineServices/CheckLicense/LicenseDetail.aspx?LicNum=1080007>

Contractor's License Detail for License # 1080007

Business Information

YUNEX LLC
2250 BUSINESS WAY
RIVERSIDE, CA 92501
Business Phone Number:(951) 784-6600

Entity Ltd Liability
Issue Date 08/19/2021
Expire Date 08/31/2023

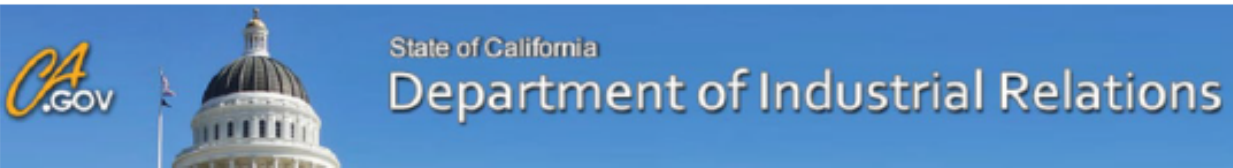
License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [C10 - ELECTRICAL](#)
- ▶ [A - GENERAL ENGINEERING](#)



Yunex LLC

Detail:

Registration Number:	PW-LR-1000815000
Status:	Active
CSLB Number:	1080007
Legal Entity Type:	LLC
Mailing Address:	2250 Business Way Riverside CA 92501 Riverside
County:	Riverside
Craft:	Electrical Utility:Electrician General Engineering Parking /Highway/ Improvement
Email:	steven.teal@siemens.com

Registration History

Effective Date	Expiration Date
8/23/2021	8/30/2023

DBA

Name

Insurance

Yunex LLC is **currently servicing** this contract for the City of Gardena, therefore we already have the required insurance certificates in place to meet the requirements provided in the RFQ.

Please see our current insurance certificate below:

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/11/2022																					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																									
PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230 CN467144012-Std-GAWUP-22-23 GAW	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : HDI Global Insurance Company</td> <td></td> <td style="text-align: center;">41343</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td></td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C : N/A</td> <td></td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>				INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : HDI Global Insurance Company		41343	INSURER B : Federal Insurance Company		20281	INSURER C : N/A		N/A	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																									
INSURER E :																									
INSURER F :																									
INSURED Yunex LLC 9225 Bee Cave Road Building B, Suite 201 Austin, TX 78733																									
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:																					
		HOU-003940665-04		0																					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																									
INSR LTR	TYPE OF INSURANCE	ADDL INRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLD5853500	06/30/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$																		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			73628813	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$																		
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	70441231	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000																		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: ON-CALL SERVICES CITY OF GARDENA ITS ELECTED & APPOINTED OFFICIALS, EMPLOYEES, REPRESENTATIVES, & VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTO LIABILITY. COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.																									
CERTIFICATE HOLDER				CANCELLATION																					
CITY OF GARDENA 1700 WEST 162ND STREET GARDENA, CA 90247				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Marsh USA Inc.</i></div>																					
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3. References

Client / Term	Description / Revenue	City Contact	Contact information
City of Rancho Cucamonga (10/2004 – Current)	Traffic Signal Maintenance \$828,050 annually	Timothy Baltazar	10500 Civic Center Dr. Rancho Cucamonga, CA 91730 909-774-4136 tim.baltazar@cityofrc.us
City of Chino (07/2012 – Current)	Traffic Signal Maintenance \$918,374 annually	Mario Flores	13220 Central Ave Chino, CA 91710 909-591-9828 mflores@cityofchino.org
City of Ontario (07/2006 – Current)	Traffic Signal Maintenance \$497,125 annually	Johnson Hua	303 East B St. Ontario, California 91764 909-395-2131 jhua@ci.ontario.ca.gov
City of Anaheim (10/2004 – Current)	On Call Traffic Signal Maintenance \$1,080,000 annually	John Thai	201 S. Anaheim Blvd. Anaheim, CA 92805 714-765-5202 jthai@anaheim.net
City of Fullerton (04/2018 – Current)	Traffic Signal Maintenance \$125,000 annually	Dave Langstaff	303 W. Commonwealth Fullerton, CA 92832 714-738-6858 davel@ci.fullerton.ca.us

Yunex has **over 70 additional** references that can/will be provided upon request.

Recently Awarded Public Sector Contracts:

1. City of Irvine – Traffic Signal Maintenance and Emergency On-Call Services – 03/2023
2. City of San Bernardino – Street Light Pole Replacement Services – 12/2022
3. City of Rancho Santa Margarita – City-Wide Traffic Signal and Safety Lighting Maintenance Services – 07/2022
4. City of Cathedral City – Traffic Signal Maintenance and Emergency On-Call Services – 06/2022
5. City of Redondo Beach – Traffic Signal Maintenance Services – 06/2022
6. City of Rialto – Streetlight Maintenance and Repair Services – 06/2022
7. City of Norco – Annual Traffic Signal and Street Light Maintenance Services – 06/2022
8. City of Diamond Bar – Traffic Signal Maintenance Services – 06/2022
9. City of Chino – Citywide Traffic Signal Maintenance Services – 06/2022
10. City of Murrieta – Traffic Signal Maintenance Services – 05/2022
11. City of Redlands – Traffic Signal Systems Maintenance – 05/2022
12. City of Costa Mesa – Traffic Signal Maintenance Services – 05/2022
13. City of Ontario – Streetlight Maintenance Services – 04/2022
14. City of Huntington Beach – Streetlight Maintenance – 03/2022
15. City of Fountain Valley – Traffic Signal Maintenance Services – 03/2022

4. Personnel

Project Manager:

If re-selected, Joshua Ferras **would continue** to be the Project Manager servicing the City of Gardena. Joshua, his Project Coordinator, Jennifer Hall, and the Maintenance Field Supervisor, Fred Molina will be responsible for maintaining communication with the city regarding daily maintenance of all traffic signal equipment. Our account management team and field staff will work closely with you/your team to ensure that all your requests are being effectively addressed.

Joshua Ferras



Project Manager



joshua.ferras@yunextraffic.com

EXPERTISE

- Project Management
- ITS Maintenance and Repair
- Traffic Signal / Streetlighting Maintenance, Repair, and Construction

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, Certified Traffic Signal Technician
- NEC Certified (Cert. No. 155125, exp. 08/03/2024)
- Corning "Certified Fiber Installer"
- Trench & Excavation Safety
- OSHA 10 & 30
- Lead & Asbestos Safety

EXPERIENCE

- Siemens/Yunex Traffic: 3 years
- Industry: 15 years

PROFILE

Josh has over 15 years of experience in the Intelligent Transportation Systems Industry related to the installation of traffic signals, streetlights, and fiber optic communication in both new construction applications and existing modifications. He has served as a Transportation Systems Journeyman Electrician, Foreman, General Foreman, and Superintendent. Josh is well versed in managing construction projects from simple traffic signal modifications to more complex design build or value engineering applications

RELEVANT EXPERIENCE

Responsible for Management for various types of ITS projects, Traffic Signal / Streetlighting Maintenance contracts in Southern California.

Project Manager – 2021 to Present
Yunex Traffic

Project Manager – 2020 to 2021
Siemens

Superintendent – 2018 to 2019
Crosstown Electrical & Data, Inc.

General Foreman / Field Foreman – 2014 to 2018
Crosstown Electrical & Data, Inc

ITS Electrician / Apprentice – 2008 to 2014
Crosstown Electrical & Data, Inc

Certifications

Full size certifications can/will be provided upon request



Adrienne Carucci

Project Coordinator



 adrienne.carucci@yunextraffic.com

EXPERTISE

- Traffic Signal Maintenance and Repair
- ITS Maintenance and Repair

CERTIFICATIONS

- NEMA Contoller Certification

EXPERIENCE

- Siemens/Yunex Traffic: 1 year
- Industry: 8 years

PROFILE

Adrienne has over 7 years of experience in the traffic signal industry in relation to the maintenance of traffic signals and streetlights. She has served as a traffic signal Journeyman Electrician for numerous cities in Los Angeles County. Adrienne is well versed in the operations and components of traffic signals equipment.

RELEVANT EXPERIENCE

Responsible for day-to-day coordination, dispatching, customer billing, and support for the Project Manager and the Field Technicians with all other topics.

Project Coordinator – 2022 to Present
Yunex Traffic

Traffic Signal Electrician – 2001 to 2008
Peek / Signal Maintenance Inc. / Republic Electric

Certifications

Full size certifications can/will be provided upon request.

Fred Molina

Maintenance Field Supervisor



fred.molina@yunextraffic.com

EXPERTISE

- Traffic Signal and Streetlight Maintenance and Repair
- ITS Maintenance and Repair

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician

EXPERIENCE

- Siemens/Yunex Traffic: 4 years
- Industry: 29 years

PROFILE

Fred has 33 years of experience in traffic signal and street lighting maintenance, with extensive experience on all types of systems. He is extremely knowledgeable with all field elements including, but not limited to construction, modifications, installations, maintenance, troubleshooting, and repairs to both traffic signal and street lighting systems. Fred will be responsible for supporting the Project Management Team with monitoring maintenance field activities, site inspections, and scheduling/supervision of maintenance technicians.

RELEVANT EXPERIENCE

Responsible for managing traffic signal, streetlight, and ITS maintenance projects and personnel in Southern California.

Maintenance Field Supervisor – 2021 to Present

Yunex Traffic

Maintenance Field Supervisor – 2019 to 2021

Siemens

Traffic Signal and Street Lighting Technician / Inspector – 2026 to 2019

City of Corona

Technician / Construction Foreman / Area Supervisor – 2001 to 2006

Republic Electric

Construction Foreman – 1990 to 2001

Computer Service Company

Certifications

Full size certifications can/will be provided upon request



Traffic Signal Technicians:

Michael Ortega

Traffic Signal Technician



michael.ortega@yunextraffic.com

EXPERTISE

- Traffic Signal Maintenance and Repair
- ITS Maintenance and Repair

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Senior Field Technician
- ATSI CMU/MMU Test Equipment Certified
- Bucket Truck Certified

EXPERIENCE

- Siemens/Yunex Traffic: 22 years
- Industry: 22 years

PROFILE

Mike has over 22 years of experience with all facets of traffic signal maintenance and repair. He is extremely knowledgeable with all traffic signal control equipment, specifically 170/2070 controllers and BiTrans /LACO software systems. Mike also has a vast understanding of the field elements such as traffic signal wiring, loop detection, video detection, emergency vehicle and railroad preemption, etc.

RELEVANT EXPERIENCE

Responsible for ongoing daily ITS, traffic signal and streetlight maintenance, repair, and installation in Southern California.

Traffic Signal Technician – 2021 to Present
Yunex Traffic

Traffic Signal Technician – 2010 to 2021
Siemens

Traffic Signal Specialist – 2004 to 2010
Republic ITS (acquired by Siemens in 2010)

Traffic Signal Technician – 2001 to 2004
Signal Maintenance, Inc. (acquired by Republic ITS in 2004)

Certifications

Full size certifications can/will be provided upon request



Gerardo Anguiano

Traffic Signal Technician

naim.yanie@yunextraffic.com

EXPERTISE

- Traffic Signal Maintenance and Repair
- ITS Maintenance and Repair

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Senior Field Technician
- IMSA Traffic Signal Inspector
- NEC Certified (Cert. No. 114965, exp. 05/25/2024)
- Econolite ASC3 Controllor Certified
- Econolite Autoscope Certified
- ATSI CMU/MMU Test Equipment Certified
- Bucket Truck Certified

EXPERIENCE

- Siemens/Yunex Traffic: 22 years
- Industry: 22 years

PROFILE

Gerardo has 22 years of experience in traffic signal maintenance, with extensive experience on all types of systems. He is extremely knowledgeable with video detection, telemetry, communications and all other aspects of traffic signal and streetlight maintenance as well as troubleshooting.

RELEVANT EXPERIENCE

Responsible for ongoing daily ITS, traffic signal and streetlight maintenance, repair, and installation in Southern California.

Traffic Signal Technician – 2021 to Present
Yunex Traffic

Traffic Signal Technician – 2010 to 2021
Siemens

Traffic Signal Technician – 2004 to 2010
Republic ITS (acquired by Siemens in 2010)

Traffic Signal Technician – 2001 to 2004
Signal Maintenance, Inc. (acquired by Republic in 2004)

Certifications

Full size certifications can/will be provided upon request

Both technicians have experience with 170E and 2070 ATC controller, Traffic Management Software such as QuickNet/McCain Transparency ATM, and have worked in the City of Gardena.

Yunex Traffic has over 20 additional technicians (mostly IMSA Level III Certified) located in Los Angeles, Ventura, Orange, Riverside, San Bernardino, and San Diego County areas. We also employ over 20 key construction personnel for major repairs. These include certified crane operators, dedicated utility locators for (USA) Dig Alert Service, Corning certified fiber optic technicians, and our own in-house loop crew.

5. Spare Equipment

Yunex Traffic technicians will be equipped with various types of industry equipment including controllers from different manufactures. We fully stock our bucket trucks with signal controllers, power supply's, conflict monitors/malfunction monitors, relays, load switches, detectors (rack and shelf mount), BIU's, various video detection system cameras and processors, signal heads, pedestrian heads, signal framework, LED's, luminaries, and many more required parts.

Yunex Traffic maintains an extensive inventory (over \$1,500,000 locally) of traffic signal and streetlight equipment including controllers, cabinets, load switches, signal heads, poles, LED indications, luminaries (HPS, MH, MV LPS and LED), service enclosures, controller cabinets and other miscellaneous parts. This extensive inventory combined with our vast experience and testing facilities enables our team to repair or replace damaged equipment expeditiously and professionally.



At Yunex Traffic, we have provided the type of equipment, components, material, and services as outlined, continuously for over 40 years. We have a tremendous reputation throughout Southern California for meeting response times and exceeding expectations.

Spare Equipment currently on hand and available for the City of Gardena

- 15 – 170E controllers
- 10 – 2070 controllers
- 25 – NEMA controllers (such as Econolite ASC/2S-2100, ASC/3-2100, Cobalt, McCain ATC Flex, Siemens M50, M60, and Traconec 390CJ)
- 25 – 24VDC Power Supply
- 25+ – Malfunction Management Units (MMU)
- 20 – Conflict Monitors (CMU) from various manufacturers
- 20 – Bus Interface Units (BIU)
- 30 – Flash Transfer Relays
- 150 – Load Switches
- 60 – Detectors
- 6 – Type P controller cabinets
- 3 – 332 controller cabinets
- 250+ of each type – Replacement LED lamps (Red/Yellow/Green)
- 250+ – LED pedestrian signals
- 50 – ADA compliant pedestrian activation buttons
- 20+ – Streetlight luminaires of various manufactures and wattages
- 25+ – Various types/sizes of Marbelite concrete streetlight poles
- 25+ – Battery Backup Batteries (sizes/manufacturers vary)

6. Repair and Replacement

Intent and Understanding of the Project

It is our understanding that the City of Gardena is seeking a qualified traffic signal maintenance firm to provide Traffic Signal Emergency On-Call Services. The selected service company will be responsible for providing extraordinary maintenance services at the City's signalized intersections. The City's expectation is that the traffic signal maintenance firm will reduce the incidence of malfunctions, reduce complaints, promote safety, and proactively extend the longevity of the traffic control equipment, thus reducing the overall operating cost for the City's traffic signal system.



Our goal is always to exceed our customer's expectations. We have a broad range of experienced personnel including IMSA Level II and III Traffic Signal Maintenance personnel. The individuals assigned to this contract have over 44 years of experience managing and maintaining traffic signal systems, fiber networks, and central systems.

Our traffic signal laboratories (located in Riverside, CA) provide a full range of technical services including complete controller/cabinet testing/repair, and conflict monitor/CMU testing and certification. Services for this contract include the provision of appropriately trained personnel and equipment necessary to perform all activities as outlined in your RFQ.

We understand that the general Scope of Work to be done consists of extraordinary maintenance and repairs of your traffic control systems as well as general and emergency repairs of the same. These services will provide your city with safe and efficient operations. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of the City's traffic signal systems, as outlined in the RFQ and in compliance with current City and State standards.

Our Approach / Response Times

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090**. A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within one (1) hour** to assess and correct the reported problem. Once the problem is corrected, the technician will inform the city of the repair actions.

Scope of Work

It is always the goal of Yunex Traffic to tailor our service around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing common goals. This methodology and a commitment to service **will continue to** be applied to every aspect of our services for the City of Gardena.

Extraordinary Services

Yunex Traffic will provide extraordinary services such as scheduled repairs, emergency response and technical support services to the city's traffic signal systems in accordance with city requirements and as listed below. Our extraordinary and emergency response services include, but not limited to, the following services:

- Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controllers and cabinets, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- Assisting the city for special events or for city construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions. If requested, prepare punch list items, and follow through with city representative to ensure a successful completion.
- Perform overhead maintenance on traffic signals, safety lighting, street name and regulatory signs, video detection cameras and Opticom systems.
- Provide support for underground maintenance including conduit repair or replacement, wire inspection and installation, and interconnect installation.
- **Signal Loop Replacement.** Yunex Traffic is the only maintenance provider who performs Loop replacements in-house.
- USA Dig Alert – Locating services using **in-house locators**.
- Repair, replace or otherwise render in good working order all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the city representative will be notified within twenty-four (24) hours.

Yunex Traffic will notify the City prior to any traffic signal deactivations that may be necessary to provide the required services. Traffic signal shutdowns will not be scheduled without the approval of an authorized representative of the City. Also, Yunex Traffic will not proceed with any extraordinary repairs without authorization from the city, unless it is a matter of public safety.



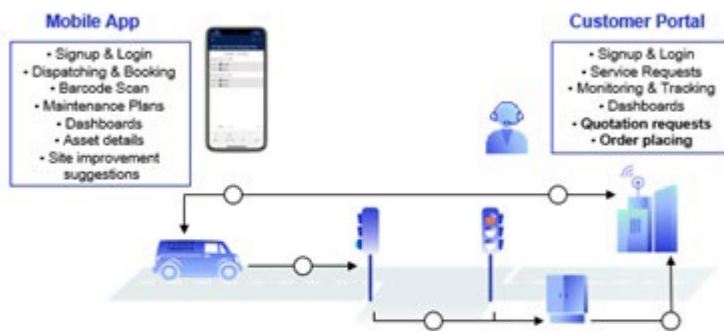
On-Line Portal (Service Business Platform @ITS)

Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

- SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.
- SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.
- When creating a new service request, the SBP will query the location history and will flag the order if it appears to be a repeated call out or duplicate order.
- Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.
- The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.
- Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.

Service Management Tool @YUNEX = SBP

One modern platform to support the global service team and our customers



Backoffice / Service Centers

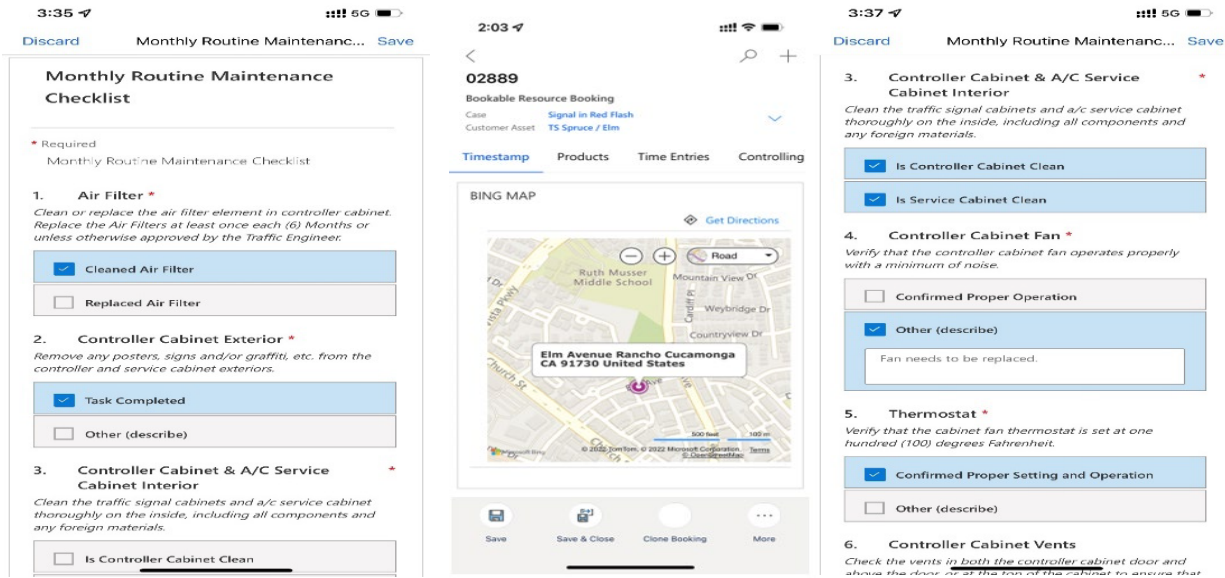


Power BI Reporting

- Improving service efficiencies
- Global data collection for data analytics
- Creating a vast network of Sales persons with field technicians



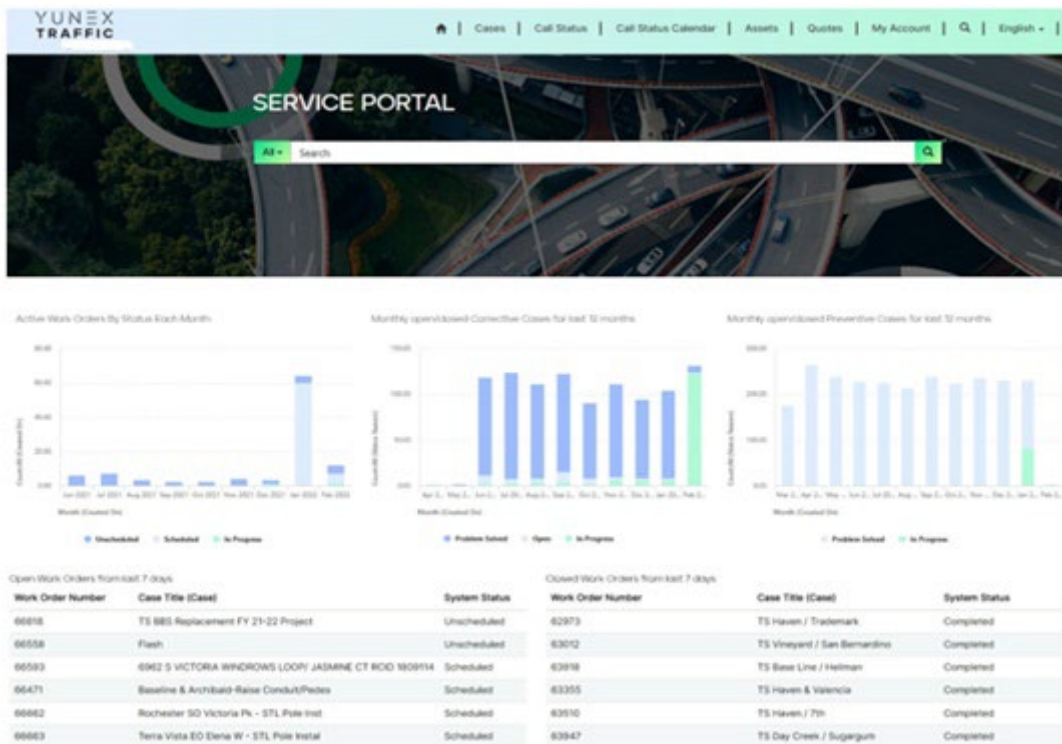
Microsoft Dynamics 365



Customer Portal

The SBP Customer Portal gives our customers access to:

- Monitor real-time status of routine maintenance and service calls
- Location history (sort/filter by date, location, call type, etc.)
- Overall historical maintenance and repair data
- Real-time equipment inventories, maps, and event reporting
- Asset management (including digital photographs, GIS data, etc.)



SBP Customer Service - Work Order Details

Portal - All Work Orders Search Work Order

Work Order Number ↑	Case Title (Case)	Priority	System Status	Customer Asset	SAP Service Order Number
66347	S/H HANGING BY WIRES	Normal	Completed	TS Hermosa / Feron	005004285877
66367	ROCHESTER /VPL NB POLE KD	Normal	Completed	Street Light - Generic 2600117715	005004285897
66375	SB ISNS HANGING	Normal	Completed	TS Foothill / Etiwanda	005004285906
66402	NWC NB L/T 10' GRN B/O	Normal	Completed	TS Arrow / Vineyard	005004285934
66412	FLASH	Normal	Completed	TS Base Line / Rochester	005004285944
66471	Baseline & Archibald-Raise Conduit/Pedes	Low			
66517	Flash	High			
66551	SB OH green stuck on	High			
66553	Check WB detection	High			
66558	Flash	High			

Work Order Details

Work Order Number: 66402
 Created On: 2/17/2022 2:59 PM
 System Status: Completed
 Case: NWC NB L/T 10' GRN B/O

Service Account: TS Arrow / Vineyard
 Work Order Type: Diagnosis & Repair
 Customer: CITY OF SANCHO CLACKMONGA
 Customer Asset: TS Arrow / Vineyard

Work Order Products

Name	Description	Quantity	Quantity To Bill	Total Amount	Line Status	Created On
12"Qr Arrow Cl Lens "Overs Dir" LEOTEK	12"Qr Arrow Cl Lens "Overs Dir" LEOTEK	1.00	1.00	\$5.00	Used	2/17/2022 6:29

Time Entries

Resource	Start	End	Duration	Type	Activity Type	Billable	Billing Indicator	Bookable Resour
Ramos, Neale	2/17/2022 3:30 PM	2/17/2022 5:30 PM	1:00	Work	Work-OT-Rec'd	Yes	Direct Time - Overtime Wk	66402

Booking Resolutions

Resource	End Time	Response
Ramos, Neale	2/17/2022 5:30 PM	Removed incandescent parts and installed Siemens supply led

Tracking as Related to Invoicing

In addition to our Customer Portal, you will receive a detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

TS B - Merrill / Bloomington / Riverside					
Date Completed: Fri, MAR/18/2016 01:00		Work Order #: 5002764108 Debit Memo Req. 3801177197			
Description: NEC POLE KD * CALLER: PD		Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLLO UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.			
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.		
ELECTRICIAN (RT)	12.000 H @ per H	\$	\$ 0.00		
ELECTRICIAN (OT)	8.000 H @ per H	\$	\$ 0.00		
ELECTRICIAN (PT)	6.000 H @ per H	\$	\$ 0.00		
SERVICE BUCKET TRUCK	26.000 H @ per H	\$	\$ 0.00		
MATERIALS	1 PC @ per PC	\$	\$ 0.00		
Visit Total		\$	\$ 0.00		
Total		\$	\$ 0.00	\$	

Key Differentiators

Lessons Learned from Previous Projects

As a provider of Traffic Signal Maintenance solutions, Yunex Traffic is aware of what it takes to meet the requirements of Gardena. In the over 40 years we have been providing this service, we have realized the best methods for a successful maintenance contract. Communication is at the heart of the success of any relationship and the relationship between Yunex Traffic and the City is no exception. We have discovered that hiring the right people, ensuring their longevity with our company, and encouraging ongoing education are all critical points. Finally, adhering to safety protocols and ongoing safety training for all field staff ensures the quality of the contract.

The Right People

For this project, we are assigning people who live in, or within a short drive of Gardena. They have a long history in TS Maintenance and most of it has been with us. The technicians we will be utilizing are Level III IMSA Traffic Signal Technicians, IMSA Work Zone Safety Certified, Bucket Truck certified, and have combined experience of over 44 years. Our Project Manager, Joshua Ferras, has successfully managed over 30 similar projects.

Safety

At Yunex Traffic, we do not take safety lightly. Yunex Traffic believes in a Zero Harm culture - for our employees, as well as for your citizens and visitors. We have stringent safety protocols to ensure a safe working environment while minimizing disturbances and ensuring safe motorways. Our staff is trained in proper work on busy roads, including traffic control management and lane closure procedures, if needed.

Training

Yunex Traffic recognizes the importance of training as a benefit not only to our staff, but also to ensure a quality project. On-going training alleviates frustrations and establishes a solid foundation for service execution, results, and performance. We provide a variety of training options including project based; webinars; on-site classroom training; tailgate safety trainings, and custom training packages. In addition to project, product, and manufacturers training, we provide OSHA training as well as comprehensive environmental, health and safety programs including specific training on bucket trucks, utility line safety, and other safety protocols. Further we encourage all our service and operations staff to continue their education and on-going training, obtaining all applicable certifications.

Safety Training

Yunex Traffic administers a comprehensive company-wide safety program to ensure that safety on all job sites is the top priority. Our employees are required to read and understand "Safety Rules for the Outside Electrical Industry" by the National Electrical Contractors Association (NECA). Yunex Traffic has a zero-tolerance policy on all safety violations. Yunex Traffic will provide copies of any safety history documentation upon request.

Yunex Traffic employees are given CPR and First Aid training to provide treatment in the event of an emergency. Our employees are trained using a variety of resources and methods. The IBEW provides professional competence and safety training to our field staff. Our employees are trained in basic safety including proper lifting techniques. They have weekly tailgate meetings that address items such as electrical safety and current industry safety practices. Our electricians and technicians are also IMSA and IBEW trained. We believe it is critical that members of our field staff are professionally trained and enabled to help both themselves and others in the event of an emergency.

7. Exceptions to City Requirements

Currently, Yunex LLC takes no exceptions or has any deviations to the RFQ or contract documents. Furthermore, by submitting this RFQ, Yunex LLC acknowledges concurrence with the terms of the City's sample contract agreement, which was included in the RFQ documents.

8. Negative History

At present, Yunex LLC has no contract failures or pending criminal, civil or administrative litigations. Yunex LLC performs thousands of projects annually throughout our offices worldwide.

9. Underground Service Alert (USA)

Yunex Traffic will respond to all **Underground Service Alert (USA)** requests/notices or at the request of city staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.



**City of Gardena
Traffic Signal Emergency On-Call Services
Project Cost Schedule**

Labor Rates

Item Description	Unit	Regular Time	Overtime	Premium Time
Signal Maintenance Superintendent	Hourly	\$165.00	\$205.00	\$245.00
Foreman	Hourly	\$165.00	\$205.00	\$245.00
Electrician (Traffic Signal Technician)	Hourly	\$155.00	\$190.00	\$227.00
Laborer	Hourly	\$120.00	\$165.00	\$165.00

Regular, Overtime, and Premium time explanation:

- Regular Hours are Monday thru Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday thru Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday thru Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

Equipment Rates

Item Description	Unit	Rate
Service Truck	Hourly	\$27.50
Bucket Truck	Hourly	\$35.00
Crane Truck	Hourly	\$65.00
Air Compressor with Tools	Hourly	\$15.00
Arrow Board	Hourly	\$15.00

USA

Item Description	Unit	Rate
Underground Service Alert (USA)	EA	\$250.00

Material Markup

Item Description	Unit	%
Material Markup	%	15%



CITY OF GARDENA PUBLIC WORKS MAINTENANCE

REQUEST FOR QUALIFICATION
(RFQ/STATEMENT OF QUALIFICATION)
FOR
TRAFFIC SIGNAL EMERGENCY ON-CALL SERVICES

FEBRUARY 2023

Memoranda:

Download the RFQ & Appendix items here at <https://cityofgardena.org/public-contracts/>

Request for Qualification (RFQ) for Traffic Signal Emergency On-Call Services

All statements of qualification must be submitted by **4:00 P.M. on Thursday, March 23, 2023**, for consideration. The sealed envelope containing a statement of qualification must be plainly marked on the outside as **“Traffic Signal Emergency on Call Services”**. Statements of qualification received after the time and date indicated above shall be deemed nonresponsive.

Contractors/Proposers shall submit three (3) hard copies and one (1) PDF file on a PC compatible USB drive.

“Traffic Signal Emergency On-Call Services”
Office of the Gardena Public Works Department
1717 W. 162nd Street
Gardena, California 90247-3778

No pre-proposal conference will be held for this request for proposal, and any inquires shall be directed to Kevin Kwak, Assistant Director of Public Works at (310) 217-9643 or kkwak@cityofgardena.org, prior to **12:00 p.m. on Monday, March 13, 2023**.

The following meanings are attached to the subsequent defined words when used in these specifications and the contract: The word “City” is used in place of the City of Gardena. The words “Contractor” or “Proposer” are used in place of the person, firm, or corporation submitting a proposal on this RFQ or any part thereof.

INTRODUCTION:

The City of Gardena is soliciting statements of qualification for on-call services for furnishing traffic signal emergency repair and maintenance for the City. The City desires to find the most qualified service provider at the best value for individual tasks. It is anticipated that the City will select three firms that will receive invitations to provide cost estimates along with completion dates for various projects. The City will choose which firm provides the best value for each project based on the cost and timing of the proposal. The required services include extraordinary maintenance/service and may additionally include routine Operation & Maintenance (O&M) service to assist City staff.

The City currently owns and maintains Traffic Signal Systems at sixty-six (66) intersections. There are also two (2) pedestrian crosswalks with flashing beacons and in-pavement lighting with another one (1) in design and scheduled to be online by summer of 2023. In addition to the crosswalks, there are a pair of Fire Station Flashing Beacons at an LACoFD fire station along 135th St. There are a handful of flashing stop beacons working independently to increase visibility and awareness of the stop signs but they are decades old. Completing the City’s Traffic signal network are Traffic Signal Communication lines and a traffic control room located on the 2nd floor of the Public Works building. These signalized intersections, pedestrian crosswalks, and Flashing Beacons are described in the List of Locations, as defined in Exhibit “A”.

At present all existing Traffic signals controllers are 170E’s running on BiTran 233 housed in Type 332 cabinets. The present Traffic Management Software (TMS) is Quicknet. Of the sixty-six (66) Traffic Signals, seventeen (17) have Battery back-up systems. Sixteen (16) of these intersections

are in the process of being upgraded, through the City's Capital Improvement Projects. These upgrades will include hardware and software with 2070 ATC controllers, battery backups, replacement of old wirings, and signal poles. The controllers and the TMS will be migrated to run on Omni EX and Transparency, respectively. All existing Traffic Signals are tied to the City's Traffic Monitoring Room. Signal synchronization at the North South corridors (Western Avenue, Normandie Avenue, and Vermont Avenue) were provided and implemented by the County of Los Angeles. Additionally, the City co-owns twenty-two (22) Traffic Signal Systems maintained by other agencies.

The City is currently installing a Bus Signal Priority System utilizing WLAN bridge radios on Western Avenue and Normandie Avenue within City right-of-way (21 total intersections). Additionally, the City has intentions to upgrade its communication lines to a complete Fiber Optic Cable network in the future. An ITS Master Plan is underway that will define the magnitude of the upgrade.

Proposers wishing to provide a on call services statement of qualification shall visit and familiarize themselves with City signal intersections/facilities prior to submitting their proposal.

The successful proposer must possess or obtain a valid California Class C10 Contractor's license and a City of Gardena Business License prior to the scheduled award of this contract.

TERM OF CONTRACT:

The term shall be for a period of two (2) years with an option for an additional three (3) years at the sole discretion of the City. The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all documents. The City also reserves the right to terminate this contract without cause upon giving a 30-day written notice and may terminate the contract immediately with cause.

COMPENSATION FOR SERVICE:

Extraordinary maintenance shall be billed per each occurrence, submitted fee schedule rates, and shall include all labor and profits. All necessary materials and equipment shall be submitted for City review and require a negotiated price and approval by the Director of Public Works or his authorized representative. All extraordinary maintenance requires City authorization prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the traffic signal system.

Proposer shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required, including a schedule of completion.

The City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs is to exceed the terms of the current Contract. Proposer may be required to assist or support other firms selected by the City as requested.

Occasionally a regular O&M support and/or construction support (i.e. signal blackout, temporary traffic control, etc.) may be required to support City staff per established rates per contract.

STATEMENT OF QUALIFICATION REQUIREMENTS:

The Contractor performing signal repair/maintenance shall possess a California C-10 Contractor's license and a City of Gardena Business License.

The response to this Request for Qualification shall address the following items:

1. This RFQ shall be incorporated in its entirety as a part of the proposer's statement of qualification.
2. Experience – Indicate the number of years your company has been actively providing traffic signal maintenance services. Also indicate your familiarity with 170E and 2070 ATC controllers and Traffic management softwares such as QuickNet and the new McCain Transparency ATM. Include any additional controller types that your company has experience maintaining and list the areas where you provide service.
3. References – Provide references, contact people, and telephone numbers for at least three (3) agencies for who you are currently working with.
4. Personnel – List the names, titles, and responsibilities of all key personnel that would be expected to be involved with this maintenance contract over the life of the contract. Include resumes as appropriate. Identify a 24-hour primary and secondary point of contact.
5. Spare Equipment – Explain your capability to provide spare controllers, cabinets, signal heads, poles, etc.
6. Repair and replacement – Discuss what services you can currently provide or anticipate that you will be able to provide.
7. Exceptions to City Requirements – Indicate any exceptions, difficulties, or concerns with any requirements of this signal maintenance services contract.
8. Negative History – The Contractor shall include in its Qualification a complete disclosure of any alleged significant prior or on-going contract failures and any civil or criminal litigation or investigation pending which involve the Contractor or in which Contractor has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose, the firm shall affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any submittals. The City reserves the right to reject any submittals based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial, or contentious demeanor, significant failures to meet contract milestones, or other contractual failures.

9. Underground Service Alert (USA) – The Contractor will be required to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment, as well as streetlights on behalf of the City in accordance with the California Government Code Section 4216 et seq. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an Intersection Record Log shall be created with the USA notification/request by the City and corresponding action noted in the controller with a copy provided to the City. The Contractor shall assume all liability for satisfying the City’s obligations to adequately identify underground structures in accordance with this law.

Compensation for providing USA – Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with Cost Statement/Fee Schedule in this Solicitation.

