GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

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

Tuesday, April 25, 2023
Open Session 7:30 p.m.

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

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

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

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

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

3. **ATTEND THE MEETING IN PERSON**

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

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

   If you wish to address the Council, please complete a “Speaker Request” form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. Members of the public wishing to address the City Council will be given three (3) minutes to speak.

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

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

Thank you for your attendance and cooperation

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1. **ROLL CALL**

2. **CLOSED SESSION**

   PUBLIC COMMENT ON CLOSED SESSION

   CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. **PLEDGE OF ALLEGIANCE**

   Leilani Jordan and Jonathan Jordan Denker Avenue Elementary School

4. **INVOCATION**

   Deacon Joe Henry
   New Direction Community Church

5. **PRESENTATIONS**

   5.A Boards and Commissions Update - Rent Mediation Board

   5.B Certificates of Commendation in Special Recognition of Retirements and Long-Time Service to the City of Gardena:
   (a) Hugo Gualotuna , Police Officer- 21 years - (Gardena Police Department)
   Hugo G. .pdf

   5.C Certificate of Commendation presented to Martel London for his heroic efforts - ***to be accepted by Martel London***
   London cert.pdf

   5.D Gardena Events Video Presentation

6. **PROCLAMATIONS**

   6.A "Challenge the Norm and Influence of Marijuana Use on Youth Day" - April 20, 2023 - ***to be accepted by Tracy Saruwatari***
   4-20 Challenge the Norm-Influence of Marijuana on Youth Day-2023.pdf

6.B "National Library Week," April 23 through April 29, 2023 - ***to be accepted by Friends of the Library and Sarah Harper, Library Manager of Mayme Dear Library***
Proclamation -National Library Week.pdf

6.C "Cinco de Mayo Celebration Day" - May 5, 2023 - ***to be accepted by Cinco De Mayo Committee***
Proclamation - Cinco de Mayo -2023.pdf

6.D "Older Americans Month" - May 2023 ***(to be proclaimed only)***
Proclaim Only-Older Americans Month- May 2023.pdf

6.E "Municipal Clerk's Week" - April 30, 2023 - May 6 , 2023 – ***to be accepted by City Clerk Mina Semenza***
Proclamation - Municipal Clerks Week-2023.pdf

7. **APPOINTMENTS**

7.A Planning and Environmental Quality Commission - Ronald Wright-Scherr
(Appointed by Council Member Love)

8. **CONSENT CALENDAR**

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

PUBLIC COMMENT ON CONSENT CALENDAR

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

8.B Approve Minutes:
Amended Regular Meeting of the City Council, March 14, 2023
Regular Meeting of the City Council, March 28, 2023
CONTACT: CITY CLERK
Amended 03142023 REGULAR Minutes Gardena CC Meeting - FINAL.pdf
03282023 REGULAR Minutes CC Meeting - FINAL.pdf

8.C Receive and File of Minutes:
Planning & Environmental Quality Commission, March 21, 2023
CONTACT: COMMUNITY DEVELOPMENT
23_03_21 PCMIN

8.D Approval of Warrants/Payroll Register, April 11, 2023
CONTACT: CITY TREASURER
Warrant-Payroll Register 04-11-23.pdf

8.E Approval of Warrants/Payroll Register, April 25, 2023
CONTACT: CITY TREASURER
Warrant-Payroll Register 04-25-23.pdf

8.F Monthly Investment Report, March 2023
CONTACT: CITY TREASURER
March 2023 Investment Report.pdf

8.G Personnel Report P-2023-6 4-25-23
CONTACT: HUMAN RESOURCES
PERS RPT P-2023-6 4-25-23.pdf
Classification and Compensation Schedule - Attachment 1.pdf
Code Enforcement Supervisor - Attachment 2.pdf

8.H RESOLUTION NO.6625, Authorizing Execution of Agreement Number 22-14841 with the California Department of Technology
CONTACT: ADMINISTRATIVE SERVICES
Resolution 6625.pdf
Attachment A.pdf

8.I Approve Amendment No. 4 to Funding Agreement between the Los Angeles County Metropolitan Transportation Authority and the City of Gardena for the On-Street Bus Signal Priority System Project
CONTACT: TRANSPORTATION
F3306 - Amendment 4 Revised 3.10.23.pdf

9. **EXCLUDED CONSENT CALENDAR**

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

10.A APRIL 4, 2023 MEETING - ***Meeting Cancelled***
2023_04_04 CANCELLATION

10.B APRIL 18, 2023 MEETING
CONDITIONAL USE PERMIT #1-23
The Planning Commission reviewed the applicant's request to continue the project to Planning and Environmental Quality Commission meeting on May 16, 2023.
LOCATION: 1425 West Artesia Boulevard Unit #21-22
APPLICANT: Tim Mao

Commission Action: The Planning Commission opened the public hearing and continued the item to the May 16, 2023, meeting.

City Council Action: No City Council action is needed.

10.C APRIL 18, 2023 MEETING

CONDITIONAL USE PERMIT #2-23

The Planning Commission considered a request for a conditional use permit, per section 18.030.030.A of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine in an existing restaurant located in the Commercial (C-2) zone and direct staff to file a Notice of Exemption as an existing facilities project.
LOCATION: 1420 West Redondo Beach Boulevard Suite A
APPLICANT: Stanley Szeto

Commission Action: The Planning Commission approved Resolution No. PC 7-23, approving Conditional Use Permit #2-23 and directed staff to file a Notice of Exemption, by a vote of 4-0-0.

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

10.D APRIL 18, 2023 MEETING

CONDITIONAL USE PERMIT #3-23

The Planning Commission considered a request for a conditional use permit, per section 18.32.03.B of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine in an existing restaurant located in the General Commercial (C-3) and Mixed-Use Overlay (MUO) zones and direct staff to file a Notice of Exemption as an existing facilities project.
LOCATION: 15410 South Western Avenue #B
APPLICANT: Sean Kim (Kyodong Noodle)

Commission Action: The Planning Commission approved Resolution No. PC 8-23, approving Conditional Use Permit #3-23 and directed staff to file a Notice of Exemption, by a vote of 4-0-0.

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

To view the complete Planning Commission Packet CLICK HERE.
2023_04_18 PCAX.pdf

11. ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)

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

11.A **PUBLIC COMMENT**

4-25-2023 Regular CC Meeting - Public Comment #1.pdf
4-25-2023 Regular CC Meeting - Public Comment #2.pdf

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

13.A New Entertainment Permit to Allow Karaoke for Sushibei #1 located at 2021 West Redondo Beach Boulevard Suites F and G

Staff Recommendation: Approve a New Entertainment Permit for Sushibei #1 at 2021 West Redondo Beach Blvd, Suites F and G
Application for Sushiebei #1.pdf
Planning Division Memo.pdf
Police Department Memo.pdf
Los Angeles County Fire Department Memo.pdf

13.B PUBLIC HEARING: Consideration of a Resolution to Approve a Mitigated Negative Declaration, Conditional Use Permit and Site Plan Review for a 190,860 Square Foot Warehouse Building in the Industrial Zone
LOCATION: 1600 and 1606 W. 135th Street (APNs: 6102-013-026, 027)
APPLICANT: Gardena Owner LP

Staff Recommendation: Conduct a Public Hearing, please allow three (3) minutes for each speaker, and Adopt Resolution No. 6626, Upholding the Decision of the Planning Commission.
Planning Commission Staff Report and Resolution Dated March 21, 2023.pdf
Staff Presentation dated March 21, 2023.pdf
Applicant Presentation dated March 21, 2023.pdf
RESOLUTION_NO._6626.pdf
Exhibit A - Final IS_MND dated March 2023.pdf
Exhibit B - Response to Comments dated February 2023.pdf
Exhibit C - Mitigation Monitoring and Reporting Program.pdf
Exhibit D - Architectual Plans.pdf
Exhibit E - Conditions of Approval.pdf
Exhibit F - Technical Memo Dated March 16, 2023.pdf

13.C 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)

Staff Recommendation: Introduce Ordinance No. 1851 and set a Public Hearing on the adoption for the meeting of May 23, 2023
Staff Report - 2022 Building Coode Adoption.pdf
Ordinance No. 1851.pdf
Resolution No. 6624.pdf

13.D Report on Measures Taken to Alleviate New Significant Tobacco Retailers From Establishing in the City

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.
Staff Report - Tobacco Business Moratorium Report.pdf

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

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

Staff Recommendation: Approve Agreement
TPA- Contract Agreement.pdf
CGAR TPA City Council Presentation April 25 2023.pdf

15. **DEPARTMENTAL ITEMS - POLICE**

15.A 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

Staff Recommendation: Introduce Ordinance No. 1849 and Conduct a Public Hearing. Please allow three (3) minutes for each speaker.
Attachment 1 - AB 481.pdf
Attachment 2 - Ordinance 1849_w Exhibit A.pdf
Attachment 3 - AB 481 Annual Report 2022.pdf

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

16.A 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.

Staff Recommendation: Approve Agreement for Street Lighting Maintenance.
Proposed Agreement for Streetlighting Maintenance between COG & COLAsignedbyCA.pdf
Existing Traffic Maintenance Agreement between COG & COLA.pdf
Vermont Traffic Signal Project Exhibit.pdf

16.B 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.

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**

JN959 Specifcation 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

16.C 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.

Staff Recommendation:

- **Award Contracts for the Traffic Signal Emergency and Maintenance On-Call Services.**

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

16.D 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)

Staff Recommendation: Adopt Resolution No. 6615
Gardena Landscape Engineer's Report 2023-24..pdf
Artesia Landscaping District Resolution No. 6615.pdf

16.E 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)

Staff Recommendation: Adopt Resolution No. 6616
Gardena SLD Engineer's Report 2023-24..pdf

Consolidated Street Lighting District Resolution No. 6616.pdf

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

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

18.A Approve Contract with Pulsar Advertising, Inc. for Design and Branding of New On-Demand Transit Service in the Amount of $85,138

Staff Recommendation: Approve Contract
Contract with Pulsar - MicroTransit Branding.pdf
Pulsar - Past Design Examples.pdf

18.B Approve Contract with Anser Advisory for Owners Representative Services in the Amount of $289,960 and a project total of $362,450

Staff Recommendation: Approve Contract
RFP 2022-03 Anser Advisory Proposal.pdf
RFP 2022-03 Contract Package with Anser Advisory.pdf

19. **COUNCIL ITEMS**

19.A INTRODUCTION OF ORDINANCE NO. 1852: Amending Section 2.48.020(B) of the Gardena Municipal Code Relating to Membership Eligibility of Youth Commission Members

Staff Recommendation: Introduce Ordinance No. 1852
ORDINANCE No. 1852.pdf

19.B 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.

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.
1731 W 162nd St Purchase and Sales Agreement.pdf
1731 W 162nd Street Aerial Map.pdf
Notice of Exemption - 1731 W 162nd St.pdf

20. **COUNCIL DIRECTIVES**

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

22. **COUNCIL REMARKS**

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

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

    Arguster Brisco Sr, 99 years of age, father in law of Council Member Henderson.

25. **ADJOURNMENT**

    The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, May 9, 2023.

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

    Dated this 21st day of April 2023

    /s/ MINA SEMENZA
    MINA SEMENZA, City Clerk

Certificate of Commendation

presented to

Hugo Gualotuna

In official acknowledgment and with deep appreciation for an exemplary, outstanding 21 years of service to

the City of Gardena as a

Police Officer

with the

Police Department

We, the Mayor and Members of the City Council of the City of Gardena, California, are pleased to present this special recognition to you for your long-time City service, and express our sincere, best wishes for a healthy, enjoyable, and rewarding retirement, effective March 31, 2023.

Presented ✧25th day of April, 2023

CITY OF GARDENA
FREEWAY CITY
INCORPORATED 1930

Mayor Tasha Cerda

Councilmember Paulette C. Francis

Councilmember Mark E. Henderson

Councilmember Rodney G. Tanaka

Councilmember Wanda Love

Certificate of Commendation

presented to

Martel London

in official acknowledgement of his

Bravery and Heroic Efforts

We, the Mayor and Members of the City Council of the City of Gardena, California, do hereby deem it a distinct honor and privilege to commend you for your exemplary heroic efforts and quick thinking during a moment of crisis where you helped save a life. Your dedication and enduring commitment are commendable.

~ Presented this 25th day of April, 2023 ~

Mayor Tasha Cerda

Councilmember Paulette C. Francis

Councilmember Mark E. Henderson

Councilmember Rodney G. Tanaka

Councilmember Wanda Love

CITY OF GARDENA
FREEWAY CITY
INCORPORATED 1930

PROCLAMATION

WHEREAS, the unfolding of historical events dating back to the 1970s has closely associated the day of April 20 or "4/20" with the culture of marijuana use, especially here in the United States; and

WHEREAS, the Compassionate Use Act of 1996 and Proposition 64 were initiative statutes that paved the way for legalizations of medical and recreational marijuana in the state of California; and

WHEREAS, legalization effectively would perpetuate the culture that promotes marijuana use, thereby resulting in increased social acceptance and accompanying decreased perception of harm; and

WHEREAS, a critical issue that lies at the core of this phenomenon is increased youth access to marijuana at alarming rates; further, most recent findings of community assessments conducted by the Substance Abuse Prevent and Control (SAPD) of the Los Angeles County Department of Public Health within its Service Planning Area (SPA) which includes the City of Gardena, show that 59% of those surveyed perceived it to be very easy/somewhat easy to get marijuana on the street and 23% perceived marijuana use in their neighborhood to be a major problem; and

WHEREAS, the same assessment study establishes the mean age of initiating marijuana use among users within SPA 8 to be 16.7 years, which is younger than the legal age of 21 years for possession and use.

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **APRIL 20, 2023 ("4/20")**, to be

CHALLENGE THE NORM AND INFLUENCE OF MARIJUANA USE ON YOUTH DAY

to call on a united Gardena to undertake concerted actions to inform and educate youth and adults about the harmful effects of marijuana use on individual and public health, especially on the development of the brain, as well as regarding social costs in terms of injuries, loss of lives, and destruction of public and private property that occur as a result of impaired driving.

Tasha Cerda

MAYOR

Dated: 25th day of April, 2023

PROCLAMATION

Whereas, 2023 marks the 65th Anniversary of National Library Week, first celebrated in April 1958. As promoted 65 years ago, our nation's libraries are not just about what they have for people, but what they do for people, as libraries are at the heart of cities, towns, schools, and campuses; and

Whereas, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect, regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational materials that transform lives and strengthen communities; and

Whereas, libraries and librarians build strong communities through transformative services, programs, and expertise as they promote civic engagement by keeping people informed and aware of community events and issues; and

Whereas, the officials and citizens of Gardena are justifiably proud of our impressive and thriving local library; and

Whereas, Gardena Mayme Dear Memorial Library enjoys a high total circulation of resources and materials; and

Whereas, these expressions of success should be accompanied with proper tribute to Interim Community Library Manager Sarah Mae Harper and her trained and dedicated staff; and

Whereas, for the past 58 years, the members of the Gardena Valley Friends of the Library have provided consistent and loyal support to help our library sustain its effectiveness through their valuable service to our community; and

Whereas, the week of April 23-29, 2023, has been set aside to recognize National Library Week, with the 2023 theme:

"THERE'S MORE TO THE STORY"

Now, Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, in happy concurrence with the foregoing, hereby proclaim **APRIL 23-29, 2023**, to be

NATIONAL LIBRARY WEEK

in our community and encourage citizens of all ages to visit the Gardena Mayme Dear Memorial Library during this week, and urge everyone to become a regular patron throughout the year to take advantage of the wonderful resources available, as well as to acknowledge and thank the librarians and their staff and the library's FRIENDS for making information accessible to all who walk through the library's doors.

Dated: **25th Day of April, 2023**

Tasha Cerda

MAYOR

PROCLAMATION

WHEREAS, from the time the New World was colonized, all the nations of Europe shipped enormous amount of gold and silver across the Atlantic from Mexico during the time the country was ruled by Spain; and

WHEREAS, when the people of Mexico rebelled against Spain and formed an independent government, all the European nations, anticipating that this independence would fall, facilitated huge financial loans to the Mexican government, hoping to collect much more in return; making Mexico become heavily indebted financially to Spain, Great Brittan, and France; and

WHEREAS, when both Spain and Great Brittan threatened to invade Mexico, the French took advantage of this opportunity to expand their empire under Napoleon III, and, in 1862, began advancing its armed forces from Veracruz into the State of Puebla with the intention of capturing its capitol, the City of Puebla; however, the people of Puebla, under the leadership of General Ignacio Zaragoza, were ready to fight, and as the French troops began their attack on the City of Puebla on May 5, the Mexican soldiers accomplished their first defeat of the French; and

WHEREAS, the eventual independence of the Mexican people really began with the Battle of Puebla; thus, CINCO DE MAYO remains a landmark date in the history of Mexico; and

WHEREAS, among the many ethnic groups within our City, those of Mexican descent have been most prominent and deeply rooted in the history of both the City of Gardena and the State of California;

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, hereby declare **Friday, May 5, 2023,** to be the

THIRTY -SIXTH ANNUAL

CINCO DE MAYO CELEBRATION DAY

in the City of Gardena; and further, urge the entire citizenry to be aware of this special celebration and to encourage participation in the community parade and festival activities planned to memorialize this most significant historical and cultural event.

Tasha Cerda

MAYOR

Dated: 25th day of April, 2023

TO BE PROCLAIMED ONLY

" OLDER AMERICANS MONTH "

~ MAY 2023 ~

Every May, the nation celebrates Older Americans Month. Gardena is fortunate to have countless older Americans who enrich and strengthen our community; and the City of Gardena is committed to engaging and supporting older adults, their families, and caregivers.

We acknowledge that communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported.

The theme for 2023 is ***Aging Unbound***. Older adults continue to be a pillar of Gardena, which is why it is important that we explore the many ways that they can remain and be involved in our community. During this year's Older Americans Month, we will investigate how planning, participation, accessibility, and the power of connection all play a role in aging in place, while also understanding the individuality of each person's needs and preferences.

The City of Gardena can work to build an even better community for older residents by planning programs that encourage independence, ensuring activities are responsive to individual needs and preferences, and increasing access to services that support aging in place. By engaging and supporting all community members, we recognize that older adults play a key role in the vitality of our neighborhoods, networks, and lives. Connecting with others is one of the most important foundations of a community.

In support of this nationwide observance, I, Tasha Cerda, Mayor of the City of Gardena, California, am pleased to proclaim **May 2023,** to be

"OLDER AMERICANS MONTH"

in our City and encourage every resident to take time this month to recognize the contributions of older adults, help to build an inclusive society, and join efforts to support older Americans' choices about how they age in their communities.

OLDER AMERICANS MONTH

AGING UNBOUND: MAY 2023

PROCLAMATION

WHEREAS, the Office of the Municipal Clerk is a time-honored and vital part of local governments throughout the world, and is the oldest among public servants; and

WHEREAS, the Office of Municipal Clerk provides the professional link between citizens, local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Office of the Municipal Clerk serves as the information center on the functions of local government and the community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, province, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of Municipal Clerk;

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, hereby declare **April 30 through May 6, 2023**, to be the

FIFTY-FOURTH ANNIVERSARY OF

MUNICIPAL CLERKS WEEK

in the City of Gardena; and further, extend appreciation to Gardena's Municipal Clerk MINA SEMENZA, and to all Municipal Clerks, for the vital services they, their Deputies, and staff members perform, and for their exemplary dedication to the communities they represent.

Tasha Cerda

MAYOR

Dated: 25th day of April, 2023

MINUTES
Regular Meeting of the
Gardena City Council
Tuesday, March 14, 2023

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:40 PM on Tuesday, March 14, 2023, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

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

2. CLOSED SESSION *- None*

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

CITY ATTORNEY REPORT OUT OF CLOSED SESSION ***- None***

3. PLEDGE OF ALLEGIANCE

Drew Jackson and Chioma Obinwa led the Pledge of Allegiance. Drew is a charismatic 4th grader, who excels at creative writing and is an avid reader and especially enjoys fantasy novels. Chioma is an exemplary 6th grader, as a co-founder of her school's Reading club and a dedicated big sister to her siblings. She is an example of excellent leadership at school, as well as at home.

4. INVOCATION

Presented by Pastor Dwight Dudley, Calvary Chapel South Bay, gave the Invocation.

5. PRESENTATIONS

5.A Gardena Events Video Presentation
- Video presentation was presented highlighting the Recreation and Human Services Department current and future events.

Mayor Cerda announced that Item 5.B is being added to the Agenda. City Attorney confirmed that the Item is not being added, the Item is just simply a presentation.

5.B Wayfinder Signs Presentation
- City Manager Osorio announced the quick preview of the proposed entrance Wayfinding signs. Director of Public Works, Allan Rigg and Principal Engineer, Kevin Kwak were present and unveiled the proposed signs to all Members of the Council and members of the public.

City Manager Osorio informed everyone at this time that we are not asking for comments, we are only viewing the signs.

Mayor Cerda explained that if anyone has questions or comments to please see the Director of Public Works and or City Manager after the meeting or at a later time to discuss it, until we can bring it back as an agendized item.

6. PROCLAMATIONS ***- None***

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

8. CONSENT CALENDAR

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

8.B Approve Minutes:
Regular Meeting of the City Council, February 28, 2023
CONTACT: CITY CLERK

8.C Receive and File of Minutes:
Planning & Environmental Quality Commission, February 21, 2023
CONTACT: COMMUNITY DEVELOPMENT

8.D Approval of Warrants/Payroll Register, March 14, 2023
CONTACT: CITY TREASURER

March 14, 2023: Wire Transfer: 12335-12346; Prepay: 170839-170844; Check Numbers: 170845-171012– for a total Warrants issued in the amount of $8,047,992.37; Total Payroll Issued for March 10, 2023: $1,681,941.68.

8.E Monthly Investment Report, January 2023
CONTACT: CITY TREASURER

8.F Personnel Report P-2023-4 3-14-23
CONTACT: HUMAN RESOURCES

8.G Acceptance and Notice of Completion for the Pedestrian Safety Improvements FY 2022-2023 - Sidewalk Trip Hazard Removal Phase, JN 513 (a.k.a. On-call services for Concrete Remediation)
CONTACT: PUBLIC WORKS

8.H Acceptance and Notice of Completion for the 170th St. Street Improvement Project from Normandie Avenue to Vermont Avenue, JN 944
CONTACT: PUBLIC WORKS

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

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

9. EXCLUDED CONSENT CALENDAR

8.B CITY CLERK - Approve Minutes: Regular Meeting of the City Council, February 28, 2023 ***- Item pulled by Mayor Pro Tem Francis***

Mayor Pro Tem Francis had concerns and asked for corrections to be made to certain sections of the minutes: under Departmental Items, her Council Directives and certain information under her Council Remarks.

It was moved by Mayor Pro Tem Francis, seconded by Mayor Cerda, and carried by the following roll call vote to Amend the Minutes with the corrections made as stated by Mayor Pro Tem Francis and bring the Amended Minutes back for Approval at the March 28, 2023 Council Meeting:

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

8.E CITY TREASURER - Monthly Investment Report, January 2023
- Item pulled by Mayor Pro Tem Francis

Mayor Pro Tem Francis asked why the monthly report is not done on a monthly basis? City Manage Osorio explained the process.

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

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

8.G PUBLIC WORKS - Acceptance and Notice of Completion for the Pedestrian Safety Improvements FY 2022-2023 - Sidewalk Trip Hazard Removal Phase, JN 513 (a.k.a. On-call services for Concrete Remediation) ***- Item pulled by Mayor Pro Tem Francis***

Mayor Pro Tem Francis asked was it 1,000 square feet of sidewalks that was repaired. If I notice a trip hazard on my street, how do I report it? Director Rigg came up and confirmed her first question; and then explained the use of Gardena Direct.

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

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

8.H PUBLIC WORKS - Acceptance and Notice of Completion for the 170th St. Street Improvement Project from Normandie Avenue to Vermont Avenue, JN 944 ***- Item pulled by Mayor Pro Tem Francis***

Mayor Pro Tem Francis stated that there were an amazing number of improvements and asked for confirmation. Director Rigg came up and explained the work that was performed.

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

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

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A MARCH 7, 2023 MEETING

Conditional Use Permit #7-21, Site Plan Review #9-21, and Environmental Assessment #18-21
The Planning Commission reviewed the applicant's request to continue the project at the next Planning and Environmental Quality Commission meeting on March 21, 2023.
APPLICANT: Gardena Owner LP
LOCATION: 1600 West 135th Street

Commission Action: The Planning Commission motioned to continue the public hearing of Conditional Use Permit #7- 21, Site Plan Review #9-21, and Environmental Assessment #18 -21 to the next Planning and Environmental Quality Commission meeting on March 21, 2023, as requested by the applicant.

City Council Action: No City Council action is needed.

10.B MARCH 7, 2023 MEETING

Conditional Use Permit #3-22 and Site Plan Review #3-22
The Planning Commission reviewed a Resolution of Denial for the use of an indoor firearm shooting range located on a 0.46-acre site, for the following:

- Conditional Use Permit (CUP #3- 22), per section 18.46.030.C.9 of the Gardena Municipal Code (GMC), for the operation of an indoor firearm shooting range facility located at the Industrial (M-1) zone; and

- Site Plan Review (SPR #5-22) required for any development project for which a Conditional Use Permit is being sought; and

- Determination that the project is exempt from CEQA pursuant to the existing facility exemption, CEQA Section 15301.

APPLICANT: Edmund Tan
LOCATION: 1435 West 130th Street (APN:6102-003-020)

Commission Action: The Planning Commission approved Resolution No. PC 3-23, by a vote of 4-0-0, denying Conditional Use Permit #3-22.

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

This Item was Received and Filed.

Mayor Cerda made a motion to take Item 20. Council Directives and Item 21. City Manager Remarks Re: Directive/Council Items out of order.

20. COUNCIL DIRECTIVES

Council Member Henderson

1) Asked if we could have staff do some research on establishing a Gardena Historical Society ***– Mayor Pro Tem Francis seconded it.***

Mayor Pro Tem Francis

1) Asked if we could bring back a moratorium regarding significant tobacco retailers only to be discussed and/or agendized at our 3/28/2023 Council Meeting ***– Mayor Cerda seconded it.***

21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

1) Memo regarding Council Directive made at the February 28, 2023, meeting, regarding regulating or prohibiting businesses that primarily sale tobacco and related products.
2) Memo – response to Council Member Henderson's directive made at the January 10, 2023, council meeting regarding innovative enforcement efforts to combat intersection takeovers.

Mayor Cerda resumed the meeting with Oral Communications.

11. ORAL COMMUNICATIONS

1) Melissa Loza – a community organizer for ADAAP, Gardena High School Drug and Alcohol Prevention Taskforce; and a resident – spoke in favor of a moratorium in strengthening to prohibit the sale of tobacco in our City.

2) Nital Patel, representative for Senator Steve Bradford – came out to announce an event Senator Bradford is hosting called "Tacos and Taxes" for all residents at the Nakaoka Community Center; taxes will be done for free if you make under $66,000; she also mentioned that no appointment is required for the community resource fair.

3) Dr. Rachel Johnson, representative of Gardena Holly Park Homeowners Association; spoke in favor of a moratorium and asked if buffer zones and density caps could be explored on these types of new businesses.

4) Hayley Hutt representative of Assembly Member Tina McKinnor's office; she is a new field representative – came out to introduce herself and to let Council know that she is looking forward to working with you all.

5) Andrea Simental – Manager of Masao Library; came to announce library events for Masao W. Satow Library.

6) Traci Saruwatari - community organizer working for ADAAP, GDAAP, and the youth at Gardena High School; concerned about the number of smoke shops in the city and two doors down from ADAAP youth treatment center; asked Council to put a moratorium on the sale of tobacco products.

7) Princes Alexis Evangelista Griffen - Owner of Medusa Tears which is a tattoo studio as well as a creative center; trying to obtain a business license and is having difficulty obtaining one because of the planning parameters there are not enough parking spaces the building is at 2094 W. Rosecrans

8) Jessica Abaya, community organizer for ADAAP and longtime resident of Gardena; spoke in favor of a moratorium in strengthening to prohibit the sale of tobacco in our City; she read a former high school task member's (Valentina Garcia) public comment, who is also in favor of a moratorium.

9) Victor Ibarra, Public Affairs Manager of SoCal Gas – came out to give an update and send a message to our residents regarding the high prices of natural gas; he oversees 14 cities; he mentioned a $50.77 credit that will be appearing on our customer's bills; and pointed out that we will not be disconnecting any services for non-payment until further notice. He spoke about the Bill Home and Assistance Program; he gave a whole explanation of their plan and how they will help our community. He then said to make sure everyone has the latest updates, they can go to www.socalgas.com/newsroom; he mentioned he can be reached at 310-971-1517 or at vibarra@socalgas.com.

   Mayor Cerda asked him about an app to help you gage or project future bills; it turns out it is a website called socalgas.com/managehigherbills.com. He stated that they will try to be more proactive.

City Clerk Mina Semenza stated for the record we received 7 public comment email communications; Council has received these emails, and they have also been placed in the Public Review binder at the back of the room, and have been made part of the public record.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES ***- No Items***

13. DEPARTMENTAL ITEMS – COMMUNITY DEVELOPMENT ***- No Items***

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

14.A Renewal of the General Services Agreement (GSA) with the County of Los Angeles for a Five-Year Period, July 1, 2023 through June 30, 2028

City Manager Osorio presented the Staff Report. There were no public comments.

Council Member Henderson asked what's the service level agreement once we make the call to the County and what's our expectations; he also asked about the pick up of dead animals and what the timeline was.

Mayor Pro Tem Francis asked if it was common practice to have a service level agreement; she then asked what happens when things go wrong; she indicated she just wants to make sure we get the best service.

City Manager Osorio and City Attorney Vasquez answered all questions.

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

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

15. DEPARTMENTAL ITEMS - POLICE

15.A Authorization of Ammunition Purchases from Dooley Enterprises, Inc. Not to Exceed $60,000 for Fiscal Year 2022-23

City Manager Osorio presented the Staff Report. There were no public comments.

Mayor Pro Tem Francis asked how often are we purchasing ammunition; how many bullets does $60,000 buy; she then asked about the hollow point bullet and is it common among other agencies? She mentioned its known for doing a lot of damage; and then asked about the amount of bullets used in a year; she asked about hand guns and rifles; she then asked if we were buying ammunition for the academy, and if the $60,000 will take care of all that?

Chief Saffell came up and answered all of her questions.

It was moved by Council Member Love, seconded by Council Member Tanaka, and carried by the following roll call vote to Authorize Ammunition Purchases:

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

16. DEPARTMENTAL ITEMS - PUBLIC WORKS

16.A Authorize the Director of Public Works to Enter into Exchange Agreement and Assignment of Federal Surface Transportation Program-Local (STP-L) and Highway Infrastructure Program (HIP) Funds with Los Angeles County Metropolitan Transportation Authority (LACMETRO), in a form approved by the City Attorney

City Manager Osorio presented the Staff Report.

City Clerk Semenza stated there was a public comment email that was received; it has been distributed to Council; a copy has been placed in the Public Review binder and has been made part of the record.

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

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

16.B Award Construction Contract for the Gardena Community Aquatic and Senior Center Project – Underground Utility Phase, JN 978, to Doty Bros. Equipment Company, in the amount of $157,038, approve the Project Plans & Specifications and Budget Contingency.

City Manager Osorio presented the Staff Report. There were no public comments.

Council Member Tanaka recused himself due to his residence being within the proximity of the project.

Mayor Pro Tem Francis asked once the undergrounding of the utilities is completed, what's next? She mentioned it seems like it is taking a long time; our seniors are looking forward to it.

Public Works Director Rigg came up and gave an explanation and overview of what has taken place and what we can expect in the near future.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Love, and carried by the following roll call vote to Award Construction Contract, Approve the Project Plans and Specifications and Approve Budget Contingency:

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

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES

17.A Approval of the City of Gardena Homeless Strategic Plan from March 2023-December 31, 2025

City Manager Osorio presented the Staff Report. There were no public comments.

Council Member Tanaka made a comment, as a member of the COG, and all the things were doing with our homeless task force; everything staff did for this plan, I appreciate all the work and all the effort you put into this, thank you, it is a good plan.

Mayor Pro Tem Francis asked if the plan will grow as our resources grow. She continued to say that it is a good plan.

Recreation and Human Services Director Santin came up and answered Mayor Pro Tem Francis' question.

It was moved by Council Member Love, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve the City of Gardena Homeless Strategic Plan:

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

18. DEPARTMENTAL ITEMS – TRANSPORTATION - *No Items*

19. COUNCIL ITEMS

19.A 12-Month Pilot Commercial Façade Improvement Program

City Manager Osorio presented the Staff Report..

Jackie Choi, our Economic Development Manager made a PowerPoint presentation.

It was noted by City Clerk Semenza that a public comment email was received; it was distributed to Council, put in the Public Review binder and made part of the record.

Mayor Cerda spoke about the program and suggested she was hoping we could make the target area Rosecrans Avenue between Crenshaw and Van Ness or even to Western Avenue. She mentioned for the first year we should just focus on a particular area. Once businesses know that there is money out there, just with signage, landscaping, lighting, and window changes; she thinks the amount is good, normally I don't like the fact that we are using our general fund, but when we did pass Measure G, we said we would use it to improve the community; if the Council is open to focusing on Rosecrans and then year two we could look at CDBG. She mentioned one of the things that we have to take into consideration is Gardena is already a built-out city, we kind of have to piece it together.

Council Member Henderson commented about the consultancy fee if it was up to 20%; when the Consultant comes on board could they investigate including cameras on the exteriors. He then stated he wanted to remind everyone that we do have a process in dealing with abandoned commercial properties, so we may have to have a discussion about that.

Mayor Pro Tem Francis asked if we were going to do research or is it going to include development standards, like paint colors, or are we going to just do the work; if we go with the target area of Rosecrans, is it going to be for specific areas? How do you decipher if it's a strip mall and only one of the owners wants to make improvements, but the other one doesn't. Is there any plans of meeting with the business owners to inform them of this pilot program? What's the objective and goal of the program, and how do you know you've done a good job? She indicated she would like to get the project approved before we designate an area; and said it was important to improve our commercial corridor image. She continued to say let's see what our feasibility is; has a feasibility study been done.

Council Member Love commented and wanted to suggest other areas that we need to look at would be: Rosecrans and Normandie, at the Dollar Tree, all those buildings could use some revitalization, all up and down Crenshaw from El Segundo to Redondo Beach Boulevard, and at Rosecrans and Vermont as you come into the City. She then asked about the matching funds; will there be an agreement, and can we ask these businesses if they would stay in business once we invest in this program. She then asked if the agreement is with the property owner. She then asked if we could pull funding from another funding source and not the general funds. If the City decides to continue the program, can it be funded by other resources; did you do your research to see what other cities were doing; how would you determine which location we would choose.

Economic Development Manager Jackie Choi and Community Development Director Greg Tsujiuchi answered all of Council's questions.

Public Speaker: Princes Alexis Evangelista Griffen, came out to voice her opinion and gave her recommendations on the pilot program.

It was moved by Mayor Cerda, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote to Approve Establishing a 12-month Pilot Commercial Façade Improvement Program with the Recommendations of doing Rosecrans from Vermont to Crenshaw – with no murals:

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

22. COUNCIL REMARKS

(1) MAYOR PRO TEM FRANCIS- Attended the Serra High School event honoring women of Serra; it's a big deal and means so much that they are now a co-ed school; it was a very nice event and nice to see all the women from all professions; she also attended the Vector Control meeting; See's Candy grand opening, and MLK Commemorative Youth Program for the essay presentation; it was rescheduled from February 25th and gave a shout out to Director Stephany Santin and Ms. Amber, and all the staff that worked, and Senator Bradford who provided certificates. Mayor Pro Ms. Amber showcased a video montage of all the parades that have taken place in the past. Mayor Pro Tem Francis attended the Cinco de Mayo Spring dinner fundraiser and invited all to the Beautification Commission is hosting a Hands On Gardening Workshop at Rowley Park on Saturday, March 18, 2023. Mayor Pro Tem Francis thanked her colleagues for all the contributions of what we would like to do to improve the city. Lastly, Mayor Pro Tem Francis mentioned that it is Women's History Month and would like to thank all the women who make the City go, every department; Happy Women's History Day.