10. Contractor shall submit a detailed fee schedule rates pertaining to the extraordinary services and any additional routine services in assisting City staff for regular and irregular work hours. Change to the rate will not be permitted during the first two-year contract term. However, an inflation factor of up to 5% based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) may be applied one (1) time, when transitioning into base to optional years of services, if pre-approved by the Director of Public Works.
11. The Contractor shall comply with the California Labor Code which requires payment of prevailing wages determined by the Director of the Department of Industrial Relations (<http://www.dir.ca.gov/>), and otherwise comply with the provisions of Section 1770 et seq., of the California Labor Code, California Code of Regulations, Title 8, Section 1600 et seq., and any other applicable laws, rules and regulations adopted with respect thereto (“California Prevailing Wage Laws”).
12. Contract Document (Appendix B): The City has provided a copy of the Contract Document for on-call services. Please review this document and provide the City with a written statement of your firm’s willingness to accept the terms of the agreement.

EVALUATION CRITERIA:

The submittals will be reviewed by City staff. Staff will evaluate proposers based on the response to the RFQ and the evaluation criteria set forth below. The committee will calculate a final score for each submitted qualification and rank the proposers by score. The Proposer ranking the highest combined total score of the proposal will be strongly weighted in any decision.

The following criteria are the minimum qualifications used in the initial evaluation of the responses to the RFQ:

CRITERIA	POINT VALUE (%)
1. Proposers’ Qualifications and References	15
2. Proposer Team's Technical Skills and Abilities	20
3. Familiarity with City own controllers, communication, etc.	25

4. Demonstrated Ability to meet Required Response Times	20
5. Fee Rates/Schedule	20
Total Value %	
	100

GENERAL TERMS & CONDITIONS

By submitting a statement of qualification, the Proposer represents that they have thoroughly examined and become familiar with the requirements of this RFQ and can perform 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/Contractor/Proposer 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 rejection(s), and negotiate with any qualified consultant. The City does not guarantee successful firms will be provided any projects.

The selected contractor(s) 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 contract. A current business license is not a prerequisite for submittal of the statement of qualification.

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

The City is not responsible for statements of qualification 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.

CONTRACT DOCUMENT & INSURANCE

The City Standard Contract Document is included in Attachment B. The Contractor will be expected to enter into the contract without substantive changes. Any changes will require approval by the City Attorney.

The City’s standard insurance requirements is included as part of the Standard Contract Documents included in Attachment B.

ATTACHMENTS

Attachment A – Map of City Traffic Signal Locations

Attachment B – City Standard Contract Documents

ATTACHMENT A

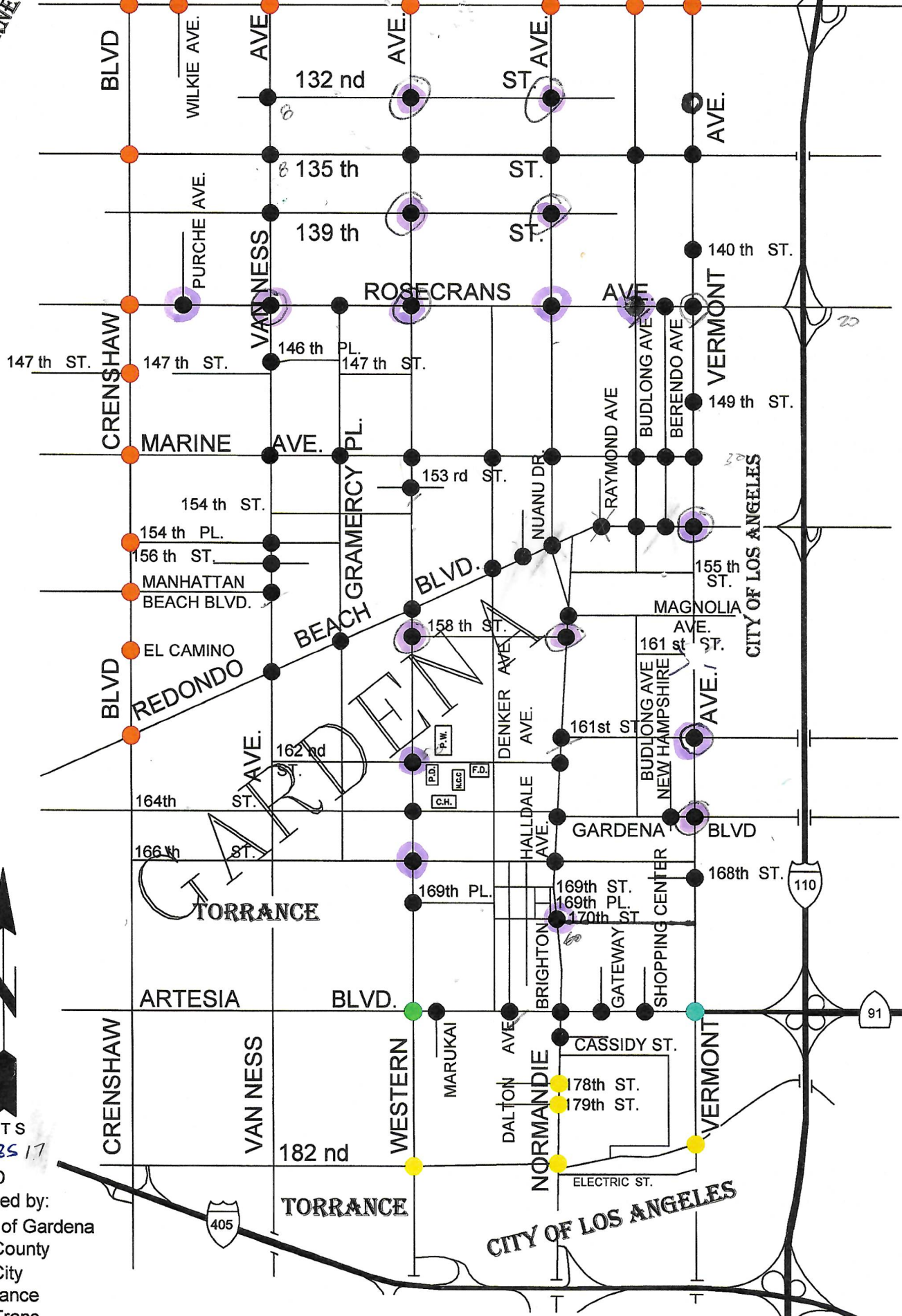
Map of City Traffic Signal Locations (1 Page)

HAWTHORNE

LOS ANGELES COUNTY

LOS ANGELES COUNTY

EL SEGUNDO BLVD



NTS

w/ BBS 17

LEGEND

Maintained by:

- 66 ● City of Gardena
- 15 ● LA County
- 5 ● LA City
- 1 ● Torrance
- 1 ● CalTrans

CITY OF GARDENA TRAFFIC SIGNAL LOCATIONS

N:\ENGINEERING\CAD\MAPS\CITYMAPS\VICINITY MAPS\VICINITY MAPS\WARMINE

ATTACHMENT B

City Standard Contract Documents (8 Pages)

CONTRACT DOCUMENTS (CD)

**CITY OF GARDENA
PUBLIC WORKS MAINTENANCE
TRAFFIC SIGNAL EMERGENCY ON CALL SERVICES**

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

**AFTER
Award of Contract**

CONTRACT DOCUMENT

PUBLIC WORKS MAINTENANCE TRAFFIC SIGNAL EMERGENCY ON CALL SERVICES

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR."

The City and the Contractor mutually agree as follows:

ARTICLE I.

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in a good and workmanlike manner all work required by the Contract Documents for the Preventative Maintenance and Repair Services for Heating, Ventilating, and Air Conditioning Systems, which is described as follows:

Title: PUBLIC WORKS MAINTENANCE TRAFFIC SIGNAL EMERGENCY ON CALL SERVICES

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

ARTICLE II.

CONTRACT SUM AND PAYMENT

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

ARTICLE III.

CONTRACT DOCUMENTS

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

Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV.

EFFECTIVE DATE

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

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

CITY

CONTRACTOR

By: _____
MAYOR (Sign)

By: _____
Sign / Title

Date: _____
SEAL

Date: _____

Attest:
By: _____
CITY CLERK (Sign)

Attest: (Contractor)

By: _____
Sign / Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY (Sign)

Date: _____

CONTRACT DOCUMENT

**PUBLIC WORKS MAINTENANCE
TRAFFIC SIGNAL EMERGENCY ON CALL SERVICES**

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

CONTRACT DOCUMENT

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

PUBLIC WORKS MAINTENANCE TRAFFIC SIGNAL EMERGENCY ON CALL SERVICES

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Company/Contractor _____

Name & Title _____

Signature & Date _____

CONTRACT DOCUMENT

PUBLIC WORKS MAINTENANCE TRAFFIC SIGNAL EMERGENCY ON CALL SERVICES

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.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.D
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: April 25, 2023

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

AGENDA TITLE: RESOLUTION NO. 6615, Approving the Engineer's Report for the Gardena Artesia Boulevard Landscaping Assessment District for fiscal year 2023-2024, declaring its intention to levy and collect assessments under the Gardena Artesia Boulevard Landscaping Assessment District for fiscal year 2023-2024, and setting a time and place for hearing protests in relation thereto (Public Hearing: May 23, 2023)

COUNCIL ACTION REQUIRED:

Staff Recommendation: Adopt Resolution No. 6615

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that Council adopt Resolution No. 6615 approving the Engineer's Report pursuant to the requirements of Resolution 6613, regarding the Gardena Artesia Boulevard Landscaping Assessment District for fiscal year 2023-2024, declaring its intention to levy and collect assessments under the Gardena Artesia Boulevard Landscaping Assessment District for the fiscal year 2023-2024, and appointing a time and place for hearing protests in relation thereto (Public Hearing: May 23, 2023).

Artesia Boulevard Landscaping Assessment District between Normandie Avenue and Dalton Avenue was established and commenced in fiscal year 1994-1995 and Artesia Boulevard Landscaping Assessment District between Denker Avenue and Western Avenue was established and commenced in fiscal year 2001-2002.

The assessment will pay for the servicing and maintenance costs of landscaping and appurtenant improvements within the median island on Artesia Boulevard between Western Avenue and Normandie Avenue.

FINANCIAL IMPACT/COST:

Budget Amount: \$21,662

Funding Source: Assessment District

ATTACHMENTS:

APPROVED:

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

Clint Osorio, City Manager

CITY OF GARDENA

**GARDENA ARTESIA BOULEVARD
LANDSCAPING ASSESSMENT DISTRICT**

ENGINEER'S REPORT

2023-2024

April 25, 2023

CITY OF GARDENA

GARDENA ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT

ENGINEER'S REPORT

2023-2024

Prepared according to the provisions of the Landscaping and Lighting Act of 1972, Sections 22500 through 22679 of the California Streets and Highways Code.

According to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and as directed by resolution of the City Council of the City of Gardena, the City Engineer of the City of Gardena has prepared and submits the Engineer's Report consisting of the following:

1. Vicinity Map
2. Diagram of District
3. Plans and Specifications
4. Estimate of Costs of Maintenance
5. Assessment of Estimated Cost

This report is prepared by:



NV5, INC.

JEFFREY M. COOPER, P.E.
R.C.E. No. 31572
ENGINEER OF WORK
CITY OF GARDENA
STATE OF CALIFORNIA

Dated: April 25, 2023

HAWTHORNE

EL SEGUNDO

BLVD

BLVD AVE.

AVE.

AVE.

AVE.

135 th

ST.

ROSECRANS

AVE.

CRENSHAW

MARINE

VAN NESS

AVE.

BERENDO AVE.

VERMONT

LOS ANGELES COUNTY

MANHATTAN BEACH BLVD.

BEACH

BLVD.

CITY OF LOS ANGELES

BLVD

REDONDO

158 th ST.

MAGNOLIA AVE.

AVE.

162 nd ST.

P.W.

161st ST.

164th ST.

ST. PL.

F.D.

MCC

F.D.

C.H.

GARDENA

BLVD

166 th

ST.

168th ST.

170 th ST.

TORRANCE

DISTRICT LOCATION

ARTESIA

GRAMERCY

BLVD.



CRENSHAW

VAN NESS

WESTERN

DENKER AVE.

DALTON AVE.

NORMANDIE

VERMONT

182 nd

ST.

ELECTRIC ST.

TORRANCE

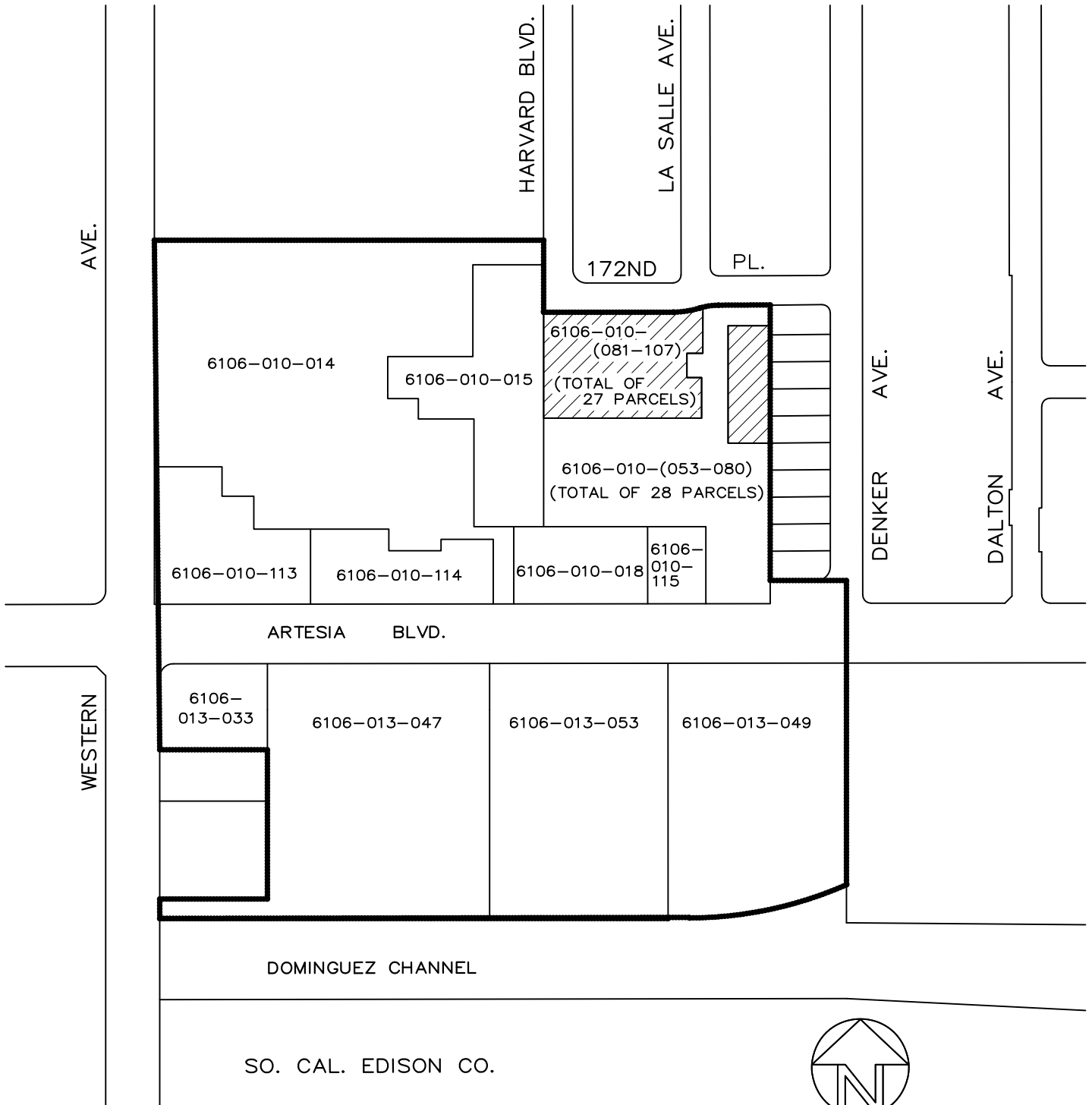
CITY OF LOS ANGELES



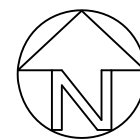
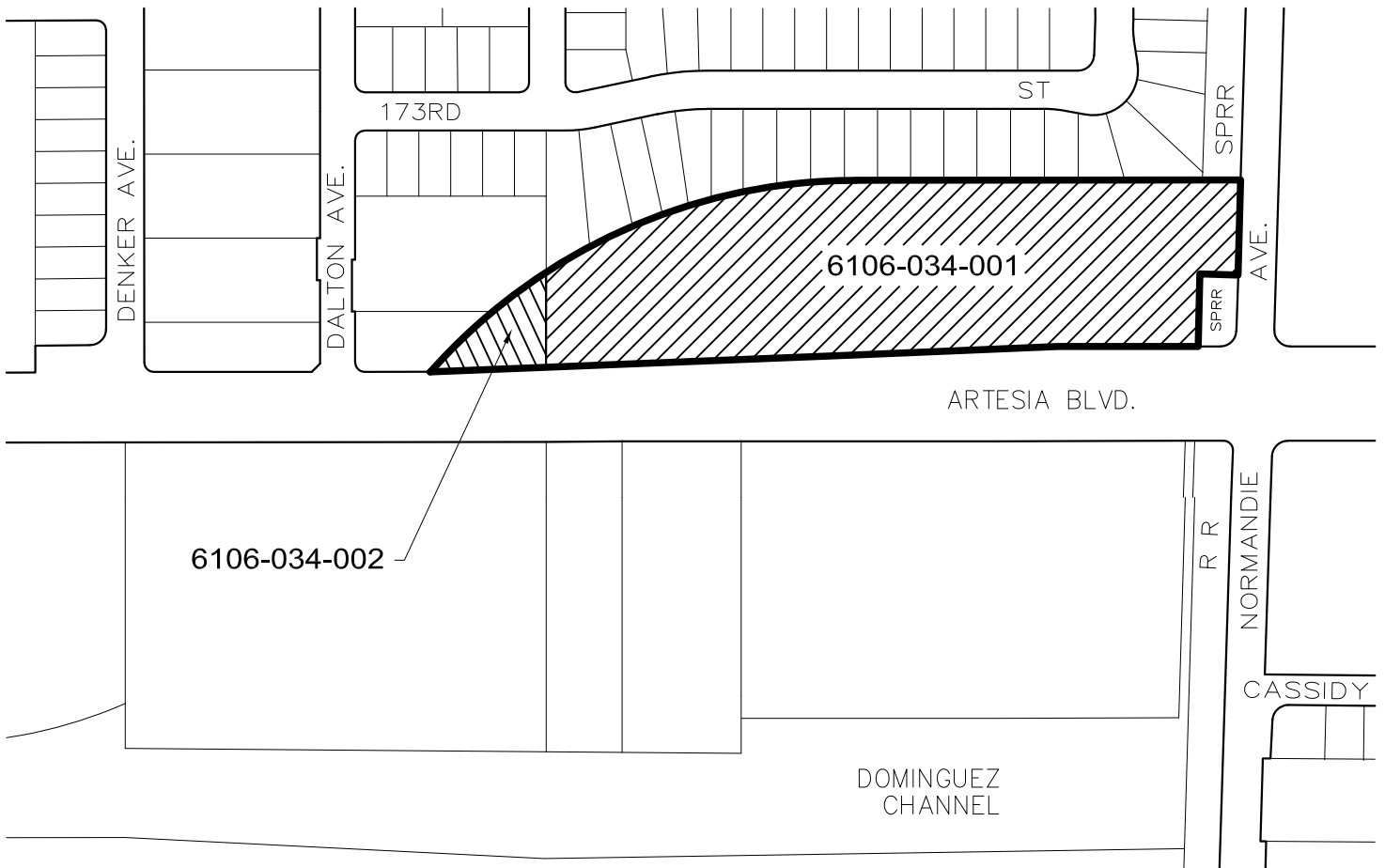
VICINITY MAP

ARTESIA BLVD LANDSCAPING DISTRICT
YEAR 2023 - 2024

ASSESSMENT DIAGRAM & BOUNDARY MAP
ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT
WESTERN AVE. - DENKER AVE.
FISCAL YEAR 2023 - 2024



ASSESSMENT DIAGRAM & BOUNDARY MAP
ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT
DALTON AVE. - NORMANDIE AVE.
FISCAL YEAR 2023 - 2024



PLANS AND SPECIFICATIONS 2023-2024

Plans and specifications for the improvements provided by the Gardena Artesia Boulevard Landscaping Assessment District are on file in the office of the Public Works Director/City Engineer and incorporated into this report by reference. The plans detail the improvement on Artesia Boulevard between Western Avenue and Denker Avenue, and between Dalton Avenue and Normandie Avenue. The improvements are the construction, servicing and maintenance of landscaping and appurtenant improvements within the median islands on Artesia Boulevard between Western Avenue and Denker Avenue, and between Dalton Avenue and Normandie Avenue. The maintenance and servicing for the improvements include, but are not limited to, personnel, electrical energy, and utilities such as water, materials, contracting services, and other items necessary for the satisfactory servicing and maintenance of these services.

ESTIMATE OF COSTS OF MAINTENANCE AND SERVICING

The cost of the maintenance and servicing of the improvement was determined by the costs of the annual contractual services for the landscaped median, including personnel, electrical energy, and utilities such as water, materials, and other items necessary for the satisfactory servicing and maintenance of the landscaped median.

**ESTIMATE OF COST
WESTERN AVENUE - DENKER AVENUE
FY 2023-2024**

The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessments proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the district proceedings.

Item	Description	Estimated Costs	Prorated Incidental Costs	Estimated Total Costs
A.	Landscaping Construction, Western to Denker Additional Median Design Construction Mgmt Costs @ 15%	\$63,643 \$ 3,600 \$ 9,548		\$76,791
B.	1st Annual Payment @ 7% Interest over 5 years	\$18,728	\$26,138	\$44,866
C.	Annual Landscape Maintenance, Western to Denker	\$ 4,200	\$ 5,862	\$10,062
		\$99,719	\$32,000	\$131,719

Items A and B are shown for reference only. Item C is the annual landscape maintenance on Artesia Blvd. between Western Ave. and Denker Ave. in the amount of \$10,062.

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year.

CALCULATION OF ASSESSMENT
 Western Ave. - Denker Ave.

ASSESSOR'S PARCEL NUMBER	ACREAGE	ASSESSMENT
6106010014	6.430	\$1,909.00
6106010015	1.300	\$386.00
6106010018	0.875	\$260.00
6106010053	0.096	\$28.42
6106010054	0.096	\$28.42
6106010055	0.096	\$28.42
6106010056	0.096	\$28.42
6106010057	0.096	\$28.42
6106010058	0.096	\$28.42
6106010059	0.096	\$28.42
6106010060	0.096	\$28.42
6106010061	0.096	\$28.42
6106010062	0.096	\$28.42
6106010063	0.096	\$28.42
6106010064	0.096	\$28.42
6106010065	0.096	\$28.42
6106010066	0.096	\$28.42
6106010067	0.096	\$28.42
6106010068	0.096	\$28.42
6106010069	0.096	\$28.42
6106010070	0.096	\$28.42
6106010071	0.096	\$28.42
6106010072	0.096	\$28.42
6106010073	0.096	\$28.42
6106010074	0.096	\$28.42
6106010075	0.096	\$28.42
6106010076	0.096	\$28.42
6106010077	0.096	\$28.42
6106010078	0.096	\$28.42
6106010079	0.096	\$28.42
6106010080	0.096	\$28.42
6106010081	0.096	\$28.42
SUB-TOTAL		\$3,379.18

CITY OF GARDENA
 ARTESIA BLVD.
 LANDSCAPING
 ASSESSMENT DISTRICT
 FISCAL YEAR 2023-204

CALCULATION OF ASSESSMENT
 Western Ave. - Denker Ave.

ASSESSOR'S PARCEL NUMBER	ACREAGE	ASSESSMENT
6106010082	0.096	\$28.42
6106010083	0.096	\$28.42
6106010084	0.096	\$28.42
6106010085	0.096	\$28.42
6106010086	0.096	\$28.42
6106010087	0.096	\$28.42
6106010088	0.096	\$28.42
6106010089	0.096	\$28.42
6106010090	0.096	\$28.42
6106010091	0.096	\$28.42
6106010092	0.096	\$28.42
6106010093	0.096	\$28.42
6106010094	0.096	\$28.42
6106010095	0.096	\$28.42
6106010096	0.096	\$28.42
6106010097	0.096	\$28.42
6106010098	0.096	\$28.42
6106010099	0.096	\$28.42
6106010100	0.096	\$28.42
6106010101	0.096	\$28.42
6106010102	0.096	\$28.42
6106010103	0.096	\$28.42
6106010104	0.096	\$28.42
6106010105	0.096	\$28.42
6106010106	0.096	\$28.42
6106010107	0.096	\$28.42
6106010113	0.854	\$253.45
6106010114	0.917	\$272.55
6106010115	0.384	\$113.68
SUB-TOTAL		\$1,378.60

CITY OF GARDENA
ARTESIA BLVD. LANDSCAPING
ASSESSMENT DISTRICT
FISCAL YEAR 2023-2024

CALCULATION OF ASSESSMENT
Western Ave. - Denker Ave.

ASSESSOR'S PARCEL NUMBER	FRONTAGE	ASSESSMENT
6106013033	199.000	\$831.00
6106013047	411.000	\$1,717.00
6106013049	330.000	\$1,378.00
6106013053	330.000	\$1,378.00
SUB-TOTAL		\$5,304.00
GRAND TOTAL		\$10,061.78

ESTIMATE OF COST
DALTON AVENUE - NORMANDIE AVENUE
FY 2023-2024

The estimated cost of the construction, operation, servicing and maintenance of the improvements are summarized below. Only construction costs for median landscaping between Normandie Avenue and Dalton Avenue have been included. All costs include administration and utilities where applicable.

A.	Median Landscaping Construction (see details next page)	\$ 127,400
	+ Contingencies ($\pm 10\%$)	12,700
	City Administration	<u>10,000</u>
		\$ 150,100
B.	Median Landscaping Maintenance	\$ 11,600

Item A is shown for reference only. Item B is the annual landscape maintenance on Artesia Blvd. between Dalton Ave and Normandie Ave in the amount of \$11,600.

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

CITY OF GARDENA
ARTESIA BLVD. LANDSCAPING
ASSESSMENT DISTRICT
FISCAL YEAR 2023-2024
ACCT. # 152.53

CALCULATION OF ASSESSMENT
Dalton Avenue - Normandie Avenue

ASSESSOR'S PARCEL NUMBER	FRONTAGE (FT)	ASSESSMENT
6106-034-001	1028.46	\$9,897.00
6106-034-002	176.94	\$1,703.00
	TOTAL	<u>\$11,600.00</u>

RESOLUTION NO. 6615

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR THE GARDENA ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-2024, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS UNDER THE GARDENA ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT FOR THE FISCAL YEAR 2023-2024, AND SETTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO (PUBLIC HEARING: May 23, 2023)

WHEREAS, the City of Gardena, California, previously established the Gardena Artesia Boulevard Landscaping Assessment District and;

WHEREAS, on Feb. 28, 2023, the City Council of the City of Gardena, California, adopted Resolution No. 6613 that requires City Council to direct the City Engineer to prepare and file a report according to the provisions of the "Landscaping and Lighting Act of 1972" of the State of California Streets and Highways Code, Division 15, Part 2, for assessments to be levied upon and collected through the Gardena Artesia Boulevard Landscaping Assessment District for fiscal year 2023-2024, and;

WHEREAS, the Engineer's Report bearing the date of April 25, 2023, was prepared and was filed in the office of the City Clerk, and;

WHEREAS, the City Clerk has presented the Engineer's Report to the City Council, and said Council has examined and considered the Engineer's Report and is satisfied with all the items contained in Engineer's Report, and;

WHEREAS, the City Council of the City of Gardena, California, proposes to levy and collect annual assessments according to the "Landscaping and Lighting Act of 1972" of the State of California Streets and Highways Code, Division 15, Part 2, for Fiscal Year 2023-2024

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

SECTION 1. That the Engineer's Report bearing the date of April 25, 2023, was prepared and filed with the City Clerk in conformity with the provisions of the State of California Streets and Highways Code, Division 15, Part 2, Landscaping and Lighting Act of 1972. The Engineer's Report contains the plans and specifications for the maintenance of the improvements, an estimate of the costs of the maintenance and servicing, a diagram for the assessment district and an assessment of the estimated costs of the maintenance and servicing of the improvements.

RESOLUTION NO. 6615

SECTION 2. The City Council approves the Engineer's Report as filed and sets a public hearing for Tuesday, May 23, 2023, at 7:30 p.m., in the Gardena City Council Chambers, 1700 West 162nd Street, in the City of Gardena, California, to consider the levy and collection of the assessment for the Gardena Artesia Boulevard Landscaping Assessment District for Fiscal Year 2023-2024.

SECTION 3. The City Clerk or designee is authorized and directed to give notice of the hearing in time, form, and manner as required by the California Streets and Highways Code, Division 15, Part 2, Landscaping and Lighting Act of 1972.

SECTION 4. That the City Council declares its intention to levy upon and collect assessments at the same rate as previously established through the Gardena Artesia Boulevard Landscaping Assessment District for Fiscal Year 2023-2024, except that no assessments shall be imposed upon property owned by the state or federal government or any local agency.

SECTION 5. That the boundaries of the Gardena Artesia Boulevard Landscaping Assessment District are as shown and described in the attached map and incorporated by reference.

SECTION 6. That the purposes of the District are those provided for in the Engineer's Report on file with the City Clerk.

SECTION 7. That this resolution shall be effective immediately.

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

Passed, approved, and adopted this 25 day of April, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk
APPROVED AS TO FORM:

Carmen Vasquez

CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.E
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: April 25, 2023

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

AGENDA TITLE: RESOLUTION NO. 6616, Approving the Engineer's Report for the Gardena Consolidated Street Lighting Assessment District for fiscal year 2023-2024, declaring its intention to levy and collect assessments under the Gardena Consolidated Street Lighting District for fiscal year 2023-2024, and setting a time and place for hearing protests in relation thereto (Public Hearing: May 23, 2023)

COUNCIL ACTION REQUIRED:

Staff Recommendation: Adopt Resolution No. 6616

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that Council adopt Resolution No. 6616 approving the Engineer's Report for the Gardena Consolidated Street Lighting Assessment District for fiscal year 2023-2024, declaring its intention to levy and collect assessments for fiscal year 2023-2024 and setting at time and place for a Public Hearing thereon (Public Hearing: May 23, 2023).

On July 28, 2009, the City Council approved and confirmed an increase in the assessment of the City of Gardena's Consolidated Street Lighting District through Proposition 218 proceedings, and as described in the attached Engineer's Report.

The Consolidated Street Lighting District pays for all energy costs, construction and maintenance costs of the street lighting.

FINANCIAL IMPACT/COST:

Budget Amount: \$885,031

Funding Source: Assessment District

ATTACHMENTS:

[Gardena SLD Engineer's Report 2023-24..pdf](#)

[Consolidated Street Lighting District Resolution No. 6616.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio". The signature is fluid and cursive, with a period at the end.

Clint Osorio, City Manager

CITY OF GARDENA

**CONSOLIDATED STREET LIGHTING
ASSESSMENT DISTRICT**

ENGINEER'S REPORT

2023-2024

April 25, 2023

ENGINEER'S REPORT

CITY OF GARDENA
CONSOLIDATED STREET LIGHTING DISTRICT

FISCAL YEAR 2023-2024

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Definition & General Information	3
Summary	5
Report	7
Part A: Description of Improvements	7
Part B: Estimate of Cost	8
Part C: Assessment District Diagram	10
Part D: Method of Apportionment of Assessment	11
Part E: Property Owner List & Assessment Poll	12
Part F: Financial Study	13
Appendix A: Financial Study Detail	15

ENGINEER'S REPORT

CITY OF GARDENA
CONSOLIDATED STREET LIGHTING ASSESSMENT DISTRICT

FISCAL YEAR 2023-2024

The undersigned acting on behalf of the City of Gardena, respectfully submits the enclosed Engineer's Report as directed by the Gardena City Council pursuant to the provisions of Article XIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972, and Section 22500 et al of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED:

April 25, 2023




BY: Jeffrey M. Cooper, P.E.

P.E. No. 31572

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram was filed with me on the _____ day of _____, 2023.

Mina Semenza, City Clerk
City of Gardena, Los Angeles
County, California

By:

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram was approved and confirmed by the City Council of the City of Gardena, Los Angeles, California, on the _____ day of _____, 2023.

Mina Semenza, City Clerk, City of
Gardena, Los Angeles County,
California

By:

DEFINITION & GENERAL INFORMATION

Assessment District

An Assessment District is a financing mechanism under The California Streets and Highways Code, Division 10 and 12, which enables cities, counties, and special districts organized for the purpose of aiding in the development or improvement to, or within the district, to designate specific areas as Assessment Districts, with the approval of a majority of the landowners based on financial obligations, and allows these Districts to collect funds to finance maintenance efforts or construct improvements. Assessment Districts help each property owner pay a fair share of the costs of such improvements or maintenance obligations over a period of years at reasonable rates and insures that the cost will be spread to all properties that receive direct and special benefit by the improvements constructed or maintained. "Assessment" means any levy or charge by an agency upon real property that is based upon the special benefit conferred upon the real property by a public improvement or service that is imposed to pay the capital cost of the public improvement, the maintenance and operation expenses of the public improvement, or the cost of the service being provided. "Assessment" includes, but is not limited to, "Special Assessment," "Benefit Assessment," and "Maintenance Assessment."

Current Annual Administration

As required by the Landscaping and Lighting Act of 1972, this Engineer's Report describes the improvements to be operated, maintained, and serviced by the District, provides an estimated budget for the District, describes the properties and zones of benefit within the District, describes the method used to allocate the costs to the benefiting properties within the District, and lists the proposed assessments to be levied upon each assessable lot or parcel within the District.

Plans and specifications for the improvements provided by the District are on file in the office of the Public Works Engineering Division and are incorporated into this report by reference. The plans and specifications detail the location, class and type of each existing street lighting fixture. The fixtures are delineated on a plan of the City and the site of each fixture is detailed indicating attributes of the fixture. The attributes include the intensity of the lamp and type of light. A summary is also incorporated listing the number and totals for each type of luminaries.

Payment of the assessment is placed on each property owner's secured property tax roll bill. All funds collected through the assessment must be placed in a special fund and can only be used for the purposes stated in this report.

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation adopted by the Council of the City of Gardena, County of Los Angeles, State of California, in connection with the proceedings for:

CITY OF GARDENA
CONSOLIDATED STREET LIGHTING ASSESSMENT DISTRICT

Herein after referred to as the "Assessment District" or "District", I, Jeffrey M. Cooper, P.E., the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of six (6) parts as follows:

PART A: DESCRIPTION OF IMPROVEMENTS

Part A describes the improvements in the District. Plans and specifications for the improvements showing and describing the general nature, location, and extent of the improvements are on file in the Office of the City Clerk of the City of Gardena; and are incorporated herein by reference.

PART B: ESTIMATE OF COST

Part B contains an estimate of the cost of the proposed improvements for FY 2023-2024, including incidental costs and expenses in connection therewith.

PART C: ASSESSMENT DISTRICT DIAGRAM

The Diagram of the Assessment District Boundaries showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District, and the lines and dimensions of each lot or parcel of land within the Assessment District.

The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

The method of apportionment of assessments, indicating the proposed assessment of the total amount of the costs and expenses of the improvements upon the several lots and parcels of land within the Assessment District, in proportion to the estimated benefits to be received by such lots and parcels.

PART E: PROPERTY OWNER LIST & ASSESSMENT ROLL

Part E includes a list of the names and addresses of the owners of real property within the Assessment District, as shown on the last equalized roll of the Assessor of the County of Los Angeles are included in Part E. The list is keyed to the records of the County Assessor of the County of Los Angeles, which are incorporated herein by reference.

PART F: FINANCIAL STUDY AND PROPOSED RATE INCREASE

Part F includes the Financial Study performed for fiscal year 2023-2024 of the base year. This section includes detailed information regarding the proposed rate increase for the District for the fiscal year and provides estimates for future years.

PART A

DESCRIPTION OF IMPROVEMENTS

The facilities, which have been constructed within the boundaries of the City of Gardena District, and those which may be subsequently constructed, will be operated, maintained and serviced as generally described as follows:

**DESCRIPTION OF IMPROVEMENTS
FISCAL YEAR 2023-2024**

**CITY OF GARDENA
CONSOLIDATED STREET LIGHTING ASSESSMENT DISTRICT**

The facilities to be maintained and serviced include an annexed area called the West Gardena area in 1995. The costs for the street lighting were paid through the County of Los Angeles by an ad valorem tax and assessment. The lighting costs were transferred to the City of Gardena in 1997 after the removal of the County Lighting District and Assessment District. The ad valorem tax charge of the County for lighting was also transferred to the City of Gardena to fund the lighting costs in this area in 1997. The plans for lighting reflect the addition of the new lighting.

The plans and specifications for the improvements, showing and describing the general nature, location and the extent of the improvements, are on file in the office of Public Works, and are incorporated herein by reference.

PART B

ESTIMATE OF COST

The 1972 Act provides that the total cost of installation, construction, operation, maintenance and servicing of the improvements described in Part A can be recovered by the District. Maintenance can include the repair and replacement of existing facilities. Servicing can include electrical and associated costs from a public utility. Incidental expenses, including administration of the District, engineering fees, legal fees, printing, posting and mailing of notices, and all other costs associated with the annual assessment process can also be included.

The estimated costs of the operation, servicing and maintenance of the improvements for Fiscal Year 2023-2024, as described in Part A, are summarized herein, and described in the Proposed Budgets on the subsequent pages.

The significant increases in energy costs experienced in early 2001 are expected to continue through 2023-2024. The City had anticipated increases in energy costs for several years and had set aside reserves to pay for the increases. However, the depletion of this reserve has warranted an increase in assessments.

The City of Gardena, in 2009-2010 fiscal year increased the assessment by conducting an assessment ballot (Proposition 218) proceeding by mailed ballots for approval of the increase, in accordance with Section 53753 of the Government Code and Section 4000 of the Election's Code.