(2) COUNCIL MEMBER TANAKA – hosted the South Bay COG's homeless task force meeting. Attended and donated blood at GPD blood drive. Attended the Serra High School tribute to women and stated, it was a really great event to celebrate the women who have gone through the trials and tribulations of an all boy school; active shooter presentation by Captain Osorio and stated, I believe our city staff are way more protected and prepared; Council Member Tanaka also attended Serra High School International Space Station presentation that was put on by 5 young men who belonged to the National Society of Black Engineers; Council Member Tanaka stated, these young men have been working on this experiment for months and are one of eight schools that were awarded this project; everything will be done remotely from here and looking forward to see what transpires out of this experiment; really proud that these young men took this on, I've asked the City Manager to invite them to our City Council meeting to recognize them with a certificate. Council Member Tanaka also attended the Nakaoka Youth Mixer that the staff put on and met some great students; Council Member Tanaka is waiting to see what students applied for the Youth Commission spots. He also attended the SBCOG legislative get together held at Cal State Dominguez Hills and this was the first in person meeting since COVID, in attendance was Senator Gibson, Senator Bradford, and Supervisor Hahn; the Gardena Police Department Hiring Information Event at Nakaoka put on by Officer Bazan and Officer Carter had 8 or 9 candidates show up; See's Candy grand opening and states, what a great thing, in attendance was their CEO, Congresswoman Maxine Waters, Senator Bradford; attended the COG's transportation and steering committee meeting. Lastly, congratulates all the woman for Women's History Month.

(3) COUNCIL MEMBER LOVE –Opened with adding on to Senator Bradford's field deputies that the taxes would be done by professionals; she attended Serra High Schools tribute to women and stated, it was a pleasant surprise that some of the women that attended Serra shared their struggles that they went through and it kind of motivated me to do something and it was great to be a key note speaker; Council

Member Love attended Friends of the Library, St Patrick's Day meet and greet; Youth Mixer; was amazing to decorate cakes and work with the youth; See's Candy grand opening talked to Pat the CEO; Torrance store is worth $5M and in 21 days the store in Gardena made $80,000 and they were really excited that we got our Congresswoman and State Assembly and elected officials to be present; See's had a grand opening in Dana Point but said that Gardena was the best. Council Member Love thanked her colleagues who came out in the rain and attended the LA County women of the year with Holly Mitchell. Council Member Love stated, I had the privilege to sit with an 89 year old women engineer who designed Marina Del Rey harbor and said it was kind of like the Hidden Figures movie, to be recognized as a women of the year. Council Member Love attended the Speak Up event at Rowley Park. Council Member Love mentioned the death of her mother and thanks her colleagues, City Department heads, staff, community residents, and local businesses. Lastly, Council Member Love closes with, there was no way I could write something up about my mom to be placed on our agenda, I just wanted to take this time to thank you all from the bottom of my heart.

(4) MAYOR CERDA offered condolences from the entire council to Council Member Love; Mayor Cerda attended KIPP generations school student council 4th and 5th graders had questions for her and was impressed by the questions that they asked, stated, really a lot of fun; Holly Park Homeowners Association meeting and able to get a lot of good information from ADAAP related to flavored tobacco shops and will be moving forward as it relates to the moratorium; the South Bay Association of Realtors had their elections, thanked Mina Semenza for the invitation that was a Woodstock theme, it was a great event; Mayor Cerda was invited to be a key note speaker at Serra High School but had to decline to attend a family member's funeral; Youth Mixer with the Youth Commission talked about the games and activities they did; grand opening of See's Candy and stated, for the residents that are watching thank you for coming out everyone was happy to be there; you heard all of the elected that were there such a happy occasion it was such a pleasure working with our city staff and thanked the Economic Development Manager and Community Development; Lastly, apologized for missing MLK Youth Essay event and thanked her colleagues and appreciates everything that they all attended.

(5) COUNCIL MEMBER HENDERSON gave condolences to Council Member Love; thanked Chief Saffell for the report on the intersection takeovers and the safety; Council Member Henderson stated, we've done a lot since this city was incorporated in 1930; which was one of the drives for asking for the Gardena Historical Society, Gardena has a major impact in LA County and it's something we should all be proud of. Council Member Henderson attended the Youth Mixer and enjoyed the activities as well as the games, attended the Serra High School tribute to women for it to go co-ed and just hearing those stories it was a akin to the civil rights experience for some of the girls there; took that as a lesson making sure I have different lenses or be empathetic and encourages all to think about others as we go through life. Council Member Henderson attended the USC Sole Prize Executive Education Forum and stated, which he is a member of the Curriculum Development Board and it was a great two days of learning experience; the City Manager of Lakewood and City Manager of Rolling Hill Estates gave a lot of the new council folks some understanding on working with City Managers

and staff working collaboratively; Council Member Henderson attended SCAG Joint Policy meeting, did his committees presentation on racial equity in housing in the regions, included a bullet point on economics and everyone is inclusive; Council Member Henderson attended See's candy and stated it was awesome; thanked his colleagues to have the courage and strength for looking into the historical society; we've done a lot culturally and make sure we are recognized. Lastly, Council Member Henderson mentioned the newly elected are women which is great for Women's History Month.

23. ANNOUNCEMENT(S)

Mayor Cerda announced:

1) Hands On Gardening Workshop, Saturday, March 18, 2023 – from 9:30 a.m. – 11:00 a.m. Workshop will be held at Rowley Park.
2) 1st ZNA USA – Koi Show, March 18-19, 2023, at City Hall Complex: Saturday, 10:00 a.m. - 5:00 p.m. and Sunday, 10:00 a.m. – 3:00 p.m.
3) Painting Workshop for Seniors, Wednesday, March 22, 2023; 10:00 a.m. to 11:00 a.m. at the Nakaoka Community Center.
4) Girls Night, Friday, March 24, 2023, at the Nakaoka Community Center: Doors open at 6:00 p.m; Activities start at 6:30 p.m.
5) 2023 Mayor's State of the City, Thursday, March 30, 2023, at the Nakaoka Community Center: Meet, Greet & Eat 6:00 p.m. and Program 7:00 p.m.
6) Tacos & Taxes Community Resources Fair hosted by CA State Senator Steven Bradford, April 1, 2023, from 10:00 a.m. – 2:00 p.m. To make an appointment, call (626)545-9351.
7) Spring Carnival, April 7-9, 2023: Friday, 5:00 p.m. – 10:00 p.m; Saturday, 2:00 p.m. – 10:00 p.m; Sunday, 2:00 p.m. – 10:00 p.m., at Mas Fukai Park at 158th and Brighton Ave., in the City of Gardena.
8) Spring Youth Camp, April 3 – April 7, 2023; Ages 5 to 12 and camp locations are Freeman Park and Johnson Park.
9) Easter Eggstravanganza, Saturday, April 8, 2023, from 8:30 a.m. – 11:30 a.m., at the Nakaoka Community Center.
10) Free Shredding Event for Gardena Residents, Saturday, April 29, 2023; 8:00 a.m.-12:00 p.m. at City Hall Complex.

24. REMEMBRANCES

Officer Thomas Martinez, former retired Police Officer with the Gardena Police Department.
John Jimenez, 91 years of age, life-long resident of Gardena; he is survived by his wife Florence, and children Connie, Irene, Robert and Susan, grandchildren, and great grandchildren; he will be dearly missed by his family.
In memory of Councilmember Love's mother.

25. ADJOURNMENT

At 10:41 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, March 28, 2023.

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

APPROVED:

_____
Tasha Cerda, Mayor

By:_____
Becky Romero, Deputy City Clerk

MINUTES
Regular Meeting of the
Gardena City Council
Tuesday, March 28, 2023

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:05 PM on Tuesday, March 28, 2023, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

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

City Clerk Mina Semenza, noted for the record that Council Member Tanaka was not present during roll call.

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

2. CLOSED SESSION

2.A CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION Gov. Code Section 54956.9(d)(1)
Clarence Cecil IV Davis v. City of Gardena, et al. L.A. Sup. Ct. Case No.: BC719909

2.B CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Significant exposure to litigation, pursuant to Gov. Code Section 54956.9(d)(2) & (e)(3)

One Potential Case: Claim No. T11-2022, filed June 22, 2022, by George Van Heel (Copy of Claim available in City Clerk's office)

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:48 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. City Attorney Vasquez noted for the record that Council Member Tanaka was present for Closed Session at 7:10 p.m. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated that with regard to Item 2.A – the item was being continued; and with regard to Item 2.B Council was provided with an update, discussion was had, but no reportable action was taken.

3. PLEDGE OF ALLEGIANCE

Aaron Gil and Tyler Chin led the Pledge of Allegiance. Both are in the 5th grade and attend Denker Elementary School. Tyler was recently the 3rd Place winner for the 2023 MLK essay contest and the topic was "Is the struggle to vote as real today as it was during the Civil Rights Movement." Aaron filled in for Desirae Jourdan, who was not present. Both children introduced their parents.

4. INVOCATION

Pastor Christopher Codrington, Gardena-Torrance Baptist Church, gave the Invocation.

5. PRESENTATIONS

5.A Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena: (a) David McMichael, Building Maintenance Lead - 39 years (Public Works Department)

Director of Public Works, Allan Rigg introduced David McMichael, Building Maintenance Lead and photos were taken. Mr. McMichael accepted his certificate and recognition. He spoke and thanked the Mayor, City Council, Director Rigg, his supervisors and fellow employees, and his family.

5.B Certificate of Recognition for Gerrie Noel in appreciation of her service to the community as a Tenant Representative Member of the Rent Mediation Board
- was accepted by Ms. Gerrie Noel

Mayor Cerda, who originally appointed Ms. Noel, commended her for all the years of outstanding service and dedication to the Rent Mediation Board as a Tenant Representative Chair.

5.C Certificate of Commendation to the students of Junipero Serra High School's National Society of Black Engineers for their accomplishments in the International Space Program.

Mayor Cerda asked Council Member Tanaka to speak and present the Certificate of Commendation to the Students of Junipero Serra High School's National Society of Black Engineers for their accomplishments in the International Space Program.

Mayor Cerda commended all the students and school personnel for their exemplary efforts.

Students: Travis Leonard, Anderson Pecot, Henry Toler, Isaiah Dunn, and Christopher Holbert; and Sarah, their photographer; and other staff: Mr. Joe Cormier; Mr. Ken Irvine, Mentor, and President Dr. John Moran spoke about their mission and expressed their appreciation and thanked all Members of the Council for the recognition.

5.D Gardena Events Video Presentation – ***The video presented highlighted the Recreation and Human Services Department past and future events.***

6. PROCLAMATIONS

6.A "Fair Housing Month," April 2023 - ***was accepted by Alicia Nguyen, Outreach Coordinator with the Fair Housing Foundation***

6.B "DMV / DONATE LIFE MONTH," April 2023 - ***was proclaimed by Mayor Cerda***

7. APPOINTMENTS - *No Appointments were made.*

8. CONSENT CALENDAR

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

8.B Approve Minutes:
Amended Regular Meeting of the City Council, February 28, 2023
Regular Meeting of the City Council, March 14, 2023
CONTACT: CITY CLERK

8.C Receive and File of Minutes:
Planning & Environmental Quality Commission, March 7, 2023
CONTACT: COMMUNITY DEVELOPMENT

8.D Approval of Warrants/Payroll Register, March 28, 2023
CONTACT: CITY TREASURER

March 28, 2023: Wire Transfer: 12347-12351; Prepay: 171013-171014; Check Numbers: 171015-171201 for a total Warrants issued in the amount of $1,629,695.16; Total Payroll Issued for March 24, 2023: $2,387,500.63.

8.E Monthly Investment Report, February 2023
CONTACT: CITY TREASURER

8.F Personnel Report P-2023-5 3-28-23
CONTACT: HUMAN RESOURCES

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

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

9. EXCLUDED CONSENT CALENDAR

City Attorney Vasquez recommended that the City Council vote separately and approve the Amended Minutes of February 28, 2023 first.

Mayor Cerda asked for a motion to approve the City Council Amended Minutes of February 28, 2023.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve the Amended Minutes for February 28, 2023:

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

8.B CITY CLERK - Approve Minutes: Regular Meeting of the City Council, March 14, 2023 ***- Item pulled by Council Member Love***

Council Member Love asked for corrections to be made to the roll call vote for Council Item 19.A 12-Month Pilot Commercial Facade Improvement Program, where she voted "No".

It was moved by Council Member Love, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote to Amend the March 14, 2023 Minutes with the corrections made as stated by Council Member Love and bring the Amended Minutes back for Approval at the April 11, 2023, Council Meeting:

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

8.F HUMAN RESOURCES - Personnel Report P-2023-5 3-28-23: Attachment 2 – Job Specification Payroll Specialist ***- Item pulled by Council Member Love***

Council Member Love asked about the pay rate for the Payroll Tech Specialist position.

City Manager Osorio replied that it is Pay Schedule 52.

It was moved by Council Member Love, seconded by Mayor Pro Tem Francis, and carried by the following vote to Approve Item 8.F:

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

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A MARCH 21, 2023 MEETING

Conditional Use Permit #7-21, Site Plan Review #9-21, and Environmental Assessment #18-21
The applicant is requesting the following to construct a new 190,860 square foot industrial building on an 8.46 acre property:

1. Conditional Use Permit (CUP #7-21) - To permit the operations of a warehouse facility in the General Industrial (M-2) zone in accordance with Section 18.46.030.C.18 of the Gardena Municipal Code; and
2. Site Plan Review (SPR #9-21) - Demolition of all existing on-site buildings to construct a new 190,860 square foot tilt-up industrial building, with 22 dock doors, a new parking area, lighting, and landscaping site improvements; and
3. Environmental Assessment (EA #18-21) - Adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).

Project Location: 1600 W. 135th Street, Gardena
Applicant: Gardena Owner LP

Commission Action: The Planning Commission approved Resolution No. PC 4-23, by a vote of 3-0-1.

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

This Item was Called for Review by Mayor Pro Tem Francis - Council Member Love seconded it. A Public Hearing was set for the April 25, 2023, Council Meeting.

10.B MARCH 21, 2023 MEETING

General Plan Consistency for the Acquisition of a 0.11 Acre Parcel Located at 1731 W. 162nd St.

Commission Action: The Planning Commission approved Resolution No. PC 5-23, by a vote of 3-0-0.

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

This Item was Received and Filed.

11. ORAL COMMUNICATIONS

1. Traci Saruwatari - community organizer for GDAAP, came out to announce ADAAP's partnership with the Gardena Police Department to raise awareness of Fentanyl at a Town Hall Meeting that is coming up next Thursday at the Nakaoka Community Center from 5:30 p.m. to 7:00 p.m.

2. Sarah Harper, from Mayme Dear Library; came to announce library upcoming events happening at the Mayme Dear and Satow Libraries.

3. Chris Bennett, Block Club Captain for the Casimir Gatekeepers Network, wanted the record to note his letter of accommodation for Alex Orozco to be placed in her personnel file for her gratitude and work ethic she has shown him because she is doing an excellent job relaying information that is very vital for him to function as a block club.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

12.A PUBLIC HEARING: Proposed Substantial Amendment to the Fiscal Year 2021-2022 US Department of Housing and Urban Development (HUD) Annual Action Plan to Accept HOME - ARP Funding from the American Rescue Plan Act of 2021 in the amount of $1,040,280.

- HOME-ARP Allocation Plan
- Substantial Amendment to FY 2021-2022 HUD Annual Allocation Plan - CDBG Program

City Manager Osorio presented the Staff Report.

Diana Espinoza, Homeless Coordinator for the City of Gardena, gave the PowerPoint Presentation.

Mayor Cerda opened the Public Hearing at 8:52pm. She asked if anyone had asked to speak on this item and if Council had any comments or questions.

There were no public speakers.

There was a discussion which included Mayor Pro Tem Francis, Mayor Cerda, Council Member Love and Recreation and Human Services Director Stephany Santin. Mayor Pro Tem Francis asked about the $154,000 in administrative costs and why is it so much; she also stated that the Homeless Coordinator position is a much-needed position; Mayor Cerda asked if we get the money now, is it okay to set aside the funds for next year; and it was stated by Council Member Love that homelessness is not going to go away; she continued to say that it would only seem fit to fund the Homeless Coordinator position through the general fund so the grant money could go towards funding the homeless.

Recreation & Human Services Director, Stephany Santin was present and answered all questions.

Mayor Cerda closed the Public Hearing at 8:56 pm.

It was moved by Council Member Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Approve the Substantial Amendment to include the Home-ARP Allocation Plan; and Authorize City Manager, or his designee, to take all actions necessary or desirable to implement the HOME-ARP Program:

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

12.B Single Audit Report Required for Federally Funded Programs for Fiscal Year Ended June 30, 2022

City Manager Osorio presented the Staff Report and gave a PowerPoint presentation.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions.

There was a discussion which included Mayor Pro Tem Francis, Council Member Henderson, Council Member Love, Council Member Tanaka, Mayor Cerda, City Manager Osorio, City Attorney Carmen Vasquez, and Director of Finance Ray Beeman; and Sophia Kuo, of the PUN Group.

Mayor Pro Tem Francis thanked the PUN Group for their audit. She then asked why it took an audit to find these and why did it happen; how is it going to impact the programs; what is this going to cost us; what corrective actions are we taking; and then asked about the Gardena Blvd Revitalization and would our reserve be affected by this; she commented on how this is all going to be fixed by July 1st. She asked about the corrective action staff team and then asked about all future budgeted items.

City Attorney Vasquez stated that there is an internal investigation that is being conducted by the City Attorney's office that is currently ongoing by an outside agency; once we have the answers as to your question of "why did this happen", we will bring back the results.

Council Member Henderson thanked staff for the report and stated that everyone is going to feel a little heat on this one; he spoke about how he knows how are general fund can absorb these costs, but because there was a failure in execution, the chain of command is going to have to feel some of that; he then asked City Manager Osorio what are we going to do to train our administrative leadership since critical deadlines are being missed; that's your first sign; he stated we need to take some corrective action, it could have a potential impact on our general fund; he then asked if our grant funders have weighed in on this situation because we have been getting stellar audits up until this point and is this investigation going to determine why those policies and procedures were not followed.

Council Member Love stated that she agrees with her colleagues, this could have a severe impact on us, its not a good look when we are doing the grants; she then asked Director Beeman how he came up with the dollar amounts for the future budgets, she asked about Payroll Expenditures Finding #1 which she found disturbing, and how your pulling out and redirecting to the general fund; if we are not losing any money; will it be paid back the general fund.

Council Member Tanaka asked what we are doing to make sure this doesn't happen again; as you do all those things, is it going to get resolved; how does this affect us, he thanked the PUN Group and asked for confirmation if our policies are up to date.

Mayor Cerda stated we had the policies in place, and they were not being followed; if we are not covering it in our general fund, we would be losing some employees right now as well as some of these programs, I feel we need to micromanage from now on.

Director Beeman answered and addressed all of Council's questions.

City Manager Osorio explained the process of working with CDBG funds, and how we will re-allocate those funds. He also stated that he re-assigned all grant duties to Director Beeman. He then gave some information regarding the dates of the policies and procedures. He then stated he wants to make sure that everyone is absolutely clear and understands where we are tonight.

Sophia Kuo spoke and gave her recommendations.

There were no public speakers.

This Item was Received and Filed.

13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

13.A URGENCY ORDINANCE NO. 1850 – A Moratorium Prohibiting New Significant Tobacco Retailers from Establishing in the City

URGENCY ORDINANCE NO. 1850

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ESTABLISHING A TEMPORARY MORATORIUM ON SIGNIFICANT TOBACCO RETAILERS

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if there was anyone from the public wishing to speak on this item besides the four (4) speaker slips we received tonight. City Clerk Semenza added that we received two (2) additional emails that were given to all Council Members tonight and entered into the record.

Public Speakers: Melissa Loza, Tracy Saruwatari; Dr. Rachel Johnson and Emma Allos all spoke in support of the moratorium.

There was a discussion which included Mayor Pro Tem Francis, Mayor Cerda, and City Attorney Vasquez. Mayor Pro Tem Francis asked if this is approved tonight is 45 days enough time to implement regulations; Mayor Cerda asked if we end up getting buffer zones and density caps, and if it's too close to a treatment center, a school or a park would the business owner be put on notice or would the existing shops be grandfathered in.

City Attorney Vasquez answered all of Council's questions.

It was moved by Mayor Tem Francis, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Urgency Ordinance No. 1850

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

13.B Annual Housing Element Progress Report 2022, of the 6th Cycle 2021-2029 Housing Element

City Manager Osorio presented the Staff Report.

This Item was Received and Filed.

14. <u>DEPARTMENTAL ITEMS – ELECTED & CITY MANAGER'S OFFICE</u> – *None*

15. <u>DEPARTMENTAL ITEMS – POLICE</u> – *None*

16. <u>DEPARTMENTAL ITEMS – PUBLIC WORKS</u> – *None*

17. <u>DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES</u>

17.A Award the Parks and Recreation Master Plan Contract to RJM Design Group, Inc. in the amount of $273,970.

City Manager Osorio presented the Staff Report.

There was a discussion that included Council Members Henderson, Council Member Love, Mayor Pro Tem Francis, Mayor Cerda, Director of Recreation and Human Services Stephany Santin and Kristen, representative of the RJM Design Group.

Council Member Henderson asked about the evaluation committee how many and which positions were on this committee.

Council Member Love stated that she noticed that the City of Carson's plan was $53,000 less and asked is there a difference in what we are getting than Carson; she then asked about dog parks; when was the last time we did a master plan.

Mayor Pro Tem Francis asked about the master plan for Recreation Park; and commented there have been some improvements at Mas Fukai Park, how do they fit in the master plan; she then asked what do you mean when you said how children play now; is there a particular formula for the amount of park space; for example for every 1,000 residents does it say we need a park; wants to make sure we are adequately meeting the standards.

Mayor Cerda stated since the city has been incorporated, a Parks and Recreation Master Plan has never been done.

Director Santin answered and addressed Council's questions.

Kristen from RJM Design Group was present and answered all of Council's questions.

It was moved by Council Member Love, seconded by Council Member Henderson, and carried by the following roll call vote to Award Contract to RJM Design Group, Inc.:

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

18. DEPARTMENTAL ITEMS - TRANSPORTATION

18.A Approve Purchase and Installation of Upgraded Fuel Terminals and Software from E.J. Ward at a cost of $138,320.16

City Manager Osorio presented the Staff Report.

There was a discussion which included Council Member Henderson, Mayor Pro Tem Francis, City Manager Osorio and Director of Transportation Ernie Crespo. Council Member Henderson asked if there is a camera system that watches over the dispense of gas; is there a report that is being looked at to determine when the variance is high. Mayor Pro Tem Francis asked if there was another item that was similar to one that was just approved at an earlier council meeting. She then asked if this was for the software and hardware of our fuel terminals.

City Manager Osorio and Director Crespo and answered and addressed all of Council's questions.

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

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

19. COUNCIL ITEMS - *None*

20. COUNCIL DIRECTIVES

Council Member Love

1) Would like to see how many other businesses we might consider placing moratoriums on; can a data dump report be done to reflect those types of businesses? ***- Mayor Pro Tem Francis seconded it.***

2) Would like staff to draft a Vendor Ordinance for Council to consider; there are too many fruit vendors popping up ***– Mayor Pro Tem Francis seconded it.***

3) Would like to put this directive on the agenda for discussion; subject: to get an updated cost on the initial quote to upgrade the whole A/V system in the Council Chambers (adding hybrid); Council Member Henderson amended the directive to add "Can we get the camera that's not working repaired first and then get the updated cost" ***– Council Member Henderson seconded it.***

Council Member Henderson

1) Would like to amend our municipal code regarding the membership eligibility requirements of our Youth Commission; to have two requirements: 1) Age 14-18 years old; and 2) be a resident of Gardena ***– Mayor Pro Tem Francis seconded it.***

2) Would like IT to do a study on how we can make our website ADA compliant ***– Council Member Love seconded it.***

Mayor Pro Tem Francis

1) If we could have staff look into the number of businesses that are still operating outdoor dining ***– Council Member Henderson seconded it.***

21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

1) A Memo in response to Council Member Henderson's directive regarding establishing a historical society.

22. COUNCIL REMARKS

1) Council Member Henderson- Thanked staff for the information he received on establishing a historical society; Since the last meeting Council Member Henderson attended Los Angeles Business Federation Homeless Committee, was interviewed by Master students at Cal State Long Beach regarding the public policy about homelessness. Council Member Henderson stated, the students were excited to hear the City of Gardena has a homeless plan. Council Member Henderson participated as a judge for the Gardena Valley Lions Speaker's Competition, the topic discussed was "Does Social Media Bring us Together or Pull us Apart." Council Member Henderson had a meeting with ADAAP and a Los Angeles Business Federation Board of Directors meeting. He participated in the Environmental Justice Inter-Agency Summit with AQMD, LA Sanitation, EPA and a few other water agencies as well as community groups; discussed reducing the bureaucracy with all the different agencies. Council Member Henderson spoke about recognizing the students from Serra High School and the work the students accomplished; it was a great opportunity to witness their work; we should make sure we encourage our youth, this was a true testament to "You never know what you can do, until you try." Council Member Henderson also attended the Housing Policy Symposium at Claremont McKenna and stated the current State

Legislators and past State Legislators, were in attendance. Council Member Henderson said the discussion at Housing Policy Symposium was "passionate." Council Member Henderson attended Oncle cake shop ribbon cutting and met with Sci-Fi networks in regard to smart city initiatives. Council Member Henderson sworn in his older sister. Anna Tutt, as President for Consolidated Board of Realtists at their 74th anniversary. Lastly, Council Member Henderson thanked his colleagues and staff in petitioning to be an All America City; he mentioned the recognition of the City of Gardena and becoming a finalist. Council Member Henderson also met with a group of individuals regarding digital billboards.

2) Mayor Pro Tem Francis- Since the last meeting Mayor Pro Tem Francis attended a Beautification Commission meeting, Hands on Gardening Workshop presented by West Basin Municipal Water District and Beautification Commission talked about drought tolerant plants, the Oncle cake shop grand opening, the Koi Show and mentioned we have the largest Koi Show outside of Japan; she learned a lot; she also attended a virtual Townhall on Homelessness and the Housing Prices, Greater Los Angeles Vector Control District, and Girls Night. Mayor Pro Tem Francis stated that "I was really impressed with the girls there." Lastly. Mayor Pro Tem Francis mentioned by the next meeting we would have celebrated a holiday whether its Ramadan, Passover or Easter; she wished everyone a very happy and safe holiday season. She then stated that "Better days are coming".

3) Council Member Tanaka - Since the last meeting Council Member Tanaka attended South Bay Regional Communications Board meeting and stated, "the budget was improved," South Bay COG's 23rd General Assembly and stated, it was an all-day event; broke into panels that spoke about electric usage, climate changes, and drought. A panel of high school students were in attendance. Council Member Tanaka attended Oncle's grand opening and stated, "it was great." Lastly, Council Member Tanaka attended the Finance Committee meeting and the Kiwanis convention in Burbank.

4) Mayor Tasha Cerda- Since the last meeting Mayor Tasha Cerda briefly mentioned that she was one of the speakers at the Connect to Lead events which is a non-profit organization run by Jennifer Harris. Mayor Tasha Cerda stated she "gave tips and suggestions to those in attendance on being a better speaker." Mayor Tasha Cerda also attended a CCGA meeting, Sanitation meeting, the Lions VFW Speaking Essay Contest and stated the speakers "were very well spoken." Mayor Tasha Cerda attended the Koi Show, the Awards Banquet and presented the judges and organization with a certificate from the City of Gardena and stated, the organization said they appreciate how welcoming the city is and how great the staff is. Mayor Tasha Cerda attended the Youth Basketball Awards Presentation at the Nakaoka Community Center, the grand opening of Oncle cake shop and visited their two other businesses and she attended the Haas Neighborhood Watch meeting. Lastly, she attended the Finance Committee meeting.

5) Council Member Love- Since the last meeting Council Member Love attended West Basin Gardening Workshop which was sponsored by West Basin Water District and Gardena Beautification, the Koi Fish Competition and stated this is the longest running Koi Fish show in the United States; Council Member Love attended the grand opening of Oncle's cake shop, Biz Fed Governing Committee meeting. Council Member Love gave a shout out to Director Riggs on the "Let's Talk Trash" event with Waste Resources. Lastly Council Member Love wishes her youngest son a Happy Birthday.

23. ANNOUNCEMENT(S)

Mayor Cerda announced:

1) Book Party with Gardena Police Chief Mike Saffell happening Wednesday, March 29, 2023; 3:00pm at Mayme Dear Library.
2) Coffee with a Cop, Thursday, March 30, 2023, from 9:30am to 11:30am at Chick-fil-A on Redondo Beach Blvd and Crenshaw.
3) 2023 Mayor's State of the City, Thursday, March 30, 2023, at the Nakaoka Community Center: Meet, Greet & Eat 6:00 p.m. and Program 7:00 p.m.
4) Casino Night, Friday, March 31, 2023, from 5:30pm - 9:30pm at the Nakaoka Community Center.
5) Tacos & Taxes Community Resources Fair hosted by CA State Senator Steven Bradford, April 1, 2023, from 10:00 a.m. – 2:00 p.m., at the Nakaoka Community Center.
6) Introduction to Soccer for children TK thru K - Registration begin from March 6th until Sunday, April 2, 2023. They start meeting and playing on April 29 - June 10, 2023.
7) 2023 Youth Soccer & Futsal Registration Period Monday, March 13 - Monday, April 3, 2023. Leagues & Grades: Youth Soccer: 1st - 2nd Grade; Youth Futsal: 3rd - 4th Grade; Youth Futsal: 5th - 6th Grade. Games will be played on Saturdays beginning Saturday, April 19, 2023.
8) Spring Youth Camp, April 3 – April 7, 2023; Ages 5 to 12 and camp locations are Freeman Park and Johnson Park. For more information, please call City Hall or Parks and Recreation.
9) Teen Spring Camp - Registration begins Wednesday, March 1, 2023. Camp begins: Monday, April 3 - Friday, April 7, 2023, 9:00am - 5:00pm.
10) Gardena Town Hall Meeting on Fentanyl will be on Thursday, April 6, 2023, from 5:30pm - 7:30pm at the Nakaoka Community Center.
11) Spring Carnival, April 7-9, 2023: at Mas Fukai Park.
12) Easter Eggstravanganza, Saturday, April 8, 2023, from 8:30 a.m. – 11:30 a.m., at the Nakaoka Community Center.
13) Ministerial Meeting & Lunch, Thursday, July 13, 2023 from11:00a.m. to 1:00p.m. at the Nakaoka Community Center.
14) Chess Tournament, Saturday, April 15, 2023 from 9:00a.m. to 3:00p.m. at the Nakaoka Community Center.
15) Corteo, Cirque du Soleil, Thursday, April 20, 2023 at Microsoft Theatre, to register call (310) 217-9552 or visit City of Gardena.org/events.
16) Free Shredding Event, Saturday, April 29, 2023 from 8:00a.m. to 12:00p.m. at City Hall Complex
17) Cinco De Mayo Parade & Festivities, Saturday April 29, 2023, starts at 10:00a.m. and will end at Mas Fukai Park.
18) Lions Club International Diabetes Screening, Saturday, May 13, 2023 from 9:00a.m. to 1:00p.m. at the VFW Post 3261 in Gardena.
19) Healthy Pet Clinic, Saturday May 27, 2023 from 9:00a.m to 1:00p.m. at the Nakaoka Community Center.

24. REMEMBRANCES

Mr. Wayne Spencer, Chairman of the South Bay Workforce Investment Board for over 20 years. He will be greatly missed.

25. ADJOURNMENT

At 11:03 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, April 11, 2023.

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

APPROVED:

_____
Tasha Cerda, Mayor

By:_____
Becky Romero, Deputy City Clerk

Regular PEQC Meeting Notice and Agenda of the
Planning and Environmental Quality Commission
Tuesday, March 21, 2023

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, March 21, 2023, in the Council Chambers at 1700 W. 162nd Street, Gardena, California.

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

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

2. **ROLL CALL**
   Present: Vice Chair Stephen P. Langley; Commissioner Steve Sherman; Commissioner Jules Kanhan

   Absent: Chair Deryl Henderson

3. **PLEDGE OF ALLEGIANCE**
   Commissioner Kanhan lead the pledge of allegiance.

4. **APPROVAL OF MINUTES**

   4.A March 7, 2023 MEETING
   A motion was made by Commissioner Kanhan and seconded by Commissioner Sherman to approve the minutes of the meeting on March 7, 2023.

   The motion was passed by the following roll call vote:
   Ayes: Kanhan, Sherman, Langley
   Noes:

5. **ORAL COMMUNICATIONS**
   No members of the public wished to speak to the Planning Commission under oral communications.

6. **PUBLIC HEARING ITEMS**

   6.A **CONDITIONAL USE PERMIT #7-21 AND SITE PLAN REVIEW #9-21 ENVIRONMENTAL ASSESSMENT #18-21**
   A request of the following to construct a new 190,860 square foot industrial building on an 8.46-acre property:
   1. Conditional Use Permit (CUP #7-21) – To permit the operations of a warehouse facility in the General Industrial (M-2) zone in accordance with Section 18.46.030.C.18 of the Gardena Municipal Code; and
   2. Site Plan Review (SPR #9-21) – Demolition of all existing on-site buildings to construct a new 190,860 square foot tilt-up industrial building, with 22 dock doors, a new parking area, lighting, and landscaping site improvements; and

3. Environmental Assessment (EA #18-21 - Adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).

Project Location: 1600 W. 135th Street, Gardena
Applicant: Gardena Owner LP
Staff Report.pdf
Resolution No PC 4-23.pdf
Exhibit A - Final IS_MND dated March 2023.pdf
Exhibit B - Response to Comments dated February 2023.pdf
Exhibit C - Mitigation Monitoring and Reporting Program.pdf
Exhibit D - Architectual Plans.pdf
Exhibit E - Conditions of Approval.pdf
Exhibit F - Technical Memo Dated March 16, 2023.pdf

Senior Planner, Amanda Acuna, presented the staff report to the Planning Commission.

Vice Chair Langley opened the public hearing.

The applicant elaborated on the project and let the Planning Commission know he was open to answering any questions they had.

Commissioner Sherman inquired about the ownership type of Gardena Owner LP.

The applicant stated Gardena Owner LP is a joint ownership entity, specifically created, to own and develop the property.

Commissioner Kanhan wanted to confirm if the current entrance to the property is located at West 135th Street and if the proposed project will maintain that entrance.

The applicant responded that the current entrance is located at both West 135th and 139th Street but explained that the project no longer has an entrance along West 139th Street.

Alex Zamora stated he was a member of the Laborers' International Union of North America (LIUNA) and spoke in support of the project and the applicant.

Al Sanchez also voiced his support for the project.

Vice Chair Langley asked if the concerns on the mitigation measures from the Regional Water Control Water District were resolved.

The City's consultant, William Halligan with Harris and Associates who drafted the Mitigated Negative Declaration (MND), stated that the applicant and the Regional Water Quality Control Board came to a satisfactory mitigation measure .

Vice Chair Langley closed the public hearing.

MOTION: It was moved by Commissioner Kanhan, and seconded by Vice Chair Langley, to approve Resolution No. PC 4-23, approving Conditional Use Permit #7-21, Site Plan Review #9-21, and adopting the Mitigated Negative Declaration and Mitigation Monitoring Program.

The motion passed by the following roll call vote:
Ayes: Kanhan, Langley, Sherman
Noes:

7. OTHER BUSINESS

7.A GENERAL PLAN CONSISTENCY FOR THE ACQUISITION OF A 0.11 ACRE PARCEL LOCATED AT 1731 W. 162ND STREET

Staff Report.pdf
Resolution No. PC 5-23.pdf

Economic Development Manager, Jackie Choi, presented to the Planning Commission about this item.

Vice Chair Langley inquired if the property was located between the Public Works building and the Elk's Lodge; whether the City would continue to utilize the building or demolish and build a new structure; and what the current use of the building was.

Ms. Choi confirmed that the building was located between the Public Works building and the Elk's Lodge.

Community Development Director, Greg Tsujiuchi stated there were no plans at this moment for construction and that the proposal was just to acquire the property. Mr. Tsujiuchi then stated that the building was currently being used as a dental office, but that the dentist, Dr. Uyeda, had recently retired.

MOTION: It was moved by Commissioner Sherman, and seconded by Commissioner Kanhan to approve Resolution No. PC 5-23, approving the General Plan consistency for the acquisition of a 0.11-acre parcel located at 1731 W. 162nd St.