The increase in assessments in the FY2009-2010 did not allow the District to wipe out its negative reserve in the 2010-2011 and 2011-2012 fiscal years; however, for 2012-2013 fiscal year, with 2.09% increase, the reserve started a modest gain; and for 2021-2022 fiscal year, with projected 0.9% increase the District is also projected to build up reserves in the positive. The fiscal year 2022-2023 7.5% increase for the District helped further build up resources. The increase for fiscal year 2023-2024 is projected to be 5.8%.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

The LED Street Light Conversion was completed in year 2019. However, savings will be minimal, if any, until the recouping cost period of 20 years is completed.

City of Gardena
Consolidated Street Lighting Districts FY 2023-2024

CITY OF GARDENA
 CONSOLIDATED STREET LIGHTING DISTRICT
 ACCT# 152.51

CALCULATION OF ASSESSMENT
2023-2024

TOTAL ESTIMATED COSTS OF THE GARDENA CONSOLIDATED STREET LIGHTING DISTRICT **\$885,031.28**

REVENUE (5.8% Increase); per Consumer Price Index (CIP) on page 13

<u>ZONE</u>	<u>DESCRIPTION</u>	<u>\$/FRONT FOOT</u>	<u>TOTAL FRONTAGE</u>	<u>ASSESSMENT</u>
1	RESIDENTIAL	1.01	521,506	\$526,721.06
2	COMMERCIAL	2.24	79,716	\$178,563.84
3	MANUFACTURING	1.49	101,482	\$151,208.18
4	GARDENA BOULEVARD	2.24	5,022	\$11,249.28
2	UTILITIES	2.24	6,633	\$14,857.92
	PUBLIC AGENCY	0.22	11,050	\$2,431.00
			TOTAL	<u>\$885,031.28</u>

PART C

ASSESSMENT DISTRICT DIAGRAM

Diagrams showing the exterior boundaries of the City of Gardena Consolidated Street Lighting Assessment District and the lines and dimensions of each lot or parcel of land within the District are in the Public Works Director's Office and referenced herein.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles, for the year in which this report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this report.

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by public agencies for the purpose of providing certain public improvements, which include operation, maintenance and servicing of street lights, traffic signals, and landscaping.

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This Section States:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

In addition, Article XIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property.

The Act permits the designation of benefit zones within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22574). Thus, the 1972 Act requires the levy of a true "benefit assessment" rather than a "special tax."

ASSESSMENT METHODOLOGY

The total operation, maintenance, and servicing costs for the assessment district improvements are apportioned in accordance with the benefit spread described below.

General versus Special Benefit

The assessment cost for each parcel is determined by the front linear footage of the property, multiplied by the applicable rate for that parcel. If the property faces more than one street or alley, the cost is determined by the linear footage of the longest side facing a street/alley plus 10 percent of the rest of the sides facing a street/alley, multiplied by the rate. Rate of assessment is determined by zone. The rates are determined by the quantity of street lighting in each zone, spacing frequency being most intense in commercial zone and least intense in residential zones and near public properties. This method of apportionment ensures that properties are not assessed in excess of the proportional special benefit conferred.

PART E

PROPERTY OWNER LIST & ASSESSMENT ROLL

The total proposed assessment for Fiscal Year 2023-2024 and the amount of proposed assessment apportioned to each lot or parcel within the District, as shown on the latest roll at the County of Los Angeles Assessor's Office, are contained in the Assessment Rolls and the description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are, by reference, made part of this Report.

The included tracts of land have been subdivided into four zones, with each of subject lots benefiting from the improvements being maintained. Therefore, the costs associated with the street lighting within and directly adjacent to each tract, as shown in Part B of this report will be apportioned to pay in accordance with the property frontage within each zone.

PART F

FINANCIAL STUDY

Staff has performed a financial study of the District for the 2023-2024 FY to ensure that the maintenance and improvement costs for the district were funded appropriately.

In FY 2009-2010, through Prop. 218, the City of Gardena approved increased assessments for the District as indicated in the summary below. Additionally, the study recommended adjustment of future annual assessments as needed, per the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Long Beach, and Anaheim Areas, not to exceed 50% of operating reserves. The actual assessments levied in any fiscal year will be approved by the City Council. Please see "Appendix A" for a copy of the detailed Financial Study for the District.

Since the increase in the assessments was approved, benefit areas within the District will continue to be maintained at the highest service levels. The proposed increase includes language to adjust assessments per the CPI, future votes regarding this annual increase will not be needed; however, each year staff will present the annual Engineer's Reports with the recommended assessment amount. For FY 2023-2024, an increase of 5.8% is recommended.

LIGHTING ASSESSMENT DISTRICT

	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
CPI RATE INCREASE		N/A	Actual	Actual	Actual	Actual	Actual	Actual
PERCENTAGE ASSESSMENT RATE INCREASE		28.00%	1.8554%	1.4056%	2.09%	1.96%	.7737%	.726%
APPROXIMATE ASSESSMENT (ANNUAL) X 1,000	\$485	\$620	\$627	\$636	\$649	\$658	\$661	\$665

	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY22-23	FY23-24
CPI RATE INCREASE	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
PERCENTAGE ASSESSMENT RATE INCREASE	3.1%	2.1%	3.5%	3.2%	3.4%	0.9%	7.5%	5.8%
APPROXIMATE ASSESSMENT (ANNUAL) X 1,000	\$682	\$696	\$720	\$746	\$771	\$778	\$837	\$886

OPERATING EXPENDITURES

The following information describes the types of costs associated with maintaining the District, as well as information regarding the proposed rate increase. The financial study projects the expenditures and revenues through Fiscal Year 2023/2024.

CPI – Annual Increase According to Need

In FY 2009-2010, the City approved a recommended scaled increase in assessments to occur over a two year period for the District. After the initial scaled increase, the assessments are increased annually per the CPI on an as needed basis (0.9% per year for the study). Should the district reach a reserve level not-to-exceed 50% of operating revenues, the assessment will not be increased per the CPI for the year. Each year, the City will evaluate the reserves and the expenditures, and inform the residents whether or not an increase per the CPI will be necessary for the upcoming year.

Maintenance Upgrades/Projects

The line item in the proposed budget and financial study for “Maintenance Upgrades/Projects” includes any new projects such as new conduits, wiring, lights, or poles, etc. that can be scheduled for the upcoming year. Often, City staff receives input from residents on any projects that a district may like to see completed. The proposed budget includes an estimate for these projects, and if the amount actually spent each year is less than the estimate, the remaining balance returns to the District’s reserve fund. Should the amount exceed the estimate, then the funds needed would be taken from the reserve fund.

Reserve Fund

Any remaining funds not used from the previous year are added to the District’s reserve fund. The reserve fund should have sufficient funds available to lessen the fiscal impact of any unforeseen expenditures. Staff is recommending that the district maintain a healthy reserve balance of an amount not-to-exceed 50% of the total annual assessments.

APPENDIX A

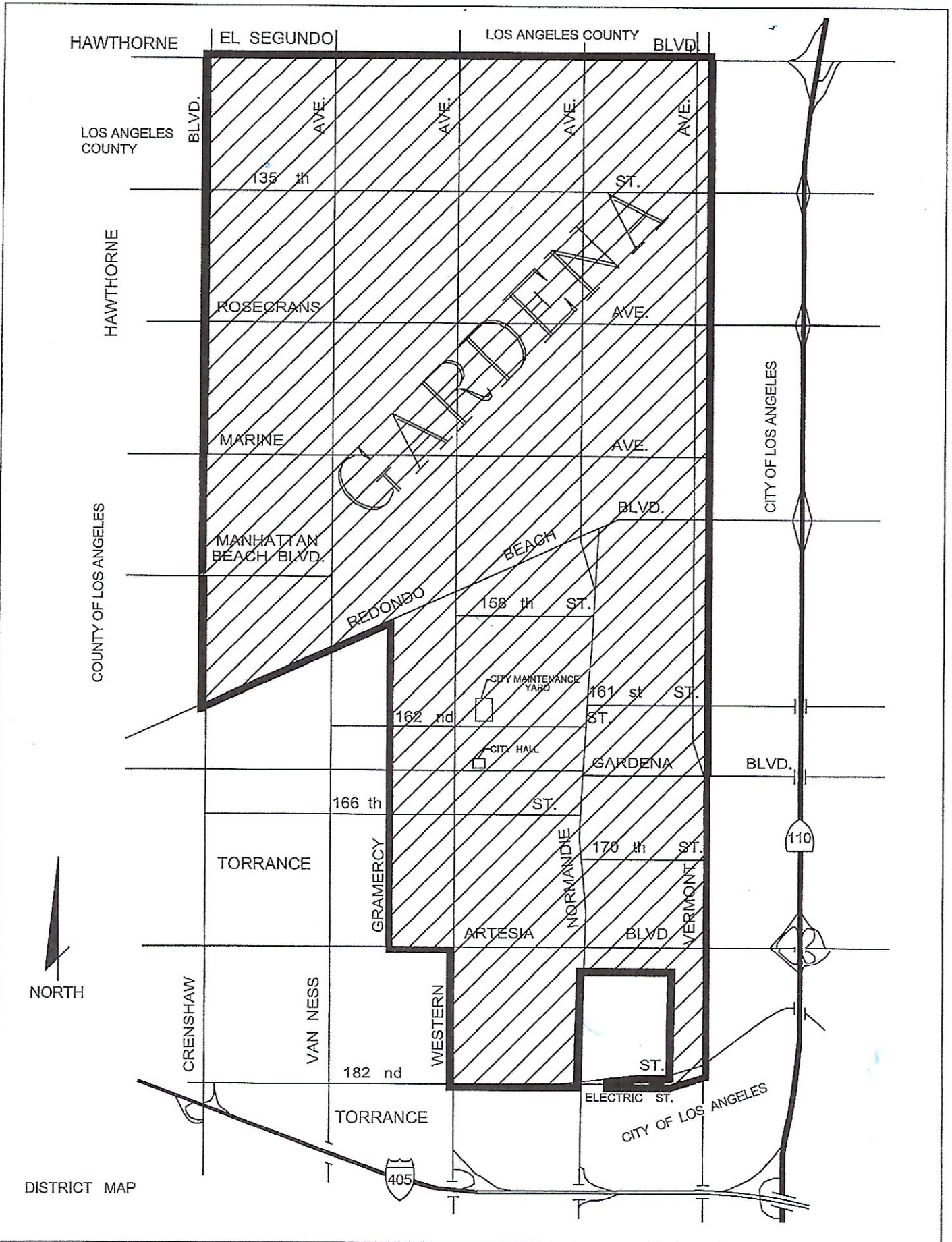
FINANCIAL STUDY DETAIL

ESTIMATE OF COSTS*
2023-2024

UTILITY-OWNED SYSTEMS	
(LS-1) Energy Cost	\$688,287
CITY-OWNED SYSTEM	
(LS-2) Energy Cost	<u>\$30,775</u>
SUBTOTAL	\$719,062
FUEL CONTINGENCY (5%)	<u>\$35,953</u>
SUBTOTAL	\$755,015
OVERHEAD	\$41,015
OTHER PROGRAM EXPENSES	\$37,419
CAPITAL OUTLAY	\$51,616
CONTINGENCY	<u> </u>
TOTAL ESTIMATED COST OF STREET LIGHTING DISTRICT	\$885,065

* Expenses are provided by the City of Gardena Finance Department

CITY OF GARDENA



ALLEN ENGINEERING SERVICES, Inc. Planning Department DISTRICT MAP 2010 2011

DISTRICT MAP

RESOLUTION NO. 6616

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR THE GARDENA CONSOLIDATED STREET LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-2024, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS UNDER THE GARDENA CONSOLIDATED STREET LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-2024 AND SETTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO (PUBLIC HEARING: May 23, 2023)

WHEREAS, the City of Gardena, California previously established the Gardena Consolidated Street Lighting Assessment District, and;

WHEREAS, on Feb. 28, 2023, the City Council of the City of Gardena, California, adopted Resolution No. 6614 that requires City Council to direct the City Engineer to prepare and file a report according to the provisions of the "Landscaping and Lighting Act of 1972" of the California Streets and Highways Code, Division 15, Part 2, for assessments to be levied upon and collected through the Gardena Consolidated Street Lighting Assessment District for fiscal year 2023-2024, and;

WHEREAS, the Engineer's Report bearing the date of April 25, 2023, was prepared and filed with the City Clerk in conformity with the provisions of the California Streets and Highways Code, and contains an estimate of the revenues and costs of the improvements, a diagram for the assessment district, and an assessment of the estimated revenues and costs of the improvements, and;

WHEREAS, the City Clerk has presented the Engineer's Report to the City Council, and said Council has examined and considered the Engineer's Report and is satisfied with all the items contained in Engineer's Report, and;

WHEREAS, the Engineer's report further identifies the need for an annual cost of living adjustment for Fiscal Year 2023-2024 in order to meet that year's costs of operations and maintenance, said adjustment to be made in an amount not to exceed the annual increase over the previous year in the All Items Consumer Price Index (CPI) in the Los Angeles-Long Beach-Anaheim, CA area, and;

WHEREAS, the proposed assessment and the cost of living increase was authorized in fiscal year 2009-2010 through an assessment ballot (Prop. 218) proceeding by mailed ballots in accordance with Section 53753 of the Government Code and Section 4000 of the Elections Code

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

RESOLUTION NO. 6616

SECTION 1. The Engineer's Report bearing the date of April 25, 2023, was prepared and filed with the City Clerk in conformity with the provisions of the California Streets and Highways Code, Division 15, Part 2, Landscaping and Lighting Act of 1972.

SECTION 2. The City Council approves the Engineer's Report as filed and sets a public hearing for Tuesday, May 23, 2023 at 7:30 p.m. in the Gardena Council Chambers, 1700 West 162nd Street, in the City of Gardena, California to consider the levy and collection of the assessment for the Gardena Consolidated Street Lighting Assessment District for Fiscal Year 2023-2024 inclusive of an annual cost of living adjustment of 5.8%

SECTION 3. The City Clerk or designee is authorized and directed to give notice of the hearing in time, form and manner as required by the California Streets and Highways Code, Division 15, Part 2, Landscaping and Lighting Act of 1972.

SECTION 4. That this Resolution shall be effective immediately.

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

Passed, approved, and adopted this 25 day of April, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez

CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 18.A
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: April 25, 2023

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

AGENDA TITLE: Approve Contract with Pulsar Advertising, Inc. for Design and Branding of New On-Demand Transit Service in the Amount of \$85,138

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Contract

RECOMMENDATION AND STAFF SUMMARY:

GTrans currently operates six routes across its service area, including its most recent addition, the Sunday-only Line 7X service to the Inglewood Sports and Entertainment Complex and SoFi Stadium. GTrans continually reviews and analyzes its services. In 2018, GTrans participated in a full Line by Line Analysis through which our consultants identified some areas for improvement including on-time performance, frequency, technology, service duplication, addressing unproductive segments and improving brand awareness. One of the recommendations was the introduction of an on-demand transportation solution, which could be an effective way to cover geographies now served by underperforming traditional fixed routes, such as GTrans' Line 4. This may be a good solution for increasing productivity and providing better service to major destinations within the City of Gardena.

GTrans is planning to develop a new, on-demand transit service that will run within the City of Gardena. Through this service, GTrans will run two programs under one new, branded service: the on-demand service for the general public and the current paratransit program. Under both programs, this service will offer rides to top attractions in the City of Gardena including markets, medical facilities, parks, and City Hall using small vehicles and cutaway vans. This service will compliment GTrans' current fleet of services and give individuals the flexibility to ride to places within Gardena that are not currently accessible by our current routes. This new service will operate differently than GTrans' fixed route service and will require separate branding to help distinguish the service. As such, GTrans wishes to engage a professional marketing and advertising firm to help develop the brand and look of our new service, including the name, logo, vehicle livery, bus stop signs, and graphics.

GTrans wishes to hire Pulsar Advertising, Inc, who was instrumental in building the GTrans brand identity, including its logo, bus livery and brand standards in early 2014. Pulsar is very familiar with the GTrans branding guidelines and goals, helping to develop concept designs that align with the branding including designs for GTrans' 75th Anniversary, new service

initiatives that took place in 2015 and 2016, the two City of Gardena Hometown Trolleys that joined the GTrans fleet in 2021, and GTrans Line 7X Stadium Express to the Inglewood Sports and Entertainment District and SoFi Stadium.

Over the years, the partnership GTrans' has had with Pulsar has been invaluable. Pulsar, headquartered in Los Angeles with offices across the nation, is a full-service, customer-centric advertising and marketing agency with experience working with other on-demand transit services including helping LA Metro name and brand its Metro Micro service. Pulsar also has significant transit-specific experience helping with the branding of LA County's Foothill Transit, Washington D.C.'s Metro Way, The DC Circulator, Santa Monica's Big Blue Bus, and New York's LaGuardia Link.

Therefore, staff respectfully requests that the City Council approve a professional services agreement with Pulsar Advertising, Inc. for GTrans' design and branding of a new on-demand transit service for \$85,138.

FINANCIAL IMPACT/COST:

GTrans has eligible funding within the FY23 and FY24 approved budgets for this project. There is no impact to the General Fund.

ATTACHMENTS:

[Contract with Pulsar - MicroTransit Branding.pdf](#)

[Pulsar - Past Design Examples.pdf](#)

APPROVED:



Clint Osorio, City Manager

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
PULSAR ADVERTISING, INC.

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

1. Recitals.

A. City is desirous of obtaining brand development and design services for GTrans' MicroTransit Service.

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

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

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in Consultant's proposal, and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.

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

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

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

5. Consultant's Proposal. This Agreement shall include and incorporate therein Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of

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

7. Compensation. Compensation for the Services shall be billed as set forth in Attachment A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

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

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

C. Unless for cause, Consultant may not terminate this Agreement.

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

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

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

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

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

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

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

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

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

14. Use of Materials.

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

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

15. Confidentiality. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that

relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

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

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

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

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

17. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

18. Legal Requirements.

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

B. Consultant warrants that it shall perform the services required by this Agreement in

compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreements.

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

19. Conflict of Interest and Reporting.

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

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

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

21. Insurance.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and

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

3. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

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

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing

payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

22. Indemnity.

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

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

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

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

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

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

25. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena – GTrans
Attn: Rachel Yoo
13999 S. Western Avenue
Gardena, California, 90249
Email: ryoo@gardenabus.com

Pulsar Advertising, Inc.
Attn: Jim Wright
12100 Wilshire Blvd. Suite 1980
Los Angeles, California, 90025
Email: jwright@pulsaradvertising.com

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

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

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

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

29. Entire Agreement. This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will 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. Joint Drafting. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

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

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

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

CITY OF GARDENA

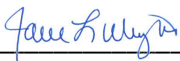
By _____

Tasha Cerda

Mayor


Date _____

ACCEPTED: PULSAR ADVERTISING, INC.

By 

Date 4/10/2023

APPROVED AS TO FORM:



Carmen Vasquez

City Attorney



GTrans Micro Transit Branding Proposal

Prepared by Pulsar

March 9, 2023

GTrans is preparing to introduce an on-demand transit service to serve the City of Gardena and seeking brand development and design. This new on-demand service will be combined with the existing paratransit service currently named Special Transit. The fleet will include a total of 8 vehicles using 3 different models.

Our Approach

Pulsar understands that branding is a crucial aspect of any transit service. As part of our commitment to ensuring that this new service stands out in the market, we will use our comprehensive brand development process.

Our process is designed to ensure that we create a brand that captures the essence of your transit service and resonates with your target audience. Here's a brief overview:

1. **Kickoff Meeting:** Given that Pulsar and GTrans have an extensive history, we'll build on all we already know about GTrans' service, staff, service areas, and goals. The first step in our process is to build on that understanding of this new service. We will work closely with you to identify your unique selling proposition, target audience, and the key features and benefits of your service. This information will help us develop a brand that accurately represents the service and appeals to your target audiences.
2. **Creative Brief:** We'll use this tool to assemble the information we collect from the kickoff meeting. We'll also take into account any specific requirements or preferences you have. Once we have a draft of the creative brief, we'll present it to you for review and feedback. We'll work with you to revise the brief until it accurately reflects your vision for the service branding. The creative brief is an important document that guides the entire conceptual and production process, so we want to make sure we get it right. We won't proceed with logo development until we agree that all of the important aspects of this effort have been included.
3. **Name, Logo, Livery Concepting:** The visual identity of the new service is an essential part of the brand. We will work with you to capture the essence of the service and appeal to your target audiences. This can be both the most fun and most challenging part of the branding process!

4. **Design Execution and Refinement:** Once we've narrowed the field down to your favorites, we'll take your preferred 2-3 options and further tweak per our discussion of the brand goals and how each name and livery design fits the service. We'll meet again to review and select one that fits best. We will then apply to all three vehicle models. **We will need vector files of vehicle schematics from each vehicle manufacturer.** Typically the vehicle schematic needs to be repurposed/redrawn to apply digital artwork for each vehicle. Once livery design is complete, we will provide designs with call-outs (colors, fonts, measurements) for each vehicle. We will coordinate and consult with the livery application vendor as needed.
5. **Additional Elements:** Once the branding is complete, we will develop social graphics and an interior card for general marketing.

Scope of Work Includes:

Brand Design of Micro Transit vehicles to include:

- Name/Logo Design Concepts
- Redrawing schematics for design application (3 models)
- Livery Design (3 vehicle models)
- Coordination with livery vendor
- Photoshoot of newly designed vehicles (360 degree photos of each of the 3 vehicle models) to be used for marketing and communications
- Flag/Stop Signage Design – two versions: 1) Bus Stop 2) Non-bus stop signage
- Updated Brand Guidelines, possible secondary color palette
- Graphic design and copy for interior card in English and Spanish*
- Development assets for Facebook and Instagram use*

*These elements do not include campaign concept or development; social media graphics and interior card components will be graphic design-based. We assume these components will include hi-res photos of the completed designed vehicle(s).

Deliverables Include:

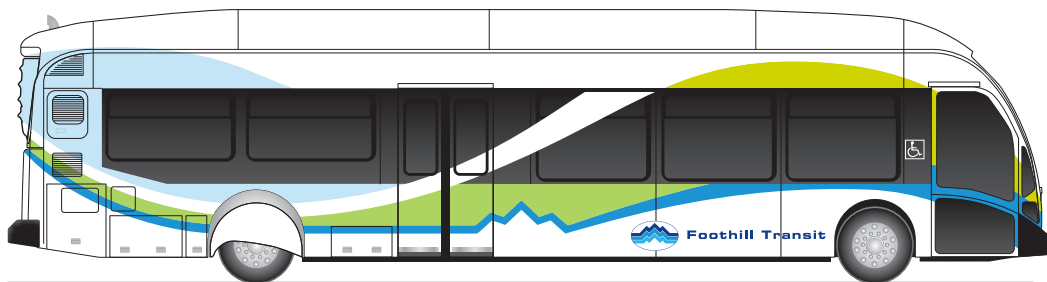
- Creative Brief for client input/approval
- Name concepts; 2 rounds of revisions
- Vehicle Concepts for review/selection
- Narrowed down livery design revisions; 2 rounds
- Flag/Signage Design
- Application of livery design to 3 vehicle models
- Livery and signage production final files
- Updated Brand Guidelines
- Social media post graphics (does not include copy)
- Interior card production files (English and Spanish)

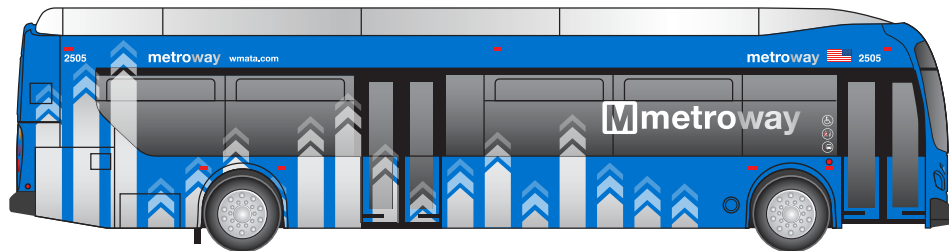
Budget:**GTrans + Pulsar Advertising****Micro Transit Branding**

Branding			
Classification	Hourly Rate	Hours	Cost
<i>Account Service</i>			
Sr. Account Planner	141	4	\$564
Account Management	126	130	\$16,413
Account Executive	113	60	\$6,753
Account Coordination	55	20	\$1,093
Account Service Subtotal		210	\$24,823
<i>Creative</i>			
Executive Creative Director	169	24	\$4,052
Creative Direction	141	40	\$5,628
Copywriting	124	120	\$14,857
Art Direction	124	240	\$29,714
Production Management	113	45	\$5,065
Creative Subtotal		469	\$59,316
Total Labor		679	\$84,138
Stock photography			\$1,000
Direct Cost Total			\$1,000
<i>Proprietary and Confidential</i>		Total Costs	\$85,138

BRAND
DEVELOPMENT
& PASSENGER
INFORMATION
SAMPLES







Metro, Washington DC BRT Branding

Objective: Develop a distinctive brand name and look for a new type of premium bus service.

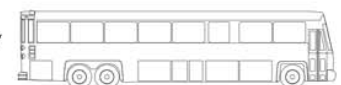


Santa Monica's Big Blue Bus Comprehensive System Graphics Program

Objective: Improve brand identity, passenger information systems and overall system awareness and ridership.



40' x 12'



Tyson's Express / Connector Branding

Objective: To develop a comprehensive branding program for new bus operations serving Tysons Corner Virginia.

ART arlington transit

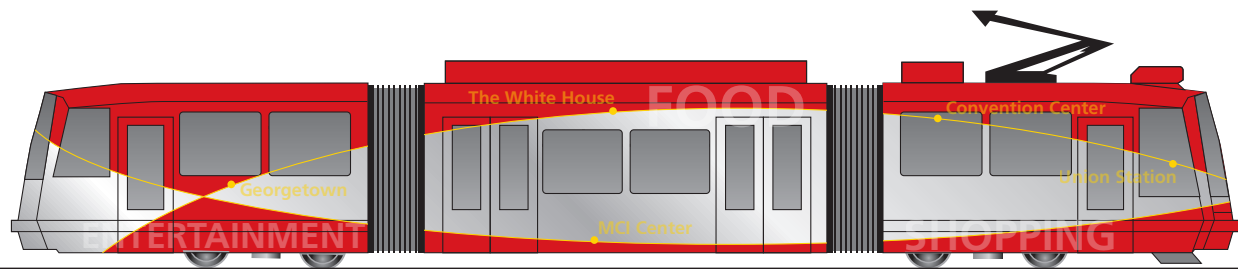
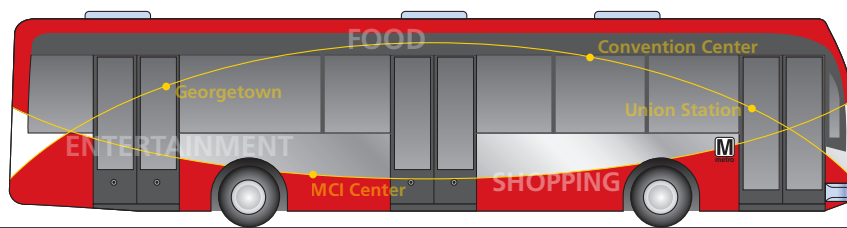


Arlington System Graphics

Objective: To introduce and brand a new local commuter system.

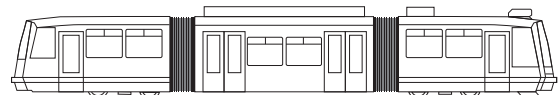
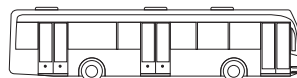
2' x 10'
30' x 10'



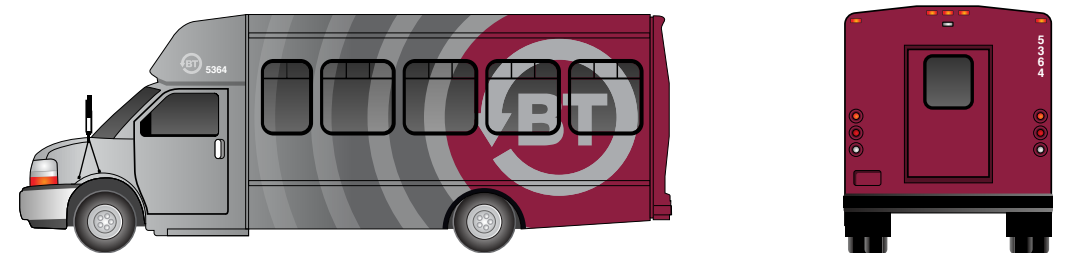
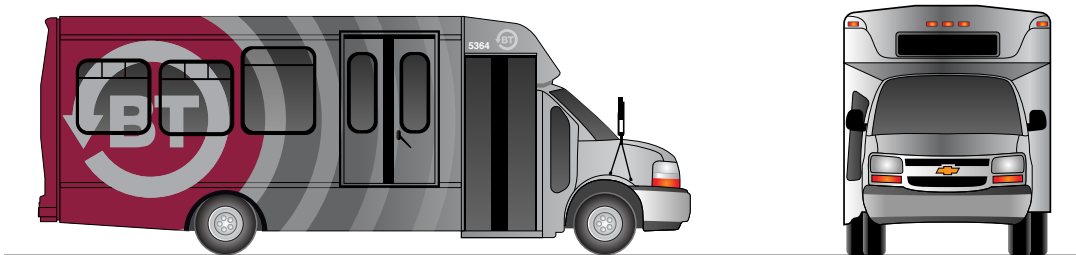
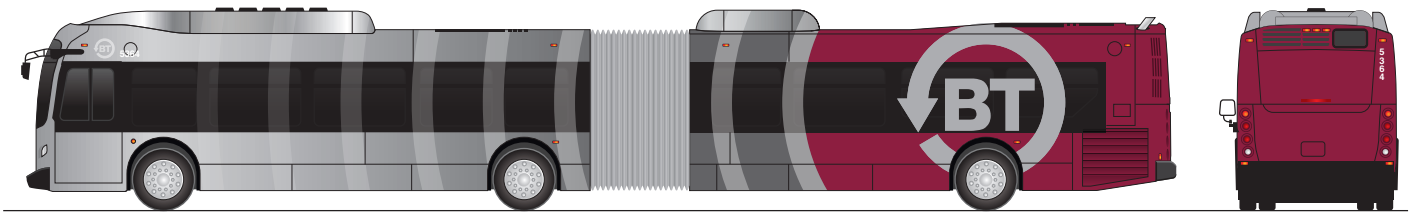
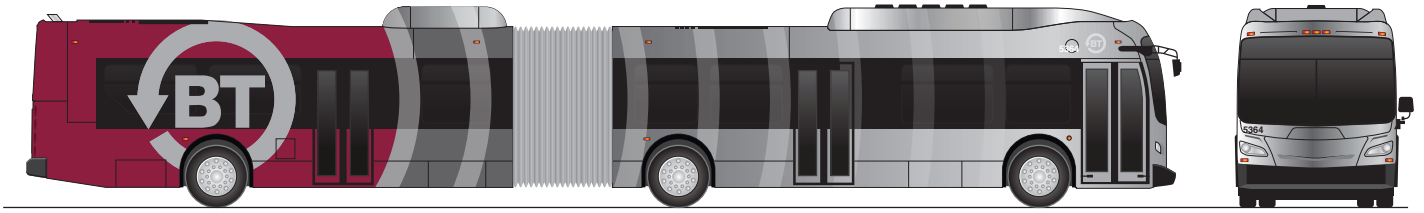


DC Circulator Fleet Design

40' x 12'
80' x 14'



Objective: To create an appealing and modern looking system to service the city of Washington DC.
 Note: Craft a distinctive brand for a new Washington, DC transit system that reflects the city's spirit, culture and personality.
 We worked hand in hand with Industrial Design agency to come up with look and feel that would work for the DC business community.

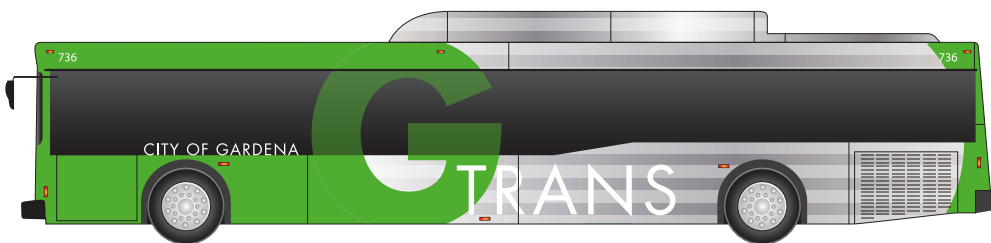
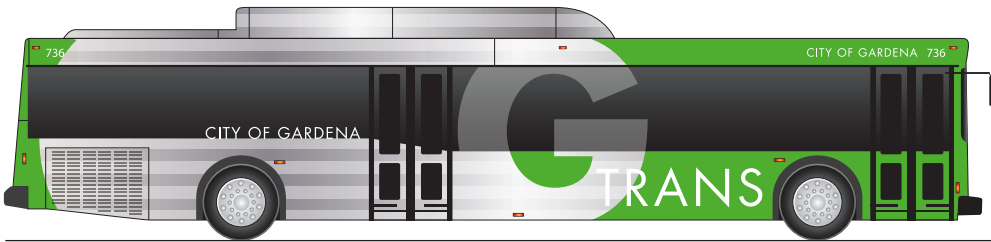
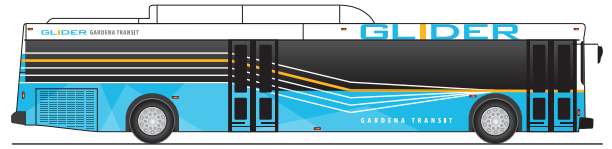
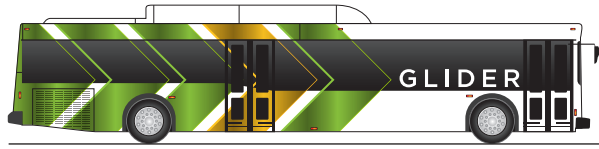
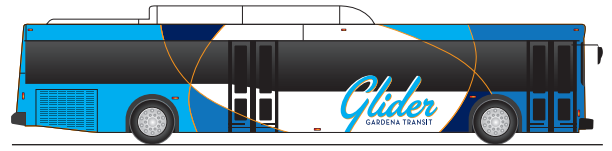
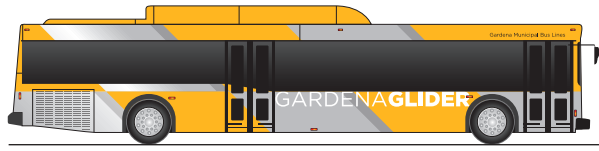
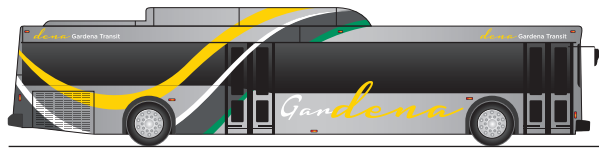


Blacksburg Transit – Livery Design

Objective: Refresh/redesign the Blacksburg Transit bus fleet

LaGuardia Link





City of Gardena Transit System Branding

Objective: Update an outdated graphic branding for the city's transit system. Make it feel modern, clean, environmental and friendly.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 18.B
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: April 25, 2023

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

AGENDA TITLE: Approve Contract with Anser Advisory for Owners Representative Services in the Amount of \$289,960 and a project total of \$362,450

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Contract

RECOMMENDATION AND STAFF SUMMARY:

As part of the Fleet Plan approved by the City Council in February 2017, GTrans is pursuing a mixed fleet of Compressed Natural Gas (CNG) and electric buses. As part of the plan, GTrans is in the final stages of constructing a CNG fueling station and has been in the planning stages for an electric charging station. The charging station will be accompanied by an expansion of solar panels and battery storage help reduce reliance on the energy grid and offset energy costs during peak periods.

In support of its Solar Energy Generation / Bus Fueling Infrastructure Project, GTrans determined a need for technical expertise, guidance and project management assistance for its complex projects. The Owners Representative will also assist with developing the appropriate procurement solicitation documents for each component of the project, and coordination with Southern California Edison (SCE) on the ChargeReady program through which the charging station will be constructed. GTrans issued a Request for Proposals (RFP) in January 2023 from qualified firms to provide Owners Representative Services. The RFP was advertised using PlanetBids, which notified 388 firms, including 66 Disadvantaged Business Enterprises (DBE), 72 Minority Business Enterprises (MBE) and 41 Women Business Enterprises (WBE). In addition, the solicitation was advertised in the Daily Breeze, Gardena Valley News (GVN), Transit Talent, several transit professional organizations, and over 80 minority and small businesses and professional organizations.

Following a pre-proposal meeting and job walk, five proposals were received from qualified firms: Anser Advisory, Burns Engineering, MARRS Services, The LeFlore Group, and TY Lin International. The proposals were evaluated based on qualifications of the firm, qualifications of key personnel and past experience, work plan, and cost. Following a comprehensive review of the proposals and reference checks, Anser Advisory received the highest score. Anser's proposal was the lowest cost, and following an analysis, GTrans determined their proposal to be fair and reasonable. In addition to their impressive qualifications and proposed work plan,

Anser Advisory had significant experience working with Southern California Edison, which is directly related to GTrans' project.

This contract will be done on a time and materials basis, at a contract cost not to exceed \$289,960. GTrans is requesting a project contingency of 25 percent, or an additional \$72,490 to accommodate any unforeseen expenditures that may arise. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management. GTrans respectfully recommends that the City Council approve an award of a contract to Anser Advisory in the amount of \$289,960, and a program total not to exceed \$362,450, which includes a 25 percent contingency.

FINANCIAL IMPACT/COST:

GTrans has eligible funding within the FY23 and FY24 approved capital budgets for this project. There is no impact to the General Fund.

ATTACHMENTS:

[RFP 2022-03 Anser Advisory Proposal.pdf](#)

[RFP 2022-03 Contract Package with Anser Advisory.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

CITY OF
GARDENA



REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF GARDENA GTRANS
OWNER'S REPRESENTATIVE SERVICES

FEBRUARY 24, 2023

ANSER
ADVISORY

📍 2677 NORTH MAIN STREET
SUITE 400
SANTA ANA, CA 92705

☎ 714.276.1135

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FIRM QUALIFICATIONS	01
KEY PERSONNEL	03
WORK PLAN	37
PAST PERFORMANCE	45
REQUIRED FORMS	-

TRANSMITTAL LETTER FORM



FORM B
TRANSMITTAL LETTER FORM

City of Gardena GTrans
Dana Pynn, Transit Administrative Officer
13999 S. Western Ave.
Gardena, CA 90249

1. Proposer acknowledges receipt of RFP 2022-03 and Addenda No. (s) 1, 2
2. Proposer acknowledges its familiarity with requirements defined in Scope of Services.
3. This offer shall remain firm for 180 days from the RFP close date.
(minimum 120)

Company Name: Anser Advisory Consulting


Address: 2677 N. Main Street Suite 400, Santa Ana, CA 92705

Telephone: 737 895 1860

Print Name/Title: ADAM SHAW, CHIEF DELIVERY OFFICER

E-mail: ADAM.SHAW@ANSERADVISORY.COM

Date Signed: 2/14/2023

Signature: 

FIRM QUALIFICATIONS



Anser Advisory Consulting, LLC dba Anser Advisory (Anser) is a national program management, project/construction management and engineering consulting firm with 30 years of experience managing projects for public agencies in Southern California. Anser offers a broad range of services from strategic management consulting, enterprise transformations, program definition and funding, to the tactical execution, management, and closeout of individual projects. We operate nationally, with a diverse, talented staff of over 1,200 professionals; however, **we leverage our local offices to support Southern California clients**, including offices located in Santa Ana (main office), Glendale, San Diego, and Palm Desert, possessing over 185 employees including project managers, construction managers, technical advisors, energy engineers, resident engineers, professional engineers, inspectors, schedulers, cost estimators, architects, management consultants, financial analysis, procurement specialists, system configuration specialists, and construction auditors. Currently, Engineering News Record (ENR) ranks Anser as Number 15 in the Top National 50 Program Management Firms and Number 20 in the Top National 100 Construction Management Firms. In less than two years, Anser has evolved into one of the top program and construction management providers in the U.S., having performed over \$40 billion in capital program management nationwide. Our success stems from out-of-the-box thinking and celebrating team collaboration in identifying innovative solutions to project delivery. **We are committed to partnering with GTrans to help execute complex energy projects which will reduce operating cost and your impact on surrounding communities.**

KEY DIFFERENTIATORS

As the demand for clean electric power generation and transportation becomes more of a reality through regulatory reform, legislation, and technology advancements, Anser is working side by side with utility clients and public agencies to create a future that reduces greenhouse gas emissions, increases resiliency, and promotes the sustainability of a healthy environment. With more than 60 full-time employees supporting utilities and transit agencies, we are well positioned to assist with power generation, transmission, distribution, and end-use projects.

GTRANS EXPERIENCE

Anser has an established relationship with GTrans and was selected to provide construction management and inspection services for the installation of six electric vehicle (EV) charging stations with the infrastructure to charge up to 12 buses. The project was put on hold in June 2018 by the City of Gardena due to their application to Southern California Edison (SCE) for the Charge Ready Transit Bus Program. More recently, Anser worked with GTrans to provide project management support for the initial steps of the battery electric bus project - including coordination with MOEV, the development of conceptual layouts, and recommendations. Anser currently working as the Construction Manager / Construction Inspector for the City's remodel of the dispatch building and reroof of the fire station. This familiarity gives our team a leg up in understanding how the City works including contacts within City Engineering and permitting as well as coordination experience with the GTrans IT team.

OVERVIEW OF SERVICES

Construction Management
 Program Management
 Project Management
 Quality Assurance / Quality Control
 Cost Estimating
 Project Controls
 Utility Management
 Contract Administration
 Energy and Sustainability

WHO WE ARE

1,200+

National Professionals

200+

Local Southern California Professionals

2,000+

ZE Infrastructure Equipment Designed & Constructed

COMPANY ORGANIZATION

Limited Liability Company

CALIFORNIA DIR REGISTRATION

PW-LR-1000806764

YEARS OF BUSINESS

5

(Currently as Anser Advisory Consulting, LLC)

26

(Previously as Simplus)



EXPERTISE OF KEY PERSONNEL

Led by **David Lazerwitz**, Anser's Clean Mobility, Energy and Sustainability Construction Director, and advised by **Adam Tobin**, Senior Vice President of Clean Mobility, Energy and Sustainability, as well as supported by **Steve Clarke**, Anser's Vice President of Clean Mobility, Anser offers a team experienced in owner's representative services, including feasibility and construction oversight of renewables and transportation electrification projects. As interest in electrification and distributed renewable energy resources continues to accelerate, Anser is working with utilities, cities, and transit authorities to help them design and implement intentional projects while ensuring emissions reductions, reliability, and resiliency.

SCE COORDINATION

Anser has extensive experience coordinating utilities work and understands the challenges and complexities with coordinating and bringing new service to a project. We have provided services directly to SCE since 2016, including direct experience with interconnection and charge ready providing us a unique insight into their organization, procedures, personnel, and how they think and operate.

TRANSPORTATION ELECTRIFICATION

GTrans is moving towards an electric fleet and needs an owner's representative who is aware of the unique challenges associated with this rapidly growing technology. Anser has worked on advancing EV infrastructure with major utilities and public sector clients for light, medium, and heavy-duty vehicles. Our electrification experience on the SCE Charge Ready Program, SCE Fleet and Employee Charging Program, Anaheim Transportation Network Electric Bus Operations and Maintenance Facility, City of Fairfield Electrification Master Plan, Grossmont Union High School District and Chaffey College make us an ideal partner for GTrans throughout the electrification transition.

OUR TEAM OF EXPERTS

Anser is proposing a single-sourced and unified team representing some of the industry's best clean mobility, sustainability, design and project management professionals. Our team provides a spectrum of highly skilled and industry-leading resources to the City of Gardena for Owner's Representative Consulting Services for GTrans Modernization and Electrification Projects. With the addition of UltraSystem's support, each of our firms brings a history of excellent service on similar and relevant programs and projects. We have significant working relationships with our team of subconsultants on similar scopes of work and we are confident in our abilities to deliver the highest quality work product.



UltraSystems is a woman owned, full-service planning and environmental consulting firm that serves public and private sector clients throughout California. Founded in 1994, UltraSystems is headquartered in Irvine, California, with a satellite office in Grass Valley, and has provided similar environmental support services for many

cities, counties, and districts over its extensive project experience. UltraSystems employs a multidisciplinary team of 42 full-time talented and experienced urban and environmental planners, scientists, archaeologists, biologists, geologists, hydrologists, engineers, GIS specialists and support staff to perform environmental analysis and monitoring, CEQA/NEPA document preparation, permit processing and compliance monitoring, technical studies, and construction environmental compliance to satisfy environmental laws and regulations, from initial project planning through construction. For over 28 years, UltraSystems has provided consulting services and prepared over 7,000 environmental reports, engineering studies and other technical studies for its clients to ensure applicable local, State, and federal laws and regulations are compliant as it relates to the potential impacts a project may have on the environment.

KEY PERSONNEL



OUR TEAM

Our team of experts has been specifically selected and assembled with your needs in mind to ensure the appropriate resources are available for the duration of this project. Anser and UltraSystems possess extensive local project management and owners' representative services knowledge while simultaneously leveraging specific transit and municipal sector and zero emissions program experience and capabilities. The below organizational chart illustrates the proposed structure and roles of our proposed team members. Full resumes have been included in the following pages.





ADAM TOBIN

EXECUTIVE SPONSOR



EDUCATION

Master of Business Administration, York University, Toronto, ON, Canada

Bachelor of Engineering, Mechanical Engineering, Memorial University, St. John's, Newfoundland

LICENSES / CERTIFICATIONS

OSHA 30-Hour Safety Certification

EXPERIENCE

Years of Experience:

14

Years with Firm:

5

Adam Tobin brings over 14 years of experience managing the strategy, development and execution of complex, high-profile electrical infrastructure projects including EV charging infrastructure and utility scale renewable energy projects in both the wind and solar sectors. He is familiar with a variety of procurement methods including design-build; engineering, procurement, and construction (EPC); and public-private partnership (P3). He has held progressively senior roles throughout his career and has extensive experience in project strategy and planning, constructability reviews, construction management, project management, project estimation, contract administration, risk mitigation and management, project controls, change order management, and stakeholder relations on projects totaling \$1.5 billion. His strong operations background coupled with his Master of Business Administration (MBA) gives him unique knowledge and insight into streamlining operations and increasing business effectiveness. Adam is a versatile leader with a high business acumen who can take on any project and make it a success through effective planning, risk mitigation, and efficient execution.

REPRESENTATIVE EXPERIENCE

Hawaiian Electric, Electric Vehicle (EV) Rate Design, Make Ready Infrastructure Pilot Program and DC Fast Charging Program, Honolulu, HI

Adam managed a team to develop a Make-Ready EV Infrastructure Pilot Program and a DC Fast Charging Program for Hawaiian Electric to accelerate the adoption of electric buses and light duty electric vehicles across all Hawaiian Islands through development of make-ready infrastructure funding and strategic placement of a public DC fast charging network. Work involved supporting the development of the proposed pilot programs for each island, assessing target customer eligibility, developing Business Case Scenarios, and defining key performance indicators, key learning, and reporting guidelines. Infrastructure was specifically focused on increasing adoption of EVs in multi-unit dwellings and funding was targeted at developing DC Fast Chargers as a critical backbone of infrastructure, from which further private investment would complete the necessary EV scale up in Hawaii.

Southern California Association of Governments (SCAG), Electric Vehicle Charger Deployment Strategy, California

Adam led Anser's team to develop tools and evaluation criteria for 18 local jurisdictions to evaluate suitability of EV charger installations at specific locations. The Anser team developed an evaluation template, potential site layouts, and cost estimates for 100 potential sites to assist local governments prioritize where to install EV charging to best meet their individual needs and to qualify for available sources of local, state and federal funding.

Confidential Client, Zero Emissions Bus Value Chain Advisory Services, North America

Adam led Anser's team to provide Zero Emission Bus (ZEB) value chain advisory and strategy services to inform the client's future direction in the zero-emission bus space and as-a-service offerings. Work included developing a value chain map of the North American ZEB and charging infrastructure market, a comparison of processes used to procure internal combustion bus purchases and ZEBs, research and forecasting whether there would be combination of ZEB and supporting infrastructure procurements and how federal funding would shape future deployment of nationwide charging infrastructure and applicable funding models for different market sectors, both public and private.

ADAM TOBIN, EXECUTIVE SPONSOR

Southern California Edison (SCE), Charge Ready Phase Program, SCE Territories, CA

As Transportation Electrification Sector Manager, Adam provides project management support for the implementation of SCE's Charge Ready Phase 2 Program, covering a 50,000 square mile territory and targeting the installation of 38,000 EV chargers. Responsibilities include supporting site feasibility assessment for charger layout and quantity; reviewing A/E designs for charging station infrastructure constructability; preparing project delivery methods to ensure projects are completed on time and within budget; maintaining detailed Project Master Schedules and Project Plans; interfacing with stakeholders as necessary to ensure all document requirements are understood and incorporated into a completed product; supporting all stages of the systems development life cycle, including analysis, estimation, design, evaluation, demonstration, construction, testing, and implementation; ensuring project outcomes satisfy requirements and quality targets; and monitoring, measuring, and reporting on project progress to management and clients. Adam is also responsible for capacity planning, forecasting, and balancing of project resource needs.

Anaheim Transportation Network (ATN), Battery Electric Bus Operations & Maintenance Facility, Anaheim, CA

Anser is providing Owner's Representative Services to assist with the design-build project delivery process for a new \$13.25 million maintenance and operations facility to house operations, staff, maintenance, and facilities for 82 buses and electric bus charging infrastructure. As Charging Infrastructure Manager, Adam provides oversight and coordination on behalf of ATN to effectively balance cost, time, and quality; represents ATN at regular project meetings and advises on economical, efficient, and desirable development and construction procedures; tracks project related issues and follow-through; prepared a master budget and established a process for changes to be priced, submitted, reviewed, and added or subtracted from the project cost; reviews design documents for conformance to ATN's program; supports project programming and developed a program plan to outline project goals and objectives, area tabulation, room descriptions, systems narrative, site narrative, site diagram, and program blocking plan; serves as the main ATN contact with architects and engineers; monitors the incorporation of sustainable initiatives; monitors the contractor for compliance with contract requirements; performs the punch list in conjunction with the design and engineering firms; and monitors the progress and completion of identified corrective work.

City of Roseville Public Works Department, Roseville Transit Zero Emissions Bus Master Plan, Roseville, CA

As EV Infrastructure Specialist, Adam is responsible for supporting the zero emissions bus rollout and infrastructure planning and EV infrastructure needs assessment. He advised on both the charging strategy and the EV infrastructure CAPEX to mitigate demand charges. Adam also supports the EV charger technology assessment.

SCE, Work Management Integrated Work Planning, SCE Territories, CA

As Business Project Management Lead/Senior Project Manager for the implementation of SCE's new enterprise-wide Project Portfolio Management (PPM) System, Adam's responsibilities included leading project planning (scope, schedule, and budget), project initiation, project execution, and project closure by adhering to industry standards and processes; supporting all stages of the systems development life cycle including analysis, estimation, design, evaluation, demonstration, construction, testing, and implementation; ensuring project outcomes satisfied requirements and quality targets; monitoring, measuring, and reporting on project progress to management and clients; and assisting with change management and risk management. He was responsible for capacity planning, forecasting, and balancing project resource needs for business groups. Adam also led regularly scheduled project team meetings and provided executive sponsor updates on general status of project deliverables, milestones, and overall project work.



DAVID LAZERWITZ
CEM, PMP, LEED GA, ENV SP

PROJECT LEAD



EDUCATION

Bachelor of Arts, Biology & Environmental Issues, University of Virginia, Charlottesville, VA

Bachelor of Arts, Architectural History, University of Virginia, Charlottesville, VA

LICENSES / CERTIFICATIONS

Certified Energy Manager (CEM)
No. 26668

Project Management Professional (PMP) No. 3020957E1

LEED Green Associate (LEED GA)
No. 11279120

Envision Sustainability Professional (ENV SP) No. 23021

EXPERIENCE

Years of Experience:

15

Years with Firm:

3

David Lazerwitz offers over 15 years of experience in the energy consulting, project management, EV infrastructure planning, solar PV modelling and construction. He works with public and private sector clients including transportation agencies, utilities, and school districts to develop solar PV and battery storage feasibility studies, manage competitive procurements, and represent owners as a construction manager. David has personally overseen over 300 solar PV projects from feasibility through construction and close-out and brings experience from both the owner and contractor side of the table. His competencies include solar and energy storage feasibility studies, PV/battery energy storage system design and sizing, electrical rate analysis, RFP development and management, contractor selection, contract negotiation, contract and bid documents review, project cost evaluation and estimating, construction management, project management, constructability reviews, and program and policy development.

REPRESENTATIVE EXPERIENCE

Anaheim Transportation Network (ATN), Battery Electric Bus Operations & Maintenance Facility, Anaheim, CA

Anser is providing Owner's Representative Services to assist with the design-build project delivery process for a new \$13.25 million maintenance and operations facility to house operations, staff, maintenance, and facilities for 82 buses and electric bus charging infrastructure. The project integrates a 500-kW solar PV canopy and 2 MWh battery energy storage system to support an efficient and cost-effective EV bus charging strategy. As Charging Infrastructure Manager, David provides oversight and coordination on behalf of ATN to effectively balance cost, time, and quality; represents ATN at regular project meetings and advises on economical, efficient, and desirable development and construction procedures; tracks project related issues and follow-through; prepared a master budget and established a process for changes to be priced, submitted, reviewed, and added or subtracted from the project cost; reviews design documents for conformance to ATN's program; supports project programming and developed a program plan to outline project goals and objectives, area tabulation, room descriptions, systems narrative, site narrative, site diagram, and program blocking plan; serves as the main ATN contact with architects and engineers; monitors the incorporation of sustainable initiatives; monitors the contractor for compliance with contract requirements; performs the punch list in conjunction with the design and engineering firms; and monitors the progress and completion of identified corrective work.

Confidential Client, Zero Emissions Bus Value Chain Advisory Services, North America

The Anser team provided Zero Emission Bus (ZEB) value chain advisory services to inform the client's future direction in the zero-emission bus space and as-a-service offerings. Work included developing a value chain map of the North American ZEB and charging infrastructure market, a comparison of processes used to procure internal combustion bus purchases and ZEBs, research and forecasting whether there would be combination of ZEB and supporting infrastructure procurements and whether federal funding would adapt to this combined approach and the likelihood of expansion and the role of as-a-service offerings and procurement models for both public and private transit offerings.

DAVID LAZERWITZ, CEM, PMP, LEED GA, ENV SP, PROJECT LEAD

Southern California Edison (SCE), EV Fleet 2045 Pathway, SCE Territories, CA

Anser is part of the Southern California Edison Corporate Real Estate team developing the planning and execution of the Transportation Service Department 2045 Pathway Goals. The program consists of electrification of the SCE fleet including electric forklift charging, Job Site Energy Management System (JEMS), level 2 charging for half-ton and below fleet vehicles, Level 3 DCFC charging for heavy-duty/semi tractors. Anser provides support to execute the plan of installing chargers at over 150 facilities across SCE's 50,000-square mile territory. As Project Manager, David conducts site visits to develop conceptual infrastructure designs for evaluation. He also performs constructability reviews, evaluation, construction oversight, and site host coordination.

SCE, Charge Ready Program, SCE Territories, CA

As Construction Manager, David is currently responsible for overseeing construction of Edison-owned EV charging infrastructure on non-residential public, private and MUD properties. He manages schedule, billing, changes, and inspects and accepts work on behalf of the utility. He is a liaison with customers, architect/engineers, utility stakeholders, and general contractors to deliver EVSE infrastructure projects. Ready Pilot, Bridge, and Transport are public utilities commissions funded programs to install EV charging infrastructure for non-residential customers including workplaces, Multi-Unit Dwellings, fleets, and destination centers. Project funding supports make-ready infrastructure such as utility-side transmission, metering, transformers, panelboards, distribution circuits, and civil improvements.

Chung Tai Zen Center, Chung Tai Zen Center Solar Feasibility, Sunnyvale, CA

David was the subject matter expert responsible for weighing and ranking options for existing 40 kW rooftop PV system. Options included the removal and reinstallation after renovation work, the removal and replacement with new, and the removal and upgrade of inverter equipment. David completed a financial comparison of options by looking at historic system performance, existing condition, utility tariffs and options, and cost to provide guidance on the most beneficial path forward.

City of Fairfield, Corporate Yard Needs Assessment & Fleet Electrification Master Planning, Fairfield, CA

David was the subject matter expert responsible for the oversight of the corporate yard master planning for the transit and public works fleet electrification. He developed a maintenance facility assessment to identify modifications necessary to service an EV fleet. Included facility programming, systems review, and conceptual options. David also developed maintenance and operational training and tooling recommendations based on best practices and resources available to prepare staff for EV fleet deployment, drove client meetings, and managed subconsultant IBI for conceptual facility designs.

Long Beach Community Hospital, Long Beach, CA

David was the subject matter expert responsible for the development of a solar PV and BESS Feasibility Study. Hospital wanted to review backup power systems as well as on site energy generation as a part of the large-scale building renovations. He integrated information from the architect and construction management team to create a conceptual system design, model production, and evaluate lifecycle costs. Study recommendations were provided to the owner for review and decision-making.

Judicial Council of California, Statewide

David was the subject matter expert responsible for performing a Solar Feasibility Study at 25 courthouses throughout the state paired with battery storage features to shave peak demand from utility tariffs. David reconstructed baseline electricity costs from utility bills and 15-minute interval data to compare "business as usual" scenarios to solar only and solar + storage scenarios at each site. All scenarios were evaluated for financial feasibility using market project costs, multiple financing methods, utility rate selection/optimization, and operating costs. The resulting study provided clear, site-specific guidance on viable projects, risks, and recommendations.

DAVID LAZERWITZ, CEM, PMP, LEED GA, ENV SP, PROJECT LEAD

Green Dot Public Schools, Los Angeles, CA

David was the subject matter expert, project manager, and construction manager responsible for developing a Solar Feasibility Study, managing the competitive procurement, and overseeing construction of solar PV systems at three sites within the Green Dot charter schools. Solar feasibility included PV system production and financial modelling, grant and incentive identification and incorporation, and final design-build conceptual designs. He managed the competitive procurement, contractor selection, and contract negotiations for the projects. David continued in a Construction Manager capacity by representing the interested of Green Dot Schools of California. Activities included coordination of design reviews, construction oversight, punch list development, O&M contract negotiation, and project closeout.

Fullerton Joint Union High School District, Fullerton, CA

David was responsible for developing a Solar Feasibility Study for the school district. Baseline energy costs and usage were modelled using utility bills, 15-minute interval data, projected savings from recent energy efficiency projects, and future decommissioning of cogeneration assets. David developed conceptual PV canopy carport systems for all sites and modelled system production. Full financial analysis was completed on all sites to develop lifecycle costs for the installation and operation of PV assets, metrics reported include net present value, return on investment, levelized cost of energy, and internal rate of return. The study was used as the basis of a competitive design-build RFP. David administered the RFP, supported contractor selection, contract negotiation, and audited contractor PPA proformas and project lifecycle costs. His responsibilities included day-to-day coordination between subcontractors, the design team, client and local authorities. The outdoor venue included a 370-ton curved pipe trellis structure, stainless steel messenger cable system, a 620-ton segmented structural steel framework system, and 50,000 square feet of engineered aluminum panels and stainless steel cladding. The project was valued at \$17 million.



DANIELLE NELSON

ENGINEERING PROJECT
MANAGER



EDUCATION

Bachelor of Arts, International
Studies & Political Science,
University of California, San
Diego, San Diego, CA

Bachelor of Arts, Human
Development, Minor in Spanish
Literature, University of
California, San Diego, San Diego,
CA

Electrical Systems: Lighting and
HVAC-R, Willdan Clean Energy
Academy

LICENSES / CERTIFICATIONS

NALMCO CALT
EPA608 Type I

EXPERIENCE

Years of Experience:

1

Years with Firm:

<1

Danielle Nelson is a highly qualified assistant project management professional with the knowledge and experience providing energy usage data and distributed energy resource analysis for various programs. She has exceptional organizational skills, is self-motivated, and has effective problem solving experience. Danielle is also a driven collaborator and leader with a passion to continuously learn and acquire knowledge in her field.

REPRESENTATIVE EXPERIENCE

Anaheim Transit Network (ATN), Zero Emissions Bus Operations & Maintenance Facility, Anaheim, CA

Danielle is serving as Owner's Representative to support the design and construction of a new zero emissions bus operations and maintenance facility, administration offices, and electric bus charging infrastructure for ATN's 82 battery electric bus fleet. She is now the Owner's Project Manager for the construction of this entirely new facility developing templates for optimizing and automating information exchange. Danielle also reviews and approves contractor invoices and supports the RFI process.

Pomona Middle Land Monastery, PV System Modeling, Pomona, CA

Danielle was the Energy Engineer responsible for ranking options for both rooftop and carport PV systems. She modeled and evaluated different potential systems and assessed the impact of NEM 3.0 on the customer's utility bill.

Willdan Energy Solutions, Analyst I, San Diego, CA

As an Analyst, Danielle effectively utilized Excel spreadsheets and calculators such as the Building Utility Analysis Tool (BUAT) and Energy Toolbase to analyze distributed energy resources and energy usage data on the Performance Engineering team. She successfully evaluated over 80 buildings in Sonoma County to determine their potential for EV charging stations and created an organizational spreadsheet to calculate their electric and natural gas consumptions and costs. Danielle also researched electric vehicle specifications, adding to a database for a preliminary analysis calculator.

Willdan Energy Solutions, Capstone Project, San Diego, CA

As part of her capstone project, Danielle constructed a New Measure Operationalization calculator on Excel, including a project proposal. She created a presentation demonstrating the process of determining energy savings for residential prescriptive air source hot water heat pumps in New York using the State Technical Resource Manual. She thoroughly analyzed electric bills to determine usage and opportunities for savings using Excel. Through the participation of this project, Danielle gained familiarity with the ASHRAE-standard energy auditing and building performance analysis process.



STEVEN CLARKE PE

SENIOR EV ADVISOR

ANSER
ADVISORY

EDUCATION

Bachelor of Science,
Mechanical Engineering,
Lehigh University, Bethlehem,
PA

LICENSES / CERTIFICATIONS

Professional Engineer (PE),
California No. 36337

EXPERIENCE

Years of Experience:

20

Years with Firm:

2

Steven Clarke is a licensed mechanical engineering professional with over 12 years of experience developing and managing energy, renewable, and distributed generation strategies, programs and projects. He merges his previous automotive OEM experience with an exceptional passion for clean mobility to effectively integrate electrified transportation as part of holistic, renewable energy solutions. Steven's areas of expertise include energy efficiency, energy master planning, financial modeling, owner's rep services, program design and management, regulatory and policy issues, Retrocommissioning, solar PV and battery storage, turn-key project delivery, utility incentive programs, and zero net energy.

REPRESENTATIVE EXPERIENCE

San Diego Gas & Electric (SDG&E), EPIC Program, San Diego, CA

Steven led SDG&E's EPIC-funded efforts to design, deploy, and test a pre-commercial mobile battery energy storage system (MBESS) to examine the value proposition from deploying a mobile battery across multiple sites and use cases. The testing demonstrated the flexibility and value of a relocatable battery to SDG&E's distribution system, not possible from conventional diesel generators or stationary battery storage. Steven designed the testing protocol, site interconnection schematics and managed a team who transported, deployed and tested the battery. He also led analysis of the data and quantification of benefits to inform SDG&E future development of this technology and wrote the final report for the CPUC.

Chaffey Community College, Zero Net Energy and Sustainability Consulting, Rancho Cucamonga, CA

Steven leads a team of distributed energy resource (DER) engineers and sustainability planners to assist Chaffey College vision, plan and execute on their overall sustainability goals. Work with Chaffey is varied and includes drafting and passing a board resolution setting key sustainability goals for the College and then envisioning and scoping the projects which will get them to their goals, including incorporation of solar, battery storage and other renewable resources. Steven leads his team to evaluate the cost effectiveness of potential renewable and low carbon solutions for stakeholder presentation and feedback and is guiding the campus design teams to incorporate sustainability and energy efficiency into new campus design and procurement.

Confidential Client, Zero Emissions Bus Value Chain Advisory Services, North America

Steven and the Anser team provided Zero Emission Bus (ZEB) value chain advisory services to inform the client's future direction in the zero-emission bus space and as-a-service offerings. Work included developing a value chain map of the North American ZEB and charging infrastructure market, a comparison of processes used to procure internal combustion bus purchases and ZEBs, research and forecasting whether there would be combination of ZEB and supporting infrastructure procurements and whether federal funding would adapt to this combined approach and the likelihood of expansion and the role of as-a-service offerings and procurement models for both public and private transit offerings.

City of Fairfield, Transportation Electrification Master Plan, Fairfield, CA

Steven supported the City's Transportation Electrification Master Plan by developing a comprehensive roadmap for converting the City's transit and public works fleets to Battery Electric Vehicles. He led his team through an in-depth

STEVEN CLARKE, PE, SENIOR EV ADVISOR

feasibility analysis, and assessment of corporation yard improvement needs to support an all-electric fleet including route modeling, operational analysis of available BEB options and vehicle chargers, a fleet replacement plan, DER integration feasibility, a facilities assessment, funding gap analysis, service and maintenance assessment and a financial analysis of transitioning to and operating an all-electric fleet.

Los Angeles Cleantech, Los Angeles Cleantech Incubator, Los Angeles, CA

Steven led a team that assessed required charging infrastructure for over 100 medium and heavy duty fleet vehicles to support Los Angeles Cleantech Incubator's (LACI's) 710 Corridor electrification efforts and grant funding applications. The team conducted the initial site walks, customer interviews, grid impact analysis and performed preliminary layouts and DER (solar PV and storage) sizing optimized to meet customer needs as well as support an economic deployment of MD/HD DC fast charging. The team also conducted outreach and held preliminary discussions with relevant utilities to ensure that projects were designed to be funded through current and future EV charging incentive programs. To ensure repeatability and scalability of efforts, Steven and his team developed a project cost estimating tool to calculate overall project cost and end customer capital contributions after applicable incentives and rebates were applied.

University of San Diego, Strategic Energy Master Plan, San Diego, CA

Steven managed development of a Strategic Energy Master Plan which inventoried Tier 1 energy-related GHG emissions from the university developed multiple pathways to a zero carbon strategy by 2035. Carbon reduction measures included building energy efficiency measures, building electrification measures, increased and/or decarbonization of on-site generation sources, and purchasing carbon offset credits. Strategies for decarbonization included pathways which decreased the University's energy spend between 2020 and 2035, as well as more aggressive scenarios which decarbonized faster, or achieved carbon neutrality without purchases of carbon credits.

City of Roseville, Zero Emissions Bus Master Plan, Roseville, CA

Steven led the team's efforts to create a Zero Emission Bus business plan defining the costs and return on investment associated with fleet electrification of Roseville Transit's bus fleet, in response to CARB's ICT ruling. Analysis focused on modeling different routes to estimate individual bus efficiencies as well as devising potential charging schedules and defining bus-charging needs. Steven also developed technical specification for Roseville Transit's procurement of EV buses and chargers funded by FTA grant dollars.

City of Elk Grove, Elk Grove Transit Zero Emissions Support, Elk Grove, CA

Steven managed work in support of Elk Grove Transit (E-Tran), and the City's zero-emissions goals, including specifying the required charging infrastructure type and preparation of the Plans, Specification, and Estimate (PS&E) for the addition of 16 electric-bus charging stations to the City's Corporation Yard. The project also included the preparation of Project bid documents, and support through the bidding and project-award process. Steven was also responsible for helping the City of Elk Grove secure a \$150,000 Caltrans Sustainable Communities grant to fund the in-depth feasibility associated with electrification of Elk Grove's entire bus fleet.

Tulare County Association of Governments, EV Implementation Study, Tulare County, CA

Steven oversaw the development of an EV implementation study addressing EV adoption and EV charging network growth in Tulare County. The study identified barriers to EV proliferation in the County and collected relevant best practices to provide solutions to those barriers and opportunities for growth. Based on feedback from stakeholder interviews, Steven led his team to refine a list of over 50 potential EV charging sites to select the best 12, ultimately developing comprehensive case studies which suggested EV charger location, estimated costs and assessed site appropriateness for EV charger installation. Sites including affordable housing complexes and municipal and county facilities. The project also included outreach, feasibility analysis, coordination of stakeholder input, identifying funding and financing opportunities, and delivery of a comprehensive roadmap for implementation.

STEVEN CLARKE, PE, SENIOR EV ADVISOR

City of Culver City, Microgrid Feasibility Analysis & Transit Fleet Zero Emissions Feasibility, Culver City, CA

Steven provided oversight and management of a Microgrid feasibility analysis combining two Red Cross emergency sights into a single, sustainable microgrid arrangement. The microgrid solution included enough energy efficiency, solar PV, battery storage and microgrid controllers to supply continuous power to emergency sites for temporary community disaster recovery shelter needs. Separately, Steven led a team of engineers to conduct a feasibility of converting Culver City's transit fleet from renewable natural gas buses to a zero emissions fleet by 2028, in line with the City's sustainability plan. The analysis included assessment of zero emission bus options, infrastructure and EV charging needs, as well as necessary facility improvements to support fleet electrification needs.

Chaffey Community College District, Solar PV Delivery, Rancho Cucamonga, CA

Steven worked closely with the District's various stakeholder groups to provide Owner's Representative services for 5.5MW of solar PV. This included the installation of 14 EV charging stations across three separate campuses. The entire project was all financed with Clean Renewable Energy Bonds (CREBs).

Port of Hueneme, Electric Fleet Vehicle Feasibility, Port Hueneme, CA

Steven managed the assessment of electric fleet vehicle potential and infrastructure enhancements necessary to power EV port vehicles with 100% carbon free source of energy. He developed and submitted an application on behalf of the Port for a \$2.3 million California Energy Commission grant.

Southern California Edison (SCE), Energy Pipeline Development, SCE Territories, CA

Steven led the firm's work providing technical support for energy project and pipeline development for SCE's institutional customers, including higher education and the state of California. Work included energy efficiency audits and project pipeline development, project status and tracking, pilot retrocommissioning program design and implementation support.

The Energy Coalition Southern California Regional Energy Network, Southern California

Steven provided oversight and key support for all of Willdan's tasks, including assisting with initial program design, implementation, and verification. He also oversaw the delivery of several strategic end-of-year initiatives, including analysis of historic program data in Salesforce to recommend process improvements, forecasting guidelines, goal revisions as well as to recommend future data measurement and tracking approaches that address key performance metrics as defined by the CPUC for resource and non-resource programs.

Pacific Gas & Electric (PG&E), Core Retrocommissioning Program, Southern California

Steven served as overall Program Manager for the 2010-2012 PG&E's Core Retrocommissioning (RCx) Program. He provided RCx consulting services and coordinated program work flow for the client; advised PG&E on the program design, development of program processes, policies and procedures, as well as performing the technical review of engineering deliverables; provided technical due diligence reviews of pre- and post-implementation reports; and oversaw the successful implementation of over 500 RCx projects, with achieved savings of 89,369,705 kWh; 100,252 kW; and 2,809,852 therms and over \$3.95 million in paid incentives.



MARTIN CAMARGO

LEED AP, BD+C

UTILITY PROGRAM LIAISON

ANSER
ADVISORY

EDUCATION

Graduate United States Army Reserve Office Training Corps, California State University, Long Beach, Long Beach, CA

Bachelor of Science, Mechanical Engineering, California State University, Long Beach, Long Beach, CA

LICENSES / CERTIFICATIONS

LEED Accredited Professional, Building Design & Construction (LEED AP, BD+C) No. 34854

ORGANIZATIONS / AFFILIATIONS

Society of American Military Engineers

Association of Energy Engineers

EXPERIENCE

Years of Experience:

25

Years with Firm:

<1

Martin Camargo has an extensive background in engineering, project management, and marketing within the Electrical Vehicle Service Equipment (EVSE) Industry. He has successfully provided multi-disciplined (Electrical, Structural, Civil), technical and logistical guidance on all project facets including procurement, planning, programming, design, construction, construction administration, commissioning, and close-out.

Martin is experienced in the preparation of electrical construction documents including electrical site plans, power distribution plans, electrical single-line diagrams, electrical load calculations, electrical details, telecommunications / data distribution systems, lighting plans, lighting control systems, photometric plans, auxiliary power plans, fire / life safety plans, and electrical specifications.

REPRESENTATIVE EXPERIENCE

Raintree Partners, Del Prado West, Dana Point, CA

Martin was the Superintendent for a Raintree Partners project that provided for the construction of a mixed-use, mid-rise, multi-family property in the Dana Point Lantern District along with the re-building of a portion of Amber Lantern between Pacific Coast Highway and Del Prado. Del Prado West included three buildings with 109 luxury residences, 32 Electric Vehicle Charging Stations, and nearly 30,000 square feet of restaurants, shops and public outdoor space and two levels of underground parking.

Various Clients, Electric Vehicle Charging Facilities, United States

Martin served as Senior Manager of Engineering and Design overseeing the Electrical, Civil and Structural design, permitting and construction of hundreds of Level-2 and Level-3 charging facilities nationwide including:

- **Modesto Area Express (MAX) Bus Yard, Modesto, CA:** Design of a new 600 Amp, 277/480 Volt, 3-Phase, 4-Wire electrical utility service and power distribution system to support the installation of eight - 66 kW Proterra, Level-3, Power Control Systems (PCS) and charging dispensers.
- **Villanova Maintenance Facility and Bus Depot, Reno, CA:** Design for the installation of ten - 66 kW Proterra, Level-3, Power Control Systems (PCS) and charging dispensers on an existing 1200 Amp, 277/480 Volt, 3-Phase, 4-Wire electrical service. The project was preceded by a feasibility study and electrical load study to determine the electrical capacity of the existing electrical distribution system.
- **Houston Metro – West Bus Operating Facility (BOF):** Design of four new 5000 Amp, 277/480 Volt, 3-Phase, 4-Wire electrical utility services and power distribution systems including utility company transformers, capacitor banks, VFI switches and power distribution boards to support the installation of 25 - 125 kW Proterra, Level-3, Power Control Systems (PCS) and charging dispensers per service.
- **Houston Metro – Buffalo Bayou Bus Yard:** Design of two new 5000 Amp, 277/480 Volt, 3-Phase, 4-Wire electrical utility services and power distribution systems including utility company transformers, capacitor banks, VFI switches and power distribution boards to support the installation of 25 - 125 kW Proterra, Level-3, Power Control Systems (PCS) and charging dispensers per service.