The motion passed by the following roll call vote:
Ayes: Sherman, Kanhan, Langley
Noes:

8. COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Mr. Tsujiuchi informed the Planning Commission of the following announcements:

- The South Bay Cities Council of Governments general assembly was taking place in the City of Carson from 9:00 P.M. to 3:00 P.M. on Thursday, March 23rd.

- The State of the City on Thursday, March 30th at 6:00 P.M. to be held inside the Nakaoka Center.

- The City's Annual Casino Night on Friday, March 31st at 7:00 P.M and all proceeds would be donated towards the City's senior programs.

- Recreation and Human Services announcement that the Gardena was a finalist for the All-American City.

9. **PLANNING & ENVIRONMENTAL QUALITY COMMISSIONERS' REPORTS**

There were no reports made by any of the Planning Commissioners in attendance.

10. **ADJOURNMENT**

Vice-Chair Langley adjourned the meeting at 7:48 P.M.

Respectfully submitted,

GREG TSUJIUCHI, SECRETARY
Planning and Environmental Quality Commission

Stephen P. Langley FOR

DERYL HENDERSON, CHAIR
Planning and Environmental Quality Commission

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: City Treasurer's Office

DATE: April 6, 2023

SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

April 11, 2023	TOTAL WARRANTS ISSUED:	$3,852,182.43

Wire Transfer:	12352-12365
Prepay:	171202-171204
Check Numbers:	171205-171356
Checks Voided:	

Total Pages of Register: 20

April 7, 2023	TOTAL PAYROLL ISSUED:	$1,819,949.60

for _____
Guy Mato, City Treasurer

cc: City Clerk

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12352	3/16/2023	111374 LINCOLN NATIONAL LIFE, INSURANCE COMPA	4523419291		LIFE INSURANCE GRP PLANS	3,569.68
					Total :	**3,569.68**
12353	3/22/2023	112326 LWP CLAIMS SOLUTIONS INC.	032023		WORKERS' COMP CLAIMS	26,947.49
					Total :	**26,947.49**
12354	3/22/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365995713708		HEALTH INSURANCE CLAIMS	6,326.96
					Total :	**6,326.96**
12355	3/22/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365999457556		HEALTH INSURANCE CLAIMS	8,584.90
					Total :	**8,584.90**
12356	3/22/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365990050412		TPA TRANSFER FEE	5,000.00
					Total :	**5,000.00**
12357	3/22/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365999954151		HEALTH INSURANCE CLAIMS	254.15
					Total :	**254.15**
12358	3/22/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365998676910		HEALTH INSURANCE CLAIMS	3,882.77
					Total :	**3,882.77**
12359	3/22/2023	112326 LWP CLAIMS SOLUTIONS INC.	032223		WORKERS' COMP CLAIMS	2,026.15
					Total :	**2,026.15**
12360	3/23/2023	112326 LWP CLAIMS SOLUTIONS INC.	032323		WORKERS' COMP CLAIMS	9,697.77
					Total :	**9,697.77**
12361	3/28/2023	112326 LWP CLAIMS SOLUTIONS INC.	032823		WORKERS' COMP CLAIMS	20,561.98
					Total :	**20,561.98**
12362	3/30/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	032923		HEALTH INSURANCE CLAIMS	13,908.90
					Total :	**13,908.90**
12363	3/30/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365990819922		HEALTH INSURANCE CLAIMS	15,332.73
					Total :	**15,332.73**
12364	3/31/2023	112326 LWP CLAIMS SOLUTIONS INC.	033123		WORKERS' COMP CLAIMS	22,597.18

Bank code : usb

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
12364	3/31/2023	112326	112326 LWP CLAIMS SOLUTIONS INC.	(Continued)		**Total :**	**22,597.18**
12365	4/3/2023	112326	LWP CLAIMS SOLUTIONS INC.	040323		WORKERS' COMP CLAIMS	8,134.27
						Total :	**8,134.27**
171202	3/30/2023	110385	KIMLEY-HORN AND ASSOCIATES, INC	24053121	032-00102	DEVELOPMENT SERVICES - NORMANI	14,433.16
						Total :	**14,433.16**
171203	3/30/2023	112468	CASTANEDA, MANUEL	3042002JM		FINAL SETTLEMENT	2,046.54
						Total :	**2,046.54**
171204	4/3/2023	103312	SOUTH COAST AIR QUALITY, MGMT DISTRICT	2023		RULE 2202 - AIR QUALITY INVESTMENT	44,284.98
						Total :	**44,284.98**
171205	4/11/2023	112477	ABELLERA, ADRIAN JOHN	02/27-03/06		TRAINING - REGIONAL CRIMINAL JUST	100.87
						Total :	**100.87**
171206	4/11/2023	101748	AFTERMARKET PARTS COMPANY LLC, THE	82961140	037-10167	GTRANS AUTO PARTS	3,081.37
				82966519	037-10167	GTRANS AUTO PARTS	215.39
				82967721	037-10167	GTRANS AUTO PARTS	1,328.63
				82968094	037-10167	GTRANS AUTO PARTS	1,723.01
				82970636	037-10167	GTRANS AUTO PARTS	2,314.25
				82970637	037-10167	GTRANS AUTO PARTS	12.36
				82972498	037-10167	GTRANS AUTO PARTS	131.20
				82972532	037-10167	GTRANS AUTO PARTS	322.28
						Total :	**9,128.49**
171207	4/11/2023	100925	AMERICAN MOVING PARTS	01A141348		GTRANS AUTO PARTS	1,572.14
				01A141350		GTRANS AUTO PARTS	1,572.14
				01A141360		GTRANS AUTO PARTS	1,370.46
				01A141925		GTRANS AUTO PARTS	1,114.99
				01A141927		GTRANS AUTO PARTS	1,798.16
						Total :	**7,427.89**
171208	4/11/2023	101628	AQUA-FLO SUPPLY	SI2073925		PARK MAINT SUPPLIES	16.96
						Total :	**16.96**
171209	4/11/2023	105293	ARC DOCUMENT SOLUTIONS, LLC	11397525		REPROGRAPHIC SERVICES - ARTESIA	57.33

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171209	4/11/2023	105293 ARC DOCUMENT SOLUTIONS, LLC	(Continued)			
			11400562		REPROGRAPHIC SERVICES - ARTESIA	307.43
			11405819		REPROGRAPHIC SERVICES - ARTESIA	16.16
			11421729		REPROGRAPHIC SERVICES - GARDEN	73.49
			12042511		REPROGRAPHIC SERVICES - VERMON	57.33
			12046187		REPROGRAPHIC SERVICES - HALLDAL	256.01
					Total :	**767.75**
171210	4/11/2023	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00911691		HAZARDOUS WASTE DISPOSAL SERVI	95.00
					Total :	**95.00**
171211	4/11/2023	104687 AT&T	19683097		TELEPHONE	34.04
			19683098		TELEPHONE	87.07
			19683112		TELEPHONE	34.04
			19683120		TELEPHONE	34.04
			19683121		TELEPHONE	89.34
					Total :	**278.53**
171212	4/11/2023	111170 AT&T FIRSTNET	287293416290X031023		PD CELL PHONE ACCT #287293416290	1,848.86
					Total :	**1,848.86**
171213	4/11/2023	110686 AZTECH ELEVATOR COMPANY	AZ17655	037-10136	ELEVATOR MAINTENANCE - GTRANS A	285.00
			AZ17656	037-10136	ELEVATOR MAINTENANCE - GTRANS M	83.33
					Total :	**368.33**
171214	4/11/2023	102035 BD WHITE TOP SOIL CO., INC.	88424		PARK MAINT SUPPLIES	30.59
					Total :	**30.59**
171215	4/11/2023	103641 BECNEL UNIFORMS	55599		BUS UNIFORM SUPPLIES	32.85
			55736		BUS UNIFORM SUPPLIES	43.80
					Total :	**76.65**
171216	4/11/2023	109037 BEEMAN, RAYMOND	03/15-03/17		EMPLOYMENT LAW CONFERENCE	827.02
					Total :	**827.02**
171217	4/11/2023	104669 BEERLING, NICK	OCT-DEC 22, FEB 23		EDUCATIONAL REIMBURSEMENT	1,323.00
					Total :	**1,323.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171218	4/11/2023	110921 BELL, RODERICK	AUG-DEC 2022		EDUCATIONAL REIMBURSEMENT	2,500.00
					Total :	**2,500.00**
171219	4/11/2023	107747 BENGAR PRODUCTIONS	6846		EMBROIDERY - REC STAFF SHIRTS	396.00
			6942		EMBROIDERY - REC POLO SHIRTS	300.00
			7052		PRINTING - CITY LOGO ON SHIRTS	355.00
			7090		EMBROIDERY - CITY SEAL ON SHIRTS	575.00
					Total :	**1,626.00**
171220	4/11/2023	111902 BPR CONSULTING GROUP LLC	573	032-00114	CONSULTING SERVICES - FEBRUARY 2	92,705.54
					Total :	**92,705.54**
171221	4/11/2023	110538 CANNON COMPANY	83745	024-00788	STORM DRAIN CATCH BASIN SCREEN	404.00
			83908	024-00927	ARTESIA BLVD. STREET IMPROVEMEN	102.50
			83946	024-00807	VERMONT AVE IMPROVEMENTS, JN 95	5,628.15
					Total :	**6,134.65**
171222	4/11/2023	823003 CARL WARREN & COMPANY	FEBRUARY 2023		CLAIMS MANAGEMENT	1,706.10
					Total :	**1,706.10**
171223	4/11/2023	112073 CAROLLO ENGINEERS, INC	FB34295	024-00828	SEWER MASTER PLAN PROJECT	70,356.00
					Total :	**70,356.00**
171224	4/11/2023	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	42951		LEGAL SERVICES	362.04
			42952		LEGAL SERVICES	1,691.32
			42953		LEGAL SERVICES	7,287.76
			42956		LEGAL SERVICES	2,668.21
			42957		LEGAL SERVICES	476.20
			42958		LEGAL SERVICES	87.18
			42960		LEGAL SERVICES	470.55
			42962		LEGAL SERVICES	147.91
					Total :	**13,191.17**
171225	4/11/2023	303331 CDTFA	DECEMBER 2022		UNDERGROUND STORAGE TANK MAIN	65.68
			FEBRUARY 2023		UNDERGROUND STORAGE TANK MAIN	98.00
					Total :	**163.68**
171226	4/11/2023	112462 CHAO, LOUISE T.	DECEMBER 2022		VOLUNTEER DRIVER	42.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171226	4/11/2023	112462 CHAO, LOUISE T.	(Continued)			
			FEBRAURY 2023		VOLUNTEER DRIVER	35.00
					Total :	**77.00**
171227	4/11/2023	111612 CHARTER COMMUNICATIONS	PERMIT #16606		PERMIT DEPOSIT REFUND - 14009 HAL	1,000.00
			PERMIT #16669		PERMIT DEPOSIT REFUND - 1741 W	1,000.00
					Total :	**2,000.00**
171228	4/11/2023	111534 CLEAN ENERGY	PJI00025361	037-10062	GTRANS FACILITY MODIFICATIONS	399,903.35
					Total :	**399,903.35**
171229	4/11/2023	102388 COPYLAND, INC.	81977	037-10175	GTRANS - 36X24" COLOR POSTER	102.58
					Total :	**102.58**
171230	4/11/2023	112471 CORTE, ANAHI	GEPCO 2023		GEPCO LOAN	2,000.00
					Total :	**2,000.00**
171231	4/11/2023	112467 CORTES, TANIA S BERNAL	CIT #399126806		REFUND - INTERCEPTED WRONG TAX	195.00
					Total :	**195.00**
171232	4/11/2023	112406 CORWIN, KATELYN	03/13-03/16.		FTA DRUG & ALCOHOL PROGRAM CON	8.83
					Total :	**8.83**
171233	4/11/2023	102791 CPAC, INC.	1296682		ADOBE PRO LICENSES	360.00
					Total :	**360.00**
171234	4/11/2023	105935 CRAFCO, INC.	9402890732		STREET MAINT SUPPLIES	145.47
					Total :	**145.47**
171235	4/11/2023	103353 CRM COMPANY, LLC.	LA22147		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	**69.50**
171236	4/11/2023	106193 CUMMINS SALES AND SERVICE	X4-35903		GTRANS AUTO PARTS	2,106.34
					Total :	**2,106.34**
171237	4/11/2023	104736 D&R OFFICE WORKS, INC.	0126548	035-01203	PD OFFICE FURNITURE	8,246.70
			0126718	035-01202	PD OFFICE FURNITURE	5,730.09

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171237	4/11/2023	104736 104736 D&R OFFICE WORKS, INC.	(Continued)		**Total :**	**13,976.79**
171238	4/11/2023	112457 DAVIS, SCOTT	PERMIT #50022-0394		PERMIT DEPOSIT REFUND - 15306 CH/	5,000.00
					Total :	**5,000.00**
171239	4/11/2023	312117 DEPARTMENT OF WATER & POWER	032723		LIGHT & POWER	95.74
					Total :	**95.74**
171240	4/11/2023	312187 DEPARTMENT OF WATER & POWER	GA203391		CABLE & POLE ATTACHMENT FEE - JAI	478.66
					Total :	**478.66**
171241	4/11/2023	106163 DOMINGUEZ, KEVIN	GEPCO 2023		GEPCO LOAN	2,000.00
					Total :	**2,000.00**
171242	4/11/2023	112475 DOZIER, LARRY	032923		REFUND - EVENT CANCELLED	448.00
					Total :	**448.00**
171243	4/11/2023	112475 DOZIER, LARRY	DECEMBER 2022		VOLUNTEER DRIVER	28.00
			FEBRUARY 2023		VOLUNTEER DRIVER	28.00
					Total :	**56.00**
171244	4/11/2023	112354 ECONOMIC & PLANNING SYSTEM, INC.	224038-4	032-00121	PROFESSIONAL SERVICES - HOUSING	6,990.00
					Total :	**6,990.00**
171245	4/11/2023	105418 EMPIRE CLEANING SUPPLY	S5596004	034-00551	CUSTODIAL SUPPLIES	4,928.19
			S5624368	034-00551	CUSTODIAL SUPPLIES	2,140.60
			S5624368.002	034-00551	CUSTODIAL SUPPLIES	523.57
			S5725801	034-00551	CUSTODIAL SUPPLIES	490.32
					Total :	**8,082.68**
171246	4/11/2023	112473 ENJOY KIMONO INC.	64249260794		REFUND - CREDIT CARD FEE	12.58
					Total :	**12.58**
171247	4/11/2023	105650 EWING IRRIGATION PRODUCTS	18925417		PARK MAINT SUPPLIES	31.60
			18931082		TREE PROGRAM SUPPLIES	373.46
			18982566		PARK MAINT SUPPLIES	268.46
					Total :	**673.52**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171248	4/11/2023	110320 EYEDEAL INTERIORS INC	CG300192		NCC LOBBY FLOOR REPLACEMENT	1,660.00
					Total :	**1,660.00**
171249	4/11/2023	106129 FEDEX	3-5129-4493		SHIPPING SERVICES	48.96
			3561601794		SHIPPING SERVICES	114.34
			3561628000		SHIPPING SERVICES	114.34
			4219918566		SHIPPING SERVICES	712.67
			4533106550		SHIPPING SERVICES	118.04
			4668279350		SHIPPING SERVICES	144.67
					Total :	**1,253.02**
171250	4/11/2023	106330 FIDELITY NATIONAL TITLE, INSURANCE COMI	00053833		AQUATIC CENTER PROJECT - PROPEF	1,000.00
			00053834		AQUATIC CENTER PROJECT - PROPEF	1,000.00
					Total :	**2,000.00**
171251	4/11/2023	109315 FLEETCREW, INC.	8945		UNIT #64 DURATHON SERVICE	866.40
					Total :	**866.40**
171252	4/11/2023	106465 FOX FIRST AID & SAFETY INC	69758		STREET MAINT SUPPLIES	41.90
			69841		STREET MAINT SUPPLIES	27.56
			69845		STREET MAINT SUPPLIES	22.05
					Total :	**91.51**
171253	4/11/2023	108183 GARDENA ACE HARDWARE	89677		HOME IMPROVEMENT PROGRAM	31.40
					Total :	**31.40**
171254	4/11/2023	107030 GARDENA AUTO PARTS	166131		PD AUTO PARTS	87.15
					Total :	**87.15**
171255	4/11/2023	107011 GARDENA VALLEY NEWS, INC.	00128807		NOTICE OF PUBLIC HEARING - JN 978-	182.00
					Total :	**182.00**
171256	4/11/2023	619005 GAS COMPANY, THE	040323		GAS	9,600.59
					Total :	**9,600.59**
171257	4/11/2023	106470 GILLIG LLC	40988187		GTRANS AUTO PARTS	314.88
			41017151	037-10174	GTRANS AUTO PARTS	46.18
			41019852	037-10174	GTRANS AUTO PARTS	17.54

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171257	4/11/2023	106470 106470 GILLIG LLC	(Continued)		**Total :**	**378.60**
171258	4/11/2023	110257 GLEOW LLC	404	037-10132	EXECUTIVE COACHING - GTRANS	1,050.00
					Total :	**1,050.00**
171259	4/11/2023	619004 GOLDEN STATE WATER CO.	032323		WATER	8,743.75
					Total :	**8,743.75**
171260	4/11/2023	112380 GOLDFARB & LIPMAN LLP	462492	032-00128	AFFORDABLE HOUSING SERVICES	511.00
					Total :	**511.00**
171261	4/11/2023	110395 GOLDMAN, RODERICK	03/06-03/07		PRE-PRODUCTION BUS MEETING - ME	268.18
					Total :	**268.18**
171262	4/11/2023	107850 GOVERNMENT FINANCE OFFICERS, ASSOCI/	2352003 2023		MEMBERSHIP DUES - CITY OF GARDEI	595.00
					Total :	**595.00**
171263	4/11/2023	107513 GRAINGER	9650911812		BUS FACILITY SUPPLIES	24.00
			9653328584		BUS FACILITY SUPPLIES	14.66
			9653328592		BUS FACILITY SUPPLIES	59.67
			9653328600		BUS FACILITY SUPPLIES	36.92
			9653328618		BUS FACILITY SUPPLIES	89.36
			9653328626		BUS FACILITY SUPPLIES	36.70
					Total :	**261.31**
171264	4/11/2023	108765 HENDERSON, MARK E.	03/10-03/11		EXED FORUM LOCAL LEADERS	40.00
					Total :	**40.00**
171265	4/11/2023	112076 HERNANDEZ, ROSA	007		INTERN SERVICES - 03/20-03/29/23	1,291.50
					Total :	**1,291.50**
171266	4/11/2023	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	SIN026592	023-01410	CONTRACT SERVICES - TRANSACTION	2,238.56
					Total :	**2,238.56**
171267	4/11/2023	108434 HOME DEPOT CREDIT SERVICES	0310196		HOME IMPROVEMENT PROGRAM	56.59
			0321258		HOME IMPROVEMENT PROGRAM	107.66
			0531151		BLDG MAINT SUPPLIES	48.82
			0702320		HOME IMPROVEMENT PROGRAM	120.17

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171267	4/11/2023	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			1902799		CUSTODIAL SUPPLIES	7.67
			3530939		BLDG MAINT SUPPLIES	353.65
			4251478		BLDG MAINT SUPPLIES	189.49
			4315001		HOME IMPROVEMENT PROGRAM	57.57
			6050555		GTRANS MAINT SUPPLIES	100.65
			6331428		HOME IMPROVEMENT PROGRAM	39.84
			7051055		GTRANS MAINT SUPPLIES	96.27
			7353655		HOME IMPROVEMENT PROGRAM	29.24
			9361276		HOME IMPROVEMENT PROGRAM	94.42
			9462031		CUSTODIAL SUPPLIES	10.34
					Total :	**1,312.38**
171268	4/11/2023	108430 HOME PIPE & SUPPLY	F43000		BLDG MAINT SUPPLIES	12.52
			F43005		BLDG MAINT SUPPLIES	39.42
			F43021		BLDG MAINT SUPPLIES	76.07
					Total :	**128.01**
171269	4/11/2023	110866 JA SALAZAR CONSTRUCTION	PERMIT #17650		PERMIT DEPOSIT REFUND - 14220 S W	3,000.00
					Total :	**3,000.00**
171270	4/11/2023	108555 JALISCO TIRE & AUTO REPAIR	031123		(3) TIRES MOUNT & BALANCE	60.00
			032023		(4) TIRES MOUNT & BALANCE	80.00
			03232023		FLAT REPAIR	15.00
			032323		FLAT REPAIR	15.00
			032423		FLAT REPAIR	15.00
			03282023		(4) TIRES MOUNT & BALANCE	80.00
			032823		(4) TIRES MOUNT & BALANCE	80.00
			32323		(7) TIRES MOUNT & BALANCE, (2) FLAT	170.00
					Total :	**515.00**
171271	4/11/2023	109861 JONES, UNEICE	GEPCO 2023		GEPCO LOAN	2,000.00
					Total :	**2,000.00**
171272	4/11/2023	211429 KEMP, TAMARA	FEB-MAR 2023		DANCE INSTRUCTOR	2,115.00
					Total :	**2,115.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171273	4/11/2023	110385 KIMLEY-HORN AND ASSOCIATES, INC	24255434	032-00102	DEVELOPMENT SERVICES - NORMANI	14,434.80
					Total :	**14,434.80**
171274	4/11/2023	111260 KJOS, BARBARA JEAN	MARCH 2023		GARDENA FAMILY CHILD CARE PROGF	1,240.00
					Total :	**1,240.00**
171275	4/11/2023	110848 KREUZER CONSULTING GROUP	23-023	024-00826	CONSULTING SERVICES - BUDLONG &	1,652.50
					Total :	**1,652.50**
171276	4/11/2023	312039 L.A. COUNTY FIRE DEPARTMENT	C0011109	023-01387	FIRE PROTECTION SERVICES - MAY 2(	835,589.51
					Total :	**835,589.51**
171277	4/11/2023	112014 LAKESHORE LEARNING MATERIALS	553283032723	331-00064	FCC PROGRAM SUPPLIES	16.53
					Total :	**16.53**
171278	4/11/2023	112615 LU'S LIGHTHOUSE, INC.	01238684	037-10148	GTRANS SHOP SUPPLIES	73.97
					Total :	**73.97**
171279	4/11/2023	112326 LWP CLAIMS SOLUTIONS INC.	21390	023-01421	WORKERS' COMP CLAIMS ADMINISTRA	20,666.00
					Total :	**20,666.00**
171280	4/11/2023	105082 MAJESTIC LIGHTING, INC.	ML85063		BLDG MAINT SUPPLIES	354.01
			ML85121		BLDG MAINT SUPPLIES	171.77
			ML85146		BLDG MAINT SUPPLIES	87.98
					Total :	**613.76**
171281	4/11/2023	113036 MANERI SIGN CO., INC.	40013512		SIGN - 42"X9" "BUDLONG AV 12900"	209.48
			40013513		SIGN - 18"X24" "MON AND THURS 6AM	1,641.84
			40013723		STREET SIGNS	285.24
					Total :	**2,136.56**
171282	4/11/2023	813030 MANNING & KASS	765047		LEGAL SERVICES	980.00
			767555		LEGAL SERVICES	1,496.00
					Total :	**2,476.00**
171283	4/11/2023	113064 MCMASTER-CARR SUPPLY COMPANY	94280625		BLDG MAINT SUPPLIES	445.91
					Total :	**445.91**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171284	4/11/2023	112466 MEZA, JOSE	CIT #244124588/690		REFUND - INTERCEPTED WRONG TAX	381.36
					Total :	**381.36**
171285	4/11/2023	110206 MICHELIN NORTH AMERICA, INC.	DA0054039454	037-10172	GTRANS' BUS TIRE LEASE SERVICES -	6,181.58
			DA0054231269	037-10172	GTRANS' BUS TIRE LEASE SERVICES -	8,415.96
					Total :	**14,597.54**
171286	4/11/2023	103093 MOBILE RELAY ASSOCIATES, INC.	80020089	037-10179	GTRANS BUS RADIO SYSTEM RENTAL	12,154.53
			80020090	037-10179	GTRANS BUS RADIO SYSTEM RENTAL	298.68
					Total :	**12,453.21**
171287	4/11/2023	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	656797		PROPANE GAS	1,134.75
					Total :	**1,134.75**
171288	4/11/2023	112474 NGUYEN, LINH	BL #40057		REFUND - BUSINESS CLOSED	150.00
					Total :	**150.00**
171289	4/11/2023	111370 NV5 INC.	320456	024-00911	CONSULTING SERVICES - ARTESIA LAI	250.00
					Total :	**250.00**
171290	4/11/2023	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	78136909		PHYSICAL RECERTIFICATION	205.00
			78495750		PHYSICAL RECERTIFICATION	111.00
			78569991		VARIOUS TESTS	1,114.50
					Total :	**1,430.50**
171291	4/11/2023	115168 OFFICE DEPOT	282880049		HR OFFICE SUPPLIES	55.33
			300604259		BUS OFFICE SUPPLIES	42.10
			300799392		CM OFFICE SUPPLIES	24.78
			300946405		PD OFFICE SUPPLIES	22.04
			300946409		PD OFFICE SUPPLIES	24.77
			301561642		BUS OFFICE SUPPLIES	57.36
					Total :	**226.38**
171292	4/11/2023	111358 O'REILLY AUTO PARTS	306453		PW AUTO PARTS	20.98
			309592		PW AUTO PARTS	265.13
			310189		SEWER PROGRAM SUPPLIES	148.48
			310218		PW AUTO PARTS	16.84
			311737		SEWER PROGRAM SUPPLIES	65.91

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171292	4/11/2023	111358 O'REILLY AUTO PARTS	(Continued)			
			311937		PW AUTO PARTS	164.46
			312189		PW AUTO PARTS	148.87
			312333		PW AUTO PARTS	29.16
			313331		PW AUTO PARTS	165.36
			313333		PW AUTO PARTS	-80.61
				G		
				G		
			313393		PW AUTO PARTS	158.46
			313614		GTRANS AUTO PARTS	272.86
			313933		PW AUTO PARTS	15.31
			AUG,OCT,DEC22/JAN-FE		EB CREDITS	-56.49
					Total :	**1,334.72**
171293	4/11/2023	115810 ORKIN PEST CONTROL	239759186		PEST CONTROL - ACCT #27336703	261.00
			241270311		PEST CONTROL - ACCT #27336703	283.99
			241270312		PEST CONTROL - ACCT #27336703	283.99
					Total :	**828.98**
171294	4/11/2023	108977 PAPE MATERIAL HANDLING, INC	8928291		PW AUTO PARTS	69.80
			8928297		PW AUTO PARTS	109.09
					Total :	**178.89**
171295	4/11/2023	110403 PENN RECORDS MANAGEMENT	0135220		OFF-SITE STORAGE SERVICES - MARC	58.00
					Total :	**58.00**
171296	4/11/2023	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	03/16-03/27/23		GYMNASTICS INSTRUCTOR SERVICES	7,272.00
					Total :	**7,272.00**
171297	4/11/2023	116140 PETE'S ROAD SERVICE, INC.	0657437		SERVICE CALL - PW YARD	1,241.76
					Total :	**1,241.76**
171298	4/11/2023	112470 PHILLIPS, BARBARA	50712976		REFUND - CASINO NIGHT TICKETS	50.00
					Total :	**50.00**
171299	4/11/2023	108600 PHOENIX GROUP INFORMATION, SYSTEMS	012023211	035-01175	PARKING CONTRACT SERVICES - JANI	13,332.88
					Total :	**13,332.88**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171300	4/11/2023	105574 PINNACLE PETROLEUM, INC.	0304161	037-10173	87 OCTANE REGULAR UNLEADED CAR	35,094.16
			0304162	037-10173	87 OCTANE REGULAR UNLEADED CAR	35,038.85
					Total :	**70,133.01**
171301	4/11/2023	112476 PODS ENTERPRISES, LLC	004415302		CDD REMODEL PROJECT	299.97
					Total :	**299.97**
171302	4/11/2023	102677 PROVIDENCE HEALTH & SERVICES	600000283 03/05/23		PRE-EMPLOYMENT PHYSICAL EXAM, \	451.00
					Total :	**451.00**
171303	4/11/2023	106092 PRUDENTIAL OVERALL SUPPLY	42816606		UNIFORM & SUPPLY RENTAL	346.11
			42816873		CUSTODIAL SUPPLIES	1,485.03
			42816874		UNIFORM & SUPPLY RENTAL	139.33
			42816875		UNIFORM & SUPPLY RENTAL	41.30
			42816876		SUPPLY RENTAL - MATS - GTRANS	50.10
			42816877		SUPPLY RENTAL - MATS - NCC	13.65
			42816878		SUPPLY RENTAL - MATS - CH	19.00
			42816879		SUPPLY RENTAL - MATS - PD	91.60
			42816880		SUPPLY RENTAL - MATS - HS	11.60
			42818591		UNIFORM & SUPPLY RENTAL	349.51
			42818984		UNIFORM & SUPPLY RENTAL	140.41
			42818985		UNIFORM & SUPPLY RENTAL	41.46
			42818986		SUPPLY RENTAL - MATS - GTRANS	50.10
			42820562		UNIFORM & SUPPLY RENTAL	349.51
					Total :	**3,128.71**
171304	4/11/2023	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	526194		CID DEBRIEFING - PD	385.00
					Total :	**385.00**
171305	4/11/2023	104868 PYRO-COMM SYSTEMS, INC.	192903-1	037-10210	FIRE ALARM MONITORING - BLDG A	225.00
			192904-1	037-10210	FIRE ALARM MONITORING - BLDG B	225.00
			192905-1	037-10210	FIRE ALARM MONITORING - BLDG C	225.00
			193238	037-10210	SECURITY ALARM MONITORING - BLD(	195.00
			196352-1	037-10210	ANNUAL FIRE ALARM TESTING - BLDG	1,085.00
			196353-1	037-10210	ANNUAL FIRE ALARM TESTING - BLDG	600.00
			196354-1	037-10210	ANNUAL FIRE ALARM TESTING - BLDG	600.00
					Total :	**3,155.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171306	4/11/2023	102283 QUICK COLOR PRINTING	15953		YOUTH SPORTS SIGNS	551.25
			15969		PRINITNG - CITY LOGO	468.56
					Total :	**1,019.81**
171307	4/11/2023	103907 QUINN COMPANY	WO810247809		PW AUTO PARTS	799.24
					Total :	**799.24**
171308	4/11/2023	111574 RACE COMMUNICATIONS	RC870252	023-01405	FIBER INTERNET SERVICES - APRIL 20	5,653.89
					Total :	**5,653.89**
171309	4/11/2023	100147 RCI IMAGE SYSTEMS	77230		PREP & SCANNING - BUILDING PLANS	953.21
			77231		PREP & SCANNING - BUILDING PLANS	993.93
			77233		PREP & SCANNING - BUILDING PLANS	970.89
			77234		PREP & SCANNING - BUILDING PLANS	1,010.06
			77237		PREP & SCANNING - BUILDING PLANS	825.87
			77238		PREP & SCANNING - BUILDING PLANS	814.32
					Total :	**5,568.28**
171310	4/11/2023	100836 RESOURCE BUILDING MATERIALS	3550804		STREET MAINT SUPPLIES	117.75
			3551724		PARK MAINT SUPPLIES	263.94
			383133		PARK MAINT SUPPLIES	-263.94
					Total :	**117.75**
171311	4/11/2023	108739 REVENUE & COST SPECIALISTS, LLC	9111	023-01431	USER FEE STUDY & CAP	7,437.50
					Total :	**7,437.50**
171312	4/11/2023	118476 RICOH USA, INC.	300878951		PD OFFICE SUPPLIES	468.17
			5067003144		RICOH SP8200DN COPIER USAGE CHA	2,049.15
			9031663013		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9031663018		RICOH MPC3503 COPIER LEASE - CM	246.46
			9031663019		RICOH MPC3503 COPIER LEASE - CLEI	175.70
			9031663021		RICOH MPC6502SP COPIER LEASE - PI	812.95
			9031663022		RICOH MPC3503 COPIER LEASE - CD~	236.10
			9031674507		RICOH MPC3503 COPIER LEASE - PW~	165.00
			9031674510		RICOH MPC3503 COPIER LEASE & USA	699.42
			9031674565		RICOH MPC3503 COPIER LEASE - REC	187.53
			9031674675		RICOH MPC3503 COPIER LEASE - ADM	640.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171312	4/11/2023	118476 RICOH USA, INC.	(Continued)			
			9031674808		RICOH MPC3503 COPIER LEASE - SR. I	871.78
			9031674822		RICOH MPC6003 COPIER LEASE & USA	2,122.00
			9031674841		RICOH MPC3503 COPIER LEASE - HS~	1,413.68
					Total :	**10,548.42**
171313	4/11/2023	111867 RJM DESIGN GROUP	35574	024-00795	DESIGN & ENGINEERING - AQUATIC &	1,712.70
					Total :	**1,712.70**
171314	4/11/2023	100585 RKA CONSULTING GROUP	33307		ENGINEERING & SURVEYING SERVICE	70.00
			33308		ENGINEERING & SURVEYING SERVICE	140.00
					Total :	**210.00**
171315	4/11/2023	112463 ROMERO, MATTHEW J.	FEBRUARY 2023		VOLUNTEER DRIVER	14.00
					Total :	**14.00**
171316	4/11/2023	110205 ROSS & BARUZZINI, INC.	54201	037-09885	CONSULTING SERVICES FOR SCHEDU	887.35
			54202	037-09901	CONSULTING SERVICES FOR MACRO	5,483.89
			54777	037-09885	CONSULTING SERVICES FOR SCHEDU	1,774.70
			54779	037-09901	CONSULTING SERVICES FOR MACRO	2,537.82
					Total :	**10,683.76**
171317	4/11/2023	105685 SCHNUR, DIANA	03/14-03/17		EMPLOYMENT LAW CONFERENCE	1,163.94
					Total :	**1,163.94**
171318	4/11/2023	108654 SECTRAN SECURITY INC.	23022303		ARMORED TRANSPORTATION SERVICI	1,740.31
					Total :	**1,740.31**
171319	4/11/2023	107736 SEQUEL CONTRACTORS, INC.	944 #2	024-00912	170TH ST ST IMPROVEMENT, JN944	452,936.35
			985 #1	024-00924	BUDLONG AVE/HALLDALE AVE ST IMPI	222,642.00
					Total :	**675,578.35**
171320	4/11/2023	107006 SHAMROCK COMPANIES	2669494		STREET MAINT SUPPLIES	400.53
					Total :	**400.53**
171321	4/11/2023	110731 SHAW HR CONSULTING, INC	007007		PROFESSIONAL SERVICES	150.00
			007300		PROFESSIONAL SERVICES	1,242.50
			007302		PROFESSIONAL SERVICES	1,960.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171321	4/11/2023	110731 110731 SHAW HR CONSULTING, INC	(Continued)		**Total :**	**3,352.50**
171322	4/11/2023	119233 SHERWIN-WILLIAMS CO.	0467-3		STREET MAINT SUPPLIES	70.22
					Total :	**70.22**
171323	4/11/2023	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8093088	035-01176	2016 FORD INTRCPTR #1488054 SERVI	2,834.46
			8093589	035-01176	2017 FORD INTRCPTR #1368929 SERVI	506.08
			8093623	035-01176	2018 FORD INTRCPTR #1554895 SERVI	684.48
			8093683	035-01176	2018 FORD INTRCPTR #1554880 DIAGN	74.39
			8093699	035-01176	2016 FORD FUSION #1500850 OIL & FIL	55.58
			8093716	035-01176	2017 FORD INTRCPTR #1488142 SERVI	373.99
			8093757	035-01176	2018 FORD INTRCPTR #1554676 SERVI	677.75
			8093901	035-01176	2002 FORD E-350 #1147695 SERVICE &	597.20
			8094014	035-01176	2011 FORD CROWN VICTORIA #137657	777.99
			8094110	035-01176	2017 FORD INTRCPTR #1368929 SERVI	694.23
			8094137	035-01176	2018 FORD INTRCPTR #1554678 SERVI	654.19
			8094197	035-01176	2019 FORD INTRCPTR #1576878 SERVI	575.65
			8094208	035-01176	2022 FORD INTRCPTR SERVICE & REP	289.30
					Total :	**8,795.29**
171324	4/11/2023	119378 SMARDAN SUPPLY CO.	S3937211		BLDG MAINT SUPPLIES	294.09
			S3937240		BLDG MAINT SUPPLIES	67.38
			S3937257		BLDG MAINT SUPPLIES	491.84
					Total :	**853.31**
171325	4/11/2023	110343 SMARTCOVER SYSTEMS	24915		STREET MAINT SUPPLIES	296.57
					Total :	**296.57**
171326	4/11/2023	119129 SNAP-ON INDUSTRIAL	ARV/56174957		BUS MAINT SUPPLIES	814.88
			ARV/56190277		BUS MAINT SUPPLIES	157.81
			ARV/56194893		BUS MAINT SUPPLIES	830.31
			ARV/56201712		BUS MAINT SUPPLIES	19.91
			ARV/56231440		BUS MAINT SUPPLIES	27.12
					Total :	**1,850.03**
171327	4/11/2023	112458 SO CAL BUILDERS & DESIGN INC.	PERMIT #50022-0057		PERMIT DEPOSIT REFUND - 15620 GR/	5,000.00
					Total :	**5,000.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171328	4/11/2023	619003 SOUTHERN CALIFORNIA EDISON	033023		LIGHT & POWER	18,192.53
					Total :	**18,192.53**
171329	4/11/2023	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	180544		BUS AUTOMOTIVE FLUIDS	1,437.61
			180613		BUS AUTOMOTIVE FLUIDS	2,132.35
					Total :	**3,569.96**
171330	4/11/2023	108238 SPARKLETTS	15638236 032423		DRINKING WATER FILTRATION SYSTEM	43.00
					Total :	**43.00**
171331	4/11/2023	119548 ST. JOHN LUTHERAN CHURCH	APRIL 2023		SENIOR CITIZENS DAY CARE	750.00
					Total :	**750.00**
171332	4/11/2023	119594 STANLEY PEST CONTROL	COG 0323		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0323-1		PEST CONTROL SERVICE -2320 W 149	117.00
					Total :	**771.00**
171333	4/11/2023	303323 STATE CONTROLLER'S OFFICE	FAUD-00003631	023-01389	ANNUAL STREET REPORT FY 21/22	4,000.00
					Total :	**4,000.00**
171334	4/11/2023	109877 STATEWIDE TRAFFIC SAFETY, AND SIGNS IN	02031471		SIGNS/SIGNALS SUPPLIES	1,927.87
					Total :	**1,927.87**
171335	4/11/2023	100609 TANK SPECIALISTS OF CALIFORNIA	32483		CERTIFIED DESIGNATED OPERATOR S	198.00
			32535		CERTIFIED DESIGNATED OPERATOR S	198.00
					Total :	**396.00**
171336	4/11/2023	107928 TELECOM LAW FIRM, P.C.	14638	032-00131	PROFESSIONAL SERVICES - EFR #3-23	2,598.00
					Total :	**2,598.00**
171337	4/11/2023	110238 TIREHUB, LLC	33530120		TIRES - GY EAGLE ENFORCER BW 108	139.05
			33530181		TIRES - GY EAGLE RS 103V	1,353.19
					Total :	**1,492.24**
171338	4/11/2023	109775 TOMS TRUCK CENTER NORTH COUNTY	1297817	037-10177	GTRANS AUTO PARTS	1,600.90
					Total :	**1,600.90**
171339	4/11/2023	106018 TRANE U.S. INC.	14105756		BUS FACILITY MAINT SUPPLIES	1,497.06

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171339	4/11/2023	106018 106018 TRANE U.S. INC.	(Continued)		**Total :**	**1,497.06**
171340	4/11/2023	110851 TRAPEZE SOFTWARE GROUP, INC.	TSMAU220795	037-10223	GTRANS SCHEDULING & OPERATIONS	4,177.00
			TSMAU220852	037-09887	GTRANS SCHEDULING & OPERATIONS	17,128.00
			TSMAU220853	037-09887	GTRANS SCHEDULING & OPERATIONS	3,364.00
			TSMAU220854	037-09887	GTRANS SCHEDULING & OPERATIONS	2,001.00
			TSMAU220855	037-09887	GTRANS SCHEDULING & OPERATIONS	1,050.00
			TSMAU220896	037-09887	GTRANS SCHEDULING & OPERATIONS	1,677.00
					Total :	**29,397.00**
171341	4/11/2023	111481 TRIO COMMUNITY MEALS, LLC	INV2230025999	034-00544	SENIOR FEEDING PROGRAM	5,661.48
			INV2230026240	034-00544	SENIOR FEEDING PROGRAM	5,420.41
					Total :	**11,081.89**
171342	4/11/2023	120730 TYMCO, INC.	272312	024-00880	2023 TYMCO 600 SWEEPER	443,177.44
					Total :	**443,177.44**
171343	4/11/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	16.79
			CRESPO 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	3,546.50
			FCC 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	2,285.10
			KWAK 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	56.10
			OROZCO 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	1,879.23
			RECREATION 02/22/23		CAL CARD STATEMENT 01/24-02/22/23	6,746.38
			RIGG 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	477.29
			SWEENEY 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	340.00
			TSUJIUCHI 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	580.06
					Total :	**15,927.45**
171344	4/11/2023	109220 U.S. BANK EQUIPMENT FINANCE	497846188		RICOH MPC4503 COPIER LEASE -CD	151.70
					Total :	**151.70**
171345	4/11/2023	110586 VARGAS, FLAVIO	03/06-03/07		PRE-PRODUCTION BUS MEETING - PE	50.00
					Total :	**50.00**
171346	4/11/2023	105316 VECTOR RESOURCES, INC.	95684	023-01441	NCC AUDIO SYSTEM REPAIR	2,000.00
					Total :	**2,000.00**
171347	4/11/2023	119001 VENCO WESTERN, INC	32063	024-00904	DROUGHT TOLERANT LANDSCAPE PR	46,279.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171347	4/11/2023	119001 119001 VENCO WESTERN, INC	(Continued)		**Total :**	**46,279.00**
171348	4/11/2023	122050 VERIZON WIRELESS	9929790235		PW CELL PHONE SERVICE	956.04
					Total :	**956.04**
171349	4/11/2023	111719 WALLACE & ASSOCIATES, CONSULTING, INC	W801061	037-10212	DISPATCH REMODELING PROJECT, JN	2,757.00
					Total :	**2,757.00**
171350	4/11/2023	108353 WALTERS WHOLESALE ELECTRIC CO	S122504230.002		SIGNS/SIGNALS SUPPLIES	156.84
			S122641047		BLDG MAINT SUPPLIES	185.89
			S122657653.002		BLDG MAINT SUPPLIES	874.97
			S122663939		BLDG MAINT SUPPLIES	42.93
					Total :	**1,260.63**
171351	4/11/2023	101195 WASTE RESOURCES GARDENA	032123		RETURN OF PERFORMANCE DEPOSIT	600,000.00
					Total :	**600,000.00**
171352	4/11/2023	101903 WATER TECHNIQUES	1989		DRINKING WATER SYSTEM RENTAL	45.00
			2794		DRINKING WATER SYSTEM RENTAL	45.00
			3178		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	**135.00**
171353	4/11/2023	100107 WAYNE ELECTRIC CO.	209081		GTRANS AUTO PARTS	296.90
			209104		GTRANS AUTO PARTS	722.62
					Total :	**1,019.52**
171354	4/11/2023	125001 YAMADA COMPANY, INC.	82863		TREE MAINT SUPPLIES	140.63
			82864		TREE MAINT SUPPLIES	30.55
			82879		TREE PROGRAM SUPPLIES	332.47
					Total :	**503.65**
171355	4/11/2023	126122 ZEP SALES & SERVICE	9008324821		BUS SHOP SUPPLIES	905.09
					Total :	**905.09**
171356	4/11/2023	104934 ZUMAR INDUSTRIES, INC.	99072		GTRANS BUS SIGNAGE	276.74
			99116		SIGNS/SIGNALS SUPPLIES	1,515.03
					Total :	**1,791.77**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169	Vouchers for bank code :	usb			Bank total :	3,852,182.43
169	Vouchers in this report				Total vouchers :	3,852,182.43

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 20 inclusive of the check register are accurate and funds are available for payment thereof.

By: _____

Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 20 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____

_____ 04/11/2023

Mayor Date

_____ _____

Councilmember Date

_____ _____

Councilmember Date

Acknowledged:

_____ _____

Councilmember Date

_____ _____

Councilmember Date

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: City Treasurer's Office

DATE: April 20, 2023

SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

April 25, 2023	TOTAL WARRANTS ISSUED:	$3,656,653.51

Wire Transfer: 12366-12380
Prepay:
Check Numbers: 171357-171563
Checks Voided:

Total Pages of Register: 25

April 21, 2023	TOTAL PAYROLL ISSUED:	$2,176,341.35

for Guy Mato, City Treasurer

cc: City Clerk

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12366	4/5/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	FEBRUARY 2023		HEALTH & LIFE INSURANCE, SERVICE	116,278.57
					Total :	**116,278.57**
12367	4/5/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	MARCH 2023		HEALTH & LIFE INSURANCE, SERVICE	116,278.57
					Total :	**116,278.57**
12368	4/6/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365994839727		HEALTH INSURANCE CLAIMS	14,048.63
					Total :	**14,048.63**
12369	4/6/2023	112326 LWP CLAIMS SOLUTIONS INC.	040623		WORKERS' COMP CLAIMS	21,412.48
					Total :	**21,412.48**
12370	4/6/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	040623		HEALTH INSURANCE CLAIMS	1,004.60
					Total :	**1,004.60**
12371	4/6/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	APRIL 2023		HEALTH & LIFE INSURANCE, SERVICE	115,902.86
					Total :	**115,902.86**
12372	4/7/2023	111016 KAISER FOUNDATION HEALTH PLAN	APRIL 2023		HEALTH INSURANCE	387,717.48
					Total :	**387,717.48**
12373	4/7/2023	419630 U.S. BANK	2253104		LEASE REVENUE BONDS, SERIES 202	689,000.00
					Total :	**689,000.00**
12374	4/7/2023	419630 U.S. BANK	2255173		TAXABLE LEASE REVENUE REFUNDIN	284,183.08
					Total :	**284,183.08**
12375	4/18/2023	111374 LINCOLN NATIONAL LIFE, INSURANCE COMPA	4535480879		LIFE INSURANCE GRP PLANS	3,375.82
					Total :	**3,375.82**
12376	4/12/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	041223		HEALTH INSURANCE CLAIMS	2,987.93
					Total :	**2,987.93**
12377	4/12/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365997156752		HEALTH INSURANCE CLAIMS	6,351.57
					Total :	**6,351.57**
12378	4/14/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4774		HEALTH INSURANCE CLAIMS~	284.46

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12378	4/14/2023	111894 111894 HEALTHNOW ADMINISTRATIVE, SERVICE (Continued)			**Total :**	**284.46**
12379	4/12/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4773		HEALTH INSURANCE CLAIMS	1,554.41
					Total :	**1,554.41**
12380	4/18/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	041323		HEALTH INSURANCE CLAIMS	92,295.94
					Total :	**92,295.94**
171357	4/25/2023	105149 ADAMSON POLICE PRODUCTS	INV392857		PD TACTICAL EQUIPMENT & SUPPLIES	1,960.06
					Total :	**1,960.06**
171358	4/25/2023	100748 ADR SERVICES, INC.	23-1961-SJD-04		MEDIATION SERVICES	2,475.00
					Total :	**2,475.00**
171359	4/25/2023	101748 AFTERMARKET PARTS COMPANY LLC, THE	82972375	037-10167	GTRANS AUTO PARTS	45.33
			82977787	037-10167	GTRANS AUTO PARTS	467.97
			82977918	037-10167	GTRANS AUTO PARTS	243.78
			82980659	037-10167	GTRANS AUTO PARTS	317.52
			82980660	037-10167	GTRANS AUTO PARTS	38.26
			82981803	037-10167	GTRANS AUTO PARTS	157.77
			82983136	037-10167	GTRANS AUTO PARTS	229.97
			82985840	037-10167	GTRANS AUTO PARTS	1,670.04
					Total :	**3,170.64**
171360	4/25/2023	112482 AL EMARA, THOLFAQAR	PERMIT #50022-1346		PERMIT DEPOSIT REFUND - 2307 W 12	5,000.00
					Total :	**5,000.00**
171361	4/25/2023	112469 ALLAN HANCOCK COLLEGE	DIAZ		EVOC TRAINING REGISTRATION	1,350.00
			FERNANDEZ		EVOC TRAINING REGISTRATION	1,350.00
			PENA		EVOC TRAINING REGISTRATION	1,350.00
			PENNELLA		EVOC TRAINING REGISTRATION	1,350.00
			VON ROISCHMANDT		EVOC TRAINING REGISTRATION	1,350.00
					Total :	**6,750.00**
171362	4/25/2023	100925 AMERICAN MOVING PARTS	01A142108		GTRANS AUTO PARTS	1,243.61
					Total :	**1,243.61**
171363	4/25/2023	112487 AMSTAR EXPRESS, INC.	50846		REFUND-SUBPOENA FOR RECORDS F	35.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171363	4/25/2023	112487 112487 AMSTAR EXPRESS, INC.	(Continued)		**Total :**	**35.00**
171364	4/25/2023	108625 ARAD OIL INC.	MARCH 2023		CAR WASH	96.00
					Total :	**96.00**
171365	4/25/2023	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00915845		HAZARDOUS WASTE DISPOSAL SERVI	243.05
			I500-00915970		HAZARDOUS WASTE DISPOSAL SERVI	55.00
			I500-00915971		HAZARDOUS WASTE DISPOSAL SERVI	405.05
			I500-009159869		HAZARDOUS WASTE DISPOSAL SERVI	335.05
					Total :	**1,038.15**
171366	4/25/2023	106965 ASSA ABLOY ENTRANCE, SYSTEMS US INC.	SEI/1609227		SERVICE REPAIR - ROWLEY PARK INTI	199.00
			SEI/1609228		SERVICE REPAIR - ROWLEY PARK GYM	149.25
			SEI/1609229		SERVICE REPAIR - ROWLEY PARK GYM	149.25
			SEI/1609230		SERVICE REPAIR - ROWLEY PARK GYM	149.25
			SEI/1609231		SERVICE REPAIR - ROWLEY PARK AUD	149.25
			SEI/1609232		SERVICE REPAIR - ROWLEY PARK AUD	149.25
			SEI/1609233		SERVICE REPAIR - ROWLEY PARK GYM	298.50
			SEI/1609256		ROWLEY PARK RESTROOM DOOR REP	199.00
			SEI/1609257		ROWLEY PARK RESTROOM DOOR REP	547.25
			SEI/1610223		SERVICE REPAIR - ROWLEY PARK GYM	302.77
			SEI/1611405		SERVICE REPAIR - ROWLEY PARK AUD	601.27
					Total :	**2,894.04**
171367	4/25/2023	104687 AT&T	19731951		TELEPHONE	1,105.07
					Total :	**1,105.07**
171368	4/25/2023	616090 AT&T	3103232408 04/01/23		TELEPHONE	3,723.87
					Total :	**3,723.87**
171369	4/25/2023	111170 AT&T FIRSTNET	287290885074X4102023		CITYWIDE CELL PHONE ACCT #287290	2,714.52
			287293420631X3102023		PD CELL PHONE ACCT #287293420631	145.88
			287298156560X4102023		COVID-19 FIRSTNET COMMUNICATION	1,873.05
			287303490376X4102023		BUS CELL PHONE ACCT #28730349037	1,711.82
			287324972943X4102023		GTRANS CELL PHONE ACCT #2873249	949.67
					Total :	**7,394.94**
171370	4/25/2023	102880 AUTOPLEX, INC.	14863		2019 FORD F-250 XL #KEG55298 BRAK	362.38

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171370	4/25/2023	102880 102880 AUTOPLEX, INC.	(Continued)		**Total :**	**362.38**
171371	4/25/2023	110686 AZTECH ELEVATOR COMPANY	AZ17698	024-00844	ELEVATOR MAINTENANCE - NCC	285.00
			AZ17699	024-00844	ELEVATOR MAINTENANCE - PW	285.00
			AZ17700	024-00844	ELEVATOR MAINTENANCE - CH	100.00
			AZ17701	024-00844	ELEVATOR MAINTENANCE - NCC	100.00
			AZ17702	037-10136	ELEVATOR MAINTENANCE - GTRANS A	285.00
			AZ17703	037-10136	ELEVATOR MAINTENANCE - GTRANS M	83.33
					Total :	**1,138.33**
171372	4/25/2023	110190 BASNET FAMILY CHILD CARE	MARCH 2023		CHILD CARE PROVIDER	12,990.00
					Total :	**12,990.00**
171373	4/25/2023	103641 BECNEL UNIFORMS	55625		BUS UNIFORM SUPPLIES	156.04
			55626		BUS UNIFORM SUPPLIES	505.79
			55733		BUS UNIFORM SUPPLIES	517.90
			55735		BUS UNIFORM SUPPLIES	545.22
			55737		BUS UNIFORM SUPPLIES	589.02
			56101		BUS UNIFORM SUPPLIES	27.32
			56102		BUS UNIFORM SUPPLIES	582.23
					Total :	**2,923.52**
171374	4/25/2023	102135 BEHRENDS, KENT	177		IT NETWORK SUPPORT	1,968.75
					Total :	**1,968.75**
171375	4/25/2023	112485 BERNAL, MARIA R.	CIT #355128254		REFUND - INTERCEPTED WRONG TAX	445.00
					Total :	**445.00**
171376	4/25/2023	102331 BLUE DIAMOND MATERIALS	3097431		STREET MAINT SUPPLIES	122.77
					Total :	**122.77**
171377	4/25/2023	108715 BOBBS FAMILY CHILDCARE	MARCH 2023		CHILD CARE PROVIDER	5,244.00
					Total :	**5,244.00**
171378	4/25/2023	105008 CALIFORNIA BUILDING STANDARDS, COMMIS	JAN-MAR 2023		BUILDING STANDARDS ADMIN SPECIA	499.50
					Total :	**499.50**
171379	4/25/2023	112415 CALIFORNIA DEPARTMENT OF, HUMAN RESO	APRIL 2023		CCPU DUES - APRIL 2023	295.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171379	4/25/2023	112415 112415 CALIFORNIA DEPARTMENT OF, HUMAN F	(Continued)		**Total :**	**295.00**
171380	4/25/2023	110313 CALTIP	94-2023-MAR	037-10137	INSURANCE CLAIMS DEDUCTIBLE - MA	2,578.88
					Total :	**2,578.88**
171381	4/25/2023	110538 CANNON COMPANY	84021	024-00807	VERMONT AVE IMPROVEMENTS, JN 95	1,640.00
			84086	024-00909	BUDLONG/HALLDALE STREET IMPROV	36,080.75
					Total :	**37,720.75**
171382	4/25/2023	823003 CARL WARREN & COMPANY	MARCH 2023		CLAIMS MANAGEMENT	4,904.10
					Total :	**4,904.10**
171383	4/25/2023	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	43388		LEGAL SERVICES	20.04
			43389		LEGAL SERVICES	6,675.33
			43390		LEGAL SERVICES	1,044.16
			43391		LEGAL SERVICES	4,562.30
			43394		LEGAL SERVICES	5,315.30
			43395		LEGAL SERVICES	1,755.10
			43396		LEGAL SERVICES	397.57
			43399		LEGAL SERVICES	304.97
			43400		LEGAL SERVICES	468.00
					Total :	**20,542.77**
171384	4/25/2023	303331 CDTFA	MARCH 2023		UNDERGROUND STORAGE TANK MAIN	48.00
					Total :	**48.00**
171385	4/25/2023	111966 CELEDON'S EXERCISE EQUIPMENT, SERVICE	3037		GTRANS FITNESS EQUIPMENT MAINT	350.00
					Total :	**350.00**
171386	4/25/2023	110605 CHANDLER ASSET MANAGEMENT	2303GARDENA	013-00030	INVESTMENT MGMT SERVICES - MARC	2,467.94
					Total :	**2,467.94**
171387	4/25/2023	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY CA	MARCH 2023		CHILD CARE PROVIDER	4,003.00
					Total :	**4,003.00**
171388	4/25/2023	112297 CHOI, JACKIE	040323		MGMT ANNUAL HEALTH BENEFIT	354.50
					Total :	**354.50**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171389	4/25/2023	308112 CITY OF HAWTHORNE	2022	035-01169	ANNUAL MAINTENANCE FOR TIBURON	81,872.01
					Total :	**81,872.01**
171390	4/25/2023	111534 CLEAN ENERGY	CE12575748	037-10217	GTRANS OFFSITE CNG FUELING SERV	20,343.13
					Total :	**20,343.13**
171391	4/25/2023	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	55677		LEGAL SERVICES	688.20
					Total :	**688.20**
171392	4/25/2023	110122 COMMANDSTAT ANALYTICS, INC	219	035-01204	DATABASE MGMT & REPORTING PREP	2,076.00
					Total :	**2,076.00**
171393	4/25/2023	103125 COMPLETE COACH WORKS	91037	037-10221	BUS #775 SERVICE CALL - DIAGNOSE	2,748.81
					Total :	**2,748.81**
171394	4/25/2023	109913 COSTAR REALTY INFORMATION INC.	120310206		COSTAR SUITE - 03/21-04/30/23	1,165.16
			120319235	s	COSTAR SUITE	-500.00
					Total :	**665.16**
171395	4/25/2023	102791 CPAC, INC.	1296610	023-01440	VEEAM AVAILABILITY SUITE BACKUP S	4,095.00
					Total :	**4,095.00**
171396	4/25/2023	105935 CRAFCO, INC.	9402890061		STREET MAINT SUPPLIES	1,055.95
					Total :	**1,055.95**
171397	4/25/2023	109005 CRESPO, ERNIE	03/16-03/17		LCW ANNUAL EMPLOYMENT LAW CON	236.13
					Total :	**236.13**
171398	4/25/2023	103353 CRM COMPANY, LLC.	LA22239		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	**69.50**
171399	4/25/2023	106193 CUMMINS SALES AND SERVICE	X5-43856		GTRANS AUTO PARTS	1,357.23
					Total :	**1,357.23**
171400	4/25/2023	110319 CWE DIRECTOR	23136	024-00766	MS4 & NPDES - MONITORING & COMPI	14,012.50
					Total :	**14,012.50**
171401	4/25/2023	104736 D&R OFFICE WORKS, INC.	0127221	034-00577	NCC CLASSROOM FURNITURE	2,921.63

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171401	4/25/2023	104736 D&R OFFICE WORKS, INC.	(Continued)			
			0127373	034-00576	NCC CLASSROOM FURNITURE	2,623.95
			0127435	032-00133	CD OFFICE FURNITURE	3,483.28
			0127436	023-01443	HR OFFICE FURNITURE	4,486.36
					Total :	**13,515.22**
171402	4/25/2023	102228 DAILY BREEZE	0011589722		REQUEST FOR PROPOSALS 2022-04	279.82
					Total :	**279.82**
171403	4/25/2023	102228 DAILY BREEZE	0011546637		NOTICE INVITING PROPOSALS - FOR	193.77
			0011546641		NOTICE INVITING BIDS - FOR UO TO 15	244.22
					Total :	**437.99**
171404	4/25/2023	112481 DANG, VU	PERMIT #50021-0133		PERMIT DEPOSIT REFUND - 1534 W 15	5,000.00
					Total :	**5,000.00**
171405	4/25/2023	111874 DAVID VOLZ DESIGN LANDSCAPE, ARCHITEC	422460	024-00901	MAS FUKAI PARK IMPROVEMENTS, JN	43,938.00
					Total :	**43,938.00**
171406	4/25/2023	112490 DAVID, ANTONIE	041223		REFUND - PASSPORT PHOTO DID NOT	10.00
					Total :	**10.00**
171407	4/25/2023	105951 DECALS BY DESIGN, INC.	17150		GTRANS BUS DECALS	106.06
					Total :	**106.06**
171408	4/25/2023	106540 DELTA MOTOR COMPANY INC.	23893	037-10181	REBUILD DRIVE MOTOR	3,332.63
			23981	037-10181	REBUILD DRIVE MOTOR	3,332.63
			23984	037-10181	REBUILD DRIVE MOTOR	3,332.63
					Total :	**9,997.89**
171409	4/25/2023	104310 DEPARTMENT OF CONSERVATION	JAN-MAR 2023		STRONG MOTION INSTRUMENTATION	1,860.70
					Total :	**1,860.70**
171410	4/25/2023	303459 DEPARTMENT OF JUSTICE	639293	035-01205	FINGERPRINT APPS - FEBRUARY 2023	2,800.00
					Total :	**2,800.00**
171411	4/25/2023	312117 DEPARTMENT OF WATER & POWER	033123		LIGHT & POWER	65.51

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171411	4/25/2023	312117 312117 DEPARTMENT OF WATER & POWER	(Continued)		**Total :**	**65.51**
171412	4/25/2023	111982 DOCUSIGN, INC.	111100111575	011-00035	E-SIGNATURE BUSINESS PRO SOFTW/	2,467.90
					Total :	**2,467.90**
171413	4/25/2023	104500 DOOLEY ENTERPRISES, INC	64772	035-01207	PD AMMUNITION SUPPLIES	14,390.01
					Total :	**14,390.01**
171414	4/25/2023	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI	MARCH 2023		CHILD CARE PROVIDER	11,413.00
					Total :	**11,413.00**
171415	4/25/2023	107510 ESCALANTE, WENDY E.	MARCH 2023		CHILD CARE PROVIDER	12,127.00
					Total :	**12,127.00**
171416	4/25/2023	105650 EWING IRRIGATION PRODUCTS	19059010		PARK MAINT SUPPLIES	142.48
					Total :	**142.48**
171417	4/25/2023	100055 FAIR HOUSING FOUNDATION	MARCH 2023		CDBG CONSULTANT	1,677.04
					Total :	**1,677.04**
171418	4/25/2023	106129 FEDEX	8-092-84848		SHIPPING SERVICES	93.92
			8-092-92079		SHIPPING SERVICES	59.82
					Total :	**153.74**
171419	4/25/2023	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2504132303		DRUG TEST/ADMIN FEE	532.22
					Total :	**532.22**
171420	4/25/2023	106545 FLEETPRIDE, INC	106583037		SEWER PROGRAM SUPPLIES	97.55
			106658883		SEWER PROGRAM SUPPLIES	408.95
			106670011		SEWER PROGRAM SUPPLIES	392.45
					Total :	**898.95**
171421	4/25/2023	112329 FM THOMAS AIR CONDITIONING INC	45030	024-00893	HVAC REPAIRS FOR CITY HALL	4,262.79
					Total :	**4,262.79**
171422	4/25/2023	106465 FOX FIRST AID & SAFETY INC	69999		STREET MAINT SUPPLIES	31.97
					Total :	**31.97**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171423	4/25/2023	107724 GARCIA, CLAUDIA CRISTINA	MARCH 2023		CHILD CARE PROVIDER	12,863.00
					Total :	**12,863.00**
171424	4/25/2023	207133 GARCIA, NANCY C.	MARCH 2023		CHILD CARE PROVIDER	12,670.00
					Total :	**12,670.00**
171425	4/25/2023	107008 GARDENA A/C & RADIATOR	52234		2013 FORD F350 #1388367 - A/C EVACU	1,344.80
					Total :	**1,344.80**
171426	4/25/2023	107030 GARDENA AUTO PARTS	165737		PW AUTO PARTS	174.17
			166389		PW AUTO PARTS	-1.64
			166445		PW AUTO PARTS	56.22
			166625		PW AUTO PARTS	54.35
			166628		PW AUTO PARTS	92.00
			166630		PW AUTO PARTS	160.42
			166749		PD AUTO PARTS	23.69
			166809		PD AUTO PARTS	354.84
			167017		PW AUTO PARTS	185.09
					Total :	**1,099.14**
171427	4/25/2023	107080 GARDENA BEAR WHEEL	57618		2009 CHEVY 3500 #1327668-UNIT 57, FI	160.00
					Total :	**160.00**
171428	4/25/2023	107034 GARDENA WELDING SUPPLY CO INC.	95 125247		BLDG MAINT SUPPLIES	71.14
					Total :	**71.14**
171429	4/25/2023	619005 GAS COMPANY, THE	040723		CNG FUEL	1,086.65
			40323		GAS	1,572.63
					Total :	**2,659.28**
171430	4/25/2023	106470 GILLIG LLC	41020847	037-10174	GTRANS AUTO PARTS	180.85
			41027369	037-10174	GTRANS AUTO PARTS	105.41
					Total :	**286.26**
171431	4/25/2023	111798 GOBBLE, SCOTT	041223	024-00875	COMMUNITY AQUATIC CENTER PROJE	1,575.00
					Total :	**1,575.00**
171432	4/25/2023	619004 GOLDEN STATE WATER CO.	040723		WATER	5,221.50