MARTIN CAMARGO, LEED AP, BD+C, UTILITY PROGRAM LIAISON

- **Houston Metro – Kashmere Eastex:** Design of a new 400 Amp, 277/480 Volt, 3-Phase, 4-Wire electrical utility service and power distribution system to support the installation of four 66 kW Proterra, Level-3, Power Control Systems (PCS) and charging dispensers.
- **Tesla, Various Locations:** Design of Tesla supercharger sites with new electric utility services and power distribution systems to support the installation of multiple 72-120 kW direct-current fast-charging (DCFC) supercharging cabinets and their respective charging posts.
- **ChargePoint, Various Locations:** Design of new electric utility services and power distribution systems to support the installation of multiple Level-3, 50 kW Chargepoint Express 250 dual-port charging cabinets.
- **Evgo, Various Locations:** Design of new electrical services and power distribution systems to support the installation of multiple Level-3, 50 kW Terra 53 CJ multi-standard DC dual-port fast charging stations.
- **Volta, Various Locations:** Design for the installation of Level-2, 10 kW Volta V3 single-port EVCS charging stations with integral media display units on existing electrical distribution systems. The projects required electrical load studies to determine the electrical capacities of existing systems.
- **Mercedes-Benz EV Readiness Assessment Program:** Performed site assessments nationwide inclusive of electrical load studies to determine Mercedes-Benz dealership’s readiness to meet the MBUSA EQ, Electrical Charging Standards requiring dealerships to install “day-one” Level-2 and Level-3 electric vehicle chargers and electric vehicle charging infrastructure for future use.
- **Fed-Ex:** Pilot program in cooperation with BTC Power for the installation of 25 -250 kW BTC Modular High-Power DCFC chargers and over-head dispensers to charge up to 900 FedEx delivery vehicles located at various sites.
- **Southern California Edison (SCE) Charge Ready Program - Phase 1:** Under award after a competitive bid, performed Engineering and Design services for the SCE Charge Ready One Program that provided for the installation of commercial and multi-family residential electrical infrastructure for electric vehicle supply equipment (EVSE).

Sand Canyon Business Center, Irvine, CA

Martin served as Senior Project Engineer and Project Manager for an Irvine Company’s modern campus design featuring two four-story office buildings totaling approximately 105,600 square feet each on one acre of open space. The project was LEED Silver Certified and included photovoltaic, grid-connected battery storage systems, electric vehicle service equipment, state-of-the-art normal and emergency power systems, telecommunications and an advanced Internet infrastructure.

Lake Shore Towers, Irvine, CA

Martin served as Senior Electrical Engineer for a seven-level above grade expansion of an existing parking structure and the relocation of an existing 12 kV underground utility line. The expansion totaled approximately 595,000 square feet and included 989 new parking stalls, of which 30 were Electric Vehicle charging stations, as well as 10,000 square feet of new retail space.

Discovery Business Center, Irvine, CA

Martin served as Senior Project Engineer and Project Manager for an Irvine Company LEED Silver Certified campus design featuring eight four-story office buildings totaling approximately 800,000 square feet. The project was designed concurrently with the Sand Canyon Business Center project.

Dixie School District, PV Systems Design & Construction, San Rafael, CA

Martin served as MEP Project Manager and Lead Electrical Engineer for the design and construction of 340 kW of photovoltaic systems on eight buildings at four different campuses. Extensive collaboration with the Division of the State Architect (DSA) was required in order to close out previous projects at each site. The project was funded by the Marin Community Foundation and the Federal Government through the Clean Renewable Energy Bond (CREB) program for the “Go Solar” initiative.

MARTIN CAMARGO, LEED AP, BD+C, UTILITY PROGRAM LIAISON

Santa Margarita Catholic High School, LEED Commissioning Services, Rancho Santa Margarita, CA

Martin served as the Commissioning Agent (CXA) delivering LEED fundamental commissioning services consistent with the LEED for Schools 2009 Rating System, Energy and Atmosphere Category, Prerequisite 1 (EA p1): Fundamental Commissioning of Building Energy Systems.

National Maritime Intelligence Center, Facilities Renovation & Expansion, Suitland, MD

Martin was the MEP Project Manager and Lead Electrical Engineer on an open ended contract to provide engineering design and construction administration services for a national defense contractor's facilities renovations and expansion. He performed a review and evaluation of the facilities electrical distribution systems that included standby power generation and critical power systems.

The Washington Post, Energy Feasibility Study, Washington, DC

Martin performed an evaluation for the feasibility of installing a standby generator system to support the production facility for a national newspaper by allowing the system to alleviate demand on the local utility through load shedding during periods of peak demand.

European Broadcasting Union, Feasibility Study Analysis, Washington, DC

Martin produced a feasibility study to examine the means through which to install standby power generation and UPS critical power back-up systems to support the existing Data and Telecommunications Distribution Center on the third floor of the client's headquarters facility. The feasibility study resulted in the allocation of funds for the project that upon completion included a standby power generator, an uninterruptible power supply system, and redundant glycol dry coolers with a dual pump system.

John Wayne Airport, Co-Generation Facility, Santa Ana, CA

Martin served as MEP Project Manager for the \$18 million project that provided for the design and construction of an on-site, hybrid co-generation plant and a central plant with a heat recovery system capable of supporting the facilities' operations. The co-generation facility included four natural gas-fired internal combustion engine generators with a total installed capacity of 7,000 kilowatts and a chilled water supply capacity of 2,700 tons of refrigeration generated from a combination of electric driven centrifugal and absorption chillers.

Costa Mesa Sanitary District, Maintenance Facility & Service Yard, Costa Mesa, CA

Martin served as MEP Project Manager and Electrical Engineer for the design and construction of a new maintenance facility building and service yard to meet the growing needs of the City and an Independent District. Per the requirements of the City, the project sought to achieve a Gold LEED Certification.

Ventura County Credit Union, Corporate Office hub, Thousand Oaks, CA

Martin served as Lead Electrical Engineer, the project provided for the design and construction of a 13,000 square foot, two-story office building to accommodate a corporate office "hub" and data center of a major bank. Due to the critical nature of the facilities operations, it was provided with the capability to operate for an extended period of time on emergency back-up systems that include a 350 kW Standby Power Generation System and a 40 kVA Uninterruptible Power Supply (UPS) System to support the Data Center Operations.

HBL, Dealership & Repair Facility Expansion, McLean, VA

Martin was the Lead Electrical Engineer for the 35,000 square foot expansion of an existing Auto Group automobile dealership and repair facility. The project included an upgraded electrical utility service and base building electrical distribution system, new rooftop HVAC packaged units, a new building energy management system, new service bays, offices and electrical and mechanical equipment rooms.

Environmental Protection Agency (EPA), New Regional Office, Washington, DC

Martin was the Lead Electrical Engineer for the 10,000-square foot tenant fit-out for a government client's new regional office. The project featured two multimedia conference rooms, telecommunication distribution facilities, a copy center, library, and private and open office spaces.



JONATHAN SMITH
PE, QSD, QSP

CITY OF GARDENA CM EXPERT



EDUCATION

Bachelor of Science, Civil
Engineering; San Diego State
University

LICENSES / CERTIFICATIONS

California Professional Engineer
No. C61253

QSD and QSP License 23727

EXPERIENCE

Years of Experience:

28

Years with Firm:

4

Jonathan Smith is a hands-on, results-oriented leader with a proven history of productivity and an ability to take complex issues and get to a consensus quickly. During his 30 plus-year career, he has worked for numerous agencies throughout Southern California in roles varying from Director of Public Works to Senior Civil Engineer. Jonathan is experienced at analyzing complex budgets and technical reports and developing and revising contracts and legal documents using federal, state, and local laws, rules and regulations. He has experience related to construction management and design of water/wastewater projects, roadways, sound walls, retaining walls and buildings. He has served as Project Manager, Resident Engineer, Construction Scheduler, Estimator and Construction Inspector. Jonathan has been responsible for roadway design and construction, supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule reviews, storm water pollution prevention plan preparation and compliance, claims mitigation, selection committee interviews, cost estimate preparation, reviewing and designing structure-related shop drawings and assuring compliance with plans, specifications and various agency regulations, presentations to city councils and other stakeholder groups. He is a highly effective manager who possesses the ability to develop both entry-level and experienced staff into participatory teams by using strong organizational, interpersonal, and critical thinking skills.

REPRESENTATIVE EXPERIENCE

City of Menifee, CIP 21-04 Fire Station No. 5 - Construction Management and Inspection Services

Anser is providing construction management and inspection services on the Quail Valley Fire Station No. 5, a new state-of-the-art facility that will provide a significant increase in the amount of personnel and equipment that can be utilized at the station. The new fire station will replace the existing Quail Valley Fire Station No. 5, located at the intersection of Goetz Road and Palm Drive/Ave Roble. The current station was built in the 1950s and is limited in capacity, housing only a few firefighters and two small-size fire trucks. The new, modern Fire Station No. 5 will be a 9,000-square-foot facility that can house up to 6 fire personnel and has a three-bay garage that can house large equipment, with room for future expansion. The new fire station has been designed to meet the needs of the community for at least the next fifty years.

Canyon Lake Sewer Rehabilitation Project, Elsinore Valley Municipal Water District, CA

Senior Construction Manager acting as the Owner's Representative on the \$800K Canyon Lake Sewer Rehabilitation Project. The project will rehabilitate approximately 3,700' of pipe in critical condition using cured-in-place pipe (CIPP) lining method with six locations requiring spot repairs prior to performing the lining. Duties include providing constructability review of the plans and specifications and ensuring the work is performed as designed, within budget and within schedule. The work will include coordinating the work with the existing EVMWD operations and providing field inspection for the construction contracts. Will also provide resident engineering services for submittals review, pay requests, quality control and general construction management services to support the construction efforts.

Lindley Reservoir, City of Escondido, CA

Project Manager overseeing the construction of the \$13.7M Lindley Reservoir Replacement Project which includes two new partially backfilled 1.5 M gallon

JONATHAN SMITH, PE, QSD, QSP, CITY OF GARDENA CM EXPERT

prestressed concrete potable water reservoirs, approximately 1,500' of new 18" diameter inlet pipeline along Hubbard Lane; inlet, outlet, overflow, tank drain, under slab drain and site storm drain yard piping; an above ground valve vault with outlet isolation and inlet control valves and air gap sump for drain lines; site excavation, earthwork, finish grading, access roads, landscaping and chain link fencing; tank and control valve electrical and instrumentation work and demolition of the existing 2M gallon steel reservoir, piping, valves and appurtenances and re-grading the existing tank site.

SDCE Pipeline and Old Julian Tank Pump Station, City of Ramona, CA

Construction Manager for the SDCE pipeline project which includes the installation of 15,000' of 16" cement mortar lined and coated pressure pipe along Old Julian Highway and connection to SDCE Tank #1. The Old Julian Tank Pump Station consists of the construction of a 6 MGD potable water pump station and connection to the SDCE pipeline.

San Marcos Water Transmission Pipeline Replacement and Street Improvements, City of San Marcos, CA

Construction Manager for a \$1.4M 27" steel cement mortar lined and coated potable water transmission pipeline replacement project. The pipeline was approximately 4,000' long within the right-of-way of San Marcos Boulevard in the City of San Marcos and includes roadway widening after completion of the pipeline installation. The pipeline connection point was the San Diego County Water Authority's (SDCWA) second aqueduct. Due to the high traffic volume, all of the work was performed at night which required proactive public relations due to the proximity of the residents.

High Valley Waterline Replacement and Pump Station Upgrades, City of Poway, CA

Project Manager for the \$2.2M design, construction and inspection of over two miles of cement mortar lined and coated pipeline, PVC pipeline, temporary bypass line and related gate valves, altitude valves, blow offs and other appurtenances. The project also included the rehabilitation of an existing pump station, hydropneumatic tank and piping, electrical and instrumentation, retaining walls, access road improvements. Negotiated with private property owners to gain additional easements to allow the construction of the waterlines. The project required extensive negotiations and collaboration with the San Diego County Water Authority (SDCWA) to encroach into the first aqueduct easement and cross the aqueduct's two pipelines with the new waterline. Also, special procedures had to be followed during construction that required the coordination of construction activities with the SDCWA's water inspection staff.

Green Valley Waterline Upgrades, City of Poway, CA

Construction Manager for the \$850K design, construction and inspection of over three miles of PVC pipeline, temporary bypass line and related gate valves, altitude valves, blow offs, water meter relocations, and other appurtenances. Microtunneling was utilized to install water services. This project required coordinating shutdowns with over two hundred customers.

San Diego County Estates Pipeline and Old Julian Tank Pump Station, City of Ramona, CA

Construction Manager for the \$4M San Diego County Estates (SDCE) pipeline project which included the installation of 15,000' of 16" CML&C pressure pipe along Old Julian Highway and connection to SDCE Tank #1. The Old Julian Tank Pump Station consisted of the construction of a 6 MGD potable water pump station and connection to the SDCE pipeline. This project required extensive blasting and public relations due to its location on a two-lane road that provides the main access to 4,000 rural homes.

Seismic Retro Fitting of Water Storage Tanks, City of Poway, CA

Construction Manager for the design, construction and inspection of seven water storage tanks. These projects involved the removal the in-flow and out-flow piping and replacing the piping using seismic connections. This project also involved electrical up-grades.

JONATHAN SMITH, PE, QSD, QSP, CITY OF GARDENA CM EXPERT

Tank Relining and Corrosion Protection Upgrades, City of Poway, CA

Construction Manager for the design, construction and inspection of the relining and corrosion protection of various water storage tanks. These projects involved the removal and replacement of the existing tank lining, repair of major areas of rust, hatches and other appurtenances and installation of new corrosion protection.

Welton Lane Water Storage Tank Forensic Investigations, City of Poway, CA

Managed the forensic investigation, design, inspection and repair of the water storage tank. This project required the investigation of why the foundation ring was separating from the tank. Established and led a team of investigators that included geotechnical engineers, geologist, civil engineers and a contractor to find the cause of the problem.



ANDY KLEIMOLA CEP, CPC

PROJECT COST ESTIMATING
LEAD



EDUCATION

Bachelor of Construction
Engineering & Management,
Purdue University, IN

LICENSES / CERTIFICATIONS

Certified Estimating Professional
(CEP)

Certified Professional
Constructor (CPC)

OSHA 30-Hour Construction
CESSWI Stormwater Inspector

ORGANIZATIONS / AFFILIATIONS

American Society of Professional
Estimators – incoming President
for Orlando Chapter 50

AACE International

American Institute of
Contractors

EXPERIENCE

Years of Experience:

30+

Years with Firm:

7

As the Managing Director / Senior Vice President of Estimating for Anser Advisory, he brings over 30 years of construction experience, with a primary focus in cost estimating, preconstruction services, scheduling, and construction management. In April 2015, Andy joined Anser Advisory after more than 23 years with an ENR Top 25 General Contractor where he held roles of both chief estimator and operations manager. In the capacity of Chief Estimator, he was responsible for the management of all aspects of the estimating department with a staff of ten estimators responsible for estimating projects ranging in values from \$10,000 up to \$2.2 billion with a strong focus on Value Engineering, Constructability Review and Program Budget Management.

Andy has experience with many construction contract delivery methods during his time in general contracting, including Construction Manager at Risk (CMAR), CM Agency, Design-Build, CM Multi-Prime, and Public-Private Partnership (P3). A great deal of his experience in general contracting was in the government/public works, aviation, light industrial and manufacturing, and education sectors.

REPRESENTATIVE EXPERIENCE

Andy has been involved in all aspects of preconstruction services, cost estimating, scheduling, project controls management, audit/compliance, condition assessment and overall cost control management for all types of construction programs across various end markets including municipal/government, education, transportation, and infrastructure.

Florida State University, Football Training Facility, Tallahassee, FL

Under an on-call estimating agreement with Florida State University, Andy provided an independent cost estimate for a new build for a football practice facility based on Schematic Design Documents. This estimate was based on the University's current design status to be used for funding and design approval.

New Jersey Institute of Technology, Various Projects, Newark, NJ

Andy provided project estimates for various projects at the University at all design phases, from concept through 100% Construction Documents. Projects included:

- **Green at University Park (\$3.2M):** This project consisted of the demolition of existing buildings and construction of a landscaped plaza to be used by the University as an open green space.
- **Cullimore Lecture Hall Renovation (\$900K):** Renovation of existing lecture hall.
- **College of Architecture Building Vestibule Renovation (\$340K):** Two-story vestibule addition
- **Guttenberg Information Tech Center (\$1.1M):** Third and fifth floor renovations
- **Microelectronics Phase 2 Renovation (\$900K):** Renovation to existing clean room
- **Weston Lecture Hall Renovation (\$3.9M):** Renovation of two lecture halls

Florida State University, Interdisciplinary Commercialization and Research Building, Tallahassee, FL

Under an on-call estimating agreement with Florida State University, Andy provided an independent cost estimate and reconciliation session for a new build for a classroom and laboratory building with the Construction Manager based on 100%

ANDY KLEIMOLA, CEP, CPC, PROJECT COST ESTIMATING LEAD

Construction Documents for the University to determine if the Construction Manager's Guaranteed Maximum Price Value was fair and reasonable.

Ramapo College of New Jersey, Ramapo Village New Stair Enclosures, Mahwah, NJ

Andy prepared conceptual estimates for 22 new stair enclosures at Ramapo College's student apartments. Work consisted of the removal of existing stairs, structural and exterior modifications, new roofing, and new mechanical units.

New Jersey Institute of Technology, Essex County Jail Repurpose to Park Project, Newark, NJ

Andy prepared estimating services to provide the four options for conversion of the existing jail facility into passive public recreational use. On the State and national historic register, the jail has been the subject of professional and academic research focused on reuse led by the Newark Landmarks and Preservation Committee. Options ranged in cost from \$4.5 million to \$5.1 million in construction cost. Above ground elements of the jail site included (1) Boundary Wall, (2) Warden's Office, (3) North Wing, (4) West Wing, (5.) East Wing, (6) Smokestack, and (7) Infirmary. In all scenarios, the infirmary will be stabilized and with the potential for future reuse. Prominent spaces include: (a.) New Street Forecourt, And (b.) Southwest Court. Anticipated reuse of the site is as an interpretive historic park featuring history of the jail and Morris Canal along with contemporary park activities such as skateboarding and/or graffiti/mural arts.

New Jersey Institute of Technology, Physics Lab Renovation, Newark, NJ

As the Managing Director of Estimating, Andy was responsible for the overall estimate by assigning resources; reviewing QTO, costing, and pricing for the direct cost of Work; as well as providing the pricing of General Conditions, General Requirements and all markups and fees that will be required. He reviewed and provided quality assurance/quality control for the overall estimate and held reviews with the estimating team to finalize and submit estimate to client.

Rowan University, Student Center, Glassboro, NJ

Andy was responsible for the overall estimate by assigning resources; reviewing QTO, costing, and pricing for the direct cost of Work; as well as providing the pricing of General Conditions, General Requirements and all markups and fees that will be required. He reviewed and provided quality assurance/quality control for the overall estimate and held reviews with the estimating team to finalize and submit estimate to client.

Mount Wachusett Community College, Vocation Tech, Gardner, MA

Andy provided a conceptual estimate to convert existing gymnasium/multi-purpose building to incorporate vocational tech spaces in the facility.

Roxbury Community College, Roxbury Crossing, Boston, MA

Andy provided the schematic design estimate to renovate and upgrade the existing Student Center and incorporate a new security office.

Rowan University, Chamberlain Student Center Roof Replacement, Glassboro, NJ

Andy prepared conceptual estimates to construct a two-story addition of approximately 29,500 square feet to the existing student center.

Ramapo College of New Jersey, Whitehouse Dormitory Renovation & Addition, Mahwah, NJ

Andy prepared conceptual estimates to convert an existing house to a 7,832-square foot college dormitory.

Ramapo College of New Jersey, Concept Pavilion, Mahwah, NJ

Andy prepared conceptual estimates for renovation of the Ramapo Trustees Pavilion to accommodate new food service and lounge space and convert exterior space to dining.

ANDY KLEIMOLA, CEP, CPC, PROJECT COST ESTIMATING LEAD

University of California ANR, Irvine Modular Restrooms, Irvine, CA

Andy prepared the 50% Construction Document estimate for the renovation of existing restrooms at campus for accessibility and ADA compliance.

San Diego Community College, Various Projects, San Diego, CA

Andy prepared estimates for all design stages Concept through 100% Construction Documents for the following Proposition S & N Projects for the College District:

- **\$37M Mesa College Student Services Building**
- **\$7.2M Cesar Chavez Parking Garage**
- **\$40M City College Business & Humanities Building**
- **\$22.8M Linda Vista Continuing Education Building**

California State University San Marcos, University Student Union, San Marcos, CA

Andy prepared 50% Construction Document estimates for the renovation of existing restrooms at campus for accessibility and ADA compliance.

ADDITIONAL HIGHER EDUCATION PROJECT ESTIMATING EXPERIENCE

- **\$9.4M CSU San Marcos Field House Expansion in San Marcos, CA**
- **\$24.0M CSU San Marcos Parking Structure Phase 1 & 2**
- **\$3.7M UCSD Theodore Gildred Facility Renovation in San Diego, CA**
- **\$1.6M UCSD TMAC Ridgewalk Café and Market in San Diego, CA**
- **\$1.6M San Diego State University KPBS Renovation in San Diego, CA**
- **\$1.3M Pasco Hernando Community College Childcare Center in New Port Richey, FL**
- **\$25M Normandale Community College Math and Science Building in Bloomington, MN**
- **\$9M University of Minnesota Chiller Plant Addition**
- **\$9M Cambridge Community College Student Services Center in Cambridge, MN**

ADDITIONAL PROJECT ESTIMATING EXPERIENCE

Charlotte International Airport (CLT), Terminal Expansion Program, Charlotte, NC

Andy provided conceptual and program estimating services. Program estimates for the following projects:

- **\$63M Phase 9 Terminal Addition**
- **\$516M Phase 2&3 New Terminal Addition**
- **\$71M Charlotte CBP Renovation**
- **\$338M North End Around Taxiway**
- **\$150M Taxiway F**
- **\$24M Joint Operations Center**
- **\$30M Central Receiving and Distribution Center**
- **\$24M Atrium Renovation**
- **\$14M Airfield Maintenance Facility**
- **\$362M New Runway Project**

Los Angeles County Metropolitan Transportation Authority (LACMTA), Division 20 Portal Widening & Turnback Facility, Los Angeles, CA

Andy prepared an independent third-party estimate based on the bid documents. The project aims to accommodate increased service levels on the Metro Red and Purple lines. To achieve this, Metro is undertaking facility improvements to the Division 20 Rail Yard, located within the Arts District in Downtown Los Angeles. Improvements include widening of the heavy rail tunnel portal south of the US-101 freeway, a new turnback

ANDY KLEIMOLA, CEP, CPC, PROJECT COST ESTIMATING LEAD

facility, and expansion and reconfiguration of rail storage tracks. With these improvements, new tracks and switches will allow for improved service times at Union Station and throughout the Metro Red/Purple Line system. Our estimate of \$431 million was within 2% of the awarded contract value.

Greater Orlando Aviation Authority (GOAA), Orlando International Airport (MCO) South Terminal C Program, Orlando, FL

Andy served as Preconstruction Manager for the \$3.8 billion South Terminal C Program at the Orlando International Airport. He was responsible for overall program cost estimating and management of Construction Managers at Risk (CMARs) and Owner Authorized Representatives (OARs) estimating teams through the design development phase. The project design included provisions to expand the 16-gate first phase to an ultimate 60-gate unit terminal complex. The approach of project phasing and value engineering enabled the project to be executed within an established Phase 1 budget and then added scope elements could be added in the future when financially feasible. The role required direct engagement with the design firms, cost estimating teams, and CMAR teams to establish the scope of additional work on the \$645 million South Automated People Mover (APM)/Intermodal Transportation Facility (ITF) Complex Program. Responsibilities included cost control management and oversight for the GMP approval, change order cost management, and invoice processing and approval. Andy also provided oversight and review of construction job order contracts and change orders on additional programs for the airport.

San Gabriel Valley Council of Governments (SGVCOG), Diamond Bar Golf Course Renovation, Diamond Bar, CA

Andy provided cost estimating services for the project. The project included the realignment and reconfiguration of six holes west of Grand Avenue and three holes east of Grand Avenue. Improvements include demolition for removing existing cart paths, AC pavements, fencing, relocation of protective netting, removing golf course features reconstructing bunkers and tee and green complexes for all holes. The project also includes changes to the existing drainage system, sprinkler system replacement, site improvements, storm drain improvements, water, fire water, maintenance facility and electrical duct for trenching, backfilling and conduits. The \$40 million project required phasing to continuously operate as an 18-hole golf course while not diminishing from the user experience.

Cincinnati / Northern Kentucky International Airport (CVG), Consolidated Rent-A-Car Facility (CONRAC), Hebron, KY

Andy conducted a cost estimating and value engineering (VE) effort for Kenton County Airport Board (KCAB) executive staff for the \$193 million new CONRAC, ground transportation center and office building project located adjacent to the existing CVG terminal. The result of the effort was a successful VE effort working directly with the Owner, design team and contractor that was approved by the Authority Board in July 2018 and final CMAR approval in January 2019.

US Department of Veterans Affairs, Veterans Affairs Coatesville Clinic, Coatesville, PA

Andy prepared estimating services for the \$6.1 million project. The scope of the project was to repurpose an existing warehouse/manufacturing facility and convert into a new medical office building with exam rooms for the VA. Project scopes of work consist of demolition and remodeling building to provide a new waiting area, new medical exam rooms and offices along with exterior façade modifications to provide an updated main entry. 25% of the floor plan will be leased to a separate medical service company and includes new clean rooms and office space.

West Los Angeles Veterans Affairs, Medical Center Infrastructure Backbone, Los Angeles, CA

Andy provided cost estimating services for the Infrastructure Backbone for the campus. The \$6 million backbone upgrade and replacement portion of this work included the electrical, communications, and gas utility upgrades. The utility path was located down the middle of one of the main roads through the campus. This required analyzing the most efficient way of installing the 4,700 lineal feet of utilities while also minimizing impacts to



ANDY KLEIMOLA, CEP, CPC, PROJECT COST ESTIMATING LEAD

traffic. Productivity, schedule, and cost were all considered throughout the process to ensure the most effective solution was chosen.



SABRINA KVASNICKA

GRANTS COMPLIANCE
ADVISOR

ANSER
ADVISORY

EDUCATION

Master of Business
Administration, Marketing,
Northern Illinois University,
DeKalb, IL

Bachelor of Science, Marketing,
Northern Illinois University,
DeKalb, IL

EXPERIENCE

Years of Experience:

5

Years with Firm:

<1

Sabrina Kvasnicka offers over five years of grant management experience, from pre-award to post-award, and has worked in the public sector for various government organizations at the City, County, state, and federal levels. She is a subject matter expert in not only the field of government grant development, but also the management of these grant awards, including the programming and obligating annual formula grants and ensuring agency-wide compliance with all the funding requirements for each respective funded project. She has led audit and sub-recipient monitoring efforts, including periodic site visits of sub-recipient and on-going report and perform monitoring. Furthermore, Sabrina has managed and led the grants development and management related responsibilities for three different public transit operators, who are direct recipients of the Federal Transit Administration (FTA) within large-urbanized areas (UZA).

REPRESENTATIVE EXPERIENCE

Will County, American Rescue Plan Grant Management Consulting, Will County, IL

The County set aside allocations for all their entities - Townships, Fire Districts, Forest Preserves, Library Districts, and Park Districts - to apply for funding projects that qualify under the American Rescue Plan Act. The ARPA advisory team created and developed an application for the subrecipients and used an eligibility assessment process for the projects. Sabrina and the team are responsible for all ongoing compliance related activities associated with the ARPA funds. As a Grant Manager for the County, Sabrina is currently leading a team responsible for integrating the County's existing grants within the applicable departments. Sabrina is currently leading the compliance and reporting for the county's R3 Grant and Emergency Rental Assistance Program. These existing grant opportunities are being used to audit county functions and establish a best practice for the grants team. Sabrina is also charged with identifying future grant opportunities for the County and leading those pursuits.

Alliance NCTN Foundation, Grant Program Coordinator, Chicago, IL

As the Grant Program Coordinator, Sabrina provided specialized support for ANF pre- and post-award grants, including all sponsored activities. She served as a liaison between PIs, Alliance administrative staff, and external agencies; monitored spending on all federal and non-federal accounts; and managed and tracked all subaward agreements that supported the Alliance Foundation.

City of DeKalb, Transit Planning & Grants Coordinator, DeKalb, IL

Sabrina managed, administered, and reconciled all of the City's State of Illinois Downstate Operating Assistance Program (DOAP) and FTA 5307 urbanized grants and transit service provider contracts. She maintained compliance with state of Illinois Grants Accountability & Transparency Act (GATA); ensured compliance with state and federal regulations and guidelines including procurement, purchasing, Title VI, Disadvantaged Business Enterprise (DBE), and ADA; executed all internal and external grant financial reports to the state of Illinois, National Transit Database (NTD), the FTA, and auditors; assisted with state, federal and City fiscal year budgeting processes; and created, implemented, improved, and maintained financial reconciliation and grant management processes. Sabrina also maintained grant accounts payable, receivables, and budget and monitored the DeKalb Urbanized Area's transit systems via time points, ridership, rider feedback, etc.



BETSY A. LINDSAY, MURP

ENVIRONMENTAL
COMPLIANCE SME



EDUCATION

Graduate Program, Public Policy and Administration, California State University, Long Beach, CA, 1992

Graduate Program, Business Administration, Pepperdine University, Irvine, CA, 1991

M.U.R.P., Master of Urban and Regional Planning, California State Polytechnic University, Pomona, CA, 1989

B.A., Geography, California State University, Long Beach, CA, 1978

PROFESSIONAL AFFILIATION

American Planning Association
Urban Land Institute

Association of Environmental
Professionals

National Association of Women
Business Owners

National Association for
Female Executives

EXPERIENCE

Years of Experience:
35

Years with Firm:
28

Ms. Lindsay is the founder and chief executive of UltraSystems Environmental. A building industry veteran, she has over 35 years of experience in environmental planning and permitting, preparing more than 400 environmental documents. Her background includes managing over 20 on-call professional service contracts for public agencies, which have included hundreds of projects. At UltraSystems, her day-to-day responsibilities include business and project management, contract administration, resource allocation, and quality control. She is responsible for overall project management, the preparation and processing of CEQA/NEPA documents, and associated entitlement obligations for large-scale public and private infrastructure projects.

REPRESENTATIVE EXPERIENCE

Mitigated Negative Declaration/Categorical Exclusion (MND/CE), City of Gardena Bus and Maintenance Facility, Gardena, CA

As Principal-in-Charge, Ms. Lindsay oversaw UltraSystems' work on this project for the City of Gardena Transportation Department. The work involved construction of a 100-bus operations and maintenance facility of 10,000 to 15,000 square feet. The complex would house an administration building, vehicle maintenance building, a bus-wash facility, a bus-fueling facility, and parking for the buses and 150 employees. The project occupied a 9.2-acre site once used as a commercial strip mall. UltraSystems prepared an IS/MND in accordance with CEQA and "Guidelines for Implementation of the California Environmental Quality Act," for analyzing the direct, indirect, and cumulative environmental effects associated with the proposed project. Preliminary consultation with the FTA determined that the project met the criteria for a Class II Categorical Exclusion (CE).

OC Loop Bike Trail, Segments O, P, and Q, Orange County, CA

As the Principal-in-Charge/Project Director for this project Ms. Betsy Lindsay, the owner of the firm is responsible for contract management, corporate resource allocation, and overall corporate quality control. Ms. Lindsay engaged in project team meetings and coordinated project deliverables.

North County ITS Palmdale Extension Project, Palmdale, CA

This project will be the fifth phase in a series of projects to construct fiber optic infrastructure, remote CCTV surveillance, traffic operations center (TOC) upgrades, traffic signal upgrades, and new traffic signals within the City of Palmdale. Ms. Lindsay is serving as Project Director.

The North County ITS Extension project will tie into existing fiber optic infrastructure between the TOC and Avenue R/40th Street East and extend west to 70th Street East. The new fiber optics will replace existing wireless communications at 55th Street East, 60th Street East, and Rockie Lane. In addition, new traffic signals will be constructed at Avenue R/65th Street East and Avenue R/70th Street East. Remote CCTV surveillance will be included for the new and existing traffic signals except 55th Street East where it is already existing.

In addition, fiber optic infrastructure installed on Avenue S under the Phase II/III project will be extended from 55th Street East to 60th Street East. A new traffic signal with remote CCTV surveillance will be constructed at Avenue S/60th Street East. It is anticipated that the new traffic signal installations will require right of way acquisition (to construct ultimate curb returns) and environmental clearance. Topographic survey, bucket truck video surveys (as needed), and potholing (as needed) will also be conducted during the design phase.

Pitchess Detention Center Emergency Vehicle Operation Center, Los Angeles County, CA

MPitchess Detention Center Emergency Vehicle Operation Center, Los Angeles County, CAs. Lindsay is acting as UltraSystems' Principal-in-Charge for the preparation of an Initial Study/Mitigated Negative Declaration as well as several technical studies for an Emergency Vehicle Operating Center for the Los Angeles County Sheriff's driver training track, skid pad, and a role play training center for emergency vehicles.

KART Transit Station Project, IS/MND & EA/FONSI, Kings County, CA

Ms. Lindsay acted as UltraSystems' Principal-in-Charge for this project involving the development of the KART Transit Station Project which proposes to construct a transit station in the City of Hanford, in Kings County, California. The proposed transit station would replace an existing station that is being outgrown by transit demand. The proposed project would consist of an approximately 19,000-square-foot transit station building, offsite parking, and onsite bus parking. Ms. Lindsay oversaw UltraSystems' work on both the IS/MND and CE for the proposed project, as well as the creation of the following in-house technical reports: Title VI Analysis, Air Quality/Greenhouse Gas Technical Report, a Biological Resources Records Search, a Phase I Cultural Resources Inventory, a Phase I Environmental Site Assessment, and a Noise Technical Report.

Pasadena Transit Operations and Maintenance Facility Project, IS/MND, City of Pasadena, CA

Ms. Lindsay acted as UltraSystems' Principal-in-Charge for this project involving the development of the Pasadena Transit Operations and Maintenance Facility. Ms. Lindsay oversaw UltraSystems' work on the IS/MND written for the proposed new Transit Operations and Maintenance Facility on Foothill Boulevard. The project proposes to support the operations and maintenance of the Pasadena Transit fixed route services and Pasadena Dial-A-Ride paratransit services.

Vermont Avenue Overcrossing Widening at US 101, Los Angeles, CA; November 2007 to May 2011

Ms. Lindsay was Principal-in-Charge for this complex project. The City of Los Angeles proposes to widen the Vermont Avenue Bridge from the existing 70-foot structure to a 90-foot roadway to provide an additional northbound left-turn lane on Vermont Avenue onto the northbound 101 Freeway. The widened bridge will consist of three through-lanes in each direction and two left-turn lanes on northbound Vermont Avenue. UltraSystems will prepare the CEQA documentation for the City and a Caltrans PES. Issues to be addressed include air quality (PM10, PM2.5, and Conformity Review), cultural impacts (bridge is not eligible for historic status, but the Los Angeles Cultural Heritage Commission may want to see the analysis), aesthetics (impacts of the new street lighting and railing), wildlife (need to check for the presence of bats under the bridge), hazardous materials and Aerially Deposited Lead (ADL) for any uncovered soil where excavation may occur under the bridge.

Preliminary Environmental Study (PES), SR-55 Downtown Gateway Project, Costa Mesa CA; February 2010 to June 2010

Ms. Lindsay served on this project as UltraSystems' Principal-in-Charge. The company was hired to prepare the environmental document for this project. To accomplish this task, she is coordinating the company's work with the client, CNC Engineering, and the City of Costa Mesa. The project is along a quarter mile segment at the terminus of the SR-55 Freeway, north of 19th Street, within Costa Mesa. The project includes the enhancement of landscaping and irrigation, replacing a damaged concrete K-rail with a new decorative barrier, a decorative pavement band along the perimeter of new landscaping, and construction of an entry monument sign. UltraSystems is responsible for preparing the PES analyzing and describing the environmental impacts and mitigation for the proposed project. An Aerial Deposited Lead (ADL) study will be conducted as part of UltraSystems services.



BILLYE JEAN BRECKENRIDGE, BA

ENVIRONMENTAL COMPLIANCE SME



EDUCATION

B.A., Environmental Studies/
Biology Minor, University of
Nevada, Las Vegas 1998

LICENSES / CERTIFICATIONS

Envision Sustainability
Professional (ENV SP)

FAA Remote Pilot License

Wetlands Delineation (Field
Practicum)

PROFESSIONAL AFFILIATIONS

Association of Environmental
Professionals (AEP)

Los Angeles County
Bar/Environmental Law
Section

EXPERIENCE

Years of Experience:

23

Years with Firm:

3

Ms. Breckenridge is a Senior Environmental Professional with 23 years of comprehensive and diverse experience in environmental consulting. She specializes in regulatory permitting and compliance, CEQA/NEPA document management, preparation, and process, project management, public involvement, jurisdictional and biological resources. She has managed large NEPA and CEQA projects, 404 permitting projects, and multi-disciplinary teams of technical staff and subconsultants. She is proficient in identifying project permitting needs and negotiating and working with federal, state, and local resource agencies to obtain permits and approvals.

Billye has coordinated and led large biological field surveys and analysis for federal and state protected species, and jurisdictional determinations/wetlands delineations. She has directed and prepared numerous environmental analysis reports and permitting packages required pursuant CEQA, NEPA, Clean Water Act, Threatened and Endangered Species Act, MSHCPs, and others. Ms. Breckenridge is also proficient with utilizing Geographical Information Systems (GIS) for data processing, analysis, and mapping for environmental documentation and permitting. She has planned, participated in, and conducted public scoping and other public meetings required under NEPA and CEQA, 404 permitting, and transmission line routing. Her extensive project experience consists of public and private projects including residential/commercial development, transportation, renewable energy/power plants, flood control, gas pipeline, transmission lines, mining, large utility/water lines, wastewater treatment, and schools.

REPRESENTATIVE EXPERIENCE

OC Loop Bike Trail, Segments O, P, and Q, IS/MND & CE, Orange County, Los Angeles County, CA

UltraSystems prepared an IS/MND and NEPA Categorical Exclusion (CE) for this Orange County Public Works project that consisted of developing of a 2.7-mile Class I and Class II Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop, Segments O, P, and Q, spanning the cities of La Mirada, Buena Park, and Cerritos, California. Ms. Breckenridge prepared the CE according to Caltrans requirements, assisted with preparation of the IS/MND, conducted senior QA/QC, managed GIS data mapping and preparation of figures for the IS/MND, Cultural resources reports, biological resources reports, and jurisdictional delineation.