Bank code : usb

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
171432	4/25/2023	619004	619004 GOLDEN STATE WATER CO.	(Continued)		**Total :**	**5,221.50**
171433	4/25/2023	102480	GOVERNMENTJOBS.COM, INC.	INV32639	023-01444	GOVERNMENTJOBS SUBSCRIPTION R	1,950.75
				INV32849	023-01444	INSIGHT SUBSCRIPTION RENEWAL	13,184.39
						Total :	**15,135.14**
171434	4/25/2023	109055	GRAFFITI SHIELD, INC.	21461		BUS GRAFFITI SHIELD	985.50
				21525		BUS GRAFFITI SHIELD	197.10
						Total :	**1,182.60**
171435	4/25/2023	107513	GRAINGER	9653265745		PW MAINT SUPPLIES	13.77
				9660161655		BUS FACILITY SUPPLIES	9.60
				9661676578		BUS FACILITY SUPPLIES	80.85
				9663183425	037-10222	BUS FACILITY SUPPLIES	3,964.31
				9666786232		BUS FACILITIY SUPPLIES	296.10
				9666786240		BUS FACILITY SUPPLIES	9.60
				9668650667		BUS FACILITY SUPPLIES	-3,991.46
				9669035793		BUS FACILITY SUPPLIES	22.13
						Total :	**404.90**
171436	4/25/2023	112374	GRIFFIN STRUCTURES, INC.	GSI-GCASC-03	024-00910	AQUATIC & SENIOR CENTER JN978	7,171.00
						Total :	**7,171.00**
171437	4/25/2023	106701	HARTZOG & CRABILL, INC.	23-0277	024-00915	CONSULTANT SERVICES, ROADWAY E'	6,420.00
						Total :	**6,420.00**
171438	4/25/2023	108607	HENDERSON-BATISTE, TANEKA	MARCH 2023		CHILD CARE PROVIDER	7,600.00
						Total :	**7,600.00**
171439	4/25/2023	108434	HOME DEPOT CREDIT SERVICES	0545442		REC PROGRAM SUPPLIES	43.78
				1513177		BLDG MAINT SUPPLIES	116.02
				1523246		BLDG MAINT SUPPLIES	136.84
				2033015		GTRANS MAINT SUPPLIES	253.36
				3513816		BLDG MAINT SUPPLIES	241.37
				5310996		TREE TRIMMING PROGRAM SUPPLIES	40.76
				5902691		REC PROGRAM SUPPLIES	61.50
				7902498		REC PROGRAM SUPPLIES	31.92
				9523511		REC PROGRAM SUPPLIES	103.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171439	4/25/2023	108434 108434 HOME DEPOT CREDIT SERVICES	(Continued)		**Total :**	**1,029.47**
171440	4/25/2023	111593 INTER-CON SECURITY SYSTEMS INC	BD0124234	037-10211	GTRANS SECURITY SERVICES - MARC	7,145.78
					Total :	**7,145.78**
171441	4/25/2023	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	140073740		GTRANS AUTO PARTS	1,132.75
			140073867.		GTRANS AUTO PARTS	778.00
			140074783		GTRANS AUTO PARTS	-1,994.37
			140074784		GTRANS AUTO PARTS	1,528.20
			140074991		GTRANS AUTO PARTS	1,005.55
			140075089		GTRANS AUTO PARTS	1,508.33
					Total :	**3,958.46**
171442	4/25/2023	103064 ITERIS, INC.	155931	037-09892	DESIGN SERVICES & SUPPORT FOR TI	312,654.95
					Total :	**312,654.95**
171443	4/25/2023	110733 J & S PROPERTY MANAGEMENT AND, MAINTI	7290	037-10138	LANDSCAPE MAINTENANCE SERVICE	2,112.66
					Total :	**2,112.66**
171444	4/25/2023	108579 J.D. FIELDS LUMBER COMPANY	7178		STREET MAINT SUPPLIES	53.40
					Total :	**53.40**
171445	4/25/2023	100436 J.J. KELLER & ASSOCIATES, INC	9107607660	037-10124	FLEET MANAGEMENT AND COMPLIAN	487.90
					Total :	**487.90**
171446	4/25/2023	108555 JALISCO TIRE & AUTO REPAIR	032923		(2) TIRES MOUNT & BALANCE	40.00
			32923		(4) TIRES MOUNT & BALANCE	80.00
					Total :	**120.00**
171447	4/25/2023	110010 JANEK CORPORATION, THE	113312		GTRANS SHOP SUPPLIES	1,378.13
					Total :	**1,378.13**
171448	4/25/2023	105226 JEKAL FAMILY CHILD CARE	MARCH 2023		CHILD CARE PROVIDER	11,671.00
					Total :	**11,671.00**
171449	4/25/2023	110853 JONES & MAYER	115359		ATTORNEY SERVICES	798.54
			115360		ATTORNEY SERVICES	553.50
			115361		ATTORNEY SERVICES	216.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171449	4/25/2023	110853 JONES & MAYER	(Continued)			
			115362		ATTORNEY SERVICES	155.06
			115363		ATTORNEY SERVICES	81.04
			115365		ATTORNEY SERVICES	1,863.03
			115366		ATTORNEY SERVICES	3,484.81
			115369		ATTORNEY SERVICES	110.76
			115370		ATTORNEY SERVICES	7,066.51
			115371		ATTORNEY SERVICES	265.82
			115372		ATTORNEY SERVICES	9,265.81
			115373		ATTORNEY SERVICES	1,539.80
			115551	020-00042	ATTORNEY SERVICES	10,589.49
					Total :	**35,990.29**
171450	4/25/2023	110456 KHAIRZADA FAMILY CHILD CARE	MARCH 2023		CHILD CARE PROVIDER	5,957.00
					Total :	**5,957.00**
171451	4/25/2023	111045 KJ SERVICES	2651		BOTTLE & CAN RECYCLING PROGRAM	340.00
					Total :	**340.00**
171452	4/25/2023	112357 KLASSIC ENGINEERING &, CONSTRUCTION II	033123	024-00902	FIRE STATION #158 ROOF REPLACEME	112,234.90
					Total :	**112,234.90**
171453	4/25/2023	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	SA230000304	024-00930	CATCH BASIN CLEANOUT - WESTERN	8,653.50
					Total :	**8,653.50**
171454	4/25/2023	109939 LA UNIFORMS & TAILORING	15902		PD UNIFORM SUPPLIES	162.01
					Total :	**162.01**
171455	4/25/2023	112015 LACERDA, DALVANICE	MARCH 2023		CHILD CARE PROVIDER	12,374.00
					Total :	**12,374.00**
171456	4/25/2023	112014 LAKESHORE LEARNING MATERIALS	553255032923	331-00064	FCC PROGRAM SUPPLIES	70.54
			560445033023	331-00064	FCC PROGRAM SUPPLIES	66.14
			576346040523	331-00064	FCC PROGRAM SUPPLIES	713.23
					Total :	**849.91**
171457	4/25/2023	105874 LAWSON PRODUCTS, INC.	9310444455		BUS SHOP SUPPLIES	589.35
			9310487053		BUS SHOP SUPPLIES	9.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171457	4/25/2023	105874 LAWSON PRODUCTS, INC.	(Continued)			
			9310502869		BUS SHOP SUPPLIES	9.02
					Total :	**607.39**
171458	4/25/2023	112805 LEAGUE OF CALIFORNIA CITIES	106367		2023 PLANNING COMMISSIONERS ACA	675.00
			106368		2023 PLANNING COMMISSIONERS ACA	675.00
					Total :	**1,350.00**
171459	4/25/2023	110777 LEARN N PLAY FAMILY DAYCARE	MARCH 2023		CHILD CARE PROVIDER	1,415.00
					Total :	**1,415.00**
171460	4/25/2023	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20230331		MONTHLY SUBSCRIPTION FEE	1,881.46
					Total :	**1,881.46**
171461	4/25/2023	112260 LIEBERT CASSIDY WHITMORE	236431		LEGAL SERVICES	24,307.00
					Total :	**24,307.00**
171462	4/25/2023	112260 LIEBERT CASSIDY WHITMORE	236426		LEGAL SERVICES	9,541.30
			236427		LEGAL SERVICES	167.50
			236428		LEGAL SERVICES	85.00
			236429		LEGAL SERVICES	1,914.18
			236430		LEGAL SERVICES	9,081.00
			236432		LEGAL SERVICES	42.50
			236433		LEGAL SERVICES	1,567.00
			236434		LEGAL SERVICES	4,619.50
			236435		LEGAL SERVICES	2,014.50
			236436		LEGAL SERVICES	3,477.00
					Total :	**32,509.48**
171463	4/25/2023	102233 LITTLE PEOPLE DAY CARE	MARCH 2023		CHILD CARE PROVIDER	8,288.00
					Total :	**8,288.00**
171464	4/25/2023	109517 LOAD N' GO BUILDING MATERIALS	22300		STREET MAINT SUPPLIES	106.48
			23094		STREET MAINT SUPPLIES	12.84
					Total :	**119.32**
171465	4/25/2023	112308 LOS ANGELES HOMPA HONGWANJI, BUDDHIS	042723		ENTERTAINMENT SERVICES - CANDLE	300.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171465	4/25/2023	112308 112308 LOS ANGELES HOMPA HONGWANJI, BUI (Continued)			**Total :**	**300.00**
171466	4/25/2023	109563 LUCKY LADY CASINO	0850000196		ECONOMIC ASSISTANCE - MARCH 202	27,369.09
					Total :	**27,369.09**
171467	4/25/2023	112615 LU'S LIGHTHOUSE, INC.	01237418	037-10148	GTRANS SHOP SUPPLIES	257.81
			01238503		PW AUTO PARTS	229.27
			01238511		PW AUTO PARTS	228.76
			01239254	037-10148	GTRANS SHOP SUPPLIES	117.57
					Total :	**833.41**
171468	4/25/2023	113301 M & K METAL CO.	329483		STREET MAINT SUPPLIES	189.34
					Total :	**189.34**
171469	4/25/2023	105082 MAJESTIC LIGHTING, INC.	ML85063		BLDG MAINT SUPPLIES	354.01
			ML85111		BLDG MAINT SUPPLIES	4.96
			ML85121		BLDG MAINT SUPPLIES	171.77
			ML85146		BLDG MAINT SUPPLIES	87.98
			ML85197		BLDG MAINT SUPPLIES	73.32
					Total :	**692.04**
171470	4/25/2023	109203 MAKAI SOLUTIONS	SD1081	037-10163	FACILITIES & EQUIPMENT MAINTENAN	1,601.00
					Total :	**1,601.00**
171471	4/25/2023	113036 MANERI SIGN CO., INC.	40013874		DECALS - "GARDENA" 4" LETTERS, "PU	64.62
			40013923		SIGN - 42"X9" "HALLDAVE AV 14200"	209.48
			40013924		SIGN - 42"X9" "HALLDALE AV 14300"	209.48
					Total :	**483.58**
171472	4/25/2023	110306 MARIPOSA LANDSCAPES, INC	101632	024-00872	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
			102009	024-00872	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
			2837	024-00873	TREE TRIMMING MAINTENANCE SERV	8,306.00
					Total :	**26,034.00**
171473	4/25/2023	107644 MARTINEZ, CHERYL NAOMI	MARCH 2023		CHILD CARE PROVIDER	11,176.00
					Total :	**11,176.00**
171474	4/25/2023	104773 MARTINEZ, KAMBY	MARCH 2023		CHILD CARE PROVIDER	11,394.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171474	4/25/2023	104773 104773 MARTINEZ, KAMBY	(Continued)		**Total :**	**11,394.00**
171475	4/25/2023	102942 MAUREEN KANE & ASSOCIATES, INC	1140		REGISTRATION - TECHNICAL TRAININ(	1,500.00
					Total :	**1,500.00**
171476	4/25/2023	113064 MCMASTER-CARR SUPPLY COMPANY	94454441		GTRANS SHOP SUPPLIES	170.24
			94848733		GTRANS SHOP SUPPLIES	450.34
			95796540		GTRANS SHOP SUPPLIES	475.50
					Total :	**1,096.08**
171477	4/25/2023	112486 MENA, MAIRA	CIT #322126817		REFUND - INTERCEPTED WRONG TAX	190.00
					Total :	**190.00**
171478	4/25/2023	108699 MEZIERE ENTERPRISES INC.	93688		ELECTRIC WATER PUMP	646.50
			94222		ELECTRIC WATER PUMP	646.50
					Total :	**1,293.00**
171479	4/25/2023	109625 MK BUILDERS & SERVICES, INC.	121022	024-00888	HR OFFICE NEW DOOR INSTALL	4,450.00
					Total :	**4,450.00**
171480	4/25/2023	112058 MOBILE CAR & TRUCK WASH JBT	2161	037-10184	40' BUS INTERIOR DETAILING	3,252.38
					Total :	**3,252.38**
171481	4/25/2023	112479 MOODY, TOBIAS L	001		ENTERTAINMENT SERVICES - STATE C	250.00
					Total :	**250.00**
171482	4/25/2023	113462 MOTION INDUSTRIES, INC.	CA20-00749514		PW AUTO PARTS	331.52
					Total :	**331.52**
171483	4/25/2023	109056 MULTICARD	45604		PD PROGRAM SUPPLIES	645.53
					Total :	**645.53**
171484	4/25/2023	112480 MURAKOSHI, TOMMY	PERMIT #50020-0981		PERMIT DEPOSIT REFUND - 15919 S D.	5,000.00
					Total :	**5,000.00**
171485	4/25/2023	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	659424		PROPANE GAS	541.88
					Total :	**541.88**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171486	4/25/2023	109290 MZ AUTO GLASS	90232		WINDOW INSTALL FOR BUS #2018	300.00
					Total :	**300.00**
171487	4/25/2023	112494 NEXTREQUEST, LLC	27529		FOIA WORKFLOW PLATFORM SUBSCR	899.00
					Total :	**899.00**
171488	4/25/2023	112483 NGO, STEVEN	PERMIT #50021-0842		PERMIT DEPOSIT REFUND - 13808 S	5,000.00
					Total :	**5,000.00**
171489	4/25/2023	112489 NIAGARA CONSTRUCTION	PERMIT #50021-1321		PERMIT DEPOSIT REFUND - 1600 W 16	7,500.00
					Total :	**7,500.00**
171490	4/25/2023	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	78644066		RANDOM TEST & PHYSICALS	732.00
			78745802		RANDOM TEST & PHYSICALS	1,321.00
			78821566		RANDOM TESTS	239.00
					Total :	**2,292.00**
171491	4/25/2023	115168 OFFICE DEPOT	300138151		PD OFFICE SUPPLIES	118.75
			300633548		PD OFFICE SUPPLIES	98.85
			300727543		REC OFFICE SUPPLIES	502.33
			300878951		PD OFFICE SUPPLIES	468.17
			302155407		CD OFFICE SUPPLIES	-55.39
			302168759		BUS OFFICE SUPPLIES	60.46
			302201914		PD OFFICE SUPPLIES	134.48
			303259832		BUS OFFICE SUPPLIES	76.86
			303334495		PD OFFICE SUPPLIES	283.99
			303335450		PD OFFICE SUPPLIES	33.28
			303335452		PD OFFICE SUPPLIES	24.15
			303433352		CD OFFICE SUPPLIES	160.24
			303433957		CD OFFICE SUPPLIES	39.68
			303433960		CD OFFICE SUPPLIES	55.39
			303433965		CD OFFICE SUPPLIES	18.73
			303983372		CM OFFICE SUPPLIES	102.41
			304261932		REC OFFICE SUPPLIES	68.33
			304432386		HR OFFICE SUPPLIES	39.83
			304673481		PD OFFICE SUPPLIES	186.55
			304947520		CD OFFICE SUPPLIES	790.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171491	4/25/2023	115168 OFFICE DEPOT	(Continued)			
			304949310		PD OFFICE SUPPLIES	335.90
			304953004		HR OFFICE SUPPLIES	-27.44
			305108531		HR OFFICE SUPPLIES	81.30
			305537026		HR OFFICE SUPPLIES	88.32
			305538013		HR OFFICE SUPPLIES	24.46
			305605548		CM OFFICE SUPPLIES	110.80
			306015342		BUS OFFICE SUPPLIES	126.23
			306421120		HR OFFICE SUPPLIES	79.45
					Total :	**4,026.60**
171492	4/25/2023	112484 OKUDO, EMMANUEL	BL #40918		REFUND - NO LONGER DOING BUSINE	86.00
			BL #40919		REFUND - NO LONGER DOING BUSINE	298.00
					Total :	**384.00**
171493	4/25/2023	109782 OMNITEK ENGINEERING CORP.	0012099		GTRANS AUTO PARTS	1,952.45
					Total :	**1,952.45**
171494	4/25/2023	111358 O'REILLY AUTO PARTS	312598		PW AUTO PARTS	57.36
			314144		GTRANS AUTO PARTS	35.97
			314145		GTRANS AUTO PARTS	530.40
			315493		SEWER PROGRAM SUPPLIES	48.85
			317912		PW AUTO PARTS	937.11
			318370		GTRANS AUTO PARTS	52.48
			319651		GTRANS AUTO PARTS	1,020.13
			319653		GTRANS AUTO PARTS	47.39
			320629		PW AUTO PARTS	72.70
					Total :	**2,802.39**
171495	4/25/2023	115810 ORKIN PEST CONTROL	241270310		PEST CONTROL - ACCT #27336703	283.99
					Total :	**283.99**
171496	4/25/2023	215540 OSORIO, VICENTE	040323		MGMT ANNUAL HEALTH BENEFIT	874.91
					Total :	**874.91**
171497	4/25/2023	103673 PACIFIC PRODUCTS & SERVICE, LLC	31714		SIGNS/SIGNALS SUPPLIES	1,193.46
					Total :	**1,193.46**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171498	4/25/2023	112173 PEREZ, NATHALIE	04/13-04/16		16TH ANNUAL FTA DRUG & ALCOHOL F	150.00
					Total :	**150.00**
171499	4/25/2023	307101 PETTY CASH FUND	02/16-04/05/23		REPLENISH PETTY CASH	576.19
					Total :	**576.19**
171500	4/25/2023	307103 PETTY CASH FUND	08/19-11/22		REPLENISH UUT PETTY CASH	100.71
					Total :	**100.71**
171501	4/25/2023	307108 PETTY CASH FUND	11/10/22-03/30/23		REPLENISH PETTY CASH	357.03
					Total :	**357.03**
171502	4/25/2023	105574 PINNACLE PETROLEUM, INC.	0302649	024-00853	87 OCTANE REGULAR UNLEADED CAR	23,430.51
					Total :	**23,430.51**
171503	4/25/2023	112452 POLCO	17057	034-00575	PERFORMANCE PLAN 2022	17,000.00
					Total :	**17,000.00**
171504	4/25/2023	101958 PROFORCE LAW ENFORCEMENT	511336		PD TACTICAL EQUIPMENT	1,661.01
					Total :	**1,661.01**
171505	4/25/2023	111883 PROJECT PARTNERS, INC.	11105	024-00890	PROJECT MANAGEMENT SERVICES	11,440.00
					Total :	**11,440.00**
171506	4/25/2023	106092 PRUDENTIAL OVERALL SUPPLY	42814502		UNIFORM & SUPPLY RENTAL	632.17
			42820959		UNIFORM & SUPPLY RENTAL	141.59
			42820960		UNIFORM & SUPPLY RENTAL	41.46
			42820961		SUPPLY RENTAL - MATS - GTRANS	50.10
			42820962		SUPPLY RENTAL - MATS - NCC	13.65
			42820963		SUPPLY RENTAL - MATS - CH	19.00
			42820964		SUPPLY RENTAL - MATS - PD	91.60
			42820965		SUPPLY RENTAL - MATS - HS	11.60
			42822563		UNIFORM & SUPPLY RENTAL	349.51
			42822950		UNIFORM & SUPPLY RENTAL	144.31
			42822951		UNIFORM & SUPPLY RENTAL	41.46
			42822952		SUPPLY RENTAL - MATS - GTRANS	50.10
					Total :	**1,586.55**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171507	4/25/2023	116820 PSOMAS	194242	037-09987	GTRANS DESIGN BUILD CONSTRUCTI(	1,174.25
					Total :	**1,174.25**
171508	4/25/2023	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	526174		INDIVIDUAL PSYCHOTHERAPY	412.50
					Total :	**412.50**
171509	4/25/2023	104868 PYRO-COMM SYSTEMS, INC.	33153	037-10204	CELLULAR COMMUNICATOR, FIRE & AI	2,037.40
					Total :	**2,037.40**
171510	4/25/2023	100147 RCI IMAGE SYSTEMS	77254		PREP & SCANNING - BUILDING PLANS	1,383.86
					Total :	**1,383.86**
171511	4/25/2023	103072 REACH	0423004		EAP SERVICES/REACHLINE NEWSLET	902.00
			1022997		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	**1,804.00**
171512	4/25/2023	100836 RESOURCE BUILDING MATERIALS	3551715		PARK MAINT SUPPLIES	263.94
					Total :	**263.94**
171513	4/25/2023	118476 RICOH USA, INC.	300878951		PD OFFICE SUPPLIES	-468.17
			5067120100		RICOH MPC3300SPF COPIER USAGE C	1,126.81
			5067120117		RICOH MPC3300SPF COPIER BASE LE	1,129.28
			9031674597		RICOH MPC3503 COPIER LEASE - GTR	1,206.60
			9031674598		RICOH MPC3503 COPIER LEASE - FCC	209.22
			9031674745		RICOH MPC6502SP COPIER LEASE - PI	306.35
			9031674904		RICOH COPIER LEASE & USAGE CHAR	2,928.16
			9031675031		RICOH DD6650P COPIER LEASE - PRIN	695.30
					Total :	**7,133.55**
171514	4/25/2023	112433 RIGHTWAY HEALTHCARE, INC	INV12760	023-01442	CARE NAVIGATION COORDINATOR - FE	1,800.50
			INV12981	023-01442	CARE NAVIGATION COORDINATOR - M	1,794.00
					Total :	**3,594.50**
171515	4/25/2023	100387 RIVERA, ALEXANDER J.	040323		MGMT ANNUAL HEALTH BENEFIT	874.91
					Total :	**874.91**
171516	4/25/2023	111867 RJM DESIGN GROUP	35631	024-00795	DESIGN & ENGINEERING - AQUATIC &	14,142.15
			35632	024-00795	DESIGN & ENGINEERING - AQUATIC &	7,087.50

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171516	4/25/2023	111867 111867 RJM DESIGN GROUP	(Continued)		Total :	21,229.65
171517	4/25/2023	112493 RODRIGUEZ, DANIEL	CIT #31137076		REFUND - CITATION DISMISSED	51.95
					Total :	51.95
171518	4/25/2023	112327 SAMI'S REFEREES LLC	03/16-03/31/23		REFEREE SERVICES	1,100.00
			04/01-04/15/23		REFEREE SERVICES	300.00
					Total :	1,400.00
171519	4/25/2023	108654 SECTRAN SECURITY INC.	23040805		ARMORED TRANSPORTATION SERVICI	815.43
			23040806		ARMORED TRANSPORTATION SERVICI	243.52
					Total :	1,058.95
171520	4/25/2023	107006 SHAMROCK COMPANIES	2672794		SIGNS/SIGNALS SUPPLIES	152.94
					Total :	152.94
171521	4/25/2023	106050 SHEHATA, AMY	MARCH 2023		CHILD CARE PROVIDER	7,713.00
					Total :	7,713.00
171522	4/25/2023	119233 SHERWIN-WILLIAMS CO.	0553-0		STREET MAINT SUPPLIES	672.88
			2784-6		STREET MAINT SUPPLIES	375.20
					Total :	1,048.08
171523	4/25/2023	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8094167		2022 FORD INTRCPTR #1591741 INSPE	508.46
					Total :	508.46
171524	4/25/2023	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	MARCH 2023		CHILD CARE PROVIDER	11,366.00
					Total :	11,366.00
171525	4/25/2023	112400 SITEONE LANDSCAPE SUPPLY, LLC	127631412-001		PARK MAINT SUPPLIES	1,023.11
			127631412-002		PARK MAINT SUPPLIES	284.03
			127631412-003		PARK MAINT SUPPLIES	144.16
					Total :	1,451.30
171526	4/25/2023	119378 SMARDAN SUPPLY CO.	S3938333		BLDG MAINT SUPPLIES	128.64
			S3938436		BLDG MAINT SUPPLIES	56.97
			S3938542		PARK MAINT SUPPLIES	71.92
			S3939306		BLDG MAINT SUPPLIES	10.37

Bank code : usb

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
171526	4/25/2023	119378	119378 SMARDAN SUPPLY CO.	(Continued)		**Total :**	**267.90**
171527	4/25/2023	109531	SMILLIN, MAGE	MARCH 2023		CHILD CARE PROVIDER	9,289.00
						Total :	**9,289.00**
171528	4/25/2023	102027	SOUTH BAY ELECTRIC MOTORS, INC	28249		BUS AUTO PARTS	1,887.17
						Total :	**1,887.17**
171529	4/25/2023	619003	SOUTHERN CALIFORNIA EDISON	041323		LIGHT & POWER	84,761.65
						Total :	**84,761.65**
171530	4/25/2023	103202	SOUTHERN COUNTIES LUBRICANTS, LLC	180621		BUS AUTOMOTIVE FLUIDS	2,182.74
				180847		BUS AUTOMOTIVE FLUIDS	1,973.36
						Total :	**4,156.10**
171531	4/25/2023	108238	SPARKLETTS	14211220 032223		DRINKING WATER FILTRATION SYSTEM	42.99
						Total :	**42.99**
171532	4/25/2023	111778	SPCALA	2023-03	032-00109	ANIMAL SHELTER SERVICES	9,143.75
						Total :	**9,143.75**
171533	4/25/2023	104453	SPICERS PAPER, INC.	3068338	035-01206	PD OFFICE SUPPLIES	2,643.80
						Total :	**2,643.80**
171534	4/25/2023	109892	STANTEC CONSULTING SERVICES	1988838	037-09851	DESIGN CONSULTING SERVICES - CN(	1,015.56
						Total :	**1,015.56**
171535	4/25/2023	119010	STAPLES ADVANTAGE	3533406677		PW OFFICE SUPPLIES	203.40
				3533575066		PW OFFICE SUPPLIES	245.65
						Total :	**449.05**
171536	4/25/2023	112492	STRICKLAND, JACQUELINE	CIT #144134838/		REFUND - INTERCEPTED WRONG TAX	538.00
						Total :	**538.00**
171537	4/25/2023	119550	SWRCB	SW-0262271		ANNUAL PERMIT FEE	1,738.00
						Total :	**1,738.00**
171538	4/25/2023	110877	TAYLORING MINDS FAMILY CHILD, CARE	MARCH 2023		CHILD CARE PROVIDER	3,036.00

Bank code : usb

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
171538	4/25/2023	110877	110877 TAYLORING MINDS FAMILY CHILD, CARE (Continued)			**Total :**	**3,036.00**
171539	4/25/2023	107928	TELECOM LAW FIRM, P.C.	14591	032-00130	PROFESSIONAL SERVICES - EFR #2-23	2,598.00
						Total :	**2,598.00**
171540	4/25/2023	220479	THOMPSON, MARK	040323		MGMT ANNUAL HEALTH BENEFIT	378.39
						Total :	**378.39**
171541	4/25/2023	110238	TIREHUB, LLC	33211644		TIRES - GY ASSU ALL SEASON 205 55/1	303.63
				33542102		TIRES - GY EAGLE ENFORCER 255 60/	417.16
				33558696		TIRES - GY EAGLE RS A POLICE 245 55	1,335.69
				33562360		TIRES - GY EAGLE ENFORCER 255 60/	834.25
						Total :	**2,890.73**
171542	4/25/2023	220230	TORNERO, OSWALDO	GEPCO 2023		GEPCO LOAN	2,000.00
						Total :	**2,000.00**
171543	4/25/2023	106018	TRANE U.S. INC.	14039958		BUS FACILITY MAINT SUPPLIES	535.50
				14070776		BUS FACILITY MAINT SUPPLIES	100.93
				313069179		BUS FACILITY MAINT SUPPLIES	903.27
						Total :	**1,539.70**
171544	4/25/2023	105959	TRANSITTALENT.COM, LLC	1752301		RECRUITMENT AD - TRANSIT PLANNIN	135.00
						Total :	**135.00**
171545	4/25/2023	105556	TRIANGLE SPORTS, INC.	41638		REC SPORTS SUPPLIES	725.99
						Total :	**725.99**
171546	4/25/2023	111481	TRIO COMMUNITY MEALS, LLC	INV2230026619	034-00544	SENIOR FEEDING PROGRAM	5,279.97
				INV2230027041	034-00544	SENIOR FEEDING PROGRAM	5,929.70
						Total :	**11,209.67**
171547	4/25/2023	109900	U.S. BANK CORPORATE PAYMENT, SYSTEMS	RECREATION 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	6,830.93
				SANTIN 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	16,452.59
						Total :	**23,283.52**
171548	4/25/2023	109900	U.S. BANK CORPORATE PAYMENT, SYSTEMS	FINANCE 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	12,966.90
				GOLDMAN 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	84.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171548	4/25/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
			HR 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	948.20
			LEWIS 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	876.08
			PD TRAINING 01/23/23		CAL CARD STATEMENT 12/23-01/23/23	1,010.69
			PD TRAINING 02/22/23		CAL CARD STATEMENT 01/24-02/22/23	1,816.86
			PD TRAINING2 1/23/23		CAL CARD STATEMENT 12/23-01/23/23	4,860.99
			PD TRAINING3 1/23/23		CAL CARD STATEMENT 12/23-01/23/23	1,057.16
			PD TRAINING4 1/23/23		CAL CARD STATEMENT 12/23-01/23/23	1,163.38
			PD TRAINING4 2/22/23		CAL CARD STATEMENT 01/24-02/22/23	1,929.84
			PYNN 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	1,334.75
			ROMERO 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	870.56
			SANTOS 02/22/23		CAL CARD STATEMENT 01/24-02/22/23	2,678.09
					Total :	**31,597.50**
171549	4/25/2023	107274 U.S. TOW, INC.	01521	037-10046	TOWING SERVICES FOR BUS #R1	66.00
			02485	037-10146	TOWING SERVICES FOR BUS #734	115.00
			04370	037-10046	TOWING SERVICES FOR BUS #768	166.00
			04375	037-10046	TOWING SERVICES FOR BUS #761	115.00
			04376	037-10146	TOWING SERVICES FOR BUS #735	60.00
			04381	037-10146	TOWING SERVICES FOR BUS #2003	60.00
			04394	037-10046	TOWING SERVICES FOR BUS #724	60.00
			04396	037-10046	TOWING SERVICES FOR BUS #761	230.00
			04438	037-10146	TOWING SERVICES FOR BUS #2004	60.00
			04465	037-10146	TOWING SERVICES FOR BUS #733	115.00
			04466	037-10146	TOWING SERVICES FOR BUS #734	115.00
			04481	037-10146	TOWING SERVICES FOR BUS #2917	60.00
			04485	037-10146	TOWING SERVICES FOR BUS #775	113.00
			04680	037-10046	TOWING SERVICES FOR BUS #764	276.00
			04723	037-10046	TOWING SERVICES FOR BUS #739	60.00
			04733	037-10046	TOWING SERVICES FOR BUS #728	60.00
			04737	037-10046	TOWING SERVICES FOR BUS #632	72.00
			04747	037-10046	TOWING SERVICES FOR BUS #726	60.00
			04749	037-10046	TOWING SERVICES FOR BUS #739	60.00
			04756	037-10146	TOWING SERVICES FOR BUS #R1	48.00
			04760	037-10146	TOWING SERVICES FOR BUS #1602	115.00
			04769	037-10146	TOWING SERVICES FOR BUS #764	60.00
			04788	037-10146	TOWING SERVICES FOR BUS #2018	146.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171549	4/25/2023	107274 U.S. TOW, INC.	(Continued)			
			04793	037-10146	TOWING SERVICES FOR BUS #632	74.00
			04795	037-10146	TOWING SERVICES FOR BUS #720	60.00
			04796	037-10146	TOWING SERVICES FOR BUS #723	66.00
			04797	037-10146	TOWING SERVICES FOR BUS #2010	60.00
			04822	037-10146	TOWING SERVICES FOR BUS #2001	119.00
			04954	037-10146	TOWING SERVICES FOR BUS #723	60.00
			04955	037-10146	TOWING SERVICES FOR BUS #720	60.00
			04956	037-10146	TOWING SERVICES FOR BUS #762	60.00
			04973	037-10146	TOWING SERVICES FOR BUS #733	60.00
					Total :	**2,911.00**
171550	4/25/2023	105549 VALDEZ, MATILDE	MARCH 2023		CHILD CARE PROVIDER	12,795.00
					Total :	**12,795.00**
171551	4/25/2023	122050 VERIZON WIRELESS	9930558929		REC CELL PHONE SERVICE~	1,143.23
					Total :	**1,143.23**
171552	4/25/2023	122435 VISTA PAINT CORPORATION	2023-937418-00		STREET MAINT SUPPLIES	813.13
					Total :	**813.13**
171553	4/25/2023	108353 WALTERS WHOLESALE ELECTRIC CO	S122698717		BLDG MAINT SUPPLIES	1,661.57
			S122707278		BLDG MAINT SUPPLIES	128.73
			S122821404		GTRANS MAINT SUPPLIES	144.27
			S122855047		BLDG MAINT SUPPLIES	418.54
					Total :	**2,353.11**
171554	4/25/2023	101195 WASTE RESOURCES GARDENA	041823		WASTE COLLECTION	264,679.96
					Total :	**264,679.96**
171555	4/25/2023	104107 WAXIE SANITARY SUPPLY	81599007		BUS WASH SUPPLIES	504.64
					Total :	**504.64**
171556	4/25/2023	100107 WAYNE ELECTRIC CO.	209213		GTRANS AUTO PARTS	148.45
					Total :	**148.45**
171557	4/25/2023	112488 WESTLAKE INVESTIGATION AGENCY, INC.	50822		REFUND-CIVIL SUBPOENA FEE	275.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171557	4/25/2023	112488 112488 WESTLAKE INVESTIGATION AGENCY, IN((Continued)			**Total :**	**275.00**
171558	4/25/2023	109342 WHITMAN ELECTRIC	032023	024-00932	EMERGENCY TRAFFIC SIGNAL REPAIF	5,107.40
					Total :	**5,107.40**
171559	4/25/2023	123050 WILLIAMS SCOTSMAN, INC.	9017220847	035-01178	MODULAR BUILDING RENTAL CPX-804	2,766.10
					Total :	**2,766.10**
171560	4/25/2023	125001 YAMADA COMPANY, INC.	82868		BLDG MAINT SUPPLIES	271.47
			82877		PW MAINT SUPPLIES	92.94
			82918		BLDG MAINT SUPPLIES	32.84
			82940		STREET MAINT SUPPLIES	280.31
					Total :	**677.56**
171561	4/25/2023	112411 YESSMAN, DAN	PERMIT #50021-0854		PERMIT DEPOSIT REFUND - 1934 W 15	5,000.00
					Total :	**5,000.00**
171562	4/25/2023	107051 ZAVALETA, MARITZA	MARCH 2023		CHILD CARE PROVIDER	7,359.00
					Total :	**7,359.00**
171563	4/25/2023	126122 ZEP SALES & SERVICE	9008427394		BUS SHOP SUPPLIES	334.92
					Total :	**334.92**

222 Vouchers for bank code : usb **Bank total : 3,656,653.51**

222 Vouchers in this report **Total vouchers : 3,656,653.51**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 25 inclusive of the check register are accurate and funds are available for payment thereof.

By: _____
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 25 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____

_____ 04/25/2023
Mayor Date

_____ _____
Councilmember Date

_____ _____
Councilmember Date

Acknowledged:

_____ _____
Councilmember Date

_____ _____
Councilmember Date

CITY OF GARDENA

INVESTMENT REPORT

March 2023

Prepared by Danny Rodriguez, Deputy City Treasurer
Reviewed by Ray Beeman, Director of Administrative Services

City of Gardena Consolidated - Account #10647

MONTHLY ACCOUNT STATEMENT

MARCH 1, 2023 THROUGH MARCH 31, 2023

Chandler Team:
For questions about your account, please call (800) 317-4747,
or contact **operations@chandlerasset.com**

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

City of Gardena Consolidated

Account #10647

Portfolio Summary

As of March 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.62
Average Coupon	3.19%
Average Purchase YTM	3.21%
Average Market YTM	4.20%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	0.72 yrs
Average Life	0.66 yrs

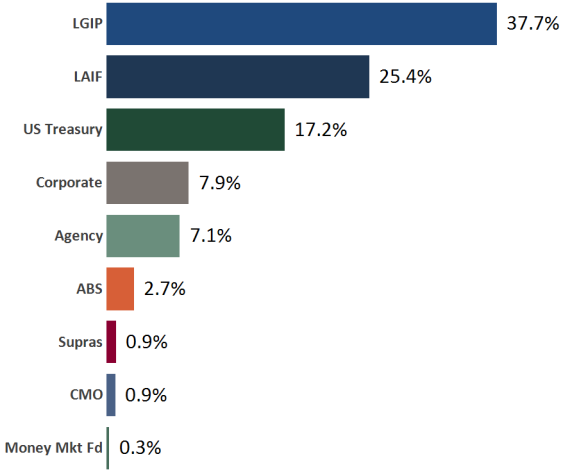
ACCOUNT SUMMARY

	Beg. Values as of 2/28/23	End Values as of 3/31/23
Market Value	74,922,377	83,530,403
Accrued Interest	307,596	315,303
Total Market Value	**75,229,973**	**83,845,705**
Income Earned	131,976	129,358
Cont/WD		
Par	70,463,590	78,630,554
Book Value	76,463,907	84,658,228
Cost Value	76,635,385	84,828,516

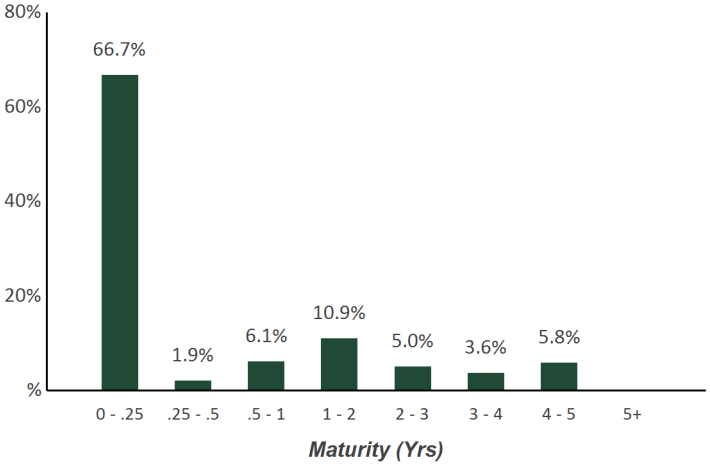
TOP ISSUERS

CAMP	29.9%
Local Agency Investment Fund	25.4%
Government of United States	17.2%
CalTrust	7.8%
Federal Home Loan Mortgage Corp	2.9%
Federal Home Loan Bank	2.3%
Federal National Mortgage Assoc	1.4%
Federal Farm Credit Bank	1.3%
Total	**88.2%**

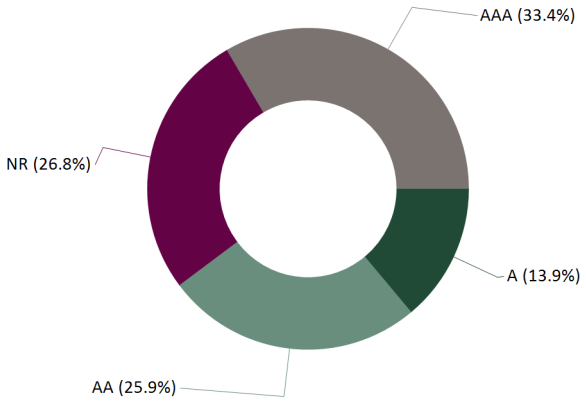
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of March 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	16,643.15	07/06/2020 0.70%	17,009.82 16,750.00	99.72 5.58%	16,596.90 12.28	0.02% (153.10)	Aaa / AAA NR	1.13 0.07
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,945.76	10/16/2019 1.94%	2,945.60 2,945.72	99.86 6.61%	2,941.64 2.53	0.00% (4.08)	Aaa / AAA NR	1.29 0.03
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	30,470.02	09/22/2020 0.38%	30,465.54 30,469.12	98.22 5.37%	29,927.53 4.07	0.04% (541.59)	NR / AAA AAA	1.55 0.35
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	73,008.32	06/22/2021 0.40%	73,002.81 73,006.61	97.75 5.76%	71,365.19 12.98	0.09% (1,641.42)	NR / AAA AAA	1.63 0.42
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	35,739.72	09/08/2021 0.34%	35,736.03 35,738.53	98.01 5.83%	35,027.61 1.97	0.04% (710.92)	Aaa / NR AAA	1.74 0.36
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	23,366.74	10/06/2020 0.36%	23,362.39 23,364.91	98.39 5.80%	22,991.42 3.63	0.03% (373.49)	NR / AAA AAA	1.80 0.29
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	39,471.51	08/04/2020 0.48%	39,463.22 39,468.04	98.86 5.33%	39,021.06 5.67	0.05% (446.98)	Aaa / NR AAA	1.90 0.23
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	85,000.00	01/11/2022 1.11%	84,987.29 84,994.27	97.50 5.66%	82,877.81 15.58	0.10% (2,116.46)	NR / AAA AAA	1.99 0.55
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	43,943.56	02/17/2021 0.27%	43,942.76 43,943.31	97.27 5.87%	42,744.43 3.30	0.05% (1,198.88)	Aaa / NR AAA	2.06 0.48
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	42,415.91	03/02/2021 0.37%	42,407.77 42,412.42	96.78 5.63%	41,050.03 6.79	0.05% (1,362.39)	Aaa / NR AAA	2.46 0.61
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	40,000.00	02/07/2023 5.22%	39,999.05 39,999.11	100.29 5.02%	40,116.60 34.40	0.05% 117.49	Aaa / AAA NR	2.66 1.51
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	85,000.00	11/16/2021 0.89%	84,982.08 84,989.54	95.51 5.26%	81,183.33 20.78	0.10% (3,806.21)	Aaa / NR AAA	2.81 1.03
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	70,000.00	07/13/2021 0.52%	69,993.76 69,996.66	95.67 5.59%	66,966.55 16.18	0.08% (3,030.11)	Aaa / NR AAA	2.96 0.86
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	65,000.00	11/09/2021 0.71%	64,998.62 64,999.20	95.33 5.42%	61,964.57 20.51	0.07% (3,034.63)	NR / AAA AAA	3.04 1.00

Holdings Report

As of March 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	165,000.00	02/15/2022 1.89%	164,975.18 164,983.66	95.88 4.95%	158,195.73 137.87	0.19% (6,787.93)	Aaa / AAA NR	3.13 1.36
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	105,000.00	08/15/2022 3.76%	104,993.74 104,994.97	98.17 4.83%	103,076.09 141.43	0.12% (1,918.88)	NR / AAA AAA	3.31 1.72
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	300,000.00	01/05/2023 5.44%	292,136.72 292,854.75	97.71 4.90%	293,142.90 160.50	0.35% 288.15	Aaa / AAA NR	3.41 1.38
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	115,000.00	04/07/2022 2.95%	114,997.31 114,998.11	97.02 4.97%	111,573.58 149.76	0.13% (3,424.53)	Aaa / AAA NR	3.46 1.48
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	130,000.00	03/10/2022 2.34%	129,971.24 129,979.81	96.65 5.05%	125,649.03 134.04	0.15% (4,330.78)	Aaa / NR AAA	3.47 1.24
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	135,000.00	07/12/2022 3.77%	134,987.11 134,989.63	98.07 4.89%	132,398.28 224.40	0.16% (2,591.35)	Aaa / NR AAA	3.88 1.72
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	90,000.00	07/06/2022 3.67%	89,999.38 89,999.52	98.00 4.83%	88,199.38 136.50	0.11% (1,800.14)	Aaa / NR AAA	4.05 1.73
43815JAC7	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	70,000.00	02/16/2023 5.10%	69,986.99 69,987.40	100.69 4.78%	70,480.06 98.00	0.08% 492.66	Aaa / NR AAA	4.06 2.19
02582JJT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	185,000.00	05/17/2022 3.42%	184,959.08 184,970.83	97.66 4.60%	180,665.45 278.73	0.22% (4,305.38)	NR / AAA AAA	4.13 1.99
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	220,000.00	10/12/2022 5.15%	219,982.93 219,985.03	100.81 4.74%	221,785.74 497.69	0.27% 1,800.71	Aaa / NR AAA	4.21 1.98
58770AAC7	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	105,000.00	01/18/2023 4.56%	104,987.40 104,988.06	99.86 4.62%	104,858.15 210.47	0.13% (129.91)	NR / AAA AAA	4.63 2.08
Total ABS		**2,273,004.69**	**3.08%**	**2,265,273.82 2,265,809.21**	**5.03%**	**2,224,799.06 2,330.06**	**2.66% (41,010.15)**	**Aaa / AAA AAA**	**3.33 1.39**
AGENCY									
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	305,000.00	05/05/2020 0.39%	304,871.90 304,996.02	99.64 4.23%	303,892.55 463.85	0.36% (1,103.47)	Aaa / AA+ AAA	0.10 0.09
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	245,000.00	05/20/2020 0.35%	244,262.55 244,965.65	99.40 4.48%	243,541.27 219.48	0.29% (1,424.38)	Aaa / AA+ AAA	0.14 0.14

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AGENCY									
3137EAES4	FHLMC Note 0.25% Due 6/26/2023	300,000.00	06/24/2020 0.35%	299,124.00 299,931.20	99.00 4.55%	296,985.90 197.92	0.35% (2,945.30)	NR / AA+ AAA	0.24 0.23
3135G05G4	FNMA Note 0.25% Due 7/10/2023	250,000.00	07/08/2020 0.32%	249,462.50 249,950.91	98.85 4.49%	247,115.75 140.63	0.29% (2,835.16)	Aaa / AA+ AAA	0.28 0.27
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	300,000.00	08/19/2020 0.28%	299,694.00 299,959.59	98.22 4.81%	294,670.20 77.08	0.35% (5,289.39)	Aaa / AA+ AAA	0.40 0.39
3137EAEW5	FHLMC Note 0.25% Due 9/8/2023	300,000.00	09/11/2020 0.24%	300,093.00 300,013.66	98.02 4.89%	294,054.90 47.92	0.35% (5,958.76)	Aaa / AA+ AAA	0.44 0.43
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 351,892.97	99.10 4.93%	346,839.15 531.08	0.41% (5,053.82)	Aaa / AA+ AAA	0.45 0.44
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	225,000.00	10/14/2020 0.25%	224,160.75 224,848.25	97.54 4.78%	219,467.25 128.91	0.26% (5,381.00)	Aaa / AA+ AAA	0.55 0.53
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	335,000.00	11/03/2020 0.28%	334,698.50 334,939.76	97.29 4.91%	325,922.51 337.33	0.39% (9,017.25)	Aaa / AA+ AAA	0.60 0.58
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 353,814.65	99.01 4.85%	346,538.15 3,707.81	0.42% (7,276.50)	Aaa / AA+ AAA	0.69 0.66
3130AT3H8	FHLB Note 3.375% Due 3/8/2024	700,000.00	08/25/2022 3.46%	699,160.00 699,487.00	98.75 4.75%	691,275.20 1,509.38	0.83% (8,211.80)	Aaa / AA+ NR	0.94 0.91
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	155,000.00	03/24/2020 0.99%	167,010.95 158,427.25	98.11 4.50%	152,071.59 1,324.50	0.18% (6,355.66)	Aaa / AA+ NR	1.21 1.16
3133ENKS8	FFCB Note 1.125% Due 1/6/2025	750,000.00	Various 1.60%	740,054.10 743,907.71	94.37 4.48%	707,777.26 1,992.19	0.85% (36,130.45)	Aaa / AA+ AAA	1.77 1.71
3133ENPG9	FFCB Note 1.75% Due 2/14/2025	415,000.00	02/10/2022 1.84%	413,891.95 414,306.84	95.71 4.16%	397,187.37 948.16	0.47% (17,119.47)	Aaa / AA+ AAA	1.88 1.81
3135G06G3	FNMA Note 0.5% Due 11/7/2025	350,000.00	11/18/2020 0.52%	349,639.50 349,811.01	91.49 3.98%	320,218.15 700.00	0.38% (29,592.86)	Aaa / AA+ AAA	2.61 2.53
3130ATS57	FHLB Note 4.5% Due 3/10/2028	700,000.00	03/21/2023 3.99%	715,799.00 715,711.95	103.16 3.79%	722,148.70 1,837.50	0.86% 6,436.75	Aaa / AA+ AAA	4.95 4.40
Total Agency		**6,030,000.00**	**1.56%**	**6,081,406.20 6,046,964.42**	**4.49%**	**5,909,705.90 14,163.74**	**7.07% (137,258.52)**	**Aaa / AA+ AAA**	**1.42 1.33**

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CMO									
3137B4GY6	FHLMC K032 A2 3.31% Due 5/25/2023	241,213.78	07/23/2019 2.21%	250,758.68 241,582.20	99.56 5.01%	240,143.51 133.07	0.29% (1,438.69)	NR / NR AAA	0.15 0.13
3137BNGT5	FHLMC K054 A2 2.745% Due 1/25/2026	500,000.00	02/15/2023 4.92%	474,785.16 475,726.19	95.73 4.41%	478,669.50 1,143.75	0.57% 2,943.31	NR / AAA NR	2.82 2.53
Total CMO		**741,213.78**	**4.01%**	**725,543.84** **717,308.39**	**4.61%**	**718,813.01** **1,276.82**	**0.86%** **1,504.62**	**NR / AAA** **AAA**	**1.93** **1.73**
CORPORATE									
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	03/11/2019 2.79%	196,968.00 199,935.83	99.82 4.44%	199,631.80 1,973.33	0.24% (304.03)	Aaa / AA+ NR	0.09 0.09
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00 250,371.94	99.36 5.45%	248,394.00 1,581.94	0.30% (1,977.94)	A1 / AA- AA-	0.32 0.31
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	04/11/2019 2.90%	194,298.00 199,506.83	98.85 5.31%	197,700.00 550.00	0.24% (1,806.83)	A1 / A AA-	0.38 0.37
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	03/05/2020 1.06%	213,320.00 202,426.25	98.51 4.67%	197,020.80 878.47	0.24% (5,405.45)	Aaa / AAA NR	0.85 0.82
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	Various 1.53%	523,124.00 507,931.49	97.92 5.54%	489,610.50 902.78	0.59% (18,320.99)	A1 / A AA-	0.95 0.91
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	245,000.00	Various 0.58%	246,097.00 245,355.53	95.19 5.96%	233,213.54 66.36	0.28% (12,141.99)	A2 / A A	0.97 0.93
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	05/10/2021 0.50%	129,810.20 129,929.52	95.84 4.31%	124,594.34 225.88	0.15% (5,335.18)	A1 / AA AA-	1.12 1.09
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	500,000.00	11/24/2021 1.07%	493,760.00 497,151.00	95.38 4.83%	476,884.00 1,038.89	0.57% (20,267.00)	A3 / A+ A	1.13 1.09
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	500,000.00	Various 0.66%	497,344.65 498,844.35	95.45 4.64%	477,242.00 837.51	0.57% (21,602.35)	A2 / A A	1.13 1.10
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	300,000.00	12/06/2021 1.07%	295,710.00 297,936.34	95.16 4.64%	285,492.00 429.17	0.34% (12,444.34)	A1 / A+ A+	1.22 1.18

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CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	06/29/2021 0.64%	34,982.15 34,992.35	94.98 4.68%	33,242.58 46.18	0.04% (1,749.77)	A2 / A+ NR	1.29 1.25
69371RR40	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	08/03/2021 0.52%	79,956.80 79,980.45	94.35 4.85%	75,483.04 57.78	0.09% (4,497.41)	A1 / A+ NR	1.36 1.32
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	500,000.00	Various 0.88%	524,067.75 510,704.94	95.64 5.15%	478,199.50 4,687.51	0.58% (32,505.44)	A1 / A AA-	1.59 1.51
69371RR57	Paccar Financial Corp Note 0.9% Due 11/8/2024	175,000.00	11/02/2021 0.90%	174,989.50 174,994.38	94.36 4.59%	165,128.43 625.63	0.20% (9,865.95)	A1 / A+ NR	1.61 1.55
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	Various 1.01%	531,052.10 509,951.23	97.86 5.63%	489,291.50 1,341.67	0.59% (20,659.73)	A1 / A- AA-	1.92 0.89
24422EWB1	John Deere Capital Corp Note 2.125% Due 3/7/2025	130,000.00	03/02/2022 2.14%	129,944.10 129,963.99	95.46 4.61%	124,099.17 184.17	0.15% (5,864.82)	A2 / A A+	1.94 1.86
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	280,000.00	04/19/2022 3.35%	279,960.80 279,972.97	96.30 5.26%	269,647.56 4,064.67	0.33% (10,325.41)	A1 / A AA-	2.07 1.93
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	95,000.00	04/27/2022 3.46%	94,974.35 94,981.83	97.36 4.72%	92,495.42 965.04	0.11% (2,486.41)	A2 / A- A	2.21 2.07
931142EW9	Wal-Mart Stores Note 3.9% Due 9/9/2025	80,000.00	09/06/2022 3.92%	79,944.00 79,954.42	99.70 4.03%	79,757.52 190.67	0.10% (196.90)	Aa2 / AA AA	2.45 2.30
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	110,000.00	09/12/2022 4.01%	109,960.40 109,967.44	99.27 4.32%	109,195.02 195.56	0.13% (772.42)	A2 / A A	2.46 2.31
023135CN4	Amazon.com Inc Note 4.6% Due 12/1/2025	395,000.00	11/29/2022 4.60%	394,976.30 394,978.92	100.82 4.27%	398,222.41 6,056.67	0.48% 3,243.49	A1 / AA AA-	2.67 2.45
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	90,000.00	02/02/2022 1.75%	90,000.00 90,000.00	93.89 5.25%	84,497.04 240.08	0.10% (5,502.96)	A1 / A AA-	2.86 1.78
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	175,000.00	07/18/2022 4.68%	175,000.00 175,000.00	98.68 5.29%	172,693.85 1,683.14	0.21% (2,306.15)	A1 / A- A+	3.30 2.13
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	40,000.00	09/08/2021 1.09%	39,924.40 39,947.63	90.15 4.13%	36,058.56 16.33	0.04% (3,889.07)	Aa2 / AA AA	3.47 3.33

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CORPORATE									
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	450,000.00	10/05/2022 4.71%	436,909.50 438,284.16	97.97 4.55%	440,844.30 7,050.00	0.53% 2,560.14	A2 / A+ A+	4.11 3.68
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	225,000.00	09/27/2022 4.70%	217,588.50 218,343.60	99.88 3.98%	224,724.60 543.13	0.27% 6,381.00	Aa2 / AA AA	4.45 3.96
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	400,000.00	02/13/2023 4.44%	408,972.00 408,747.08	103.29 4.18%	413,159.60 2,530.00	0.50% 4,412.52	A2 / A A	4.88 4.22
Total Corporate		**6,785,000.00**	**2.27%**	**6,850,329.50 6,800,154.47**	**4.87%**	**6,616,523.08 38,962.56**	**7.94% (183,631.39)**	**A1 / A+ A+**	**1.97 1.71**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	21,069,322.79	Various 2.88%	21,069,322.79 21,069,322.79	1.00 2.88%	21,069,322.79 213,650.42	25.38% 0.00	NR / NR NR	0.00 0.00
Total LAIF		**21,069,322.79**	**2.88%**	**21,069,322.79 21,069,322.79**	**2.88%**	**21,069,322.79 213,650.42**	**25.38% 0.00**	**NR / NR NR**	**0.00 0.00**
LOCAL GOV INVESTMENT POOL									
09CATR$05	CalTrust Medium Term Fund	666,985.88	Various 4.39%	6,705,758.26 6,705,758.26	9.78 4.39%	6,523,121.88 0.00	7.78% (182,636.38)	NR / A+ NR	0.00 0.00
90CAMP$00	California Asset Mgmt Program CAMP	25,072,669.77	03/31/2023 4.92%	25,072,669.77 25,072,669.77	1.00 4.92%	25,072,669.77 0.00	29.90% 0.00	NR / AAA NR	0.00 0.00
Total Local Gov Investment Pool		**25,739,655.65**	**4.81%**	**31,778,428.03 31,778,428.03**	**4.81%**	**31,595,791.65 0.00**	**37.68% (182,636.38)**	**NR / AAA NR**	**0.00 0.00**
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	222,356.70	Various 4.32%	222,356.70 222,356.70	1.00 4.32%	222,356.70 0.00	0.27% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**222,356.70**	**4.32%**	**222,356.70 222,356.70**	**4.32%**	**222,356.70 0.00**	**0.27% 0.00**	**Aaa / AAA AAA**	**0.00 0.00**

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SUPRANATIONAL									
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	11/17/2020 0.32%	164,645.25 164,923.22	97.16 4.75%	160,320.60 145.52	0.19% (4,602.62)	Aaa / AAA AAA	0.65 0.63
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	01/26/2021 0.26%	240,736.50 229,847.28	98.01 4.63%	220,525.20 187.50	0.26% (9,322.08)	Aaa / AAA AAA	0.97 0.94
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	260,000.00	09/15/2021 0.52%	259,807.60 259,905.03	94.54 4.36%	245,800.10 28.89	0.29% (14,104.93)	Aaa / AAA NR	1.48 1.44
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	160,000.00	07/12/2021 0.54%	164,304.00 162,039.88	95.56 4.38%	152,894.88 1,008.33	0.18% (9,145.00)	Aaa / AAA NR	1.55 1.49
Total Supranational		**810,000.00**	**0.41%**	**829,493.35** **816,715.41**	**4.52%**	**779,540.78** **1,370.24**	**0.93%** **(37,174.63)**	**Aaa / AAA** **AAA**	**1.18** **1.14**
US TREASURY									
912828VB3	US Treasury Note 1.75% Due 5/15/2023	750,000.00	Various 0.80%	761,337.89 750,860.93	99.65 4.54%	747,389.25 4,967.19	0.90% (3,471.68)	Aaa / AA+ AAA	0.12 0.12
912828ZU7	US Treasury Note 0.25% Due 6/15/2023	750,000.00	02/15/2022 1.36%	739,130.86 748,315.73	99.12 4.51%	743,385.75 551.17	0.89% (4,929.98)	Aaa / AA+ AAA	0.21 0.21
912828T26	US Treasury Note 1.375% Due 9/30/2023	750,000.00	Various 1.05%	750,579.29 751,231.85	98.38 4.69%	737,871.00 28.18	0.88% (13,360.85)	Aaa / AA+ AAA	0.50 0.49
912828V80	US Treasury Note 2.25% Due 1/31/2024	750,000.00	Various 0.83%	776,144.53 758,755.34	97.96 4.77%	734,677.50 2,796.96	0.88% (24,077.84)	Aaa / AA+ AAA	0.84 0.81
912828B66	US Treasury Note 2.75% Due 2/15/2024	750,000.00	02/15/2022 1.58%	767,255.86 757,574.59	98.32 4.72%	737,431.50 2,563.88	0.88% (20,143.09)	Aaa / AA+ AAA	0.88 0.85
912828W71	US Treasury Note 2.125% Due 3/31/2024	750,000.00	Various 0.67%	775,839.84 760,824.58	97.59 4.61%	731,953.50 43.55	0.87% (28,871.08)	Aaa / AA+ AAA	1.00 0.97
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	500,000.00	Various 0.37%	500,162.11 500,048.56	95.71 4.64%	478,574.00 865.39	0.57% (21,474.56)	Aaa / AA+ AAA	1.04 1.01
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	750,000.00	Various 1.10%	779,783.21 761,532.65	97.80 4.53%	733,476.75 7,096.00	0.88% (28,055.90)	Aaa / AA+ AAA	1.13 1.08
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	400,000.00	06/17/2021 0.43%	397,890.63 399,148.92	95.09 4.46%	380,375.20 293.96	0.45% (18,773.72)	Aaa / AA+ AAA	1.21 1.18
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 301,542.25	96.58 4.41%	289,734.30 870.17	0.35% (11,807.95)	Aaa / AA+ AAA	1.34 1.30

Holdings Report

As of March 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	400,000.00	08/25/2021 0.45%	399,109.38 399,587.93	94.71 4.37%	378,843.60 186.46	0.45% (20,744.33)	Aaa / AA+ AAA	1.38 1.35
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	750,000.00	11/18/2021 0.83%	748,125.00 748,980.08	94.54 4.27%	709,014.00 2,128.80	0.85% (39,966.08)	Aaa / AA+ AAA	1.63 1.58
912828Z52	US Treasury Note 1.375% Due 1/31/2025	750,000.00	02/17/2022 1.71%	742,822.27 745,532.23	95.17 4.13%	713,760.00 1,709.25	0.85% (31,772.23)	Aaa / AA+ AAA	1.84 1.78
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	350,000.00	03/25/2021 0.58%	348,906.26 349,454.25	93.27 4.04%	326,443.25 4.78	0.39% (23,011.00)	Aaa / AA+ AAA	2.00 1.95
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	365,000.00	02/25/2021 0.60%	359,653.32 362,280.24	92.27 4.01%	336,797.91 305.84	0.40% (25,482.33)	Aaa / AA+ AAA	2.17 2.12
9128284Z0	US Treasury Note 2.75% Due 8/31/2025	750,000.00	Various 0.98%	800,092.78 781,386.46	97.25 3.96%	729,345.76 1,793.48	0.87% (52,040.70)	Aaa / AA+ AAA	2.42 2.30
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	750,000.00	Various 0.88%	734,730.47 740,119.36	91.22 3.87%	684,141.00 942.65	0.82% (55,978.36)	Aaa / AA+ AAA	2.67 2.60
9128286L9	US Treasury Note 2.25% Due 3/31/2026	750,000.00	02/25/2022 1.91%	760,078.13 757,396.48	95.64 3.80%	717,275.25 46.11	0.86% (40,121.23)	Aaa / AA+ AAA	3.00 2.86
912828R36	US Treasury Note 1.625% Due 5/15/2026	250,000.00	10/14/2021 0.99%	257,148.44 254,871.02	93.63 3.81%	234,072.25 1,537.47	0.28% (20,798.77)	Aaa / AA+ AAA	3.13 2.98
912828YG9	US Treasury Note 1.625% Due 9/30/2026	300,000.00	12/28/2021 1.24%	305,296.88 303,899.43	93.07 3.76%	279,222.60 13.32	0.33% (24,676.83)	Aaa / AA+ AAA	3.50 3.35
912828U24	US Treasury Note 2% Due 11/15/2026	625,000.00	03/29/2022 2.56%	609,912.11 613,186.66	94.05 3.77%	587,793.12 4,730.66	0.71% (25,393.54)	Aaa / AA+ AAA	3.63 3.42
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	750,000.00	Various 2.90%	736,449.21 738,753.00	95.51 3.72%	716,308.50 51.23	0.85% (22,444.50)	Aaa / AA+ AAA	4.00 3.76
912828X88	US Treasury Note 2.375% Due 5/15/2027	350,000.00	06/09/2022 3.09%	338,666.02 340,523.53	94.98 3.70%	332,431.75 3,145.89	0.40% (8,091.78)	Aaa / AA+ AAA	4.13 3.84
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	570,000.00	10/26/2022 4.19%	568,419.14 568,556.22	101.88 3.67%	580,731.96 64.24	0.69% 12,175.74	Aaa / AA+ AAA	4.50 4.08
9128283F5	US Treasury Note 2.25% Due 11/15/2027	800,000.00	12/20/2022 3.84%	743,625.00 746,805.94	94.06 3.66%	752,500.00 6,812.15	0.91% 5,694.06	Aaa / AA+ AAA	4.63 4.29

Holdings Report

As of March 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
				15,006,361.76		14,393,549.70	17.22%	Aaa / AA+	2.02
Total US Treasury		14,960,000.00	1.50%	14,941,168.23	4.21%	43,548.78	(547,618.53)	AAA	1.92
				84,828,515.99		83,530,402.67	100.00%	Aa1 / AA+	0.72
TOTAL PORTFOLIO		78,630,553.61	3.21%	84,658,227.65	4.20%	315,302.62	(1,127,824.98)	AAA	0.62
TOTAL MARKET VALUE PLUS ACCRUED						83,845,705.29			

Transaction Ledger

As of March 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	03/01/2023	31846V203	8,050.00	First American Govt Obligation Fund Class Y	1.000	4.06%	8,050.00	0.00	8,050.00	0.00
Purchase	03/01/2023	31846V203	2,021.34	First American Govt Obligation Fund Class Y	1.000	4.06%	2,021.34	0.00	2,021.34	0.00
Purchase	03/07/2023	31846V203	1,381.25	First American Govt Obligation Fund Class Y	1.000	4.06%	1,381.25	0.00	1,381.25	0.00
Purchase	03/08/2023	31846V203	13,106.25	First American Govt Obligation Fund Class Y	1.000	4.06%	13,106.25	0.00	13,106.25	0.00
Purchase	03/09/2023	31846V203	6,003.75	First American Govt Obligation Fund Class Y	1.000	4.06%	6,003.75	0.00	6,003.75	0.00
Purchase	03/10/2023	31846V203	350,000.00	First American Govt Obligation Fund Class Y	1.000	4.06%	350,000.00	0.00	350,000.00	0.00
Purchase	03/10/2023	31846V203	4,812.50	First American Govt Obligation Fund Class Y	1.000	4.06%	4,812.50	0.00	4,812.50	0.00
Purchase	03/11/2023	31846V203	8,125.00	First American Govt Obligation Fund Class Y	1.000	4.06%	8,125.00	0.00	8,125.00	0.00
Purchase	03/12/2023	31846V203	5,031.25	First American Govt Obligation Fund Class Y	1.000	4.06%	5,031.25	0.00	5,031.25	0.00
Purchase	03/15/2023	31846V203	325,000.00	First American Govt Obligation Fund Class Y	1.000	4.06%	325,000.00	0.00	325,000.00	0.00
Purchase	03/15/2023	31846V203	2,963.61	First American Govt Obligation Fund Class Y	1.000	4.06%	2,963.61	0.00	2,963.61	0.00
Purchase	03/15/2023	31846V203	933.17	First American Govt Obligation Fund Class Y	1.000	4.06%	933.17	0.00	933.17	0.00
Purchase	03/15/2023	31846V203	420.75	First American Govt Obligation Fund Class Y	1.000	4.06%	420.75	0.00	420.75	0.00
Purchase	03/15/2023	31846V203	30.33	First American Govt Obligation Fund Class Y	1.000	4.06%	30.33	0.00	30.33	0.00
Purchase	03/15/2023	31846V203	251.33	First American Govt Obligation Fund Class Y	1.000	4.06%	251.33	0.00	251.33	0.00
Purchase	03/15/2023	31846V203	258.50	First American Govt Obligation Fund Class Y	1.000	4.06%	258.50	0.00	258.50	0.00

Transaction Ledger

As of March 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	03/15/2023	31846V203	522.63	First American Govt Obligation Fund Class Y	1.000	4.06%	522.63	0.00	522.63	0.00
Purchase	03/15/2023	31846V203	38.46	First American Govt Obligation Fund Class Y	1.000	4.06%	38.46	0.00	38.46	0.00
Purchase	03/15/2023	31846V203	280.79	First American Govt Obligation Fund Class Y	1.000	4.06%	280.79	0.00	280.79	0.00
Purchase	03/15/2023	31846V203	394.62	First American Govt Obligation Fund Class Y	1.000	4.06%	394.62	0.00	394.62	0.00
Purchase	03/15/2023	31846V203	2,595.59	First American Govt Obligation Fund Class Y	1.000	4.06%	2,595.59	0.00	2,595.59	0.00
Purchase	03/15/2023	31846V203	5,315.39	First American Govt Obligation Fund Class Y	1.000	4.06%	5,315.39	0.00	5,315.39	0.00
Purchase	03/15/2023	31846V203	3,590.50	First American Govt Obligation Fund Class Y	1.000	4.06%	3,590.50	0.00	3,590.50	0.00
Purchase	03/15/2023	31846V203	8,087.08	First American Govt Obligation Fund Class Y	1.000	4.06%	8,087.08	0.00	8,087.08	0.00
Purchase	03/15/2023	31846V203	3,142.54	First American Govt Obligation Fund Class Y	1.000	4.06%	3,142.54	0.00	3,142.54	0.00
Purchase	03/16/2023	31846V203	273.00	First American Govt Obligation Fund Class Y	1.000	4.06%	273.00	0.00	273.00	0.00
Purchase	03/17/2023	31846V203	210.00	First American Govt Obligation Fund Class Y	1.000	4.06%	210.00	0.00	210.00	0.00
Purchase	03/18/2023	31846V203	918.75	First American Govt Obligation Fund Class Y	1.000	4.06%	918.75	0.00	918.75	0.00
Purchase	03/19/2023	31846V203	2,812.50	First American Govt Obligation Fund Class Y	1.000	4.06%	2,812.50	0.00	2,812.50	0.00
Purchase	03/20/2023	31846V203	326.37	First American Govt Obligation Fund Class Y	1.000	4.06%	326.37	0.00	326.37	0.00
Purchase	03/20/2023	31846V203	3,900.86	First American Govt Obligation Fund Class Y	1.000	4.06%	3,900.86	0.00	3,900.86	0.00
Purchase	03/20/2023	31846V203	8,221.07	First American Govt Obligation Fund Class Y	1.000	4.06%	8,221.07	0.00	8,221.07	0.00

Transaction Ledger

As of March 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	03/21/2023	31846V203	62.33	First American Govt Obligation Fund Class Y	1.000	4.06%	62.33	0.00	62.33	0.00
Purchase	03/21/2023	31846V203	264.60	First American Govt Obligation Fund Class Y	1.000	4.06%	264.60	0.00	264.60	0.00
Purchase	03/21/2023	31846V203	3,882.79	First American Govt Obligation Fund Class Y	1.000	4.06%	3,882.79	0.00	3,882.79	0.00
Purchase	03/22/2023	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	102.257	3.99%	715,799.00	1,050.00	716,849.00	0.00
Purchase	03/23/2023	31846V203	650.00	First American Govt Obligation Fund Class Y	1.000	4.06%	650.00	0.00	650.00	0.00
Purchase	03/27/2023	31846V203	4,210.86	First American Govt Obligation Fund Class Y	1.000	4.06%	4,210.86	0.00	4,210.86	0.00
Purchase	03/27/2023	31846V203	16,128.70	First American Govt Obligation Fund Class Y	1.000	4.06%	16,128.70	0.00	16,128.70	0.00
Purchase	03/27/2023	31846V203	1,143.75	First American Govt Obligation Fund Class Y	1.000	4.06%	1,143.75	0.00	1,143.75	0.00
Purchase	03/27/2023	31846V203	229.33	First American Govt Obligation Fund Class Y	1.000	4.06%	229.33	0.00	229.33	0.00
Purchase	03/27/2023	31846V203	77.92	First American Govt Obligation Fund Class Y	1.000	4.06%	77.92	0.00	77.92	0.00
Purchase	03/27/2023	31846V203	802.50	First American Govt Obligation Fund Class Y	1.000	4.06%	802.50	0.00	802.50	0.00
Purchase	03/31/2023	09CATR$05	1,888.82	CalTrust Medium Term Fund	9.780	4.39%	18,472.67	0.00	18,472.67	0.00
Purchase	03/31/2023	31846V203	46,006.25	First American Govt Obligation Fund Class Y	1.000	4.32%	46,006.25	0.00	46,006.25	0.00
Subtotal			**1,544,367.03**				**1,576,749.88**	**1,050.00**	**1,577,799.88**	**0.00**
Security Contribution	03/31/2023	90CAMP$00	25,072,669.77	California Asset Mgmt Program CAMP	1.000		25,072,669.77	0.00	25,072,669.77	0.00
Subtotal			**25,072,669.77**				**25,072,669.77**	**0.00**	**25,072,669.77**	**0.00**
TOTAL ACQUISITIONS			**26,617,036.80**				**26,649,419.65**	**1,050.00**	**26,650,469.65**	**0.00**

Transaction Ledger

As of March 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	03/22/2023	31846V203	716,849.00	First American Govt Obligation Fund Class Y	1.000	4.06%	716,849.00	0.00	716,849.00	0.00
Subtotal			**716,849.00**				**716,849.00**	**0.00**	**716,849.00**	**0.00**
Paydown	03/15/2023	02582JJT8	0.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	100.000		0.00	522.63	522.63	0.00
Paydown	03/15/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	258.50	258.50	0.00
Paydown	03/15/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	251.33	251.33	0.00
Paydown	03/15/2023	47788UAC6	2,582.09	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		2,582.09	13.50	2,595.59	0.00
Paydown	03/15/2023	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	30.33	30.33	0.00
Paydown	03/15/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	420.75	420.75	0.00
Paydown	03/15/2023	47800BAC2	0.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	100.000		0.00	933.17	933.17	0.00
Paydown	03/15/2023	58769KAD6	5,289.29	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		5,289.29	26.10	5,315.39	0.00
Paydown	03/15/2023	58770AAC7	0.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	100.000		0.00	394.62	394.62	0.00
Paydown	03/15/2023	65479JAD5	3,580.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		3,580.00	10.50	3,590.50	0.00
Paydown	03/15/2023	89232HAC9	8,052.92	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		8,052.92	34.16	8,087.08	0.00
Paydown	03/15/2023	89236XAC0	3,134.81	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		3,134.81	7.73	3,142.54	0.00

Transaction Ledger

As of March 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	03/15/2023	89238FAD5	0.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	100.000		0.00	280.79	280.79	0.00
Paydown	03/15/2023	89238JAC9	0.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		0.00	38.46	38.46	0.00
Paydown	03/16/2023	36265WAD5	0.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	100.000		0.00	273.00	273.00	0.00
Paydown	03/20/2023	43813KAC6	3,890.27	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		3,890.27	10.59	3,900.86	0.00
Paydown	03/20/2023	43815PAC3	0.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	100.000		0.00	326.37	326.37	0.00
Paydown	03/20/2023	92290BAA9	8,202.40	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		8,202.40	18.67	8,221.07	0.00
Paydown	03/21/2023	43813GAC5	3,872.03	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		3,872.03	10.76	3,882.79	0.00
Paydown	03/21/2023	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	62.33	62.33	0.00
Paydown	03/21/2023	43815JAC7	0.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	100.000		0.00	264.60	264.60	0.00
Paydown	03/27/2023	05593AAC3	0.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	100.000		0.00	229.33	229.33	0.00
Paydown	03/27/2023	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	77.92	77.92	0.00
Paydown	03/27/2023	05602RAD3	0.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100.000		0.00	802.50	802.50	0.00
Paydown	03/27/2023	09690AAC7	4,199.88	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		4,199.88	10.98	4,210.86	0.00
Paydown	03/27/2023	3137B4GY6	15,420.82	FHLMC K032 A2Due 5/25/2023	100.000		15,420.82	707.88	16,128.70	0.00

Transaction Ledger

As of March 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	03/27/2023	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	100.000		0.00	1,143.75	1,143.75	0.00
Subtotal			**58,224.51**				**58,224.51**	**7,161.25**	**65,385.76**	**0.00**
Maturity	03/10/2023	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	100.000		350,000.00	0.00	350,000.00	0.00
Maturity	03/15/2023	912828ZD5	325,000.00	US Treasury Note 0.5% Due 3/15/2023	100.000		325,000.00	0.00	325,000.00	0.00
Subtotal			**675,000.00**				**675,000.00**	**0.00**	**675,000.00**	**0.00**
Security Withdrawal	03/09/2023	90LAIF$00	17,000,000.00	Local Agency Investment Fund State Pool	1.000		17,000,000.00	0.00	17,000,000.00	0.00
Subtotal			**17,000,000.00**				**17,000,000.00**	**0.00**	**17,000,000.00**	**0.00**
TOTAL DISPOSITIONS			**18,450,073.51**				**18,450,073.51**	**7,161.25**	**18,457,234.76**	**0.00**
OTHER TRANSACTIONS										
Interest	03/01/2023	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.000		8,050.00	0.00	8,050.00	0.00
Interest	03/07/2023	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.000		1,381.25	0.00	1,381.25	0.00
Interest	03/08/2023	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	0.000		12,731.25	0.00	12,731.25	0.00
Interest	03/08/2023	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	0.000		375.00	0.00	375.00	0.00
Interest	03/09/2023	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.000		1,560.00	0.00	1,560.00	0.00
Interest	03/09/2023	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.000		4,443.75	0.00	4,443.75	0.00
Interest	03/10/2023	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.000		4,812.50	0.00	4,812.50	0.00

Transaction Ledger

As of March 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	03/11/2023	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.000		8,125.00	0.00	8,125.00	0.00
Interest	03/12/2023	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.000		5,031.25	0.00	5,031.25	0.00
Interest	03/15/2023	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.000		2,151.11	0.00	2,151.11	0.00
Interest	03/15/2023	912828ZD5	325,000.00	US Treasury Note 0.5% Due 3/15/2023	0.000		812.50	0.00	812.50	0.00
Interest	03/17/2023	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.000		210.00	0.00	210.00	0.00
Interest	03/18/2023	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.000		918.75	0.00	918.75	0.00
Interest	03/19/2023	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.000		2,812.50	0.00	2,812.50	0.00
Interest	03/23/2023	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.000		650.00	0.00	650.00	0.00
Interest	03/31/2023	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.000		8,437.50	0.00	8,437.50	0.00
Interest	03/31/2023	912828T26	750,000.00	US Treasury Note 1.375% Due 9/30/2023	0.000		5,156.25	0.00	5,156.25	0.00
Interest	03/31/2023	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	0.000		7,968.75	0.00	7,968.75	0.00
Interest	03/31/2023	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.000		2,437.50	0.00	2,437.50	0.00
Interest	03/31/2023	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.000		875.00	0.00	875.00	0.00
Interest	03/31/2023	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.000		9,375.00	0.00	9,375.00	0.00
Interest	03/31/2023	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	0.000		11,756.25	0.00	11,756.25	0.00

Transaction Ledger

As of March 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Subtotal			**8,560,000.00**				**100,071.11**	**0.00**	**100,071.11**	**0.00**
Dividend	03/01/2023	31846V203	104,777.49	First American Govt Obligation Fund Class Y	0.000		2,021.34	0.00	2,021.34	0.00
Dividend	03/31/2023	09CATR$05	665,097.06	CalTrust Medium Term Fund	0.000		18,472.67	0.00	18,472.67	0.00
Subtotal			**769,874.55**				**20,494.01**	**0.00**	**20,494.01**	**0.00**
TOTAL OTHER TRANSACTIONS			**9,329,874.55**				**120,565.12**	**0.00**	**120,565.12**	**0.00**

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 130,000.00	129,924.15 0.00 0.00 129,929.52	177.13 0.00 225.88 48.75	5.37 0.00 5.37 54.12	54.12
023135CN4	Amazon.com Inc Note 4.6% Due 12/01/2025	11/29/2022 12/01/2022 395,000.00	394,978.25 0.00 0.00 394,978.92	4,542.50 0.00 6,056.67 1,514.17	0.67 0.00 0.67 1,514.84	1,514.84
02582JJT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 185,000.00	184,969.66 0.00 0.00 184,970.83	278.73 522.63 278.73 522.63	1.17 0.00 1.17 523.80	523.80
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	03/11/2019 03/13/2019 200,000.00	199,873.67 0.00 0.00 199,935.83	1,573.33 0.00 1,973.33 400.00	62.16 0.00 62.16 462.16	462.16
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	02/07/2023 02/15/2023 40,000.00	39,999.07 0.00 0.00 39,999.11	91.73 229.33 34.40 172.00	0.04 0.00 0.04 172.04	172.04
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 85,000.00	84,993.77 0.00 0.00 84,994.27	15.58 77.92 15.58 77.92	0.50 0.00 0.50 78.42	78.42
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 08/25/2026	01/05/2023 01/09/2023 300,000.00	292,583.30 0.00 0.00 292,854.75	160.50 802.50 160.50 802.50	271.45 0.00 271.45 1,073.95	1,073.95
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 08/16/2023	04/11/2019 04/15/2019 200,000.00	199,395.24 0.00 0.00 199,506.83	183.33 0.00 550.00 366.67	111.59 0.00 111.59 478.26	478.26
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 04/25/2025	04/19/2022 04/26/2022 280,000.00	279,971.86 0.00 0.00 279,972.97	3,283.00 0.00 4,064.67 781.67	1.11 0.00 1.11 782.78	782.78