Palmdale North County ITS Extension Project, Phase IV and V, IS/MND, City of Palmdale, CA

UltraSystems prepared an IS/MND, which consisted of the construction and operation of new high-density polyethylene (HDPE) fiber conduits, and install closed circuit television (CCTV) surveillance equipment, and a new traffic signal that would enable the City of Palmdale to further expand on its capability of monitoring and controlling the operations of all City traffic signals.

Lake Hughes Road, Los Angeles County, CA

UltraSystems conducted a biological resources assessment, rare plant survey, tree inventory, and jurisdictional delineation with subsequent regulatory permitting (404, 401, 1602) to facilitate installation of a 36-inch storm drain culvert bisecting Lake Hughes Road at mile marker 2.47. Ms. Breckenridge assisted with GIS mapping.

BILLYE JEAN BRECKENRIDGE, ENVIRONMENTAL COMPLIANCE SME

Iteris PES Project, City of San Bernardino, CA

UltraSystems prepared a Preliminary Environmental Study (PES) according to Caltrans Local Assistance Program Guidelines for the City of San Bernardino Engineering Department Highway Safety Improvement Program (HSIP) project to implement advanced dilemma zone detection at forty-nine (49) signalized intersections within three roadway corridors in the City. The project includes improvement of traffic safety, operation reliability, pedestrian accessibility, and traffic throughput by implementing advanced dilemma zone detection systems, upgrading traffic cabinets and controllers, conflict monitors, pull boxes and conduits, and signal poles and mast arms at the 49 intersections. Ms. Breckenridge managed and assisted with GIS data analysis and mapping.

Pitchess Detention Center Emergency Vehicle Operation Center, Los Angeles County, CA

UltraSystems is preparing an Initial Study/Mitigated Negative Declaration as well as several technical studies for an Emergency Vehicle Operation Center for the Los Angeles County Sheriff's driver training track, skid pad, motorcycle training area, and a role-play training center for emergency vehicles. Ms. Breckenridge managed/assisted with GIS mapping.

KART Transit Station Project, IS/MND & EA/FONSI, Kings County, CA

This project includes construction of a transit station in the City of Hanford, in Kings County, California. The proposed transit station would replace an existing station that is being outgrown by transit demand. Ms. Breckenridge is assisting with the preparation of the IS/MND and GIS mapping.

9160-9174 Sunset Boulevard Project, City of West Hollywood, CA

UltraSystems is preparing an Environmental Impact Report (EIR) in response to a development application by a private developer to construct a five-story, approximately 53,029-square-foot commercial building (including retail, restaurant, and office uses on the first floor and exclusively office uses on floors two through five), on an approximately 0.43-acre site located at 9160-9174 Sunset Boulevard in the City of West Hollywood. The proposed project consists of the demolition of the existing commercial buildings and surface parking on the project site. The project would provide approximately 105 car parking spaces in a three-level underground parking structure and include an LED media system, or digital canvas, integrated into the west, north and east facades of the proposed new building. Ms. Breckenridge served as GIS Manager, preparing maps/figures and data, and providing oversight for preparation of maps/figures and data processing/calculations for the CEQA Initial Study, EIR, and required technical studies.

Western Sector Improvement Area Project, IS/MND, City of Irvine, CA

UltraSystems prepared an Addendum to the certified Orange County Great Park PEIR for the project. The project consisted of the construction and operation of a water polo site, a field house site, a parking structure site and a future use site on approximately 32.9 acres of land. Ms. Breckenridge managed and assisted with GIS data analysis and mapping.

Sandia Creek Drive and Via Vaquero Road, De Luz, Riverside County, CA

This is a FEMA-funded project for two locations within the De Luz Community District. The project deliverables included a biological resources assessment, tree inventory, and jurisdictional delineation with subsequent regulatory permitting (404, 401, 1602) to facilitate emergency culvert repairs for unnamed streams bisecting Sandia Creek Drive and Via Vaquero Road within the Santa Margarita watershed. Ms. Breckenridge conducted GIS data processing, analysis, and mapping of field-collected data for presentation in the survey reports and permit applications.

Mango Avenue Industrial Warehouse Project, City of Fontana, CA

UltraSystems prepared an IS/MND that consisted of the development of a single 115,100-square-foot warehouse facility, located on a 5.8-gross-acre parcel. Ms. Breckenridge assisted in the preparation of the IS/MND and GIS mapping.



ROBERT REICHER

ENVIRONMENTAL
COMPLIANCE SME



EDUCATION

MBA, Marketing, University of Southern California, Los Angeles, CA

B.S., Marketing, University of California Los Angeles (UCLA), Los Angeles, CA

LICENSES / CERTIFICATIONS

Envision Sustainability Professional (ENV SP)

FAA Remote Pilot License

Wetlands Delineation (Field Practicum)

PROFESSIONAL AFFILIATIONS

Real Estate Broker, State of CA

Urban Land Institute, Member

Who's Who in America Who's

Who in the West

EXPERIENCE

Years of Experience:

40

Years with Firm:

10

Mr. Reicher has been active in the real estate industry since 1970, holding positions with major developers and builders. He has served as an advisor and consultant to many prominent builders, developers, major corporations, lenders, and government agencies throughout the nation and has provided expert witness and litigation support services for both public and private sector entities. In addition to serving as an independent consultant with his own firm, Mr. Reicher has been a Principal with Market Profiles and with Economics Research Associates. He has also directed the regional real estate consulting practice of Deloitte, a Big Four management consulting and accounting firm. He also served as Director of Market Research and Land Acquisition for a major multi-market residential builder and developer.

REPRESENTATIVE EXPERIENCE

OC Loop Bike Trail, Segments O, P, and Q, IS/MND & CE, Orange County, Los Angeles County, CA

The proposed workforce housing project would be located at 7101 Lincoln Avenue, on a 1.35-acre project site (APN 135-192-50) in the City of Buena Park (City). The project site is located along Lincoln Avenue near the intersection of S. Knott Avenue. The project uses proximate to the site include retail (west), commercial (east), residential single-family (north), and hotel, apartments, and retail (south). Lincoln Avenue is a four-lane roadway separated with a center median. Access onto the project site would be from Lincoln Avenue, which is within the jurisdiction of the City of Anaheim.

7101 Lincoln Avenue – Workforce Housing Project, Buena Park, CA

The original IS/MND discussed a variety of environmental topical issues, including hydrology and water quality, air quality, noise, and soils and geology. Information that is still relevant that can be utilized from the prior certified IS/MND will be used by the UltraSystems project team. Proposed changes to the park as part of the Master Plan Update would include additional parking, an expanded skateboard park, restroom facilities, pump track facilities, volleyball courts, pickleball courts, an active meadow/multipurpose field, scenic overlook and trellis, outdoor flex classroom/event space, foul ball netting surrounding baseball fields, baseball score board, and stair connection to future parking lot.

Richard T. Steed Memorial Park/Baron Von Willard Dog Park Master Plan Update, San Clemente, CA

UltraSystems conducted a biological resources assessment, rare plant survey, tree inventory, and jurisdictional delineation with subsequent regulatory permitting (404, 401, 1602) to facilitate installation of a 36-inch storm drain culvert bisecting Lake Hughes Road at mile marker 2.47. Ms. Breckenridge assisted with GIS mapping.

Saint Agnes Medical Center Campus and Emergency Department (ED) Optimization Project, Fresno, CA

Saint Agnes Medical Center Campus is planned to be expanded to include the following new components: Emergency Department Replacement building, including new ambulatory entrance on the first level and ambulance entrance. The ED Replacement Building would consist of several levels, including Level 1 - a 44,000 sq. ft. emergency department with several entrances for trauma/transport, walk-in entrance, and the general public. Level 2 would consist of 23,450 of the ED Replacement Building. There would also be a vertical circulation and enclosed connector to the north wing of the ED building. There would be a rooftop Level, which would consist of two separate and distinct levels. These include the following:

ROBERT REICHER, ENVIRONMENTAL COMPLIANCE SME

Level 1 Roof – 15,200 sq. ft. and Level 2 Roof – 28,700 sq. ft. Proposed new parking lot and drive aisle to the ED Replacement Building, New Parking deck, Proposed healing garden, Proposed garden/courtyard, and. Expanded existing surface parking. The total area of site modification would encompass 311,000 sq. ft. Additionally, there would be an expansion of on-site parking from 929 stalls to 1,264 stalls.

Midland Plaza IS/MND, Fontana, CA

The project would be located at 16835 Baseline Avenue and Adjacent Parcels in the City. The project site is currently vacant with no structures. The site is encompassing 284,884 sq. ft. or 6.53 acres. The site is bounded by Baseline Avenue to the north, Sierra Avenue to the east, and Montgomery Avenue to the south. Surrounding uses include vacant land, residential, and retail uses. Prior uses on-site include orchards with an associated small, single-family residential dwelling, garage, and sheds. All site structures were demolished in 2014, according to a Phase I ESA report.

Jefferson Corridor Transit-Oriented Development Study, Temecula, CA

Mr. Reicher performed a community impact analysis, conducted a peer review of technical reports, and completed a research and economic analysis as part of an UltraSystems project team for this project. The team was assigned to prepare a Project-Level EIR for the Anaheim-to-Los Angeles segment. The work contributed to the development of a comprehensive environmental document. As part of the team, Mr. Reicher also provided project coordination and assistance to the Project Manager in such capacities as client liaison and public meeting participation. He also reviewed and expanded on the socioeconomic and community impact analysis technical reports.

UltraSystems was responsible for preparing the environmental setting sections for the following technical sections: biological resource surveys, monitoring, and mitigation planning; wetlands/waters of the US, Section 404; air quality studies, analysis, and technical documentation; land-use planning; socioeconomic and community impact analysis; cumulative impact assessments; parks and recreational facilities, Section 4(f); and historical and archaeological resource studies, Section 106.

Anaheim Regional Transportation Intermodal Center (ARTIC), Anaheim, CA

Mr. Reicher served as a member of a five-person team of experts assembled by the Urban Land Institute for a Technical Advisory Panel to provide guidance to the City of Anaheim and Orange County Transit Authority (OCTA) for the planning and development of the ARTIC facility, including specific recommendations for associated mixed use and transit-oriented development (TOD) elements of the multi-modal transit center. The site is being master planned to center around a multi-modal transit center that provides convenient access to local and regional activity centers, and will incorporate high speed rail, Amtrak and Metrolink trains, Maglev trains, express and rapid buses, taxis and other forms of transportation. Portions of the site not utilized by the ARTIC multi-modal transit station will be developed with a range of use types, including retail, office, hotel and civic uses..

West Valley Specific Plan Update, Colton, CA

Mr. Reicher served as Project Manager for this Market Opportunity Analysis and Product Segmentation Study for the City of Colton, providing a land-use mix, including acreage specifications for each use, as input to the land planning team for creation of a new Specific Plan. This is an approximately 325-acre, mostly vacant or underutilized parcel of land in Colton, with 1.2 miles of frontage along Interstate 10 and serviced directly by two freeway exits. Within the study area is 903,000 square foot Arrowhead Regional Medical Center, a regional hospital which has a medical and professional staff of over 3,000, and more than 329,000 patient visits per year. Three sides of the subject site will be served by a planned Bus Rapid Transit (BRT) line, and three BRT stations are included within the site boundaries. Significant TOD development will occur around each node.

Sandia Creek Drive and Via Vaquero Road within the Santa Margarita watershed. Ms. Breckenridge conducted GIS data processing, analysis, and mapping of field-collected data for presentation in the survey reports and permit applications.



MICHAEL B. ROGOZEN, D.ENV.

ENVIRONMENTAL
COMPLIANCE SME



UltraSystems
environmental • management • planning

EDUCATION

D.Env., Environmental
Science and Engineering,
University of California, Los
Angeles, CA, 1978

M.S., Systems Engineering,
University of California, Los
Angeles, CA, 1968

B.S., Engineering, University
of California, Los Angeles, CA,
1966

EXPERIENCE

Years of Experience:

46

Years with Firm:

17

Dr. Rogozen, who heads UltraSystems' air and noise practice, has 46 years of experience in project management, health risk assessment, air and industrial wastewater permitting, carbon footprint studies, ambient monitoring, dispersion modeling, pollution control technology assessment, economic analysis of air pollution control alternatives, air toxics emission inventory development, offsite consequence analysis, environmental database design, survey design and management, source test design and analysis, railroad noise investigations, regulatory analysis, water resources studies, and technical writing and editing.

Dr. Rogozen is responsible for consulting, technical project management, and business development. He has assisted industrial and governmental clients in complying with federal and local air quality regulations. His work has included managing air compliance audits, preparing applications for permits to construct and operate (including Title V permits), annual emissions reports, and responses to notices to comply and notices of violation. He has also conducted many health risk assessments under AB2588, Proposition 65, and SCAQMD Rule 1401. Dr. Rogozen serves as lead quality assurance officer for UltraSystems' submittals.

REPRESENTATIVE EXPERIENCE

CEQA Initial Study/Mitigated Negative Declaration and NEPA Categorical Exclusion for the City of Commerce Transit Maintenance Facility Project, Commerce, CA

The City of Commerce (City) proposes to construct and operate a transit maintenance facility (TMF) that would serve the City's transit fleet. The project would include construction and operation of a temporary TMF on a 2.65-acre site at the southwest corner of Elkgrove Avenue and Washington Boulevard, at 5733 Sheila Street, approximately 670 feet north of the proposed project site, while the proposed permanent TMF would be built. The permanent TMF would contain vehicle maintenance facilities and Transportation Department administrative and operational offices. UltraSystems is preparing an Initial Study/Mitigated Negative Declaration under CEQA and a Categorical Exclusion under NEPA. Dr. Rogozen is managing the supporting technical studies of air quality, greenhouse gas emissions, and noise. He is also in charge of preparing a Civil Rights Act Title VI equity analysis, since the project is receiving Federal Transit Administration funding.

OC Loop Bike Trail, Segments O, P, and Q, Orange County, CA

As Senior Principal Engineer, Dr. Rogozen was responsible for preparing the IS/MND's air quality, greenhouse gas emissions, and noise technical analyses. He also performed quality control reviews of most of the other technical analyses and document sections.

Environmental Compliance for OC Streetcar Construction, Santa Ana, CA

Dr. Rogozen is currently project manager for UltraSystems' subcontract with PGH Wong Engineering to assist the Orange County Transportation Authority (OCTA) in complying with regulatory and mitigation requirements during construction of a 4.15-mile light rail project between Buena Park and Santa Ana, California. Environmental issues encountered thus far have included excavation and removal of an unexpectedly high volume of hazardous soil and treated wood waste, nesting bird surveys and monitoring during active construction, discovery and removal of underground tanks, and a human remains discovery.

MICHAEL B. ROGOZEN, ENVIRONMENTAL COMPLIANCE SME

Dr. Rogozen has peer-reviewed compliance plans prepared by the construction contractor, sampling plans and laboratory reports. He has also assisted OCTA in reporting to regulatory agencies.

Initial Study and Mitigated Negative Declaration, Los Angeles County Sheriff's Department Emergency Vehicle Operation Center (EVOC) and Role-Play Training Facility, Los Angeles, CA

UltraSystems Environmental Inc. (UltraSystems) prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the County of Los Angeles Department of Public Works (LACDPW) to satisfy the California Environmental Quality Act (CEQA) and other regulatory requirements for the construction and operation of the proposed Emergency Vehicle Operations Center (EVOC) on a site within the Peter J. Pitchess Detention Center (PDC). The EVOC would be used for the training of entry-level and in-service officers in basic and advanced vehicle handling dynamics, and evasive driving tactics. To support the IS/MND, Dr. Rogozen prepared stand-alone technical reports on air quality, greenhouse gas emissions, and noise. He also reviewed the literature on the effects of noise on birds and estimated the exposure of birds to project noise emissions in the frequency range of their hearing. After the IS/MND was circulated, the County of Los Angeles' counsel asked UltraSystems to prepare a "clarification document" to address changes to the IS/MND based on new information and public comments. Dr. Rogozen was responsible for producing the clarification document, writing a section on noise impacts to wildlife, and writing a justification for not recirculating the document.

Preliminary Environmental Study, Imperial Highway Traffic Signal Upgrades and Safety Enhancements Project, Downey, CA

The City of Downey proposes to upgrade traffic control infrastructure at 11 signalized intersections and institute other safety measures along Imperial Highway between Old River School Road on the west and Woodruff Avenue on the east. Dr. Rogozen prepared a Preliminary Environmental Study (PES) and found that no technical studies were required by the project. UltraSystems submitted the completed PES to Caltrans Region 7 and the document was accepted.

Dogwood Road Bridge Replacement Over Central Main Canal, Imperial County California

Dr. Rogozen was responsible for the air quality, greenhouse gas (GHG) emissions and noise impact analyses for a CEQA initial study/mitigated negative declaration (IS/MND) for a bridge replacement project near Heber, in Imperial County, California. For air quality, Dr. Rogozen performed a qualitative analysis per Imperial County Air Pollution Control District guidelines. To estimate GHG emissions, he used the Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model, Version 8.1.0, which has a land use category called "Bridge/Overpass Construction." The noise analysis was semi-quantitative, enough to demonstrate that sensitive noise receivers were so distant that construction noise impacts would be less than significant, and that traffic noise during project operation would not change from current conditions.

Preliminary Environmental Study and Technical Studies Crosswalk Upgrades Project, Moreno Valley, CA

As subcontract project manager, Dr. Rogozen helped the City of Moreno Valley with a project to improve the safety of seven school crossing intersections by installing six Rapid Rectangular Flashing Beacons (RRFBs) and one hybrid pedestrian crosswalk treatment (HAWK). The City has identified these sites as having a higher crash exposure than other intersections within the City. All sites currently have high-visibility crosswalk treatments, but the addition of RRFB and HAWK signals would further increase pedestrian safety. Because the project is partially federally funded, UltraSystems prepared a Caltrans Preliminary Environmental Study (PES) to assess the potential environmental impacts and required technical studies for the project. After reviewing the PES, Caltrans Region 8 determined that an Initial Site Assessment screening checklist and a formal visual impact assessment (VIA) be prepared. UltraSystems submitted the completed PES, ISA Checklist and VIA to Caltrans and the document was approved.



MICHELLE B. TOLLETT, BA, ISA

ENVIRONMENTAL
COMPLIANCE SME



EDUCATION

D.Env., Environmental
Science and Engineering,
University of California, Los
Angeles, CA, 1978

M.S., Systems Engineering,
University of California, Los
Angeles, CA, 1968

B.S., Engineering, University of
California, Los Angeles, CA,
1966

PROFESSIONAL AFFILIATIONS

Certified Arborist (WE-12103-A)
Mitigation Measures &
Monitoring,
CNPS, Plant Science Training
Program 2020

CRAM Vernal Pools 2017

CRAM Instructor-in-Training 2017

Certified *Caulerpa taxifolia*
Surveyor, NMFS (2013/2014).
Southwestern Willow Flycatcher
2013

Western Pond Turtle Workshop,
Elkhorn Slough Coastal Training
2012

EXPERIENCE

Years experience:

22

Years with Firm:

32

Ms. Tollett has 22 years of experience as a field and consulting biologist working with private companies and public agencies throughout California and the Rocky Mountains. She is the Lead Senior Biologist and Group Manager at UltraSystems Environmental in Irvine, California. Her responsibilities include managing the Biological Resources Team; supervising and mentoring staff biologists; delegating work assignments; managing budgets and project schedules; reviewing document preparation; interacting with client and resource agency representatives; developing mitigation site design with landscape contractors; preparing and conducting environmental awareness training.

Ms. Tollett is experienced with a multitude of field surveys (flora and fauna), wetland/jurisdictional delineations, tree inventories, wildlife corridor studies, and is familiar with the regulatory framework to prepare defensible biological resources technical reports and environmental documents, including biological constraints surveys, reconnaissance-level field surveys, wetland delineations, arborist reports, CRAM assessments, focused special-status species surveys, and habitat mitigation and monitoring plans.

Ms. Tollett's industry experience includes oil and gas transmission lines, energy transmission lines, wind and solar renewable energy, private development, transportation, flood control, military base, mineral mining, and conservation-oriented projects.

Prior to her biological consulting experience, she worked in the Channel Islands National Park as a naturalist. Ms. Tollett continues to volunteer with non-profit groups to educate local community members through citizen-based science and serves as a high school science fair judge each year for the Newport Bay Conservancy.

REPRESENTATIVE EXPERIENCE

MBTA Breeding Bird Surveys, Newport Beach, CA

Ms. Tollett is the Project Manager for the management and preparation of Breeding Bird Survey Reports for the client, American Safety Group, to demonstrate compliance with MBTA, CFGC, FESA, and CESA. The project also included the conduction of breeding bird and preconstruction breeding bird surveys to assess the project site for active nests of birds protected by MBTA, CFGC, FESA and CESA. This project is situated on a coastal bluff in Newport Beach's Corona del Mar community.

Boulder Avenue Improvement Project, Boulder Avenue, CA

Boulder Avenue is a major collector street with 2 lanes each direction separated by a median. The scope of the project includes various roadway improvements within the City of Highland, in the county of San Bernardino, California. Ms. Tollett is the Project Manager for the management and preparation of an Environmental Compliance Report.

Municipal Bus Lines Transit Maintenance Facility Project, City of Commerce, CA

Ms. Tollett served as the Sr. Biologist for the management and preparation of the Biological Resources Section of the IS/MND for the urban in-fill Municipal Bus Lines Transit Maintenance Facility Project, located in the City of Commerce, California.

MICHELLE B. TOLLETT, ENVIRONMENTAL COMPLIANCE SME

Segments O, P, and Q, Orange County, CA

Ms. Tollett supervised the biological resource surveys (reconnaissance, bats, and birds) and jurisdictional delineation for development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop, Segments O, P, and Q, spanning the cities of La Mirada, Buena Park, and Cerritos, California.

Lake Hughes Road, Los Angeles County, CA

Ms. Tollett supervised a biological resources assessment, rare plant survey, tree inventory, and jurisdictional delineation with subsequent regulatory permitting (404, 401, 1602) to facilitate installation of a 36-inch storm drain culvert bisecting Lake Hughes Road at mile marker 2.47

Los Angeles County Sheriff's Department Emergency Vehicle Operation Center (EVOC) and Role-Play Training Facility, Pitchess Detention Center, Castaic, Los Angeles County, CA

Ms. Tollett supervised field studies for preparation of several technical reports including a biological resources evaluation, jurisdictional delineation, focused burrowing owl surveys (breeding and non-breeding season), and rare plant survey. The technical studies were prepared to support the findings within the subsequent Initial Study/Mitigated Negative Declaration for an Emergency Vehicle Operating Center for the Los Angeles County Sheriff's driver training track, skid pad, motorcycle training area, and a role play training center for emergency vehicles.

Dogwood Road Bridge Improvement Project, Imperial County, CA

Ms. Tollett supervised and participated in several surveys for this bridge replacement project located over the Central Main Canal near the intersection of Dogwood Road and Willoughby Road in Imperial County, California. The project included an Initial Study Mitigated Negative Declaration (IS/MND) to adopt measures to avoid or reduce potential environmental impacts to less than significant levels. Also completed was a biological resources survey, jurisdictional delineation of Waters of the United States (WOTUS) and Waters of the State (WOS), Habitat Mitigation and Monitoring Program (HMMP), and focused burrowing owl (BUOW) surveys because the bridge is located within BUOW habitat.

Median Landscape Improvements for the Valley View Avenue (Imperial Highway to Rosecrans Avenue) Project, City of Commerce, CA

Ms. Tollett served as the Sr. Biologist for the management, supervision of field biologists, and preparation of the Nesting Bird Survey Report for the Median Landscape Improvements for the Valley View Avenue (Imperial Highway to Rosecrans Avenue) Project, located in the City of La Mirada, California.

Elizabeth Lake Road Rehabilitation Project, Los Angeles County, CA

Ms. Tollett directed the biological surveys for this LACDPW road improvement project located on Los Angeles County land. She prepared a biological resources evaluation and jurisdictional delineation report.

Slauson Avenue Bridge Seismic Retrofit Project, Los Angeles County, CA

Ms. Tollett supervised and participated in reconnaissance-level field survey, bat emergence count, wetland delineation peer review, streambed alteration agreement revision, bat exclusion and monitoring plan, mitigation monitoring, preconstruction surveys, and overall project management for the project site and the surrounding areas. This bridge spanned the jurisdiction of Pico Rivera, Santa Fe Springs, and Unincorporated Los Angeles County.

Pine Canyon Biological Assessment and Jurisdictional Delineation, Los Angeles County, CA

Ms. Tollett supervised this 9.59-mile road improvement project spanning Los Angeles County and the Angeles National Forest within chaparral and native oak habitats. The project required preparation of a biological technical report, wetland delineation, tree inventory, arroyo toad (*Anaxyrus californicus*), least Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher (*Empidonax traillii extimus*), and rare plant surveys. Preparation of the related resource agency permitting is anticipated. Ms. Tollett prepared and reviewed methodology, species data, GIS data, figures, and reports.



STEPHEN O'NEIL, M.A., RPA

ENVIRONMENTAL
COMPLIANCE SME



EDUCATION

D.Env., Environmental
Science and Engineering,
University of California, Los
Angeles, CA, 1978

M.S., Systems Engineering,
University of California, Los
Angeles, CA, 1968

B.S., Engineering, University
of California, Los Angeles, CA,
1966

AFFILIATIONS

Certified Arborist (WE-12103-A)
Mitigation Measures &
Monitoring,
CNPS, Plant Science Training
Program 2020

CRAM Vernal Pools 2017

CRAM Instructor-in-Training
2017

Certified *Caulerpa taxifolia*
Surveyor, NMFS (2013/2014).
Southwestern Willow Flycatcher
2013

Western Pond Turtle Workshop,
Elkhorn Slough Coastal Training
2012

EXPERIENCE

Years of Experience:

22

Years with Firm:

32

Mr. O'Neil has 43 years of experience as a cultural resource specialist in California. He has researched and written on archaeology, ethnography, and history throughout California. Mr. O'Neil has archaeological experience in excavation, survey, monitoring, and lab work. Most of this has been on Native American prehistoric sites, but also includes Spanish, Mexican, and American period adobe sites. His project management experience includes private, municipal, county, state and federal survey, excavation and monitoring projects. He has range of expertise in Phase I & II Cultural Resource Inventories, and archaeological, historical and paleontological survey assessments, and cultural background studies for various EIR projects. Mr. O'Neil has worked for cultural resource management firms as well as government agencies and Native American entities. He has prepared technical reports as well as published journal articles.

REPRESENTATIVE EXPERIENCE

Historic Property Survey Report for the OC Loop Bike Trail, Segments O, P, and Q, Orange County, CA

The project proposes development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop, Segments O, P, and Q, spanning the cities of La Mirada, Buena Park, and Cerritos, California. There is a federal NEPA component to the project with Caltrans District 12 providing funds from the FHA to OCPW to fund a portion of the project. Therefore Caltrans required an Historic Property Survey Report and an Historic Resources Evaluation Report be prepared. Prepared by: Bai "Tom" Tang, CRM TECH; Attachment B Archaeological Survey Report by Stephen O'Neil, Attachment A APE Map by Billye Breckenridge, and Attachment C Native American Correspondence by Megan Black. (Stephen O'Neil, Project Cultural Resources Manager.)

Cultural Resources Monitoring for OC Streetcar Construction, Santa Ana, CA

Mr. O'Neil is currently in charge of archaeological, historic resources and paleontological monitoring under UltraSystems' subcontract with PGH Wong Engineering to assist the Orange County Transportation Authority (OCTA) in complying with regulatory and mitigation requirements during construction of a 4.15-mile light rail project between Buena Park and Santa Ana, California. He manages a team of UltraSystems field archaeologists, who must be present during all construction involving excavation. Monitoring activities has increased since discovery in 2020 of a Native American burial at the project site. Mr. O'Neill has also collected samples of marine fossils near the old Santa Ana River bridge, and of historical era trash underlying the former Pacific Electric right-of-way, which forms part of the OC Streetcar route. The samples were sent to subject matter experts for evaluation, and Mr. O'Neill has peer-reviewed the resulting technical reports, as well as all daily monitoring reports by field archaeologists and Native American monitors.

Municipal Bus Lines Transit Maintenance Facility Project, City of Commerce, CA

Ms. Tollett served as the Sr. Biologist for the management and preparation of the Biological Resources Section of the IS/MND for the urban in-fill Municipal Bus Lines Transit Maintenance Facility Project, located in the City of Commerce, California.

Safe Routes to School Project (Federal Project Number ATPL-5307(024)), City of Fontana, San Bernardino County, CA

UltraSystems provided environmental services support for their sidewalk and bicycle infrastructure upgrade project. This will consist of work on Arrow Boulevard and Fontana Avenue installing 2.2 miles of sidewalk and bicycle infrastructure

STEPHEN O'NEIL, ENVIRONMENTAL COMPLIANCE SME

including sidewalks bicycle lanes curb and gutter, ADA compliant driveways, ramps, signage and pavement restriping. The City of Fontana prepared a Preliminary Environmental Study (PES), which was reviewed by Caltrans. Prepared for the City an Environmental Assessment of the impacts of the project in accordance with the National Historic Preservation Act of 1966 (NHPA) Section 106 (Protection of Cultural Resources & Historic Properties), Caltrans Local Assistance Procedures Manual (LAPM), Standard Environmental Reference (SER), and Section 106 Programmatic Agreement (PA): 1. Area of Potential Effect (APE) Map approved by Caltrans District 8 District Local Assistance Engineer (DLAE) and Senior Environmental Planner (SEP) prior to commencing the following studies. 2. Historical Properties Survey Report (HPSR) and Historical Resources Evaluation Report (HRER) - approved from the Caltrans District 8 DLAE and SEP, a HSPR, ASR [Archaeological Survey Report] and HRER.

Pasadena Transit Operations and Maintenance Facility Project, City of Pasadena, Los Angeles County, CAMs.

Tollett supervised a biological resources assessment, rare plant survey, tree inventory, and jurisdictional delineation with subsequent regulatory permitting (404, 401, 1602) to facilitate installation of a 36-inch storm drain culvert bisecting Lake Hughes Road at mile marker 2.47

Los Angeles County Sheriff's Department Emergency Vehicle Operation Center (EVO) and Role-Play Training Facility, Pitchess Detention Center, Castaic, Los Angeles County, CA

Ms. Tollett supervised field studies for preparation of several technical reports including a biological resources evaluation, jurisdictional delineation, focused burrowing owl surveys (breeding and non-breeding season), and rare plant survey. The technical studies were prepared to support the findings within the subsequent Initial Study/Mitigated Negative Declaration for an Emergency Vehicle Operating Center for the Los Angeles County Sheriff's driver training track, skid pad, motorcycle training area, and a role play training center for emergency vehicles.

Dogwood Road Bridge Improvement Project, Imperial County, CA

Mr. O'Neil was the Cultural Resources investigator in support of the Initial Study/Mitigated Negative Declaration prepared for the City's new transit operations and maintenance facility consisting of a three-level, 84,650-square-foot structure used for parking buses and paratransit vehicles, vehicle rep [air and fueling, and dispatching and administrative functions. The cultural investigation consisted of a Phase I Report prepared with material from a records search at the South-Central Coastal Information Center, a Sacred Lands File search by the Native American Heritage Commission, outreach to local tribes, and a pedestrian survey of the project site. No prehistoric or historic archaeological sites were discovered. Mr. O'Neil communicated with the city to gather information on their AB 52 tribal consultation. This work provided information to prepare the Cultural Resources and Tribal Cultural Resources sections of the IS/MND.

Pine Canyon Road Cultural Resources Inventory Survey, Los Angeles County, CA

Mr. O'Neil was the cultural resources project manager for the inventory along Pine Canyon Road between Three Points Road and Lake Hughes Road, county roads near the rural communities of Lake Hughes and Three Points in unincorporated Los Angeles County, California. The County of Los Angeles Department of Public Works (LACDPW) planned the reconstruction of 9.59 miles of this road work including resurfacing and widening of the roadway, replacing and extending culverts, grading, guardrail replacement and installation, and tree removal. An intensive pedestrian survey of the road was conducted. One previously recorded prehistoric and one previously historic site were observed, and their site records were updated. Four new historic sites were recorded. Mr. O'Neil was the Field Director for the field survey effort and co-authored the inventory report with Jay Sander. During road improvement work in 2018 UltraSystems conducted archaeological monitoring. Client: Los Angeles County Department of Public Works, Los Angeles, California.

WORK PLAN



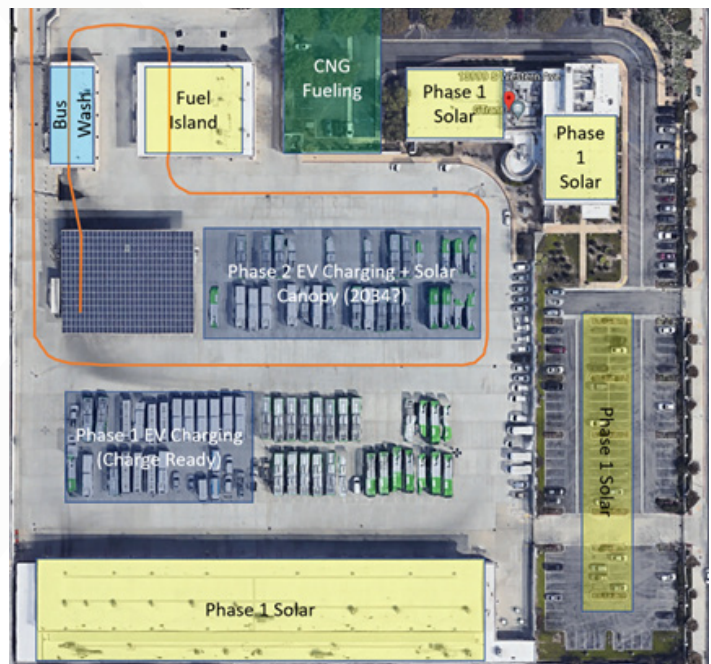
The Anser team stands ready with a mix of familiar faces and new expertise and tools to expertly guide GTrans through the next phases of your electric bus charging station installation and campus electrification/solar/battery installation project. Coordination of a project of this scale and interdisciplinary complexity is not for the uninformed, and it can yield many efficiencies if installed in a coordinated fashion. Our team's experience with similar projects and our longstanding history of performing owner's representative work in the public sector equip us with the requisite technical and project/program management knowledge to help ensure your project is a success. We look forward to leveraging our previous work with GTrans to quickly and efficiently move your project forward.

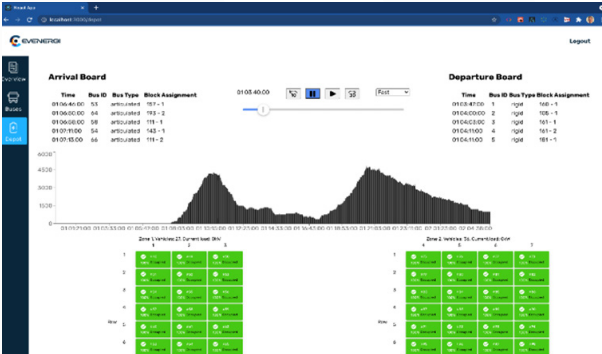
David Lazerwitz will act as the main point of contact for this project, coordinating resources and outside expertise as needed to adequately support the City. He will be available part-time in-person at GTrans for the duration of this owner's representative work to allow city staff to pop in, ask questions and collaborate in real time. Under David's leadership, Anser will execute the following work plan:

TASK 1: DESIGN AND PRE-CONSTRUCTION ASSISTANCE

Anser is well equipped to immediately support the City's efforts in iterating on site use and layout recommendations. This is particularly useful in coordinating across disciplines including the impending CNG fueling station and new equipment to be installed there, the Charge Ready EV charging stations, existing facilities and new solar and battery storage. The work includes laying out various different components on the site and rearranging them into different configurations to simulate bus flow through the yard, checking for minimal impacts on bus operation, especially given there will now be three different bus fuels (gasoline, CNG and electric) buses in the mix. Component layout is also of particular importance at this stage in the game to ensure that infrastructure placement is "no regrets" meaning that it can stay in place for the entirety of its useful life, not have to be ripped out prematurely to make way for the next project phase. It also includes seeking stakeholder input from site personnel to ensure that what the project plans are agreeable to the fleet operators. Led by **David Lazerwitz**, he and **Danielle Nelson** will leverage the lessons learned from a similar exercise at Anaheim Transit Network (ATN) where Anser is acting as owner's representative for the construction of an 82 bus all-electric bus depot including supporting infrastructure.

In conjunction with the site use and layout recommendations, **Steve Clarke** and **Danielle Nelson** will work with GTrans to analyze the impact to the site's energy use with the planned changes and the different site configurations, as well as backup power and energy storage recommendations. In a project like this, there will be many components contributing to fluctuations in the site's energy use such as solar PV, EV Chargers, battery storage, and CNG Compressors. Before finalizing the details of long term capital projects such as those listed above, our team will help GTrans understand the financial and operational impacts of each change and confirm the most beneficial electrical meter interconnection locations especially with the new net energy metering (NEM 3.0) rules coming. Solar PV will be modeled in Helioscope while battery storage will be modeled with solar output in Energy Toolbase. The Anser team can also help GTrans identify the best course of action to support backup power for the site, as many of the energy storage technologies used for demand and bill reduction can also act as backup power when paired with solar PV or another generating source, perhaps even a CNG fuel cell, as the site will still have adequate CNG supply after the CNG buses are retired.