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 35,739.72	39,938.12 0.00 4,199.88 35,738.53	2.20 10.98 1.97 10.75	0.29 0.00 0.29 11.04	11.04
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	Various Various 500,000.00	498,757.39 0.00 0.00 498,844.35	650.00 0.00 837.51 187.51	86.96 0.00 86.96 274.47	274.47
24422EWB1	John Deere Capital Corp Note 2.125% Due 03/07/2025	03/02/2022 03/07/2022 130,000.00	129,962.41 0.00 0.00 129,963.99	1,335.21 1,381.25 184.17 230.21	1.58 0.00 1.58 231.79	231.79
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	354,285.78 0.00 0.00 353,814.65	2,723.44 0.00 3,707.81 984.37	0.00 471.13 (471.13) 513.24	513.24
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	03/24/2020 03/25/2020 155,000.00	158,668.71 0.00 0.00 158,427.25	953.14 0.00 1,324.50 371.36	0.00 241.46 (241.46) 129.90	129.90
3130ADRG9	FHLB Note Due 03/10/2023	04/11/2019 04/12/2019 0.00	350,033.60 0.00 350,000.00 0.00	4,571.88 4,812.50 0.00 240.62	0.00 33.60 (33.60) 207.02	207.02
3130AT3H8	FHLB Note 3.375% Due 03/08/2024	08/25/2022 08/26/2022 700,000.00	699,440.50 0.00 0.00 699,487.00	12,271.88 12,731.25 1,509.38 1,968.75	46.50 0.00 46.50 2,015.25	2,015.25
3130ATS57	FHLB Note 4.5% Due 03/10/2028	03/21/2023 03/22/2023 700,000.00	0.00 715,799.00 0.00 715,711.95	0.00 (1,050.00) 1,837.50 787.50	0.00 87.05 (87.05) 700.45	700.45
3133ENKS8	FFCB Note 1.125% Due 01/06/2025	Various Various 750,000.00	743,615.36 0.00 0.00 743,907.71	1,289.07 0.00 1,992.19 703.12	292.35 0.00 292.35 995.47	995.47

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3133ENPG9	FFCB Note 1.75% Due 02/14/2025	02/10/2022 02/15/2022 415,000.00	414,275.47 0.00 0.00 414,306.84	342.95 0.00 948.16 605.21	31.37 0.00 31.37 636.58	636.58
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 245,000.00	244,944.78 0.00 0.00 244,965.65	168.44 0.00 219.48 51.04	20.87 0.00 20.87 71.91	71.91
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 250,000.00	249,935.70 0.00 0.00 249,950.91	88.54 0.00 140.63 52.09	15.21 0.00 15.21 67.30	67.30
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 350,000.00	349,804.85 0.00 0.00 349,811.01	554.17 0.00 700.00 145.83	6.16 0.00 6.16 151.99	151.99
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	352,250.79 0.00 0.00 351,892.97	4,723.78 5,031.25 531.08 838.55	0.00 357.82 (357.82) 480.73	480.73
3137B4GY6	FHLMC K032 A2 3.31% Due 05/25/2023	07/23/2019 07/26/2019 241,213.78	257,251.60 0.00 15,420.82 241,582.20	141.58 707.88 133.07 699.37	0.00 248.58 (248.58) 450.79	450.79
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	02/15/2023 02/21/2023 500,000.00	474,978.19 0.00 0.00 475,726.19	1,143.75 1,143.75 1,143.75 1,143.75	748.00 0.00 748.00 1,891.75	1,891.75
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 305,000.00	304,992.38 0.00 0.00 304,996.02	368.54 0.00 463.85 95.31	3.64 0.00 3.64 98.95	98.95
3137EAES4	FHLMC Note 0.25% Due 06/26/2023	06/24/2020 06/26/2020 300,000.00	299,906.40 0.00 0.00 299,931.20	135.42 0.00 197.92 62.50	24.80 0.00 24.80 87.30	87.30

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/19/2020 08/21/2020 300,000.00	299,950.95 0.00 0.00 299,959.59	14.58 0.00 77.08 62.50	8.64 0.00 8.64 71.14	71.14
3137EAEW5	FHLMC Note 0.25% Due 09/08/2023	09/11/2020 09/14/2020 300,000.00	300,016.31 0.00 0.00 300,013.66	360.42 375.00 47.92 62.50	0.00 2.65 (2.65) 59.85	59.85
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 225,000.00	224,824.49 0.00 0.00 224,848.25	105.47 0.00 128.91 23.44	23.76 0.00 23.76 47.20	47.20
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/03/2020 11/05/2020 335,000.00	334,931.23 0.00 0.00 334,939.76	267.53 0.00 337.33 69.80	8.53 0.00 8.53 78.33	78.33
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.64% Due 04/16/2027	07/06/2022 07/13/2022 90,000.00	89,999.50 0.00 0.00 89,999.52	136.50 273.00 136.50 273.00	0.02 0.00 0.02 273.02	273.02
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 09/15/2025	09/12/2022 09/19/2022 110,000.00	109,966.31 0.00 0.00 109,967.44	1,980.00 2,151.11 195.56 366.67	1.13 0.00 1.13 367.80	367.80
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 43,943.56	47,815.29 0.00 3,872.03 43,943.31	3.59 10.76 3.30 10.47	0.05 0.00 0.05 10.52	10.52
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 30,470.02	34,359.13 0.00 3,890.27 30,469.12	4.59 10.59 4.07 10.07	0.26 0.00 0.26 10.33	10.33
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 165,000.00	164,983.00 0.00 0.00 164,983.66	137.87 258.50 137.87 258.50	0.66 0.00 0.66 259.16	259.16

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 85,000.00	84,989.07 0.00 0.00 84,989.54	20.78 62.33 20.78 62.33	0.47 0.00 0.47 62.80	62.80
43815JAC7	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 04/21/2027	02/16/2023 02/24/2023 70,000.00	69,987.05 0.00 0.00 69,987.40	68.60 264.60 98.00 294.00	0.35 0.00 0.35 294.35	294.35
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 07/20/2026	08/15/2022 08/24/2022 105,000.00	104,994.80 0.00 0.00 104,994.97	141.43 326.37 141.43 326.37	0.17 0.00 0.17 326.54	326.54
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 02/15/2028	02/13/2023 02/15/2023 400,000.00	408,902.02 0.00 0.00 408,747.08	880.00 0.00 2,530.00 1,650.00	0.00 154.94 (154.94) 1,495.06	1,495.06
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 260,000.00	259,899.59 0.00 0.00 259,905.03	570.56 650.00 28.89 108.33	5.44 0.00 5.44 113.77	113.77
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 225,000.00	230,272.96 0.00 0.00 229,847.28	2,531.25 2,812.50 187.50 468.75	0.00 425.68 (425.68) 43.07	43.07
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 165,000.00	164,913.18 0.00 0.00 164,923.22	111.15 0.00 145.52 34.37	10.04 0.00 10.04 44.41	44.41
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 160,000.00	162,152.00 0.00 0.00 162,039.88	825.00 0.00 1,008.33 183.33	0.00 112.12 (112.12) 71.21	71.21
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 03/01/2025	Various Various 500,000.00	510,872.09 0.00 0.00 509,951.23	8,050.00 8,050.00 1,341.67 1,341.67	0.00 920.86 (920.86) 420.81	420.81

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 130,000.00	129,979.11 0.00 0.00 129,979.81	134.04 251.33 134.04 251.33	0.70 0.00 0.70 252.03	252.03
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 42,415.91	44,994.10 0.00 2,582.09 42,412.42	7.20 13.50 6.79 13.09	0.41 0.00 0.41 13.50	13.50
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 70,000.00	69,996.51 0.00 0.00 69,996.66	16.18 30.33 16.18 30.33	0.15 0.00 0.15 30.48	30.48
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 02/16/2027	07/12/2022 07/20/2022 135,000.00	134,989.32 0.00 0.00 134,989.63	224.40 420.75 224.40 420.75	0.31 0.00 0.31 421.06	421.06
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 06/15/2027	10/12/2022 10/19/2022 220,000.00	219,984.63 0.00 0.00 219,985.03	497.69 933.17 497.69 933.17	0.40 0.00 0.40 933.57	933.57
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 73,008.32	78,295.58 0.00 5,289.29 73,006.61	13.92 26.10 12.98 25.16	0.32 0.00 0.32 25.48	25.48
58770AAC7	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	01/18/2023 01/25/2023 105,000.00	104,987.75 0.00 0.00 104,988.06	210.47 394.62 210.47 394.62	0.31 0.00 0.31 394.93	394.93
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 02/06/2024	03/05/2020 03/09/2020 200,000.00	202,728.31 0.00 0.00 202,426.25	399.31 0.00 878.47 479.16	0.00 302.06 (302.06) 177.10	177.10
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 07/17/2026	07/18/2022 07/20/2022 175,000.00	175,000.00 0.00 0.00 175,000.00	1,000.79 0.00 1,683.14 682.35	0.00 0.00 0.00 682.35	682.35

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	04/27/2022 05/04/2022 95,000.00	94,981.13 0.00 0.00 94,981.83	691.92 0.00 965.04 273.12	0.70 0.00 0.70 273.82	273.82
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 2,945.76	6,525.66 0.00 3,580.00 2,945.72	5.60 10.50 2.53 7.43	0.06 0.00 0.06 7.49	7.49
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	10/05/2022 10/07/2022 450,000.00	438,042.03 0.00 0.00 438,284.16	5,550.00 0.00 7,050.00 1,500.00	242.13 0.00 242.13 1,742.13	1,742.13
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 80,000.00	79,979.23 0.00 0.00 79,980.45	24.44 0.00 57.78 33.34	1.22 0.00 1.22 34.56	34.56
69371RR57	Paccar Financial Corp Note 0.9% Due 11/08/2024	11/02/2021 11/08/2021 175,000.00	174,994.08 0.00 0.00 174,994.38	494.38 0.00 625.63 131.25	0.30 0.00 0.30 131.55	131.55
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 500,000.00	511,277.10 0.00 0.00 510,704.94	3,750.00 0.00 4,687.51 937.51	0.00 572.16 (572.16) 365.35	365.35
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 35,000.00	34,991.85 0.00 0.00 34,992.35	27.95 0.00 46.18 18.23	0.50 0.00 0.50 18.73	18.73
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 245,000.00	245,389.77 0.00 0.00 245,355.53	831.98 918.75 66.36 153.13	1.34 35.58 (34.24) 118.89	118.89
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 02/06/2026	02/02/2022 02/07/2022 90,000.00	90,000.00 0.00 0.00 90,000.00	109.13 0.00 240.08 130.95	0.00 0.00 0.00 130.95	130.95

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	Various Various 500,000.00	508,644.17 0.00 0.00 507,931.49	7,673.61 8,125.00 902.78 1,354.17	0.00 712.68 (712.68) 641.49	641.49
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	07/06/2020 07/08/2020 16,643.15	24,866.61 0.00 8,052.92 16,750.00	18.22 34.16 12.28 28.22	0.00 63.69 (63.69) (35.47)	(35.47)
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 06/18/2024	12/06/2021 12/08/2021 300,000.00	297,792.25 0.00 0.00 297,936.34	304.17 0.00 429.17 125.00	144.09 0.00 144.09 269.09	269.09
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 23,366.74	26,499.38 0.00 3,134.81 23,364.91	4.12 7.73 3.63 7.24	0.34 0.00 0.34 7.58	7.58
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 09/15/2026	04/07/2022 04/13/2022 115,000.00	114,998.04 0.00 0.00 114,998.11	149.76 280.79 149.76 280.79	0.07 0.00 0.07 280.86	280.86
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 65,000.00	64,999.17 0.00 0.00 64,999.20	20.51 38.46 20.51 38.46	0.03 0.00 0.03 38.49	38.49
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 07/24/2023	05/17/2019 05/21/2019 250,000.00	250,510.86 0.00 0.00 250,371.94	873.61 0.00 1,581.94 708.33	0.00 138.92 (138.92) 569.41	569.41
9128283F5	US Treasury Note 2.25% Due 11/15/2027	12/20/2022 12/21/2022 800,000.00	745,829.61 0.00 0.00 746,805.94	5,270.72 0.00 6,812.15 1,541.43	976.33 0.00 976.33 2,517.76	2,517.76
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	Various Various 750,000.00	782,488.36 0.00 0.00 781,386.46	56.05 0.00 1,793.48 1,737.43	0.00 1,101.90 (1,101.90) 635.53	635.53

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
9128286L9	US Treasury Note 2.25% Due 03/31/2026	02/25/2022 02/28/2022 750,000.00	757,605.88 0.00 0.00 757,396.48	7,046.70 8,437.50 46.11 1,436.91	0.00 209.40 (209.40) 1,227.51	1,227.51
912828B66	US Treasury Note 2.75% Due 02/15/2024	02/15/2022 02/16/2022 750,000.00	758,308.38 0.00 0.00 757,574.59	797.65 0.00 2,563.88 1,766.23	0.00 733.79 (733.79) 1,032.44	1,032.44
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/14/2021 10/15/2021 250,000.00	255,003.48 0.00 0.00 254,871.02	1,189.57 0.00 1,537.47 347.90	0.00 132.46 (132.46) 215.44	215.44
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 750,000.00	751,441.67 0.00 0.00 751,231.85	4,306.32 5,156.25 28.18 878.11	136.35 346.17 (209.82) 668.29	668.29
912828U24	US Treasury Note 2% Due 11/15/2026	03/29/2022 03/30/2022 625,000.00	612,910.06 0.00 0.00 613,186.66	3,660.22 0.00 4,730.66 1,070.44	276.60 0.00 276.60 1,347.04	1,347.04
912828V80	US Treasury Note 2.25% Due 01/31/2024	Various Various 750,000.00	759,645.23 0.00 0.00 758,755.34	1,351.87 0.00 2,796.96 1,445.09	0.00 889.89 (889.89) 555.20	555.20
912828VB3	US Treasury Note 1.75% Due 05/15/2023	Various Various 750,000.00	751,467.50 0.00 0.00 750,860.93	3,843.23 0.00 4,967.19 1,123.96	0.00 606.57 (606.57) 517.39	517.39
912828W71	US Treasury Note 2.125% Due 03/31/2024	Various Various 750,000.00	761,743.93 0.00 0.00 760,824.58	6,655.22 7,968.75 43.55 1,357.08	0.00 919.35 (919.35) 437.73	437.73
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	Various Various 750,000.00	762,404.63 0.00 0.00 761,532.65	5,490.33 0.00 7,096.00 1,605.67	0.00 871.98 (871.98) 733.69	733.69

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828X88	US Treasury Note 2.375% Due 05/15/2027	06/09/2022 06/10/2022 350,000.00	340,328.34 0.00 0.00 340,523.53	2,434.05 0.00 3,145.89 711.84	195.19 0.00 195.19 907.03	907.03
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	301,640.43 0.00 0.00 301,542.25	420.58 0.00 870.17 449.59	0.00 98.18 (98.18) 351.41	351.41
912828YG9	US Treasury Note 1.625% Due 09/30/2026	12/28/2021 12/29/2021 300,000.00	303,994.02 0.00 0.00 303,899.43	2,035.71 2,437.50 13.32 415.11	0.00 94.59 (94.59) 320.52	320.52
912828Z52	US Treasury Note 1.375% Due 01/31/2025	02/17/2022 02/18/2022 750,000.00	745,325.82 0.00 0.00 745,532.23	826.14 0.00 1,709.25 883.11	206.41 0.00 206.41 1,089.52	1,089.52
912828ZD5	US Treasury Note Due 03/15/2023	12/28/2021 12/29/2021 0.00	325,003.22 0.00 325,000.00 0.00	749.65 812.50 0.00 62.85	0.00 3.22 (3.22) 59.63	59.63
912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/25/2021 03/29/2021 350,000.00	349,431.08 0.00 0.00 349,454.25	730.77 875.00 4.78 149.01	23.17 0.00 23.17 172.18	172.18
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 365,000.00	362,173.65 0.00 0.00 362,280.24	228.13 0.00 305.84 77.71	106.59 0.00 106.59 184.30	184.30
912828ZU7	US Treasury Note 0.25% Due 06/15/2023	02/15/2022 02/16/2022 750,000.00	747,619.57 0.00 0.00 748,315.73	391.48 0.00 551.17 159.69	696.16 0.00 696.16 855.85	855.85
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 750,000.00	739,804.88 0.00 0.00 740,119.36	703.14 0.00 942.65 239.51	314.48 0.00 314.48 553.99	553.99

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	Various Various 500,000.00	500,052.51 0.00 0.00 500,048.56	705.70 0.00 865.39 159.69	5.06 9.01 (3.95) 155.74	155.74
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/17/2021 06/18/2021 400,000.00	399,089.09 0.00 0.00 399,148.92	208.79 0.00 293.96 85.17	59.83 0.00 59.83 145.00	145.00
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	08/25/2021 08/26/2021 400,000.00	399,562.49 0.00 0.00 399,587.93	58.01 0.00 186.46 128.45	25.44 0.00 25.44 153.89	153.89
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/18/2021 11/19/2021 750,000.00	748,926.85 0.00 0.00 748,980.08	1,647.10 0.00 2,128.80 481.70	53.23 0.00 53.23 534.93	534.93
91282CEF4	US Treasury Note 2.5% Due 03/31/2027	Various Various 750,000.00	738,514.20 0.00 0.00 738,753.00	7,829.67 9,375.00 51.23 1,596.56	238.80 0.00 238.80 1,835.36	1,835.36
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	10/26/2022 10/27/2022 570,000.00	568,528.98 0.00 0.00 568,556.22	9,818.41 11,756.25 64.24 2,002.08	27.24 0.00 27.24 2,029.32	2,029.32
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 05/15/2024	11/24/2021 11/29/2021 500,000.00	496,935.59 0.00 0.00 497,151.00	809.72 0.00 1,038.89 229.17	215.41 0.00 215.41 444.58	444.58
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 39,471.51	47,669.54 0.00 8,202.40 39,468.04	6.85 18.67 5.67 17.49	0.90 0.00 0.90 18.39	18.39
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 40,000.00	39,946.34 0.00 0.00 39,947.63	191.33 210.00 16.33 35.00	1.29 0.00 1.29 36.29	36.29

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
931142EW9	Wal-Mart Stores	09/06/2022	79,952.84	1,490.67	1.58	261.58
	Note	09/09/2022	0.00	1,560.00	0.00	
	3.9% Due 09/09/2025	80,000.00	0.00	190.67	1.58	
			79,954.42	260.00	261.58	
931142EX7	Wal-Mart Stores	09/27/2022	218,216.38	4,246.25	127.22	867.85
	Callable Note Cont 09/09/2027	09/29/2022	0.00	4,443.75	0.00	
	3.95% Due 09/09/2027	225,000.00	0.00	543.13	127.22	
			218,343.60	740.63	867.85	
			31,610,571.16	**156,212.57**	**5,871.97**	
			715,799.00	**106,182.36**	**10,897.49**	
			733,224.51	**101,652.20**	**(5,025.52)**	
Total Fixed Income		**31,599,218.47**	**31,588,120.13**	**51,621.99**	**46,596.47**	**46,596.47**
CASH & EQUIVALENT						
31846V203	First American	Various	96,727.49	0.00	0.00	2,021.34
	Govt Obligation Fund Class Y	Various	842,478.21	2,021.34	0.00	
		222,356.70	716,849.00	0.00	0.00	
			222,356.70	2,021.34	2,021.34	
			96,727.49	**0.00**	**0.00**	
			842,478.21	**2,021.34**	**0.00**	
			716,849.00	**0.00**	**0.00**	
Total Cash & Equivalent		**222,356.70**	**222,356.70**	**2,021.34**	**2,021.34**	**2,021.34**
LOCAL AGENCY INVESTMENT FUND						
90LAIF$00	Local Agency Investment Fund	Various	38,069,322.79	151,383.35	0.00	62,267.07
	State Pool	Various	0.00	0.00	0.00	
		21,069,322.79	17,000,000.00	213,650.42	0.00	
			21,069,322.79	62,267.07	62,267.07	
			38,069,322.79	**151,383.35**	**0.00**	
			0.00	**0.00**	**0.00**	
			17,000,000.00	**213,650.42**	**0.00**	
Total Local Agency Investment Fund		**21,069,322.79**	**21,069,322.79**	**62,267.07**	**62,267.07**	**62,267.07**

Income Earned

As of March 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
INVESTMENT POOL						
09CATR$05	CalTrust Medium Term Fund	Various Various 666,985.88	6,687,285.59 18,472.67 0.00 6,705,758.26	0.00 18,472.67 0.00 18,472.67	0.00 0.00 0.00 18,472.67	18,472.67
90CAMP$00	California Asset Mgmt Program CAMP	03/31/2023 03/31/2023 25,072,669.77	0.00 25,072,669.77 0.00 25,072,669.77	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Investment Pool		**25,739,655.65**	**6,687,285.59** **25,091,142.44** **0.00** **31,778,428.03**	**0.00** **18,472.67** **0.00** **18,472.67**	**0.00** **0.00** **0.00** **18,472.67**	**18,472.67**
TOTAL PORTFOLIO		**78,630,553.61**	**76,463,907.03** **26,649,419.65** **18,450,073.51** **84,658,227.65**	**307,595.92** **126,676.37** **315,302.62** **134,383.07**	**5,871.97** **10,897.49** **(5,025.52)** **129,357.55**	**129,357.55**

Cash Flow Report

As of March 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2023	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50
04/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
04/15/2023	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,104.06	6.82	1,110.88
04/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
04/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
04/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
04/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	38.46	38.46
04/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
04/15/2023	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,225.90	12.72	2,238.62
04/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
04/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
04/15/2023	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	181.02	4.74	185.76
04/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
04/15/2023	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,297.82	24.34	7,322.16
04/15/2023	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,565.29	23.02	1,588.31
04/16/2023	Interest	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	0.00	140.63	140.63
04/16/2023	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00

Cash Flow Report

As of March 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
04/17/2023	Dividend	90LAIF$00	3,011,597,816.76	Local Agency Investment Fund State Pool	0.00	214,978.67	214,978.67
04/18/2023	Paydown	43813KAC6	30,470.02	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,804.65	9.39	3,814.04
04/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
04/20/2023	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,708.77	15.46	1,724.23
04/21/2023	Paydown	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
04/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	62.33	62.33
04/21/2023	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,657.10	9.89	3,666.99
04/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
04/25/2023	Interest	06406RBC0	280,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	0.00	4,690.00	4,690.00
04/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	77.92	77.92
04/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
04/25/2023	Paydown	09690AAC7	35,739.72	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,967.24	9.83	3,977.07
04/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
04/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
04/25/2023	Paydown	3137B4GY6	241,213.78	FHLMC K032 A2 3.31% Due 5/25/2023	120,420.24	665.35	121,085.59
APR 2023					**145,932.09**	**230,054.58**	**375,986.67**

Cash Flow Report

As of March 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/01/2023	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
05/03/2023	Maturity	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	2,400.00	202,400.00
05/05/2023	Maturity	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	305,000.00	571.88	305,571.88
05/06/2023	Interest	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	0.00	418.75	418.75
05/07/2023	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
05/08/2023	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
05/10/2023	Interest	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	9,000.00	9,000.00
05/12/2023	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
05/15/2023	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
05/15/2023	Interest	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	0.00	1,375.00	1,375.00
05/15/2023	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
05/15/2023	Interest	9128283F5	800,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	9,000.00	9,000.00
05/15/2023	Interest	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	9,375.00	9,375.00
05/15/2023	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00
05/15/2023	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50
05/15/2023	Maturity	912828VB3	750,000.00	US Treasury Note 1.75% Due 5/15/2023	750,000.00	6,562.50	756,562.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2023	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,508.33	20.86	1,529.19
05/15/2023	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,100.34	6.49	1,106.83
05/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
05/15/2023	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,226.61	12.06	2,238.67
05/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
05/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,040.41	30.33	3,070.74
05/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
05/15/2023	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	181.43	4.45	185.88
05/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
05/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
05/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
05/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
05/15/2023	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,298.49	21.90	7,320.39
05/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,936.23	38.46	2,974.69
05/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
05/17/2023	Interest	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,125.00	1,125.00
05/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/18/2023	Paydown	43813KAC6	30,470.02	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,805.82	8.22	3,814.04
05/20/2023	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,709.44	14.79	1,724.23
05/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,854.18	62.33	3,916.51
05/21/2023	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,657.99	9.06	3,667.05
05/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
05/22/2023	Maturity	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	245,000.00	306.25	245,306.25
05/24/2023	Interest	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.00	206.25	206.25
05/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,559.39	77.92	7,637.31
05/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
05/25/2023	Paydown	09690AAC7	35,739.72	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,968.20	8.74	3,976.94
05/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
05/25/2023	Paydown	3137B4GY6	241,213.78	FHLMC K032 A2 3.31% Due 5/25/2023	120,793.54	333.19	121,126.73
05/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
05/31/2023	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
05/31/2023	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
MAY 2023					**1,663,640.40**	**71,755.36**	**1,735,395.76**
06/01/2023	Interest	023135CN4	395,000.00	Amazon.com Inc Note 4.6% Due 12/1/2025	0.00	9,085.00	9,085.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/08/2023	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
06/14/2023	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
06/15/2023	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	1,638.75	1,638.75
06/15/2023	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
06/15/2023	Maturity	912828ZU7	750,000.00	US Treasury Note 0.25% Due 6/15/2023	750,000.00	937.50	750,937.50
06/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
06/15/2023	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,227.34	11.39	2,238.73
06/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,040.69	29.02	3,069.71
06/15/2023	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,299.16	19.47	7,318.63
06/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
06/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
06/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
06/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
06/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
06/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,937.97	36.72	2,974.69
06/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
06/15/2023	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,096.58	6.17	1,102.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2023	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	181.84	4.15	185.99
06/15/2023	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,451.14	18.77	1,469.91
06/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
06/18/2023	Interest	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	0.00	750.00	750.00
06/18/2023	Paydown	43813KAC6	30,470.02	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,806.99	7.05	3,814.04
06/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
06/20/2023	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,710.11	14.12	1,724.23
06/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,855.08	59.51	3,914.59
06/21/2023	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,658.87	8.24	3,667.11
06/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
06/23/2023	Call	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	3,518.06	253,518.06
06/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
06/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
06/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,592.53	70.99	7,663.52
06/25/2023	Paydown	09690AAC7	35,739.72	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,969.16	7.65	3,976.81
06/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
06/26/2023	Maturity	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	300,000.00	375.00	300,375.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUN 2023					**1,342,827.46**	**31,305.37**	**1,374,132.83**
07/06/2023	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76
07/10/2023	Maturity	3135G05G4	250,000.00	FNMA Note 0.25% Due 7/10/2023	250,000.00	312.50	250,312.50
07/15/2023	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
07/15/2023	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,393.71	16.76	1,410.47
07/15/2023	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,092.77	5.85	1,098.62
07/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
07/15/2023	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,228.07	10.72	2,238.79
07/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
07/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
07/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
07/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,040.97	27.70	3,068.67
07/15/2023	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,299.83	17.04	7,316.87
07/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
07/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
07/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
07/15/2023	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	182.25	3.86	186.11

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,939.71	34.98	2,974.69
07/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
07/17/2023	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,094.13	4,094.13
07/18/2023	Paydown	43813KAC6	30,470.02	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,808.17	5.87	3,814.04
07/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
07/20/2023	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,710.78	13.45	1,724.23
07/21/2023	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,659.75	7.42	3,667.17
07/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,855.98	56.68	3,912.66
07/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
07/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,625.81	64.03	7,689.84
07/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
07/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
07/25/2023	Paydown	09690AAC7	35,739.72	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,970.12	6.55	3,976.67
07/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
07/31/2023	Interest	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	8,437.50	8,437.50
07/31/2023	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
07/31/2023	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUL 2023					**292,807.92**	**31,297.86**	**324,105.78**
08/06/2023	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
08/06/2023	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
08/09/2023	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
08/14/2023	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25
08/15/2023	Interest	912828B66	750,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	10,312.50	10,312.50
08/15/2023	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
08/15/2023	Interest	438516CJ3	400,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	0.00	9,900.00	9,900.00
08/15/2023	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,088.93	5.53	1,094.46
08/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
08/15/2023	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,300.50	14.60	7,315.10
08/15/2023	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,336.02	14.84	1,350.86
08/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
08/15/2023	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,228.79	10.05	2,238.84
08/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,041.25	26.38	3,067.63
08/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
08/15/2023	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	182.66	3.57	186.23

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
08/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
08/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
08/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
08/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,941.45	33.24	2,974.69
08/16/2023	Maturity	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	2,200.00	202,200.00
08/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
08/18/2023	Paydown	43813KAC6	30,470.02	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,809.34	4.70	3,814.04
08/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
08/20/2023	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,711.45	12.78	1,724.23
08/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,856.88	53.85	3,910.73
08/21/2023	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,660.64	6.59	3,667.23
08/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
08/24/2023	Maturity	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	300,000.00	375.00	300,375.00
08/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
08/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,659.24	57.04	7,716.28

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
08/25/2023	Paydown	09690AAC7	35,739.72	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,971.08	5.46	3,976.54
08/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
08/31/2023	Interest	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	10,312.50	10,312.50
AUG 2023					**542,788.23**	**47,664.01**	**590,452.24**
09/01/2023	Interest	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.00	8,050.00	8,050.00
09/07/2023	Interest	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.00	1,381.25	1,381.25
09/08/2023	Interest	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	0.00	11,812.50	11,812.50
09/08/2023	Maturity	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	300,000.00	375.00	300,375.00
09/09/2023	Interest	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,560.00	1,560.00
09/09/2023	Interest	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	4,443.75	4,443.75
09/10/2023	Interest	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	0.00	15,750.00	15,750.00
09/11/2023	Interest	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	8,125.00	8,125.00
09/12/2023	Maturity	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	350,000.00	5,031.25	355,031.25
09/15/2023	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,200.00	2,200.00
09/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,041.53	25.06	3,066.59
09/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63

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As of March 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2023	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	183.06	3.28	186.34
09/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
09/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
09/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
09/15/2023	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,301.17	12.17	7,313.34
09/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,943.19	31.50	2,974.69
09/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
09/15/2023	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,278.11	12.99	1,291.10
09/15/2023	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,085.04	5.22	1,090.26
09/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
09/15/2023	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,229.52	9.38	2,238.90
09/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
09/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
09/17/2023	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
09/18/2023	Interest	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	918.75	918.75
09/18/2023	Paydown	43813KAC6	30,470.02	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,810.51	3.53	3,814.04
09/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/19/2023	Interest	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	2,812.50	2,812.50
09/20/2023	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,712.12	12.11	1,724.23
09/21/2023	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,661.52	5.77	3,667.29
09/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
09/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,857.78	51.02	3,908.80
09/23/2023	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
09/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
09/25/2023	Paydown	09690AAC7	35,739.72	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,972.04	4.37	3,976.41
09/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
09/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
09/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,692.81	50.02	7,742.83
09/30/2023	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
09/30/2023	Interest	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	9,375.00	9,375.00
09/30/2023	Interest	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	11,756.25	11,756.25
09/30/2023	Interest	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	0.00	7,968.75	7,968.75
09/30/2023	Interest	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.00	2,437.50	2,437.50
09/30/2023	Interest	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	8,437.50	8,437.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/30/2023	Maturity	912828T26	750,000.00	US Treasury Note 1.375% Due 9/30/2023	750,000.00	5,156.25	755,156.25
SEP 2023					**1,442,768.40**	**115,626.10**	**1,558,394.50**
10/15/2023	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50
10/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,911.71	258.50	8,170.21
10/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
10/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
10/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,944.93	29.76	2,974.69
10/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,337.16	251.33	5,588.49
10/15/2023	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,081.12	4.90	1,086.02
10/15/2023	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	183.48	2.98	186.46
10/15/2023	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,219.95	11.22	1,231.17
10/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
10/15/2023	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,230.24	8.71	2,238.95
10/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,041.81	23.74	3,065.55
10/15/2023	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,301.83	9.74	7,311.57
10/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
10/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/16/2023	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
10/16/2023	Maturity	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	225,000.00	140.63	225,140.63
10/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
10/18/2023	Paydown	43813KAC6	30,470.02	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,811.69	2.35	3,814.04
10/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
10/20/2023	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,712.79	11.44	1,724.23
10/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,858.68	48.19	3,906.87
10/21/2023	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,662.40	4.95	3,667.35
10/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
10/25/2023	Interest	06406RBC0	280,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	0.00	4,690.00	4,690.00
10/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
10/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	31,802.93	802.50	32,605.43
10/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,726.54	42.96	7,769.50
10/25/2023	Paydown	09690AAC7	35,739.72	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,973.00	3.28	3,976.28
10/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
OCT 2023					**312,800.26**	**13,145.78**	**325,946.04**
11/01/2023	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/06/2023	Maturity	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	335,000.00	418.75	335,418.75
11/07/2023	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
11/08/2023	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
11/10/2023	Interest	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	9,000.00	9,000.00
11/12/2023	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
11/15/2023	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
11/15/2023	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
11/15/2023	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50
11/15/2023	Interest	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	0.00	1,375.00	1,375.00
11/15/2023	Interest	9128283F5	800,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	9,000.00	9,000.00
11/15/2023	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00
11/15/2023	Interest	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	9,375.00	9,375.00
11/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
11/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,946.40	246.10	8,192.50
11/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,042.08	22.43	3,064.51
11/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,367.61	280.79	5,648.40
11/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,344.01	241.01	5,585.02
11/15/2023	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,302.51	7.30	7,309.81
11/15/2023	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,161.55	9.53	1,171.08
11/15/2023	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,077.16	4.58	1,081.74
11/15/2023	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,230.96	8.05	2,239.01
11/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
11/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
11/15/2023	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	183.89	2.69	186.58
11/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,946.67	28.02	2,974.69
11/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
11/17/2023	Interest	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,125.00	1,125.00
11/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
11/18/2023	Paydown	43813KAC6	30,470.02	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,812.86	1.18	3,814.04
11/20/2023	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,713.46	10.77	1,724.23
11/21/2023	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,663.29	4.12	3,667.41
11/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,859.57	45.37	3,904.94

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
11/24/2023	Maturity	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	206.25	165,206.25
11/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,760.40	35.88	7,796.28
11/25/2023	Paydown	09690AAC7	35,739.72	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,973.95	2.19	3,976.14
11/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
11/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
11/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	30,072.54	717.43	30,789.97
11/30/2023	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
11/30/2023	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
NOV 2023					**591,458.91**	**61,340.25**	**652,799.16**
12/01/2023	Interest	023135CN4	395,000.00	Amazon.com Inc Note 4.6% Due 12/1/2025	0.00	9,085.00	9,085.00
12/06/2023	Call	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	1,916.67	201,916.67
12/08/2023	Maturity	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	350,000.00	5,906.25	355,906.25
12/14/2023	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
12/15/2023	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	1,638.75	1,638.75
12/15/2023	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
12/15/2023	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,102.90	7.93	1,110.83

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
12/15/2023	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,231.68	7.38	2,239.06
12/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,042.36	21.11	3,063.47
12/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
12/15/2023	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	184.31	2.39	186.70
12/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,378.32	267.69	5,646.01
12/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,350.86	230.68	5,581.54
12/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
12/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
12/15/2023	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,303.17	4.87	7,308.04
12/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,948.41	26.28	2,974.69
12/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,981.22	233.66	8,214.88
12/15/2023	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,073.15	4.27	1,077.42
12/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
12/18/2023	Interest	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	0.00	750.00	750.00
12/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
12/20/2023	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,714.13	10.10	1,724.23

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,860.48	42.53	3,903.01
12/21/2023	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,664.17	3.30	3,667.47
12/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
12/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,794.42	28.77	7,823.19
12/25/2023	Paydown	09690AAC7	35,739.72	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,974.92	1.09	3,976.01
12/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
12/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
12/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	28,338.81	636.98	28,975.79
DEC 2023					**635,943.31**	**28,034.14**	**663,977.45**
01/06/2024	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76
01/15/2024	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
01/15/2024	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	1,044.01	6.40	1,050.41
01/15/2024	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,069.10	3.96	1,073.06
01/15/2024	Paydown	58769KAD6	73,008.32	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,303.85	2.43	7,306.28
01/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
01/15/2024	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	184.73	2.09	186.82
01/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,357.73	220.34	5,578.07

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,232.41	6.71	2,239.12
01/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
01/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
01/15/2024	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,950.16	24.53	2,974.69
01/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,016.21	221.15	8,237.36
01/15/2024	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,042.64	19.79	3,062.43
01/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
01/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,389.07	254.55	5,643.62
01/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
01/17/2024	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,094.13	4,094.13
01/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
01/20/2024	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,714.80	9.43	1,724.23
01/21/2024	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,665.06	2.47	3,667.53
01/21/2024	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,861.38	39.70	3,901.08
01/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
01/25/2024	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,828.59	21.62	7,850.21
01/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
01/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	26,601.73	561.18	27,162.91
01/31/2024	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25
01/31/2024	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
01/31/2024	Maturity	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	750,000.00	8,437.50	758,437.50
JAN 2024					**830,261.47**	**30,517.68**	**860,779.15**
02/06/2024	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
02/09/2024	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
02/14/2024	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25
02/15/2024	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
02/15/2024	Interest	438516CJ3	400,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	0.00	9,900.00	9,900.00
02/15/2024	Maturity	912828B66	750,000.00	US Treasury Note 2.75% Due 2/15/2024	750,000.00	10,312.50	760,312.50
02/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
02/15/2024	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,233.14	6.04	2,239.18
02/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
02/15/2024	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,951.90	22.79	2,974.69
02/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,364.60	209.98	5,574.58
02/15/2024	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	185.13	1.80	186.93
02/15/2024	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,042.92	18.47	3,061.39
02/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
02/15/2024	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	984.86	4.96	989.82
02/15/2024	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,065.02	3.65	1,068.67
02/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,399.83	241.40	5,641.23
02/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,051.35	208.59	8,259.94
02/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
02/18/2024	Call	808513BN4	150,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	150,000.00	468.75	150,468.75
02/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
02/20/2024	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,715.47	8.76	1,724.23
02/21/2024	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,862.28	36.87	3,899.15
02/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
02/21/2024	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,665.95	1.65	3,667.60
02/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
02/25/2024	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,862.90	14.45	7,877.35

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
02/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	24,861.30	490.02	25,351.32
02/29/2024	Interest	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	10,312.50	10,312.50
FEB 2024					**971,246.65**	**42,110.44**	**1,013,357.09**
03/01/2024	Call	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	8,050.00	508,050.00
03/07/2024	Interest	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.00	1,381.25	1,381.25
03/08/2024	Maturity	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	700,000.00	11,812.50	711,812.50
03/09/2024	Interest	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,560.00	1,560.00
03/09/2024	Interest	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	4,443.75	4,443.75
03/10/2024	Interest	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	0.00	15,750.00	15,750.00
03/11/2024	Maturity	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	8,125.00	508,125.00
03/15/2024	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,200.00	2,200.00
03/15/2024	Paydown	65479JAD5	2,945.76	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	185.55	1.50	187.05
03/15/2024	Paydown	89232HAC9	16,643.15	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	925.48	3.59	929.07
03/15/2024	Paydown	89236XAC0	23,366.74	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,060.90	3.33	1,064.23
03/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
03/15/2024	Paydown	47788UAC6	42,415.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,233.86	5.37	2,239.23

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,086.64	195.98	8,282.62
03/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,496.86	420.75	5,917.61
03/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
03/15/2024	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,953.65	21.04	2,974.69
03/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,371.49	199.61	5,571.10
03/15/2024	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,043.20	17.15	3,060.35
03/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
03/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,410.62	228.21	5,638.83
03/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
03/17/2024	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
03/18/2024	Maturity	808513BN4	95,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	95,000.00	356.25	95,356.25
03/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,514.30	326.38	5,840.68
03/19/2024	Maturity	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	2,812.50	227,812.50
03/20/2024	Paydown	92290BAA9	39,471.51	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	1,716.15	8.08	1,724.23
03/21/2024	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,863.18	34.04	3,897.22
03/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
03/21/2024	Paydown	43813GAC5	43,943.56	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,666.83	0.83	3,667.66

Cash Flow Report

As of March 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/23/2024	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
03/25/2024	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,897.36	7.24	7,904.60
03/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	23,117.51	423.51	23,541.02
03/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
03/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
MAR 2024					**2,100,543.58**	**62,981.04**	**2,163,524.62**
TOTAL					**10,873,018.68**	**765,832.61**	**11,638,851.29**

Important Disclosures

Chandler Asset Management, Inc. (“Chandler”) is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody’s and Fitch respectively.