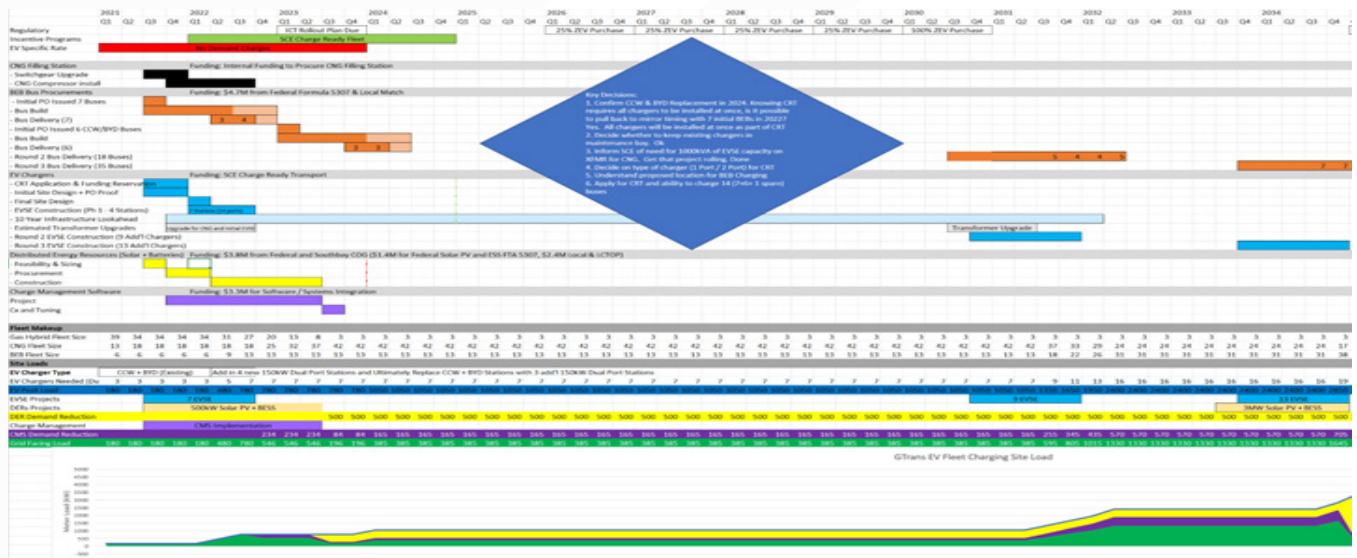




The Anser team is prepared to support GTrans through the remainder of their Charge Ready Application, leveraging **Martin Camargo's** insight who currently works on SCE's Charge Ready program. Not only is Martin actively managing over 80 projects for SCE's Charge Ready Program, but he is also a certified Trade Professional trained by SCE in the specifics of the program. This "insider knowledge" will help smooth over any wrinkles in GTrans' application process and help both parties get what they need and want out of this make-ready infrastructure incentive program. Martin has also been instrumental in leveraging his industry contacts to source major EV charging infrastructure components and significantly reduce project lead times.

With the project details ironed out, the Anser team will help GTrans develop project specifications which will ultimately be used in staging and sequencing of the projects as well as incorporated into the bid documents for the design builder. A holistic understanding of all the different projects and their funding sources together will help chart the critical pathway for projects to be completed, in a complementary order, facilitating a no-regrets installation order which works in tandem with known project constraints, such as utility infrastructure, funding spend deadlines, or bus arrival dates.

Initially this starts out as a high level staging and sequencing diagram which begins with major funding deadlines at the top. Then it layers on the projected eBus purchase timeline, calculates the need for charging infrastructure, load growth and then plans other project components such as solar PV, battery storage and charge management software to mitigate those loads.



Once the order of projects is established and agreed upon by all parties, then a master schedule is created which ties together the timelines of the various different projects. Anser is fluent in many different types of scheduling platforms, from Monday.com to Primavera P6 to MS Project to Procore, and looks forward to building out the master project schedule in the platform of choice for GTrans. **David Lazerwitz** has experience working on fleet electrification projects like for SCE's own fleet charging solutions where the Anser team built their own virtual project office (VPO) software to properly track progress, status and accountability of a multi-year cost-loaded schedule with over 150 distinct project mobilizations across 150 sites.

Along with a project’s schedule, Anser’s extensive knowledge in project management and project controls can both anticipate and support the GTrans Construction Manager to keep this project on track. **David Lazerwitz** and **Danielle Nelson** bring direct experience managing similar projects such as ATN, developing and managing key project and payment milestones, document control procedures, project accounting procedures and suggested procurement strategies. Our team prides ourselves as being a natural extension of our client’s staff, adopting any procedures already in place and suggesting new ones to fill any potential gaps.

With a robust project management and project controls approach now solidified, as well as a procurement approach, the Anser team will help GTrans draft key project documents to put individual portions of the entire project out to bid. Collectively, **Steve Clarke** and **David Lazerwitz** have over 300MW of solar owner’s representative work experience to draw from when helping GTrans with the bid package. We know how to put a bid package together which minimizes contractor risk and helps obtain the best pricing for our clients. We know how to put a bid package together with sufficient detail to minimize contractor uncertainty and obtain the best pricing for our clients. David’s work with Grossmont Union High School District resulted in the combination of 875 kW of Solar and EV Chargers. The work consisted of their upcoming EV school buses, using the revenue generation potential from the solar PV to offset the cost of charging infrastructure for the buses. Steve’s work with the School Project for Utility Rate Reduction (SPURR) is currently helping to craft statewide “piggybackable” RFPs for both electric vehicles and EV infrastructure for any public agency. From all these efforts, we’ll have great RFP templates to start with for further customization to GTrans’s standards.

As an important piece of the bid package, the Anser team brings subcontractor **UltraSystems** to help the City foresee any environmental issues associated with the project. They will develop a plan to understand and/or mitigate risk for bidding contractors. UltraSystems brings over 28 years of experience in the environmental realm, and has provided consulting services and prepared over 7,000 environmental reports, engineering studies and other technical studies for its clients to ensure applicable local, State, and federal laws and regulations are compliant as it relates to the potential impacts a project may have on the environment. Anser’s work with ATN also helped manage a host of project development issues, including the obvious environmental issues.



RFP Bidder Evaluation Matrix

Category	Strategy Weight	Objective Criteria	Weight	Evaluation's Status
Cost	100	Clear articulation	100	
		Clear charging operation	100	
		Agreement with utility website programs (and other grants and cost offset)	100	
		Innovative pricing models	100	Top 3 candidates/papers
Qualifications	100	Qualifications and Experience	100	
		California public agencies, P 54, 104 experience	100	
		Experience with 100 MW	100	
Scope and experience	100	Understanding of scope of work, technical expertise	100	
Requirements	100	Provisioning scope of utility and interconnectivity (P54/104 third party bids, etc)	100	
		Software compatibility and interconnectivity (P54/104 third party bids, etc)	100	
		EV charging station availability/interconnectivity (third party)	100	
		Hardware	100	
Support	100	Customer Support	100	
		Customer Support	100	
Total	100		Total	100

From our work there, we now know to be on the lookout for and actively mitigate other potential issues such as setbacks and height restrictions, utility capacity restrictions, non-environmental permitting, ADA issues, inflationary pressures, and supply chain issues which all have potential to stop a project in its tracks.

Our team’s experience with owner’s representative work gives us a long history of assisting where needed in running public sector procurements in the energy and renewable space. The team’s experience with ATN, Fullerton College Solar PV, SPURR, and Chaffey College as their Owner’s Representative for an entire sustainability plan, including solar, batteries and EVs provides us with a wealth of knowledge in helping Public Agencies select the best contractor for their needs and doing so in a defensible manner. Our team has presented to or supported city council presentations along with our partner clients and we look forward to doing so on this project.

Anser's previous work with GTrans gives us a leg up in understanding details of the bus yard, and some of the existing conditions at the site. We will leverage this previous understanding of the bus yard to quickly come up to speed on the latest conditions, as they are prone to change. Our existing relationships with the team will facilitate easy communication as we form a lasting partnership through the course of this project.

Additionally, we have contacts within Clean Energy, the CNG station developer, and MOEV, the vendor responsible for the CEC grant funding the intertie between the Solar PV and charge management software. We look forward to assisting the entire team to bring together the additional EV chargers and additional solar and storage, along with the legacy systems of Aurora Vision Solar and Vericity, to achieve further operational and energy efficiencies.

Anser's experience with the City of Gardena doesn't end there. On our team is **Jonathan Smith** who is leading Anser's Construction Management / Construction Inspection work with the City's remodel of the dispatch building and reroof of the fire station. This familiarity gives our team a leg up in understanding how the City works including contacts within City Engineering and permitting as well as coordination experience with the GTrans IT team.

TASK 2: ESTIMATING, COST CONTROL AND EVALUATION

Due this project is being funded by a combination of grant dollars, it is more important than ever to begin the process with dialed in project cost estimates, robust cost controls and a team equipped to evaluate any requests for project dollars. Financial expectations determine which projects are started, but only accurate cost estimates determine which are completed within budget. There is no stage more important to achieving the program's objective than the first attempts to establish a budget. The success of a project hinges on getting the alignment of budget, scope, and quality right at the beginning of the project, as well as the maintenance of that alignment as design progresses.

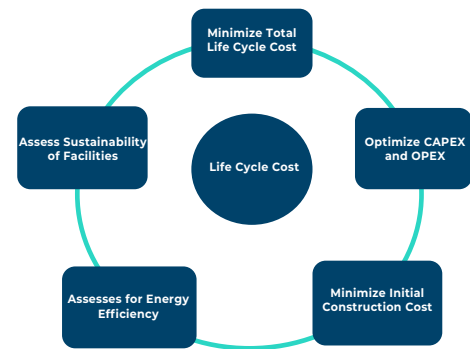
Led by **Andy Kleimola**, our team can build accurate ground up estimates leveraging experience from \$2.4 billion in cost estimates for major infrastructure projects across North America. Our Estimating team recognizes the importance of having reliable construction cost estimates before a shovel ever hits the ground. Accurate cost estimates are required to create project budgets, evaluate cost implications of numerous design decisions as design advances and to analyze the accuracy and fairness of contractor's estimate submissions and our team's estimates leverage experience throughout a project development lifecycle – conceptual design through construction.

Creating a construction budget allows you to prepare for potential delayed completion dates, owner modifications, unforeseen structural problems, and other hidden costs. A little time spent estimating construction costs saves a lot of time (and money) in the end. With proper planning and reliable, accurate budgeting of your projects, you eliminate these major reasons that projects fail and maximize the likelihood of project success.

In addition to the capital costs, Anser works with our clients to provide life cycle and operational costs. Our team of experts will work with your staff and design team to assess the projects life cycle costs. We understand that the initial capital investment is only part of the equation and that a lower initial cost is not necessarily the best overall value when you assess the life cycle and operational components. The life cycle and cost to operate are an important aspect of the overall financial picture of a capital project and our team is committed to providing GTrans the best overall value for their investments in their projects.

ESTIMATE SUMMARY				
Description	Quantity	Unit of Measure	Unit Price	TOTAL COST
01 00 General Conditions				
01 00 Existing Conditions	1	SF	13.00	\$ 13.00
02 00 Concrete	1	SF	184.01	\$ 184.01
04 00 Masonry	1	SF	0.00	\$ 0.00
06 00 Metal	1	SF	44.93	\$ 44.93
06 00 Woods & Plastics	1	SF	0.20	\$ 0.20
07 00 Thermal & Moisture Protection	1	SF	0.00	\$ 0.00
08 00 Glazing	1	SF	0.48	\$ 0.48
09 00 Finishes	1	SF	0.50	\$ 0.50
10 00 Specialties	1	SF	0.31	\$ 0.31
11 00 Equipment	1	SF	0.00	\$ 0.00
12 00 Furnishings	1	SF	0.00	\$ 0.00
13 00 Special Construction	1	SF	3.84	\$ 3.84
14 00 Covering Systems	1	SF	2.50	\$ 2.50
21 00 Fire Suppression	1	SF	3.84	\$ 3.84
22 00 Plumbing	1	SF	0.00	\$ 0.00
23 00 HVAC	1	SF	0.41	\$ 0.41
26 00 Electrical	1	SF	10.71	\$ 10.71
27 00 Communications	1	SF	0.20	\$ 0.20
28 00 Electronic Safety & Security	1	SF	0.00	\$ 0.00
31 00 Earthwork	1	SF	2.07	\$ 2.07
32 00 Exterior Site Improvements	1	SF	20.88	\$ 20.88
33 00 Site Utilities	1	SF	20.54	\$ 20.54
TOTAL DIRECT COSTS (Hard Costs)	38,162.00	SF	\$ 163.23	\$ 6,204,458
GENERAL EXPENSE				
General Liability Insurance	1.00%	%	\$	\$ 62,045
Design	4.00%	%	\$	\$ 248,180
Texture Fees	1	LS	\$	\$ 3,000
TOTAL GENERAL EXPENSE	39,702.00	SF	\$ 1.04	\$ 716,225
TOTAL Direct Cost + General Expense (Floor Cost)	38,162.00	SF	\$ 169.37	\$ 6,920,683
SOFT COSTS				
Architectural Design (P.L.C. / by Owner)	1	LS	\$ 225,000.00	\$ 225,000
Electrical Design (P.L.C. / by Owner)	1	LS	1,900,000.00	\$ 1,900,000
Mechanical Design (P.L.C. / by Owner)	1	LS	25,000.00	\$ 25,000
Plumbing Design (P.L.C. / by Owner)	1	LS	25,000.00	\$ 25,000
Engineering and Design (P.L.C. / by Owner)	1	LS	90,000.00	\$ 90,000
SUBTOTAL SOFT COSTS	36,102.00	SF	\$ 12.40	\$ 485,000

It is critical to optimize the capital funds to be spent throughout the project life-cycle. Life-cycle cost analysis ensures the cost-effectiveness of the project. Our team will assist in determining the most cost-effective option among different competing alternative to purchase, own, operate, and maintain.

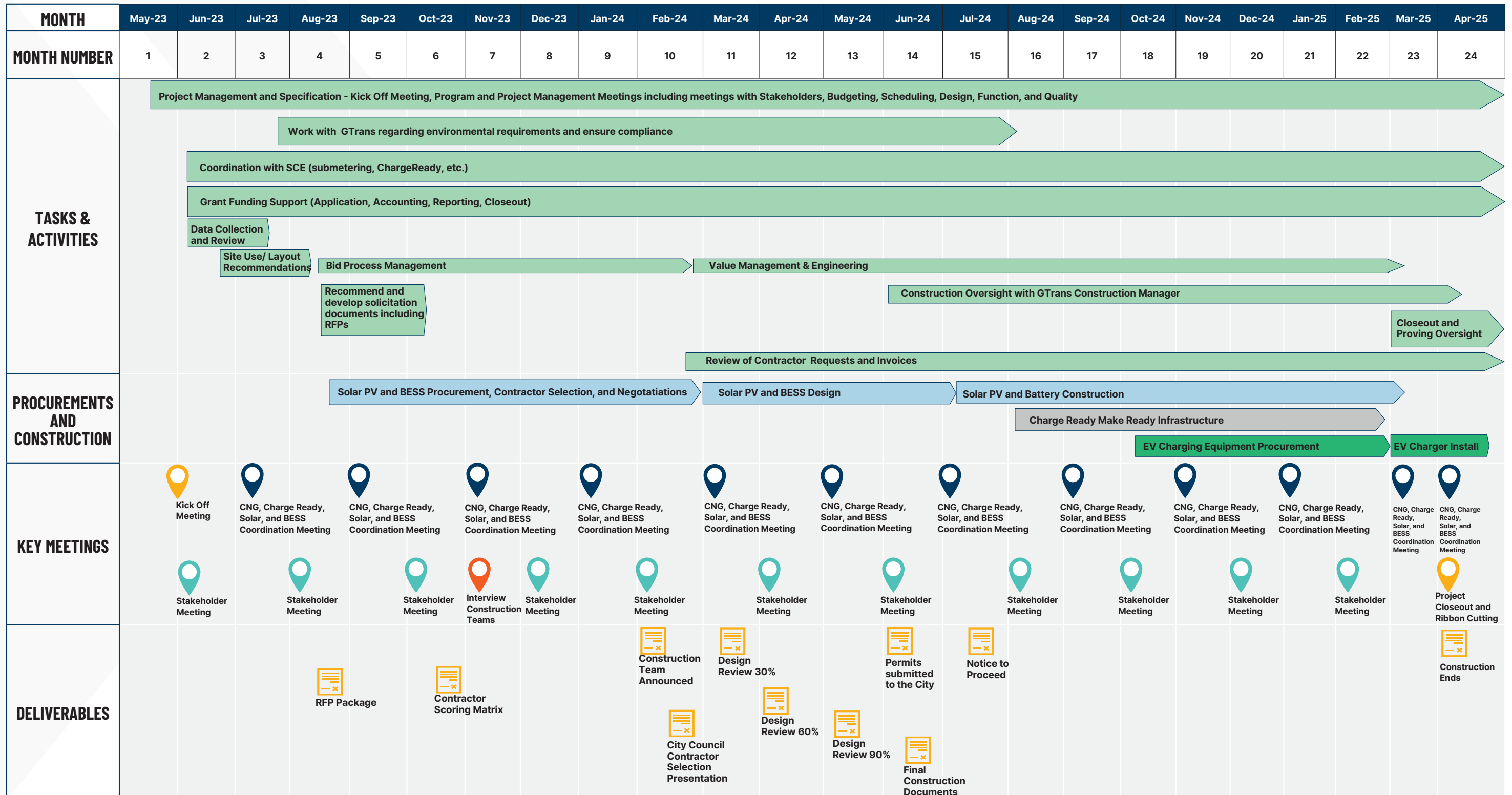


As a sanity check, using data much closer to home, our team also has an entire database worth of project data from SCE's Charge Ready program showing historical pricing data trends of EV charging infrastructure used through this make-ready program. As pricing has been highly variable of late considering supply chain and pandemic related issues, knowing what actual projects cost can be extremely helpful in setting expectations, evaluating bids, etc. With these cost estimates in hand, **Steve Clarke** and **David Lazerwitz** will then create a funding table to ensure that all project scopes are covered by the different grants and/or local match funding. We will work with GTrans staff to evaluate the funding strategies and identify any areas of funding risk and or scope gaps.

		CEC Grant	Federal 5307 Funding + Local Match	2023 SBIR(b) or SBIR(c)	SBDOG/ICTOP + Local Match	Charge Ready	Self Generation Incentive Program (SGIP)	Power Purchase Agreement (PPA)	Unfunded Costs	
		-Integration of Charge Management and Onsite DERs - \$5M/charger + \$20K/installation	-\$4.7M for DERs + \$1.4M for Solar + Storage	Bus and Bus Facilities or Low-Voltage Street Lighting	-\$5M for Solar + Storage (Includes \$4M extension)	-\$2M rebate per Charge Cabinet + \$100K/200% Make Ready Costs	-\$2M/wh (Max \$1.5M) w/ 7 years	- Potential to pick up remaining Solar PV costs	- FY 22 SBIR additional funding to cover additional costs	
	Funding Totals	\$ 3,300,000	\$ 6,100,000	\$ 4,320,000	\$ 6,000,000	\$ 750,000	\$ 500,000	\$ -		
Project Component	Description	Estimated Cost								Vendor/Installer
Zero Emission Buses	Initial Purchase of 7 Buses (200k/wh)	\$ 6,300,000		\$ 4,700,000					\$ 1,600,000	Gilling
Zero Emission Buses Pt 2	Replacement of Existing 4 Buses (200k/wh)	\$ 5,400,000		\$ 4,320,000					\$ 1,080,000	TBIO
EV Charging Hardware	7 Dual Port EVSE (200k/wh)	\$ 420,000	\$ 210,000			\$ 210,000			\$ (49,000)	ABB
EV Charging Hardware Installation (Not Eligible for CRT)	Installation of Infrastructure from Power Cabinets all the way to charging dispensers	\$ 140,000	\$ 140,000						\$ -	DER Design Builder or Public Works
EV Charging Make Ready Infrastructure	Infrastructure from meter up to power cabinets (not as CR Transport covers 200% make ready costs)	\$ 500,000				\$ 500,000			\$ -	SCE Contractor
EV Charging Canopy	Solar Ready Canopy Structure (Estimate based on 4x8ft canopy + dispensers at \$1.4M)	\$ 1,400,000			\$ 1,400,000				\$ -	DER Design Builder
Solar PV	100kW of Solar PV (25.83/wh), excluding canopy, estimated based on Metro (Quint)	\$ 2,003,790			\$ 2,003,790				\$ -	DER Design Builder
Stationary Battery Storage Charge Management / DER Integration	475kW/2000VWh of BSS (21,700/wh), w/ based on Metro (Quint)	\$ 2,400,000	\$ 1,400,000		\$ 1,000,000				\$ -	DER Design Builder
Construction Management Services	Software and Systems Integration	\$ 2,950,000	\$ 2,950,000						\$ -	Mosev
	4% of solar, storage and EV charging costs (estimate)	\$ 823,574				\$ 823,574			\$ -	Anser Proposal
Project Contingency	15%	\$ 772,666				\$ 772,666				
	Totals	\$ 23,130,000	\$ 3,300,000	\$ 6,100,000	\$ 4,320,000	\$ 6,000,000	\$ 750,000	\$ -	\$ -	\$ 2,631,000
	Remaining Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	

Should any funding gaps become present due to unforeseen circumstances or factors out of the control of the project team, Anser is prepared to assist GTrans in evaluating their project objectives in alternative ways. For example, when ATN wanted to electrify their entire bus fleet by 2025, but didn't have the capital to do so, Anser team members **Adam Tobin** and **David Lazerwitz** helped them evaluate alternative delivery arrangements, ultimately settling on a Solar + EV Charging PPA which helped cover the upfront costs associated with the EV Charging infrastructure. We also helped them apply for and win a \$5M CEC Grant to cover the microgrid components associated with bringing resiliency to an all-electric bus depot. The team's broader owner's representative service experience also is well equipped to assist GTrans with the broader decision making process, evaluating potential project phasing and the associated cost and schedule implications.

Another key discipline in this topic area is scheduling, to ensure that project delivery timetables are aligning with the various different planning and engineering groups – within the City, SCE, and vendor's staff. Anser prides itself in facilitating communication amongst all the different groups with a collaborative project environment and robust project scheduling and tracking. Our team has drafted a preliminary schedule based upon information provided about the project from the RFP. *Please see the schedule below.*



TASK 3: REPORTING AND COORDINATION

The Anser team, under **David Lazerwitz**, looks forward to rolling up our sleeves and leading regular project team meetings. Joined by **Danielle Nelson**, she and David have developed new templates to facilitate meeting minutes and action item reviews quickly and efficiently. These can be shared via regular email or uploaded to the project management software of choice, such as Procore, allowing both internal and external stakeholder to quickly understand and address any assigned action items.



Change is inevitable. In the construction industry, however, changes can cause costly delays and challenge the team from fulfilling contractual obligations. At Anser, we understand that changes in the requirements of a project, the availability of resources and other unforeseen conditions can create real problems for your project. Our Cost Estimating team, under **Andy Kleimola** has the proven experience and the expertise you need to help you navigate these issues and to provide you with the change order analysis you need to determine the changes are fair and reasonable and keep costs under control. While working with Chaffey College on their 5.5MW solar PV project, **Steve Clarke** worked with the design builder to closely track both additive and deductive change orders, ensuring a fair disbursement of project funding. With a close eye on design review, he found alternative trenching paths through softscape which saved the contractor enough to include new electrical switchgear which had unexpectedly failed during the course of the project.

Close review of project status and regular check-ins with the selected contractor allow the Anser team to quickly review and approve progress invoices. As part of contract negotiation, Anser recommends setting up a clear milestone payment schedule that all agree on, to which the contractor can bill. The trick in GTrans' particular situation will be lining this up with all the different milestone and reporting schedules associated with each funding source to ensure GTrans has the funding available when the contractor invoices. Speaking of funding sources, each funding source within this project will have its own reporting requirements. Anser has experience working with the CEC, Federal and local grants, as well as utility incentive programs for EV charging and solar/storage for over 250 municipalities nationwide, encompassing over \$1.5 billion in Federal Funding.

ANSER GRANT MANAGEMENT GOALS

UNDER MANAGEMENT

\$1.5B+

Federal Grants Funding

CLIENTS SERVED

250

Counties & Cities

PROGRAM APPROACH

- » Grant Researching
- » Grant Writing
- » Grants Management
- » Infrastructure Management
- » Capital Management

RAPID DEPLOYMENT

- » State Grant Funding
- » Financial Compliance Services
- » Program Planning
- » Program Implementation
- » Program Management

SPECIALIST EXPERTISE

- » Application and Technical Assistance
- » Stakeholder Communications
- » Quarterly and Annual Reporting Assistance
- » Risk Assessments

Under the direction of **Sabrina Kvasnicka**, we are public-sector grant experts who understand how to identify, secure, and streamline the advancement of public infrastructure and community development investments. We offer a full-service team that starts early in the process to help clients move from vision to reality and brings practitioner-level experience drawn from local municipal environments. This has made our team and clients more effective, specifically with identifying and securing resources, which has allowed us to help clients match projects to available programs, align their projects with eligibility and rating criteria, and meet program and funding requirements.

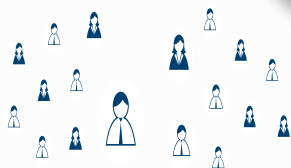
GRANTS MANAGEMENT

FOUR STAGES TO SUCCESS



Working with the GTrans, the Anser Team will identify, cross-reference, and pursue additional federal funding opportunities. The Anser Team will align the GTrans needs to existing opportunities. Our services include:

- Identify Viable Funding Opportunities
- Align Opportunities to County Project Priorities
- Grants Application Development
- Proposal Development Authorization



The Anser Team supports acceptance and review of deliverables, organizes all records, closes sub-agreements, and prepares and files final reports and invoices.



01 STAGE 01 PRE-AWARD

For each approved grant application initiative, the Anser Team will:

- Prepare application narratives,
- Prepare benefit-cost analysis for each submission,

- Prepare project approach/deliverables, and
- Complete other duties as identified.

the Anser Team actively supports the proposal via active engagement in matching the client needs to requirements, gaining stakeholder support, and final QA/QC before timely submission.

02 STAGE 02 AWARD

The Anser Team Step will assist as needed, in the negotiation of the Terms and Conditions of Grant Award, preparing Governing Board Resolutions, and preparing analysis on the

Grant Agreements prior to the GTrans execution of the documents. Where applicable, the Anser Team will provide debriefs/lessons learned for any grant not awarded.

The Anser Team will support GTrans in the programming of the grant, establishing budget and billing codes, and will supports the delivery of the program.

The Anser Team aids in setting up required and desired reporting, and ongoing certifications and support grant administration to ensure ongoing compliance and monitoring requirements.

Our grant managers are subject matter experts in local government grants and have a large portfolio of grant experience that will ensure compliance and efficiency of the client's grants and management process. This will also enable clients to leverage current resources, which will enhance the services and benefits of the client and result in a positive impact on the community and establish and maintain a fiscally sound approach to the client's finances, objectives and standards.

In providing grant related services, Anser secures competitive funding resources and manages those resources, which allows us to help clients match projects to available programs, align their projects with eligibility and rating criteria, and meet program and funding requirements. Given this, we have developed and offer our Grant Services Model approach to deliver these services. This proven four stage process identifies and addresses the standard milestones of a competitive grant, from pre-award to post-award.

In summary, as Owner's Representative, Anser sees itself as staff augmentation for the GTrans staff, acting as part technical expert, part grants manager, part project manager and any other role we can fill with our deep bench of expertise. In that role, we will take direction from GTrans staff, including deep coordination with the ultimate construction manager selected by GTrans for Modernization and Electrification projects. We welcome this individual into our close circle of communication with the entire project team to ensure a successful project outcome.

PAST PERFORMANCE





CITY OF GARDENA GTRANS

BATTERY ELECTRIC BUS PROGRAM MANAGEMENT SUPPORT

Anser previously provided GTrans with project management and advisory services in support of the initial phasing of their Battery Electric Bus Program and GHG emissions reduction goals. Anser's services include project and program development and tracking, initial charging equipment and infrastructure sizing, layout, charging strategy assessment, and fleet electrification project sequencing and approach recommendations.

In addition to electrification, Anser provided facility level energy analysis and renewable and storage solutions assessments to achieve GHG reductions and increase resiliency including solar PV and battery energy storage feasibility, performance, and lifecycle cost modeling.

Anser provided initial cost estimation and budget development support to help GTrans identify a clear path to implementation and project delivery for their electric bus program and coordination support between an upcoming CNG fueling project, SCE Charge Ready and a CEC Grant for Charge Management.

CLIENT NAME

City of Gardena GTrans

LOCATION

Gardena, CA

DURATION OF SERVICES

2021-2022

CLIENT REFERENCE

Ernie Crespo
General Manager/ Transit Director

ECrespo@gardenabus.com
310.965.8888



SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM

Charge Ready Phase I: Between 2016 to 2019, Anser provided project and construction management services for SCE's Charge Ready Phase 1 pilot program, which consisted of over 60 sites and approximately 1,000 charge ports installed across a wide geographic area. The Charge Ready and Market Education programs were developed to support California's policies to reduce greenhouse gas (GHG) and air pollutant emissions and to help meet the state's zero-emission vehicle (ZEV) goals. SCE client sites included: commercial, public sector, transit, and educational institutions across SCE's entire territory. Anser's responsibilities included utilities coordination, project management, procurement support, stakeholder coordination, implementation and commissioning support and construction management.

Charge Ready Phase II: Since 2019, Anser has been providing project / construction management services to support the SCE Charge Ready Phase 2 Program. This \$760 million, four-year initiative has the goal of deploying 48,000 charge ports within Southern California. This contract also includes the below programs:

- » **Charge Ready Bridge Funding:** Installation of Level 1 and Level 2 chargers at customer sites throughout the SCE service territory.
- » **DCFC Pilot Program:** Installation of Direct Current Fast Chargers (DCFC) at customer sites within Southern California Edison's territory.
- » **Transit Pilot Program:** Deployment of EV charging infrastructures for Transit Agencies within Southern California Edison's territory.
- » **AB1082 / AB1083:** Installation of Level 2 chargers at schools and State Parks throughout the SCE service territory.

CLIENT NAME

Southern California Edison

LOCATION

Southern California

DURATION OF SERVICES

2016 to Present

CLIENT REFERENCE

Bob D'Amato
Manager, Transportation
Electrification Project
Management

Robert.DAmato@sce.com
714.504.8322



ANAHEIM TRANSPORTATION NETWORK

ZERO EMISSIONS BUS OPERATIONS & MAINTENANCE FACILITY

Anser is serving as Owner's Representative to support the design and construction of a new zero emissions bus operations and maintenance facility, administration offices, and electric bus charging infrastructure for ATN's 82 battery electric bus fleet. We are now the Owner's Project Manager for the construction of this entirely new facility.

Anser led the RFP development and solicitation for the first global 20-year Charging as a Service (CaaS) agreement for ATN. This allows the agency to finance its Electric Vehicle (EV) infrastructure, solar, and storage through a long-term modified Power Purchase Agreement (PPA) at no up front cost.

Anser also helped ATN secure a \$5 million grant from the California Energy Commission to advance its effort to become California's first all-electric transit operator. The grant will be used to acquire charging stations, batteries, and other solar infrastructure required to support ATN's microgrid and zero-emissions bus fleet.

CLIENT NAME

Anaheim Transportation Network

LOCATION

Anaheim, CA

DURATION OF SERVICES

2018 to Present
(Ongoing)

CLIENT REFERENCE

Diana Kotler
Executive Director

dkotler@atnetwork.org
715.563.8217



FAIRFIELD AND SUISUN TRANSPORTATION (CITY OF FAIRFIELD) TRANSPORTATION ELECTRIFICATION PLAN

Anser supported the City of Fairfield in developing a needs assessment to support its long-term electrification plan and to meet the 2040 goal of a fully zero emissions fleet. The work involved evaluating the existing maintenance facility to determine what retrofits would be required to support maintenance and operations on electric transit vehicles, drafting the electric bus technical specifications for four different bus sizes which can be used for procurement, outlining the training and licensing requirements for technician staff to perform maintenance on electric transit vehicles, providing recommendations on the depot redesign to accommodate the charging and operations of a mixed fleet of electric vehicles, and providing assistance with securing grants.

Anser's Vice President of Clean Mobility, Steven Clarke, also led this effort while with his previous employer, developing the overall transit and municipal fleet electrification plan for the City.

CLIENT NAME
City of Fairfield

LOCATION
Fairfield, CA

DURATION OF SERVICES
2020 to Present

CLIENT REFERENCE
Taylor Briglio
Project Manager

tbriglio@willdan.com
323.384.19888



GROSSMONT UNION HIGH SCHOOL DISTRICT ELECTRIC BUS GRANT & EV TECHNICAL SUPPORT

Anser supported with RFP development and management for charging infrastructure, solar PV, and a charging management system under an Energy Partner procurement. Charging infrastructure will be installed at no cost to the district and paid for through a 10-year charging-as-a-service arrangement which covers construction, operation, and maintenance of EV charging infrastructure.

Anser also reviewed GUHSD's utility bills under Net Energy Metering Aggregation (NEM-A) to determine whether the district should continue to aggregate excess solar PV production across meters or consolidate it under one account.

CLIENT NAME

Grossmont Union
High School District

LOCATION

San Diego County, CA

DURATION OF SERVICES

2020 to Present

CLIENT REFERENCE

Lindsey Danner
Executive Director

lemerson@guhsd.net
619.644.8159



CHAFFEY COLLEGE

OWNER'S REPRESENTATIVE SERVICES

Anser is currently under a five-year on-call contract with Chaffey College to provide sustainability advisory and project coordination services. Our work with the college has guided them in setting a sustainability strategy for the district and is influencing future campus development to achieve that vision.

Services include: Decarbonization Roadmap Development, Background research and energy auditing, New Construction and Major Renovation, ZNE Design Review, Renewable energy and resiliency feasibility and procurement assistance, Zero Emissions Vehicle Fleet Conversion and EV Charging Strategy Development, Zero Net Carbon Planning

Prior to work at Anser, Steven Clarke was also their technical advisor and owner's representative for 5.5MW of solar PV and EV charging at their three main campuses.

CLIENT NAME
Chaffey College

LOCATION
Rancho Cucamonga, CA

DURATION OF SERVICES
2020 to Present

CLIENT REFERENCE
Troy Ament
Vice President of Administrative
Services and Emergency
Operations

Troy.ament@chaffey.edu
909.652.3735



SOUTHERN CALIFORNIA EDISON **CORPORATE REAL ESTATE PORTFOLIO**

Anser is part of the Southern California Edison (SCE) Corporate Real Estate team driving the planning and execution of SCE Transportation Service Department 2045 Fleet Electrification Pathway Goals. The program consists of electrification of the SCE fleet including electric forklifts charging, Jobsite Energy Management System (JEMS), Level 2 charging for light-duty fleet vehicles, and Level 3 DC charging for heavy-duty vehicles.

Anser provides program and project management support for the design and construction of over 2,000 EV charging stations across 150 facilities within SCE's 50,000-square mile territory. Under the guidance of Anser, the program has grown from \$7.5 million to \$250 million over the next seven years.

Services include: Program scoping and phasing, site assessment and feasibility, as-built verification, project management, stakeholder coordination, design coordination, procurement support, contractor oversight, and program reporting.

CLIENT NAME

Southern California Edison

LOCATION

Southern California

DURATION OF SERVICES

2013 to Present

CLIENT REFERENCE

Chris Paquette
Principal Manager

Chris.paquette@sce.com
626.302.3928


REQUIRED FORMS



FORM A
PROPOSAL SUBMISSION CHECKLIST

This checklist shall be completed and returned with your proposal. Failure to return this checklist and the required documents may be cause for considering the proposal non-responsive.

	DESCRIPTION	REQUIRED FORMS REFERENCE LETTER	PROPOSER'S INITIALS
1.	Proposal Submission Checklist (This Form)	FORM A	<i>AJS</i>
2.	Transmittal Letter Form	FORM B	<i>AJS</i>
3.	Business Questionnaire	FORM C	<i>AJS</i>
4.	Addendum Acknowledgement	FORM D	<i>AJS</i>
5.	Designation of Subcontractors	FORM E	<i>AJS</i>
6.	Affidavit of Non-Collusion	FORM F	<i>AJS</i>
7.	Conflicts of Interest Statement	FORM G	<i>AJS</i>
8.	Proof of Non-Debarment or Suspension (SAM.gov)	FORM H	<i>AJS</i>
9.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	ATTACHMENT B	<i>AJS</i>
10.	Certification of Restrictions on Lobbying	ATTACHMENT B	<i>AJS</i>
11.	Cost Proposal (refer to instructions)	ATTACHMENT A	<i>AJS</i>

Company Name:	Anser Advisory Consulting, LLC
Name of Proposer initialing document (print):	ADAM SHAW
Email address of Company Contact:	ADAM.SHAW@ANSERADVISORY.COM
Signature:	
Title:	CHIEF DELIVERY OFFICER
Date:	2/8/2023

FORM B
TRANSMITTAL LETTER FORM

City of Gardena GTrans
Dana Pynn, Transit Administrative Officer
13999 S. Western Ave.
Gardena, CA 90249

1. Proposer acknowledges receipt of RFP 2022-03 and Addenda No. (s) 1,2
2. Proposer acknowledges its familiarity with requirements defined in Scope of Services.
3. This offer shall remain firm for 180 days from the RFP close date.
(minimum 120)

Company Name: Anser Advisory Consulting


Address: 2677 N. Main Street Suite 400, Santa Ana, CA 92705

Telephone: 737 895 1860

Print Name/Title: ADAM SHAW, CHIEF DELIVERY OFFICER

E-mail: ADAM.SHAW@ANSERADVISORY.COM

Date Signed: 2/14/2023

Signature: 

FORM C
BUSINESS QUESTIONNAIRE

1. Name of Proposed Contractor ("Business", herein): Anser Advisory Consulting, LLC

Doing Business As: ANSER ADVISORY
Other business name, if applicable)

EIN# 54-2078311

2. Business Mailing Address: 2677 N. Main Street Suite 400
Street Address

Santa Ana, CA
City State Zip Code

3. Business Telephone Number: () 737 895 1860 Fax Number: () _____

E-mail address:
adam.shaw@anseradvisory.com

4. Business Type: Individual Corporation Partnership Joint Venture

5. Number of Years in Business: 27 YEARS

6. Annual Gross Revenue: (M represents Millions)

\$1M or less \$1M-\$5M \$5M-\$10M \$10M-\$16M \$16M or Over

7. Number of Employees:

Less than 50 50-100* 101-750 751-1,000 1,001 or over

8. Is Business Owned by Minority Ethnicity? Yes No

9. Ethnic Group: African American Hispanic American Native American
 Asian Pacific American Subcontinent Asian American Caucasian
 Other (Please Specify) _____

10. Female Owned Business? Male Owned Business?

11. Type of Work Performed: Construction Wholesale/Distributor Manufacturing
 Professional Service General/Technical Service Retail

12. Please provide a brief description of your materials and/or services:

CAPITAL PROGRAM MANAGEMENT AND ADVISORY

13. Is the Business a subsidiary of another entity? Yes No

14. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

15. Is any litigation pending against the Business? Yes No

16. Has the Business ever been declared a "not responsible" vendor by a public agency? Yes No

17. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? Yes No

FORM C Continued
BUSINESS QUESTIONNAIRE

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: BMO HARRIS BANK, NA

Address: 30 WACKER DRIVE, CHICAGO

City and State: IL 60606

Officer familiar with proposers account: MEGAN DONOVAN

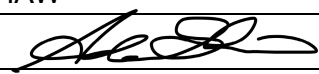
Federal Taxpayer I.D. number: 33-0690787

25. Please check all classifications that apply to your business:
- DBE WBE MBE SBE SBRA LSAF

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) GTrans will have the grounds to terminate any or all contracts which GTrans has or may have with the business; 2) GTrans may disqualify the business named above from consideration for contracts and may remove the business from GTrans' proposers list; or/and 3) GTrans may have grounds for initiating legal action under federal, state or local law.

Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow GTrans to report the amount of subcontracting activity with all businesses that offer the commodities and services used by GTrans.

Printed Name: ADAM SHAW Title: CHIEF DELIVERY OFFICER

Signature of Owner:  Date: 2/8/2023

(Owner, CEO, President, Majority Stockholder or Designated Representative)

FORM D
ADDENDUM ACKNOWLEDGEMENT

Proposer acknowledges receipt of the following addenda which are attached to the Proposal:

Addendum No. <u>1</u>	Date <u>2/7/2023</u>
Addendum No. <u>2</u>	Date <u>2/14/2023</u>
Addendum No. _____	Date _____

Failure to acknowledge the receipt of all addenda may cause the Proposal to be considered non-responsive.

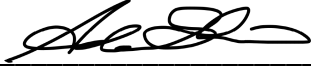
If Proposer is a corporation, state the legal name of the corporation and the name(s) of person(s) authorized to sign Proposals; if a partnership, state true name of firm and the names of all individual partners; if an individual, state name in full.

ANSER ADVISORY CONSULTING, LLC IS A 100% WHOLLY OWNED SUBSIDIARY OF ANSER ADVISORY, LLC
DELAWARE REGISTERED ENTITY.

AUTHORIZED REPRESENTATIVES: CEO, CFO, CDO

Date: 2/14/2023, 2023

Company: ANSER ADVISORY CONSULTING, LLC

Signed: 

Name: Adam Shaw

Title: Chief Delivery Officer

Telephone: 737 895 1860

FORM E
DESIGNATION OF SUBCONTRACTORS

Propose shall provide the names and business addresses of each subcontractor who will perform work under the contract.

Attach additional copies of this form if more space is needed.


Company Name and Address / Contact Name and Phone No. INCLUDE LICENSE NUMBERS	DBE (Included in CUCP List) (Yes / No)	Small Business Enterprise (Yes / No)	Description of Work/Services	Estimated Dollar Amount
UltraSystems Environmental 16341 Scientific Way Irvine, CA 92618 Betsy A. Lindsay 949.788.4900 x 277	Yes	Yes	Environmental Consulting	\$10,000.00

FORM F
AFFIDAVIT OF NON-COLLUSION

Submit this form with the Price Proposal, failure to do so is grounds for disqualification.

I hereby swear (or affirm) under penalty of perjury that:

1. I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation and have authority to sign on its behalf (if the Proposer is a corporation);
2. The Proposer has independently produced the attached proposal(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent proposing competition;
3. The contents of the proposal(s) have not been communicated by the Proposer and or its employees and or agents to any person not an employee and or agent of the Proposer or its surety, on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer's Company Name	<u>ANSER ADVISORY CONSULTING, LLC</u>
Legal Structure (corp./partner/proprietor)	<u>CORPORATION</u>
Principal Office Address	<u>2677 N. Main Street, Suite 400</u>
City, ST, Zip	<u>Santa Ana, CA 92705</u>
Phone Number	<u>737.895.1860</u>
Fax Number	<u>714.276.1135</u>
E-Mail	<u>ADAM.SHAW@ANSERADVISORY.COM</u>
Federal Employer Identification Number	<u>FEIN: 54-2078311</u>
Title of Person Authorized to Sign	<u>CHIEF DELIVERY OFFICER</u>
Print Name of Person Authorized to Sign	<u>ADAM SHAW</u>
Authorized Signature and Date	<u></u>

FORM G
CONFLICTS OF INTEREST STATEMENT

Proposers shall provide a list of all entities with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this project. The list should indicate the name of the entity, the relationship to the Proposer, and a discussion of the conflict.

Name of Entity: _____

Relationship to Proposer: _____

Conflict: _____

Name of Entity: _____

Relationship to Proposer: _____

Conflict: _____

Name of Entity: _____

Relationship to Proposer: _____

Conflict: _____

OR

I, ADAM SHAW, hereby certify that

Authorized Official

ANSER ADVISORY CONSULTING, LLC has no known relationships that

Company

create or would appear to create a conflict of interest with the work that is contemplated by this project.

Executed this EIGHTH day of FEBRUARY, 2023

By 

(Signature of Authorized Official)

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Ames & Gough		NAMED INSURED Anser Advisory Consulting, LLC 280 Wekiva Springs Road Protegrity Plaza, Suite 2070 Longwood, FL 32779	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Compensation and Professional Liability policies in accordance with policy terms and conditions. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, ADAM SHAW, CHIEF DELIVERY OFFICER hereby certify
(Name and title of official)

On behalf of ANSER ADVISORY CONSULTING, LLC 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 ANSER ADVISORY CONSULTING, LLC

Type or print name ADAM SHAW

Signature of authorized representative: 

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: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification


Contractor: ANSER ADVISORY CONSULTING, LLC

Signature of Authorized Official:  Date 02 / 14 / 2023

Name and Title of Contractor's Authorized Official: ADAM SHAW, CHIEF DELIVERY OFFICER

ANSER

ADVISORY

 2677 NORTH MAIN STREET
SUITE 400
SANTA ANA, CA 92705

 714.276.1135

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
ANSER ADVISORY CONSULTING, LLC.

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

1. Recitals.

A. City is desirous of obtaining owner's representative consulting services for the GTrans Modernization & Electrification Projects.

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

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

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in Request for Proposal 2022-03, "Owner's Representative Services", and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.

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

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

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

5. Consultant's Proposal. This Agreement shall include and incorporate therein Request for Proposal 2022-03, "Owner's Representative Services" and Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

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

7. Compensation. Compensation for the Services shall be billed as set forth in Attachment A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

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

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

C. Unless for cause, Consultant may not terminate this Agreement.

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

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

funds.

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

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

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

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

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

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

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

14. Use of Materials.

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

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

15. Confidentiality. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial

profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

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

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

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

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

17. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

18. Legal Requirements.

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

pertaining to the work.

B. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreements.

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

19. Conflict of Interest and Reporting.

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

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

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

21. Insurance.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

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

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the

expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

22. Indemnity.

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

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

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

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

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

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

25. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena – GTrans
Attn: Rachel Yoo
13999 S. Western Avenue
Gardena, California, 90249
Email: ryoo@gardenabus.com

Anser Advisory Consulting, LLC.
Attn: Adam Shaw
2677 N. Main Street, Suite 400
Santa Ana, California, 92705
Email: adam.shaw@anseradvisory.com

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

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

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

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

29. Entire Agreement.

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

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

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

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

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be

deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

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

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

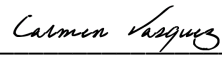
Date _____

ACCEPTED: ANSER ADVISORY CONSULTING, LLC.

By 
Adam Shaw
Chief Delivery Officer

Date 4/7/2023

APPROVED AS TO FORM:


Carmen Vasquez
City Attorney



OWNERS REPRESENTATIVE SERVICES

RFP No. 2022-03

ATTACHMENT A - COST PROPOSAL FORM

FIRM NAME: Anser Advisory Consulting, LLC dba Anser Advisory

Task 1 - Design and Pre-Construction Assistance		PERSONNEL BREAKDOWN BY HOURS								
Enter Job Title:		Sr. EV Advisor	Project Lead	Project Cost Estimating Lead	Engineering Project Manager	CM Expert	Utility Program Liaison	Grants Compliance Advisor	Env. Compliance Expert	Sub Totals for Task 1
1	Layout recommendations, specifications, energy use analysis	14.00	50.00		52.00	16.00				132.00
2	Coordination with utilities related to submetering, the ChargeReady program and activities, etc.		8.00		8.00		36.00			52.00
3	Gather information necessary and draft key project documents, related to scopes of work for project design and construction and related contracts	8.00	20.00		32.00	8.00				68.00
4	Develop key project and payment milestones, document control procedures, project accounting procedures, and procurement strategies, coordinating with GTrans procurement, finance, facilities, maintenance, and other staff as required.	4.00	20.00		32.00	8.00				64.00
5	Identify developmental issues and familiarize site and environmental requirements and compliance	8.00	20.00		24.00				50.00	102.00
6	Develop RFP documents and manage bid process for each project	34.00	102.00		122.00					258.00
7	Coordinate with GTrans IT team to ensure all IT design needs are incorporated into the project documents.		16.00		16.00	8.00				40.00
Subtotal of Hours		68.00	236.00	0.00	286.00	40.00	36.00	0.00	50.00	716.00
Rate per Hour		\$240.00	\$205.00	\$340.00	\$125.00	\$170.00	\$175.00	\$165.00	\$200.00	Cost:
Subtotal per Task		\$16,320.00	\$48,380.00	\$0.00	\$35,750.00	\$6,800.00	\$6,300.00	\$0.00	\$10,000.00	\$123,550.00

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Task 2 - Estimating, Cost Control and Evaluation		PERSONNEL BREAKDOWN BY HOURS								
Enter Job Title:		Sr. EV Advisor	Project Lead	Project Cost Estimating Lead	Engineering Project Manager	CM Expert	Utility Program Liaison	Grants Compliance Advisor	Env. Compliance Expert	Sub Totals for Task 2
1	Review and assist in finalizing GTrans objectives for these projects.	16.00	16.00		24.00					56.00
2	Make clear recommendations on how best to achieve GTrans objectives regarding budget, schedule, design, function and quality.	4.00	20.00	4.00	30.00			40.00		98.00
3	Develop preliminary project schedules, cost estimates and assist with budget development for each project and project components, related sub-projects and additional services requests.		8.00	36.00						44.00
4										0.00
5										0.00
6										0.00



OWNERS REPRESENTATIVE SERVICES

RFP No. 2022-03

ATTACHMENT A - COST PROPOSAL FORM

FIRM NAME: Anser Advisory Consulting, LLC dba Anser Advisory

7										0.00
	Subtotal of Hours	20.00	44.00	40.00	54.00	0.00	0.00	40.00	0.00	198.00
	Rate per Hour	\$240.00	\$205.00	\$340.00	\$125.00	\$170.00	\$175.00	\$165.00	\$200.00	Cost:
	Subtotal per Task	\$4,800.00	\$9,020.00	\$13,600.00	\$6,750.00	\$0.00	\$0.00	\$6,600.00	\$0.00	\$40,770.00

Task 3 - Monthly Reporting and Coordination		PERSONNEL BREAKDOWN BY HOURS								
Enter Job Title:	Sr. EV Advisor	Project Lead	Project Cost Estimating Lead	Engineering Project Manager	CM Expert	Utility Program Liaison	Grants Compliance Advisor	Executive Sponsor	Sub Totals for Task 3	
1	Lead regular project team meetings with internal and external project stakeholders	24.00	116.00		116.00			24.00	280.00	
2	Coordinate and document all internal and external communications regarding the project, including meeting minutes, daily/weekly project reports and action items.		44.00		144.00				188.00	
3	Assist in value management and engineering, as needed.	10.00	20.00		16.00				46.00	
4	Review of payment requests and all invoices related to the projects.		16.00		24.00	8.00			48.00	
5	Submit deliverables as determined prior to the start of each project.		24.00		24.00				48.00	
6	Coordinate with Construction Manager(s) for GTrans Modernization and Electrification Projects, who will be selected at a later time, for any installation and construction-related communication.		24.00		24.00	64.00			112.00	
7									0.00	
	Subtotal of Hours	34.00	244.00	0.00	348.00	72.00	0.00	0.00	722.00	
	Rate per Hour	\$240.00	\$205.00	\$340.00	\$125.00	\$170.00	\$175.00	\$165.00	\$280.00	Cost:
	Subtotal per Task	\$8,160.00	\$50,020.00	\$0.00	\$43,500.00	\$12,240.00	\$0.00	\$0.00	\$6,720.00	\$120,640.00



OWNERS REPRESENTATIVE SERVICES

RFP No. 2022-03

ATTACHMENT A - COST PROPOSAL FORM

FIRM NAME: Anser Advisory Consulting, LLC dba Anser Advisory

Travel Costs (Description Required)		
1	Mileage reimbursement travel to Gtrans 2X/week x 96 weeks	\$5,000.00
2		
3		
4		
5		
6		
7		
Sub Total Travel Cost		\$5,000.00

Other Costs (Description Required)		
1		
2		
3		
4		
5		
6		
7		
Sub Total Other Costs		\$0.00

**proposed costs shall be in strict accordance with all conditions of the RFP including addenda
 proposal shall be valid for 120 days from proposal due date

ADAM SHAW

AUTHORIZED OFFICIAL PRINT NAME

AUTHORIZED OFFICIAL SIGNATURE

Chief Delivery Officer

TITLE

02/24/2023

DATE

	HOURS	COST
Sub Total for Task 1	716.00	\$123,550.00
Sub Total for Task 2	198.00	\$40,770.00
Sub Total for Task 3	722.00	\$120,640.00
Sub Total for TASKS 1-3	1,636.00	\$284,960.00

TRAVEL COSTS	\$5,000.00
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OTHER COSTS	\$0.00
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GRAND TOTAL	\$289,960.00
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City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 19.A
Section: COUNCIL ITEMS
Meeting Date: April 25, 2023

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

AGENDA TITLE: INTRODUCTION OF ORDINANCE NO. 1852: Amending Section 2.48.020(B) of the Gardena Municipal Code Relating to Membership Eligibility of Youth Commission Members

COUNCIL ACTION REQUIRED:

Staff Recommendation: Introduce Ordinance No. 1852

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council approve an amendment to the Gardena Youth Commission requirements.

During the March 28, 2023 council meeting as requested by Councilmember Henderson and seconded by Councilmember Paulette Francis, there was a request to amend Ordinance No. 1852, Section 1., Section 2.48.020(B) of the Gardena Municipal Code.

The amendment section is related to membership eligibility of Youth Commission Members. The modification requires that appointees of the Youth Commission be a resident of the City of Gardena and be between fourteen and eighteen years of age.

The changes are reflected in the proposed Ordinance No. 1852.

FINANCIAL IMPACT/COST:

No financial Impact

ATTACHMENTS:

[ORDINANCE No. 1852.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio". The signature is fluid and cursive, with a period at the end.

Clint Osorio, City Manager

ORDINANCE NO. 1852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING SECTION 2.48.020(B) OF THE GARDENA MUNICIPAL CODE RELATING TO MEMBERSHIP ELIGIBILITY OF YOUTH COMMISSION MEMBERS

WHEREAS, the City Council desires to clarify the membership eligibility of the Gardena Youth Commission

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

SECTION 1. Section 2.48.020(B) of the Gardena Municipal Code is hereby amended to read as follows:

B. Membership eligibility is hereby established as follows:

1. Each appointee shall be ~~between fourteen and eighteen years of age, and either be a resident of the city for a period of one year immediately preceding appointment, or have a Gardena mailing address and be a full-time student of either Gardena High School or Serra High School~~ a resident of the city of Gardena and be between fourteen and eighteen years of age.

2. The composition of the commission shall reflect the ethnic make-up of the city as nearly as possible.

3. Officials of the city shall not be eligible for appointment as members, except as may be provided in this chapter for ex officio officers.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 3. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

ORDINANCE NO. 1852

SECTION 4. 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.

SECTION 5. 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 9th day of May, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez

CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 19.B
Section: COUNCIL ITEMS
Meeting Date: April 25, 2023

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

AGENDA TITLE: Consideration of a Purchase and Sale Agreement for the Acquisition of Property Located at 1731 W. 162nd Street, Gardena, CA 90247 and Declare California Environmental Quality Act (CEQA) Exemption.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Staff respectfully recommends that the Council approve the Purchase and Sale Agreement for the acquisition of 1731 W. 162nd Street, Gardena CA 90247, and direct staff to file the attached Notice of Exemption pursuant to Categorical Exemption Guidelines section 15061(b)(3)-commonsense exemption.

RECOMMENDATION AND STAFF SUMMARY:

On December 20, 2022, the owner of an 0.11 acre property located at 1731 W. 162nd Street submitted an offer to the City for the sale of their property. Initially it was offered at a price of \$650,000.00. However, on January 25, 2023, staff had the property professionally appraised with an estimated value of \$625,000.00. Subsequently, on February 2, 2023 the owner adjusted their offering price to the appraised amount of \$625,000.00. Furthermore, as required by Government Code Section 65402, on March 21, 2023, the Planning Commission adopted Resolution No. PC 5-23 finding that the acquisition of property is consistent with the City's General Plan.

The attached Purchase and Sale Agreement allows the City to purchase the property As-Is with an initial deposit of \$18,750.00, with the closing cost \$1,500.00 and remaining balance of \$606,250.00 to be paid upon close of escrow.

Staff respectfully recommends that the City Council approve the Purchase and Sale Agreement for the acquisition of 1731 W. 162nd Street, Gardena CA 90247; and direct staff to file the attached Notice of Exemption pursuant to Categorical Exemption Guidelines section 15061(b)(3)-commonsense exemption.

FINANCIAL IMPACT/COST:

General Fund- \$626,500

ATTACHMENTS:

[1731 W 162nd St Purchase and Sales Agreement.pdf](#)

[1731 W 162nd Street Aerial Map.pdf](#)

[Notice of Exemption - 1731 W 162nd St.pdf](#)

APPROVED:

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

Clint Osorio, City Manager



BUYER (OR TENANT) NON-AGENCY AGREEMENT
(C.A.R. Form BNA, Revised 6/22)

(If Checked) This form is being provided in connection with a leasehold interest.

1. PARTIES AND PROPERTY:

- A. Uyeda Family Revocable Living Trust, Uyeda Family Revocable Living Trust ("Seller/Landlord") is the owner of real property described as 1731 W 162nd St, Assessor's Parcel No. 6105-010-066, situated in Gardena, County of Los Angeles, California ("Property").
B. City of Gardena ("Buyer/Tenant") has made, or is contemplating making, an offer to purchase/lease the Property.
C. C. Glen Higuchi ("Seller/Landlord's Broker") is a California real estate licensee who has entered into a written agreement with Seller for the marketing and sale of the Property.
D. (if checked) ("Other Broker"), is a real estate licensee, other than Seller/Landlord's Broker, who represents Buyer.

2. NO REPRESENTATION OF BUYER/TENANT BY SELLER'S/LANDLORD'S BROKER: Buyer/Tenant understands and agrees to the following:

- A. Seller/Landlord's Broker does NOT represent Buyer/Tenant and Seller/Landlord's Broker will NOT be Buyer/Tenant's agent during any negotiation or transaction that results between Buyer/Tenant and Seller/Landlord regarding the Property. All acts of Seller/Landlord's Broker, even those that assist Buyer/Tenant in entering into a transaction or performing or completing any of Buyer/Tenant's contractual or legal obligations, are for the benefit of Seller/Landlord exclusively. Any information that Buyer/Tenant reveals to Seller/Landlord's Broker may be conveyed to Seller/Landlord.
B. Seller/Landlord's Broker does NOT represent Buyer/Tenant and Seller/Landlord's Broker will NOT be Buyer/Tenant's agent even though Seller/Landlord's Broker may provide Buyer/Tenant forms describing agency relationships as required by law or otherwise.

3. REPRESENTATION OF BUYER/TENANT BY OTHERS: (check box that applies)

- (if checked) Buyer/Tenant is represented by Other Broker. Any questions that Buyer/Tenant may have regarding the scope of that representation should be directed to Other Broker.
X Buyer/Tenant is not at this time represented by another broker. Buyer/Tenant has the right to enter into an agency relationship with a real estate licensee, other than Seller/Landlord's Broker, at any time during any negotiation or transaction regarding the Property.

4. REPRESENTATION OF SELLER/LANDLORD BY SELLER'S/LANDLORD'S BROKER: Seller/Landlord's Broker will act as the agent of Seller/Landlord exclusively during any negotiation or transaction regarding the Property.

5. STATUTORY AGENCY CONFIRMATION COMPLIANCE (Applies to sales and leases over one year.): Seller/Landlord's Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or at the same time as Seller's execution of a purchase agreement.

6. OTHER ADVICE: Buyer/Tenant is advised to seek real estate, legal, tax, insurance, title and all other desired assistance from appropriate professionals.

7. ACKNOWLEDGMENT:

By signing below, Buyer/Tenant acknowledges that Buyer/Tenant has read, understands, accepts and has received a copy of this Agreement.

Buyer/Tenant City of Gardena Date

Address City State Zip

Telephone E-mail

Seller/Landlord's Broker (Firm) Berkshire Hathaway HomeServices

By (Agent) C. Glen Higuchi Date

Address 600 Deep Valley Drive City Rolling Hills Estates State Ca Zip 90247

Telephone E-mail glenhiguchi@BHHS CP.com

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BNA Revised 6/22 (PAGE 1 OF 1)

BUYER NON-AGENCY AGREEMENT (BNA PAGE 1 OF 1)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Buyer Seller Landlord Tenant _____ *City of Gardena* Date _____

Buyer Seller Landlord Tenant _____ Date _____

Agent _____ DRE Lic. # _____
Real Estate Broker (Firm)

By _____ DRE Lic. # _____ Date _____
(Salesperson or Broker-Associate, if any)

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AD REVISED 12/21 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ City of Gardena Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Uyeda Family Revocable Living Trust Date _____

Seller/Landlord _____ Uyeda Family Revocable Living Trust Date _____

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 1731 W 162nd St, Gardena, Ca. 90247 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant City of Gardena Date
Buyer/Tenant Date
Seller/Landlord Uyeda Family Revocable Living Trust Date
Seller/Landlord Uyeda Family Revocable Living Trust Date

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WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form CPA, Revised 12/22)

Date Prepared: March 31, 2023

1. OFFER:

- A. THIS IS AN OFFER FROM** City of Gardena ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, Other _____.
- B. THE PROPERTY** to be acquired is 1731 W 162nd St, situated in Gardena (City), Los Angeles (County), California, 90247 (Zip Code), Assessor's Parcel No(s) 6105-010-066 ("Property").
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
- Seller's Brokerage Firm** Berkshire Hathaway HomeServices License Number 01345054
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent C. Glen Higuchi License Number 00957197
 Is (check one): the Seller's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm** _____ License Number _____
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent _____ License Number _____
 Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C.** More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price \$ <u>625,000.00</u>	<input checked="" type="checkbox"/> All Cash
B	Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>30</u> Days after Acceptance OR on <input type="checkbox"/> _____ (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer 3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount \$ <u>18,750.00</u> (<u>3.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate _____ Points _____ If FHA or VA checked, Deliver list of lender required repairs	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate _____ Points _____ Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Investment
F	5D	Balance of Down Payment	\$ <u>606,250.00</u>
		PURCHASE PRICE TOTAL	\$ <u>625,000.00</u>

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CPA REVISED 12/22 (PAGE 1 OF 17) Buyer's Initials _____ / _____ Seller's Initials _____ / _____



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 1 OF 17)

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	21	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 15	Investigation of Property	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. <input type="checkbox"/> CR attached
		Informational Access to Property	17 (or _____) Days after Acceptance Buyer's right to access the Property for informational purposes only is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.	
L(4)	8D, 17A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(5)	8E, 16A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 11C	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms
M(1)		Vacant Units; Tenant Occupied Units being delivered subject to tenant rights	Upon notice of recordation On COE date	<input type="checkbox"/> Tenant Occupied Unit(s) to be delivered vacant (#s _____)
M(2)	7C	Seller Occupied	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form CL attached if 30 or more days.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after Delivery	
N(3)	11C(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	35	Evidence of representative authority	3 Days after Acceptance	



O	Intentionally Left Blank		
P	Items Included and Excluded		
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____.	
P(2)	9	Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;	
Q	Allocation of Costs		
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)
Q(1)	10A, 11D	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ _____ <input type="checkbox"/> Provided by: seller's choice
Q(2)	15B(1)(D)	Environmental Survey	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(6)	10B(2)(A)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(7)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees
Q(8)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(9)		Buyer's Lender title insurance policy	Buyer
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(12)	11C(2)	HOA fee for preparing disclosures	Seller
Q(13)		HOA certification fee	Buyer
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
			Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate HOA move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____
Q(16)	10B(4)	Installation of safety features, required by law	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(17)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
R		Additional Tenancy Documents: <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate	
S	OTHER TERMS: _____ _____ _____		

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # _____ (C.A.R. Form ADM)
- Assumed Financing Addendum (C.A.R. Form AFA)
- Short Sale Addendum (C.A.R. Form SSA)
- Back Up Offer Addendum (C.A.R. Form BUO)
- Court Confirmation Addendum (C.A.R. Form CCA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
- Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other _____
- Other _____



C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Buyer's Investigation Advisory (C.A.R. Form BIA) | <input checked="" type="checkbox"/> Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) |
| <input checked="" type="checkbox"/> Wire Fraud Advisory (C.A.R. Form WFA) | <input checked="" type="checkbox"/> Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) |
| (Parties may also receive a privacy disclosure from their own Agent.) | |
| <input type="checkbox"/> Wildfire Disaster Advisory (C.A.R. Form WFDA) | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) | <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) |
| <input type="checkbox"/> REO Advisory (C.A.R. Form REO) | <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.**A. DEPOSIT:**

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.**C. LOAN(S):**

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in **paragraph 3E(1)**.
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in **paragraph 3E(2)**.
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- (5) Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.**E. LIMITS ON CREDITS TO BUYER:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.**6. ADDITIONAL FINANCING TERMS:****A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.**B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.**C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.**7. CLOSING AND POSSESSION:****A. OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.

B. CONDITION OF PROPERTY ON CLOSING:

- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.

D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**A. LOAN(S):**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) **Fair Appraisal Act:** The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 16A**.

E. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11C** ("CI Disclosures").



- G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or lienied items.
- H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**
- I. REMOVAL OF CONTINGENCY OR CANCELLATION:**
- (1) For any contingency specified in **paragraph 3L, 8, or elsewhere**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L or 5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- J. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.
- 9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.**
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in **paragraph 3P(2)** or excluded by Seller in a counter offer.
 - (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (5) Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
 - (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P or 9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
 - (9) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.



C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: **(i)** All items specified in **paragraph 3P(2)**; **(ii)** audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; **(iii)** furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs **3Q(1-3)** and **(5)** only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1).**

B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:

(1) LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS: Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4).** If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) POINT OF SALE REQUIREMENTS:

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) REINSPECTION FEES: If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) INSTALLATION OF SAFETY FEATURES:

(A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: **(i)** approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and **(ii)** drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.

(B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the installation.

(5) INFORMATION AND ADVICE ON REQUIREMENTS: Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

11. SELLER DISCLOSURES

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the HOA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.



- D. SOLAR SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- E. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- F. WATER CONSERVING PLUMBING DEVICES:** Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall, within the time specified in **paragraph 3N(1)**, disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.
- G. SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
- H. PERMITS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- I. STRUCTURAL MODIFICATIONS:** Seller, within the time specified in **paragraph 3N(1)**, shall in writing disclose to Buyer, known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- J. GOVERNMENTAL COMPLIANCE:** Within the time specified in **paragraph 3N(1)**,
 (1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
 (2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.
- K. VIOLATION NOTICES:** Within the time specified in **paragraph 3N(1)**, Seller shall disclose any notice of violations of any Law filed or issued against the Property and actually known to Seller
- L. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- M. COMMERCIAL SELLER PROPERTY QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Commercial Seller Property Questionnaire (C.A.R. Form CSPQ).
- N. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- B. INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
- C. TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
- D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:
 (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B**: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B.** (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
 (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.



14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.

15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A.** Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B.** Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(3)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (2) Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include, but are not limited to, an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

16. TITLE AND VESTING:

- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- G.** Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.



17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(6), 9B(8), 10, 11A, 11C-L, 12, 16A, 16D, and 35.**
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in **paragraph 3** to perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
 - (2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11L**.
 - (4) Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(5)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (v) Deliver a letter as required by **paragraph 6B**; (vi) In writing assume or accept leases or liens specified in **paragraph 8G**; (vii) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **36**; (ix) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 35**; or (x) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.



- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 11A, 11C(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 33, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.**



- B.** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11**, or elsewhere in this Agreement.
- C.** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
- D.** Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E.** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F.** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G.** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.
- 26. ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.

- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. "Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. "Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. "As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. "Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. "Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. "Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. "Counting Days"** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. "Day"** or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. "Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. "Electronic Copy"** or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. "Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. "Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
 - O. "Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
 - P. "Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. "Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.



33. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

34. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** or **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, within as specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).



36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials _____ / _____

Seller's Initials _____ / _____



39. OFFER

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**
- B. **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
 - (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is/are: Tasha Cerda.
 - (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The CPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of BUYER: City of Gardena

Printed Name of Legally Authorized Signer: Tasha Cerda Title, if applicable, Mayor

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

Seller Counter Offer (C.A.R. Form SCO or SMCO)

Back-Up Offer Addendum (C.A.R. Form BUO)

B. **Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: Gary J. Uyeda, Dianne J. Uyeda.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: The Uyeda Family Revocable Living Trust dated November 17, 2011

C. The CPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: Uyeda Family Revocable Living Trust

Printed Name of Legally Authorized Signer: Gary J. Uyeda Title, if applicable, Trustee

(Signature) By, _____ Date: _____

Printed name of SELLER: Uyeda Family Revocable Living Trust

Printed Name of Legally Authorized Signer: Dianne J. Uyeda Title, if applicable, Trustee

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
 Seller's Initials



REAL ESTATE BROKERS SECTION:

- 1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
- 2. **Agency relationships are confirmed as stated in paragraph 2.**
- 3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- 4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
- 5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm _____ Lic. # _____
 By _____ Lic. # _____ Date _____
 By _____ Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Email _____ Phone # _____

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (check all that apply):

Email above Text to Phone # above Alternate: _____

B. Seller's Brokerage Firm Berkshire Hathaway HomeServices Lic. # 01345054
 By _____ C. Glen Higuchi Lic. # 00957197 Date _____
 By _____ Lic. # _____ Date _____
 Address 600 Deep Valley Drive City Rolling Hills Estates State Ca Zip 90247
 Email glenhiguchi@BHSCP.com Phone # _____

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (check all that apply):

Email above Text to Phone # above Alternate: _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).

Broker or Designee Initials _____

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BUYER'S INVESTIGATION ADVISORY
(C.A.R. Form BIA, Revised 12/21)

Property Address **1731 W 162nd St, Gardena, Ca. 90247**

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/ mailing address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Berkshire Hathaway HomeService, 23530 Hawthorne Blvd Ste #100 Torrance CA 90505
C. Glen Higuchi

Phone: (310)210-0957 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

1731 W 162nd

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer _____ *City of Gardena* Date _____

Buyer _____ Date _____

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BIA REVISED 12/21 (PAGE 2 OF 2)

BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)



FAIR APPRAISAL ACT ADDENDUM

(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Other ("Agreement"), dated 03/31/2023, on property known as 1731 W 162nd St, Gardena, Ca. 90247 ("Property"), in which Uyeda Family Revocable Living Trust, Uyeda Family Revocable Living Trust is referred to as ("Seller") and City of Gardena is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer City of Gardena Date

Buyer Date

Seller Uyeda Family Revocable Living Trust Date

Seller Uyeda Family Revocable Living Trust Date

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FAAA 6/22 (PAGE 1 OF 1)



FAIR APPRAISAL ACT ADDENDUM (FAAA PAGE 1 OF 1)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Uyeda Family Revocable Living Trust Date _____

Seller _____ Uyeda Family Revocable Living Trust Date _____

Buyer _____ City of Gardena Date _____

Buyer _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic # _____ Date _____

By _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm Berkshire Hathaway HomeServices DRE Lic # 01345054 Date _____

By _____ DRE Lic # 00957197 Date _____

C. Glen Higuchi

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____ City of Gardena

Buyer/Seller/Landlord/Tenant _____ Date _____

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



ADDENDUM No. 1
(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [] Other _____, dated February 2, 2023, on property known as 1731 W 162nd St

Gardena, Ca. 90247 ("Property/Premises"), in which City of Gardena is referred to as ("Buyer/Tenant") and Uyeda Family Revocable Living Trust, Uyeda Family Revocable Living Trust is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

This offer is made in response to an offer dated February 2nd, 2023 from Seller to sell the Property on the terms and conditions set forth herein. The purchase price constitutes full compensation for the fair market value of the Property and all other compensation to which Seller might be entitled such as relocation benefits, good will loss, interest and costs. Seller waives any and all claims for such other compensation in consideration of Buyer's payment of the full purchase price.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant _____ Date _____
City of Gardena

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____
Uyeda Family Revocable Living Trust

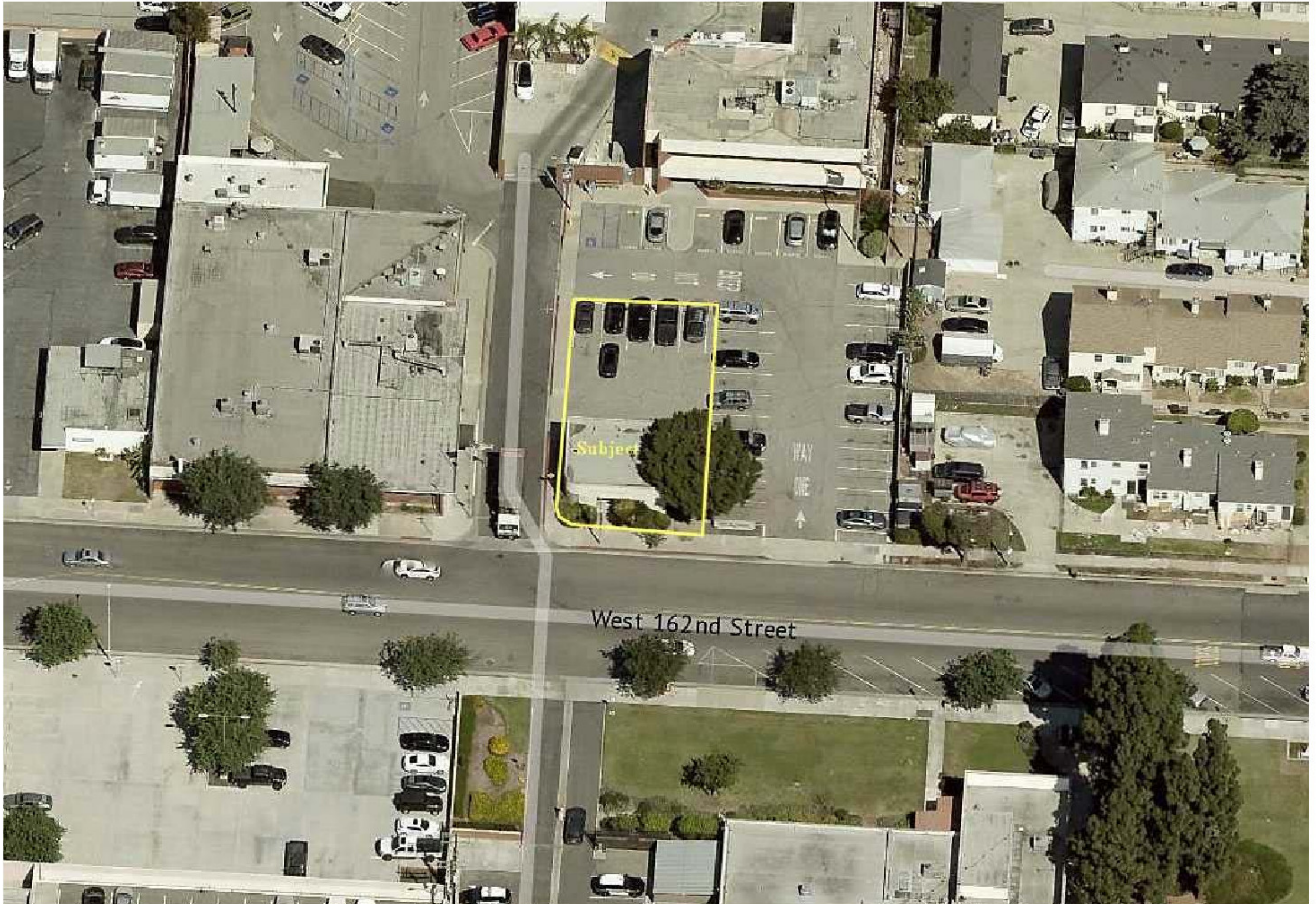
Seller/Landlord _____ Date _____
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**1731 WEST 162ND STREET
GARDENA, CALIFORNIA**



Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____