CITY of GARDENA

Report No. P-2023-6

TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Request City Council approval to revise the City's Classification and Compensation Plan, *Attachment 1*, to add the new classification of Code Enforcement Supervisor to Schedule 58 ($6,725 - $8,583/month). This position will be located in the Community Development Department. Job description attached, *Attachment 2*.

2. Report the Promotion of the following individuals:
   a. ***ANAHI CORTE***, to the position of Administrative Aide, Schedule, 43 ($4,644 - $5,927/month) with the Elected and City Manager's Office, effective March 15, 2023.
   b. ***GEORGINA PLACIDO,*** to the position of Deputy City Clerk I, Schedule 41 ($4,420 - $5,642/month) with the Elected and City Manager's Office, effective March 19, 2023.
   c. ***OSCAR LIMA***, to the position of Custodian II, Schedule 34, ($3,718 - $4,745/month) with the Recreation & Human Services Department, effective April 2, 2023.
   d. ***STEPHANIE ESCALANTE***, to the position of Administrative Aide, Schedule 43 ($4,644 - $5,927/month) in the Police Department, effective April 3, 2023.
   e. ***NICHOLAS BEERLING***, to the position of Police Sergeant, Schedule 203 ($9,569 - $12,213/month) with the Police Department, effective April 6, 2023.

3. Report the Service Retirement of Police Officer, ***HUGO GUALOTUNA***, with the Police Department, effective March 31, 2023. Officer Gualotuna provided 21.2 years of service to the City.

4. Report the Separation of the following employees:
   a. ***CHRISTINE UTLEY,*** Administrative Aide, with the GTrans Department, effective March 30, 2023. Ms. Utley provided four (4) years and eight (8) months of service to the City.
   b. ***ESAU EUTIMIO,*** Right-of-Way Maintenance Worker, with the Public Works Department, effective April 11, 2023. Mr. Eutimio provided four (4) years of full-time service to the City.
   c. ***SEAN UYEMATSU,*** Help Desk Technician, with the Administrative Services Department, effective April 3, 2023. Mr. Uyematsu provided six (6) months of service to the City.
   d. ***RODERICK GOLDMAN,*** Transit Operations Officer, with the GTrans Department, effective April 14, 2023. Mr. Goldman provided four (4) years of service to the City.

5. Report the leave under the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA) of the following employee:
    a. Bus Operator, ***VELDA GAINES***, of the Transportation Department, effective March 17, 2023.
6. Report the Recruitment for the Open/Competitive position of General Building Inspector (Community Development Department). This recruitment is open until filled.
7. Report the Recruitment for the Open/Competitive position of Geriatric Aide (Recreation & Human Services Department). This recruitment is open until filled.
8. Report the Recruitment for the Open/Competitive position of Part-Time Customer Service Clerk I (Recreation & Human Services Department). This recruitment will close when 50 applications are received.
9. Report the Recruitment for the Open/Competitive position of Payroll/Personnel Technician (Administrative Services Department). This recruitment is open until filled.
10. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
11. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
12. Report the Recruitment for the Open/Competitive position of Public Information Officer (Elected and City Manager's Offices). This recruitment is open until filled.
13. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation & Human Services Department). This is a continuous recruitment.
14. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
15. Report the Recruitment for the Open/Competitive position of Risk Management Analyst (Administrative Services Department). This recruitment is open until filled.
16. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.

CITY OF GARDENA
CLASSIFICATION AND COMPENSATION PLAN
AS OF APRIL 25, 2023

Add Code Enforcement Supervisor to Schedule 58

6 Clerical Aide I
6 Police Aide

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

7 Peer Advocate Counselor II
7 Storeroom Aide

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

8 Community Aide I

STEP	[redacted]	*6*
ANNUAL	[redacted]	33,060.00
MONTHLY	[redacted]	2,755.00
BI-WEEKLY	[redacted]	1,271.54
HOURLY	[redacted]	15.8942

13

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

14 Pool Cashier

STEP	[redacted]	*5*	*6*
ANNUAL	[redacted]	33,120.00	34,776.00
MONTHLY	[redacted]	2,760.00	2,898.00
BI-WEEKLY	[redacted]	1,273.85	1,337.54
HOURLY	[redacted]	15.9231	16.7192

15

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

16

STEP				*4*	*5*	*6*
ANNUAL				33,144.00	34,800.00	36,540.00
MONTHLY				2,762.00	2,900.00	3,045.00
BI-WEEKLY				1,274.77	1,338.46	1,405.38
HOURLY				15.9346	16.7308	17.5673

17 Clerk Typist

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

18

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

19

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

20

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

21 Police Cadet

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

22 FCC Program Assistant I
22 Geriatric Aide
22 Human Services Aide
22 Lifeguard/Instructor
22 Recreation Leader I

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

23 Community Aide II

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

24

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

25

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

26 Pool Supervisor

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

27

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

28 Certified Nursing Assistant
28 Meal Services Coordinator
28 Police Assistant
28 Recreation Leader II

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

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

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

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

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

31 Paratransit Driver

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

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

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

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

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

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

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

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

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

36 Intermediate Clerk Typist

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

37 Nutrition Services Coordinator
37 Relief Bus Operator

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

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

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

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

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

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

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

41 Deputy City Clerk I
41 Permit/Licensing Technician I

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

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

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

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

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

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

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

45 Street Sweeper Operator

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

46 Heavy Equipment Operator
46 Street Traffic Painter

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

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

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

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

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

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

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

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

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

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

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

52 Payroll Specialist

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

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

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

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

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

55 Electrical/Signal Technician II

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

56 Administrative Coordinator
56 Assistant Engineer
56 FCC Program Coordinator

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

57 Senior Accountant

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

58 Code Enforcement Supervisor

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

59 Administrative Support Services Supervisor

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

60

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

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

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

62 Information Technology Supervisor

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

63

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

64

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

65

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

66 Civil Engineer

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

67

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

90 Bus Operator

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

104

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

105

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

106

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

107

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

108 Economic Development Analyst

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

109

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

110

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

111

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

112

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

113

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

114

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

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

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

116

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

117 Transportation Operations Supervisor

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

118 Administrative Management Analyst I

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

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

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

120 Administrative Management Analyst II
120 Executive Office Assistant

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

121

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

122 Facilities Maintenance Supervisor
122 Senior Human Resources Analyst
122 Senior Planner

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

123

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

124 Senior Administrative Analyst

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

125 Public Information Officer

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

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

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

127

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

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

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

129

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

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

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

131 Plan Check Engineer
131 Transit Operations Manager

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

132 FCC Therapist/Trainer II

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

133 Human Resources Manager
133 Public Works Superintendent

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

134 Assistant to the City Manager

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

135

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

136

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

137

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

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

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

139

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

140

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

141 Assistant Public Works Director/City Engineer

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

142

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

143

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

144

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

145

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

146

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

147

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

148

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

149

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

150 Joint Powers Authority Accountant

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

200 Police Trainee

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

201 Police Officer

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

203 Police Sergeant

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

227 Police Lieutenant

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

231 Police Captain

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

232 Deputy Police Chief

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

301 Mayor

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

302 Councilmember

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

303 City Clerk

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

304 City Treasurer

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

305 Youth Commissioner

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

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

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

307

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

308 Planning Commissioner

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

330 Department Heads

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

339 Assistant City Manager

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

340 Police Chief

STEP	*1*
ANNUAL	260,952.00
MONTHLY	21,746.00
BI-WEEKLY	10,036.62
HOURLY	125.4577
Edu Incentive Pay	2,809.52
CA POST Mgmt. Cert.	1,087.30
Lgy Bonus 26	2,174.60

350 City Manager

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

CITY OF GARDENA
Gardena, California

CLASS SPECIFICATION
MARCH 2023

CODE ENFORCEMENT SUPERVISOR
(Job Summary)

Description

Under general direction from the Community Development Director or their designee, performs and supervises the work of staff responsible for municipal code enforcement, inspections, investigative work related to municipal code compliance and regulations, animal control programs, community service duties, and other related duties as assigned to support the division and department.

Representative Duties

Duties may include, but are not limited to, the following:

- Plans, organizes, supervises, and evaluates the work and performance of assigned staff. Develops, implements, and monitors work plans to achieve goals and objectives. Participates in the development, implementation, and evaluation of plans, work processes, systems, and procedures to achieve goals, objectives, and work standards.
- Provides leadership and works with staff to ensure priorities of work and a customer service-oriented environment that supports achieving organizational mission, objectives, and values.
- Performs the representative duties and functions of the Code Enforcement Officer and Community Services Officer positions.
- Evaluates and monitors the performance of assigned staff. Coaches for performance improvement and development. Recommends merit increases, progressive discipline, and other personnel actions in a timely manner. Participates in the section of staff.
- Participants in the development of program budget. Forecasts funding needs for staffing, equipment, material, and supplies. Monitors and approves expenditures.
- Informs staff and management of changes and new legislation pertaining to codes and regulation affecting work. Interprets and enforces provisions of municipal, state, and federal laws and regulations pertaining to municipal code enforcement.
- Performs technical and complex tasks related to interpreting and enforcing a variety of City codes and ordinances, including but not limited to zoning, housing, nuisances, and property maintenance with a focus on seeking compliance with applicable laws.
- Responds to complex or volatile citizen complaints regarding violations. Explains issues through individual or group presentations, and in writing.
- Accompanies inspectors and performs periodic and follow-up inspections of new and existing buildings and occupancies. Ensures violations are properly documented by taking photographs, samples, or other evidence and maintain proper chain of custody.
- Prepares and oversee written correspondence pertaining to violations. Issues notices, fines, and citations. Oversees and prepares hard-copy and computerized case files. Forward cases to the City Attorney and/or District Attorney's office for review and action. Testifies, as needed, in legal proceedings.
- Coordinates activities with other agencies and departments, providing consultation or assistance as requested. Assists in preparing community promotions and public information related to assigned programs.

QUALIFICATIONS GUIDE

Education and Experience

Graduation from high school **AND** a minimum of five (5) years of experience as a code enforcement officer with at least two (2) years of experience in a lead or senior level position. A bachelor's degree in public administration or a related field is highly desirable.

Knowledge and Abilities

Knowledge of:

- Principles and practices of supervision.
- Current Uniform Building and Housing Codes and other State and local laws regulating building construction, zoning, parking, housing, and occupancy standards.
- Current methods of building construction and principles of structural design; inspection methods and procedures.
- Principles and techniques of mediation and conflict resolution.
- Pertinent Federal, State, and local laws, codes, and regulations.
- Basic mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Principles of record keeping, and reporting.
- Modern office procedures, methods, and computer equipment.

Ability to:

- Organize, schedule, coordinate, and supervise the work of others.
- Assist in the development of improved work methods and procedures.
- Interpret building, zoning and related laws and regulations.
- Effectively mediate and resolve disputes.
- Communicates clearly and concisely, both orally and in writing.
- Present effective oral and written reports.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including City officials and employees, property owners, tenants, land developers and the public.
- Maintain physical conditions, auto-visual discrimination and perception, and mental capacity appropriate to the working conditions and the performance of assigned duties and responsibilities.

Physical Demands and Working Conditions

Work is performed primarily in field settings with exposure to variable weather conditions, with frequent inspections at outdoor work sites. Weekend and evening work may be required. Physical demands include standing, bending, stooping, crawling, lifting, climbing ladders and flights of stairs. Exposure to dust, dirt, outdoor, noise, vibrations and other outdoor elements may be encountered. Office work requires sitting at desk to make telephone calls, complete documentation and prepare computer generated reports.

License and Certifications

License(s): Possession of a valid California Class C driver's license is required.

Certificate(s):

- California Association of Code Enforcement Officers (CACEO) certification OR other nationally recognized Code Enforcement program certification is desirable.
- California Peace Officers Standards and Training (POST) PC 832 course certificate within twelve (12) months of employment.
- California Law Enforcement Telecommunication System (CLETS) Certificate with twelve (12) months of employment.

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 8.H
Section: CONSENT CALENDAR
Meeting Date: April 25, 2023

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

AGENDA TITLE: RESOLUTION NO.6625, Authorizing Execution of Agreement Number 22-14841 with the California Department of Technology
CONTACT: ADMINISTRATIVE SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
In July 2022, the City received notification of the award of $4 million in State earmark funding, championed by Assembly Member Muratsuchi's office for the Digital Equity for All Bridging the Digital Divide.

In order for the City to claim the funding, the City must execute California Department of Technology Agreement No. 22-14841, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements with the California Department of Technology. As such, the attached resolution designates the authority to execute these agreements and any amendments to the City Manager. Staff recommends that City Council Adopt Resolution No. 6625; Authorizing Execution of Agreement Number 22-14841 with the California Department of Technology.

FINANCIAL IMPACT/COST:
$4 million State Earmark for the Digital Equity for All Bridging the Digital Divide.

ATTACHMENTS:
Resolution 6625.pdf
Attachment A.pdf

APPROVED:

_____
Clint Osorio, City Manager

RESOLUTION NO. 6625

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT NUMBER 22-14841 WITH THE CALIFORNIA DEPARTMENT OF TECHNOLOGY

WHEREAS, the City of Gardena is eligible to receive Federal and/or State funding through the California Department of Technology, and;

WHEREAS, California Department of Technology Agreement No. 22-14841, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements must be executed with the California Department of Technology before such funds can be claimed, and;

WHEREAS, the City of Gardena wishes to delegate the authority to execute these agreements and any amendments thereto to the City Manager.

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

SECTION 1. Approves the California Department of Technology Agreement No. 22-14841, attached hereto as Attachment A.

SECTION 2. That the City of Gardena designates the City Manager as the person authorized to execute Agreement No. 22-14841, all Agreements relating to Agreement No. 22-14841, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements, and any amendments thereto with the California Department of Technology.

SECTION 3. That this Resolution shall be effective immediately.

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

RESOLUTION NO. 6625

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 A

SCO ID: 7502-2214841

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-14841	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Technology

CONTRACTOR NAME
City of Gardena

2. The term of this Agreement is:

START DATE
April 10, 2023

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$4,000,000.00 (Four Million Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	General Information	1
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C	General Terms and Conditions (4/2017)	1
+ -	Exhibit D	Department of Finance Approval	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Gardena

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1700 West 162nd Street	Gardena	CA	90247

PRINTED NAME OF PERSON SIGNING	TITLE
Clint Osorio	City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Technology

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PO Box 1810, MS Y-18	Rancho Cordova	CA	95741

PRINTED NAME OF PERSON SIGNING	TITLE
Danielle Kanelos	Contract Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
GENERAL INFORMATION

1. OBJECTIVE

This Fiscal Intermediary Agreement is entered into by and between the City of Gardena (hereinafter referred to as "Contractor") and the Contracting Agency (hereinafter referred to as the "California Department of Technology" or "Department") for the purpose of a payment mechanism for payment to the City of Gardena, in accordance with Assembly Bill (AB) 179, Amendment to 2022 California Budget Act.

2. CONTACT REPRESENTATIVES

California Department of Technology

Contract Administrator

Name: Tammy Parkison
P.O. Box 1810, MS Y-18
Rancho Cordova, CA 95741
Phone: 916-505-9395
Email: tammy.parkison@state.ca.gov

Customer Representative

Name: Jaylene Sheehan
P.O. Box 1810, MS Y-18
Rancho Cordova, CA 95741
Phone: 916-800-1964
Email: jaylene.sheehan@state.ca.gov

City of Gardena

Contract Analyst

Attention: Ray Beeman
Address: 1700 West 162nd Street
Gardena, CA 90247
Phone: 310-217-9502
Email: rbeeman@cityofgardena.org

Billing Contact

Attention: Ray Beeman
Address: 1700 West 162nd Street
Gardena, CA 90247
Phone: 310-217-9502
Email: rbeeman@cityofgardena.org

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment

Costs for this Agreement shall be $4,000.000.00.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions (GTC 04/2017) are included by reference and may be downloaded at the indicated web page:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

EXECUTIVE ORDER NO. **E 22/23 – 157**
For Fiscal Year 2022-2023

Contract 22-14841
EXHIBIT D - DOF APPROVAL

Authority for the adjustment (e.g., legislation—include chapter number and year of statute, provisional language, control section, code sections, etc. Be as specific as possible.):

Control Section 19.56, Budget Act of 2022, AB 179, Chapter 249/Statutes of 2022

ALLOCATION **FROM** (indicate below):	ALLOCATION **TO** (indicate below):
Fund (name and number) **or Item** (include all: Dept/Ref/Fund/ENY/Program; and include both FI$Cal and Legacy program name and number): General Fund (0001)	**Fund** (name and number) **or Item** (include all: Dept/Ref/Fund/ENY/Program; and include both FI$Cal and Legacy program name and number): Various – see attachment
Dollar Amount: $2,432,277,950	

Purpose*:
This executive order allocates funding appropriated in Control Section 19.56 (Ch. 249/2022) to various state departments so they may coordinate with the recipients of the funding for each of the identified legislative priorities described in the legislation. If no General Fund item exists for a department and a new item is required to make the specified allocation, then a new Non-Budget Act item is created pursuant to Provision 4 of Control Section 19.56 (Ch. 249/2022).

Pursuant to Provision 7 of Control Section 19.56 (Ch. 249/2022), unless otherwise specified in the control section, funds allocated shall be available for encumbrance through June 30, 2024, and expenditure until June 30, 2026.

*If adjustment is an expenditure transfer, please include **Less Funding Item** in the purpose section. If more space is required, please include an attachment.

Approved in accordance with the authority cited above.

DEPARTMENT OF FINANCE
JOE STEPHENSHAW
Director

By: Gregory Bruss

Gregory Bruss
Principal Program Budget Analyst

Date: February 9, 2023

Number of attachments: 1

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 8.I
Section: CONSENT CALENDAR
Meeting Date: April 25, 2023

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

AGENDA TITLE: Approve Amendment No. 4 to Funding Agreement between the Los Angeles County Metropolitan Transportation Authority and the City of Gardena for the On-Street Bus Signal Priority System Project
CONTACT: TRANSPORTATION

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
In 2009, the City of Gardena's GTrans was awarded funding through the Los Angeles County Metropolitan Transportation Authority's (Metro) Call for Projects for GTrans' Bus Signal Priority System (BSP). The project received funding to upgrade intersections with signal priority firmware/software to improve bus running times and on-time performance. This technology integrates with other GTrans Intelligent Transportation System (ITS) projects, including our computer automated dispatching/automated vehicle location (CAD/AVL) solution. GTrans hired Iteris in 2019 to assist with the ITS design and engineering services in support of this project. In 2022 GTrans hired a construction firm to install the equipment. The entire project is now awaiting coordination with Union Pacific Railroad, and continued testing with GTrans' CAD/AVL system.

This Metro-funded portion of this project was completed in February 2023, however Metro was delayed in drafting the funding extension amendment until now. The extension must be executed in order to allow reimbursement to GTrans for the final eligible costs.

Therefore, it is recommended that the Council approve the attached funding amendment between LACMTA and the City of Gardena.

FINANCIAL IMPACT/COST:
These funds were included in the capital budgets for this project for FY23 and FY24. There is no impact to General Fund.

ATTACHMENTS:
F3306 - Amendment 4 Revised 3.10.23.pdf

APPROVED:

_____

Clint Osorio, City Manager

AMENDMENT No. 4 TO FUNDING AGREEMENT BETWEEN CITY OF GARDENA AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 4 to Funding Agreement (this "Amendment"), is dated as of January 9, 2023, by and between City of Gardena ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000F3306, dated November 18, 2014, which was amended on December 1, 2016, November 1, 2017, and October 1, 2020. (as amended, the "Existing FA"), which Existing FA provides for the Gardena Municipal Bus Lines Line 2 TSP Project (the “Project”); and

B. Whereas, LACMTA Board on August 25, 2022, extended the lapsing date of Funds programmed for FY2017-18 to February 28, 2023. All other programmed Funds are no longer available; and

C. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1 (iv) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "expending the Funds granted under this FA for allowable costs by the lapsing date. Funds programmed for FY 2013-14 are no longer available. All funds programmed for FY2017-18 are subject to lapse on February 28, 2023."

2. Attachment B – Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

FA Milestones	**Revised Project Schedule in Amendment 3**		**Revised Project Schedule**	
	Start Date	**End Date**	**Start Date**	**End Date**
Design Bid & Award	June 2019	October 2019	June 2019	October 2019
Design	December 2019	June 2021	December 2019	February 2023
Construction Bid & Award	June 2021	August 2021	May 2022	May 2022
Construction	August 2021	January 2022	May 2022	February 2023
Total Project Duration (Months)	30		44	

3. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: 3/11/2023
Deputy

CITY OF GARDENA

By: _____ Date: _____
Tasha Cerda
Mayor

APPROVED AS TO FORM:

By: _____ Date: April 5, 2023
Carmen Vasquez
City Attorney

NOTICE OF CANCELLATION

City of Gardena

Planning & Environmental Quality Commission

Notice is hereby given that the regular meeting of the Planning & Environmental Quality Commission scheduled for April 4, 2023
has been canceled.

The next regularly scheduled meeting will be held on April 18, 2023, at 7 p.m.

Dated this 30th day of March 2023

/s/ MINA SEMENZA
City Clerk

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda

Website: www.cityofgardena.org

Tuesday, April 18, 2023 – 7:00 PM

1700 W. 162nd Street, Gardena, California

REPORT OF ACTIONS

6. **PUBLIC HEARING ITEMS**

6.A **CONDITIONAL USE PERMIT #1-23**

The Planning Commission reviewed the applicant's request to continue Conditional Use Permit #1-23 to the May 16, 2023, Planning Commission meeting.
Project Location: 1425 West Artesia Boulevard Unit #21-22
Applicant: Tim Mao
Continuation Memo from 4-18-23 to 5-2-23

Commission Action: The Planning Commission opened the public hearing and continued the item to the Planning and Environmental Quality Commission meeting on May 16, 2023, by a vote of 4-0-0.

6.B **CONDITIONAL USE PERMIT #2-23**

The Planning Commission considered a request for a conditional use permit, per section 18.30.030.A of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine in an existing restaurant located in the Commercial (C-2) zone and direct staff to file a Notice of Exemption as an existing facilities project.
Project Location: 1420 West Redondo Beach Boulevard Suite A
Applicant: Stanley Szeto (Dirt Dog)
Staff Report (CUP #2-23)
Resolution No. PC 7-23
Exhibit A: Draft Conditions of Approval
Exhibit B: Project Plans

Commission Action: The Planning Commission approved Resolution No. PC 7-23, approving Conditional Use Permit #2-23 and to direct staff to file a Notice of Exemption, by a vote of 4-0-0.

6.C **CONDITIONAL USE PERMIT #3-23**

The Planning Commission considered a request for a conditional use permit, per section 18.32.030.B of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine in an existing restaurant located in the General Commercial (C-3) and Mixed-Use Overlay (MUO) zones and direct staff to file a Notice of Exemption as an existing facilities project.
Project Location: 15410 South Western Avenue #B
Applicant: Sean Kim (Kyodong Noodle)

Staff Report (CUP #3-23)
Resolution No. PC 8-23
Exhibit A: Draft Conditions of Approval
Exhibit B Project Plans

Commission Action: The Planning Commission approved Resolution No. PC 8-23, approving Conditional Use Permit #3-23 and to direct staff to file a Notice of Exemption, by a vote of 4-0-0.

To view the complete Planning Commission packet CLICK HERE.

PUBLIC COMMENT #1

'23 APR 11 PM 2:31
CITY CLERK'S OFC

Anahi Corte

From: Veasna Mai CA-Long Beach <veasna.mai@commonspirit.org>
Sent: Tuesday, April 11, 2023 1:53 PM
To: Public Comment
Subject: Public Comment

Caution! This message was sent from outside your organization.

My name is Veasna Mai and I am a member of Advocates Invested in Restoring the Environment Coalition. I am concerned about multi-unit housing not being smoke-free in the city of Gardena. People living in apartments are more likely to breathe secondhand smoke. It can enter homes through vents, electrical outlets, windows, and even tiny cracks in walls. In a survey conducted by the Los Angeles Tobacco Prevention Network, 38% of Gardena residents have experienced secondhand smoke drifting into their home. We urgently request the Gardena City Council to act now and regulate smoke-free multi-unit housing in the city of Gardena. Everybody deserves to live in a smoke-free environment.

Veasna Mai

Caution: This email is both proprietary and confidential, and not intended for transmission to (or receipt by) any unauthorized person(s). If you believe that you have received this email in error, do not read any attachments. Instead, kindly reply to the sender stating that you have received the message in error. Then destroy it and any attachments. Thank you.

Georgina Placido PUBLIC COMMENT #2

From: elizabeth sosa <live70usa@gmail.com>
Sent: Friday, April 21, 2023 12:24 PM
To: Public Comment
Subject: Public Comment

CITY CLERK'S OFC
'23 APR21PM12:32

Caution! This message was sent from outside your organization.

I would like to know if there is any interest or project in the works to renovate and upgrade Garden's historical center on Gardena Blvd?
Ms Sosa
Resident of Gardena 15yrs

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

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

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

AGENDA TITLE: New Entertainment Permit to Allow Karaoke for Sushibei #1 located at 2021 West Redondo Beach Boulevard Suites F and G

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve a New Entertainment Permit for Sushibei #1 at 2021 West Redondo Beach Blvd, Suites F and G

RECOMMENDATION AND STAFF SUMMARY:

On December 20, 2022, an application for a new entertainment permit was filed by Sachiko Utsumi, the owner of Sushibei #1, an existing restaurant located at 2021 West Redondo Beach Boulevard, Suites F and G. The restaurant has been in operation since 1990, and last held an active entertainment permit in 2012, which has since been expired. At this time the applicant is requesting the approval of a new entertainment permit to allow for karaoke singing at the establishment on Tuesdays through Sundays from 5:00pm to 2:00am.

Attached for the City Council's consideration is the application for a new entertainment permit, departmental memorandums with recommended conditions, and inspections and/or investigation reports. After reviewing the responses from the applicable departments and the reasons for denial stated in Section 5.32.050 of the Gardena Municipal Code, it is recommended that the City Council approve the application with those conditions recommended by staff.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

Application for Sushiebei #1.pdf
Planning Division Memo.pdf
Police Department Memo.pdf
Los Angeles County Fire Department Memo.pdf

APPROVED:

_____

Clint Osorio, City Manager

$ 1829.00

City of Gardena

COMMUNITY DEVELOPMENT DEPARTMENT
BUSINESS LICENSE DIVISION
1700 W. 162nd Street, Gardena CA 90247
TEL: (310) 217-9518 EMAIL: CDDBusinessLicense.web@cityofgardena.org

Entertainment Permit Application

Filing Requirements

1. Pursuant to the Gardena Municipal Code (GMC) Section 5.32.030, a nonrefundable processing fee is to be filed along with the application. Application must be signed and submitted by the owner of the business.
2. A detailed floor plan (drawn to scale or dimension) of your premises must be attached to this application, which clearly shows the layout of all rooms. The plan is to be submitted on an 8 ½" x 11" sheet of paper. The layout must show the location of the requested entertainment and related equipment, as well as the other pertinent features of the interior, such as seating (tables and/or booths) and all other furniture, fixtures, and equipment. Please show the overall dimensions of each room on your premises.
3. If the serving of alcoholic beverages is part of your business, a copy of the Conditions of Approval for your license from Alcoholic Beverage Control (ABC) must be attached to this application. You may contact ABC at (562) 982-1337 for a copy.

The undersigned makes application to the Gardena City Council as required under the provisions of the GMC Section 5.32.010 through Section 5.32.100 to conduct the following business or activity:

Name of Business: Sushibei #1	Phone No. (310)575-5246
Address of Business: 2021 W. Redondo Beach Blvd. F&G. Gardena, CA. 90247	
Name of Applicant: Sachiko Utsumi	
Applicant is: ☒ An individual ☐ Partnership ☐ Association ☐ Corporation ☐ Other_____	
The type and nature of the entertainment proposed (please give a detailed description): Karaoke	
The amount and names of entertainers, if known: None	
Hours and Days of Presentation of Entertainment: Tue — Sun. 5:00PM — 2:00AM	
State the name and address of each person who has authority or control of business and the nature and extent of such authority or control: Sachiko Utsumi - Owner [redacted]	

City of Gardena

COMMUNITY DEVELOPMENT DEPARTMENT
BUSINESS LICENSE DIVISION
1700 W. 162nd Street, Gardena CA 90247
TEL: (310) 217-9518 EMAIL: CDDBusinessLicense.web@cityofgardena.org

Has the applicant, any Officer, Director, or Member of applicant ever been arrested or convicted in any court for any crime involving moral turpitude? ☒ No ☐ Yes (give details below)

Date of Arrest	Location	Arresting Agency	Disposition

Has any business or entertainment permit ever been revoked or denied to the applicant in the past? ☒ No ☐ Yes
If yes, explain in detail the circumstances of such revocation or denial and give name and address of authoritative body:

Notice, when required, to be sent to the following address
2021 W. Redondo Beach Blvd. Ste F&G Gardena, CA. 90247

Are alcoholic beverages served at this location? ☐ No ☒ Yes
If yes, what type of license (number) do you hold? (attach a copy of conditions, as well) Type 47
If no, do you plan to file with ABC for an application? ☐ No ☐ Yes
If yes, what type (number)? _____

If the applicant is an individual, the residence and business address of applicant:

Residence Address 2017 Clark Ln #A, Redondo Beach, CA. 90278	Phone No. (310) 972-9460
Business Address 2021 W. Redondo Beach Blvd, Gardena, CA 90247	Phone No. (310) 575-5246
Social Security No. 561-02-7162	Driver's License No. N0366926

If the applicant is other than an individual, state the name, residence, and business address of each of the Co-Partners or Members of the Firm, Co-Partnership, or Joint Venture, and the name, residence, and business address of each of the Principal Officers and Directors of the Association or Corporation; and, if a Corporation, the same of each Stockholder owning not less than ten percent (10%) of the stock of the Corporation. Use additional forms if necessary.

Name	Title
Residence Address	Phone No.
Business Address	Phone No.
Social Security No.	Driver's License No.
Percentage Invested (if Corporation)	

City of Gardena

COMMUNITY DEVELOPMENT DEPARTMENT
BUSINESS LICENSE DIVISION
1700 W. 162nd Street, Gardena CA 90247
TEL: (310) 217-9518 EMAIL: CDDBusinessLicense.web@cityofgardena.org

Name	Title
Residence Address	Phone No.
Business Address	Phone No.
Social Security No.	Driver's License No.
Percentage Invested (if Corporation)	

Name	Title
Residence Address	Phone No.
Business Address	Phone No.
Social Security No.	Driver's License No.
Percentage Invested (if Corporation)	

Name	Title
Residence Address	Phone No.
Business Address	Phone No.
Social Security No.	Driver's License No.
Percentage Invested (if Corporation)	

City of Gardena

COMMUNITY DEVELOPMENT DEPARTMENT
BUSINESS LICENSE DIVISION
1700 W. 162nd Street, Gardena CA 90247
TEL: (310) 217-9518 EMAIL: CDDBusinessLicense.web@cityofgardena.org

The undersigned applicant understands that the application may be considered by the City Council only after full investigation and report has been made by the Chief of Police and the Building Official of the City of Gardena or their authorized representatives.

The undersigned applicant understands and agrees that any business or activity conducted or operated under any permit and license issued under the application must and shall be operated in full conformity with all laws of the State of California and the laws and regulations of the City of Gardena applicable thereto, and that any violation of any such laws or regulations in said place of business, or in connection therewith, shall render any permit and license therefore subject to immediate suspension or revocation, pursuant to the GMC Section 5.32.050.

I hereby acknowledge notice that the hearing on this application will be held before the City Council of the City of Gardena in the Council Chamber located in City Hall at 1700 West 162nd Street therein.

I, Sachiko Utsumi declare under penalty of perjury that the statements contained in the Entertainment Permit Application are true and correct to the best of my knowledge and belief and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue or revocation of a permit and/or license hereunder.

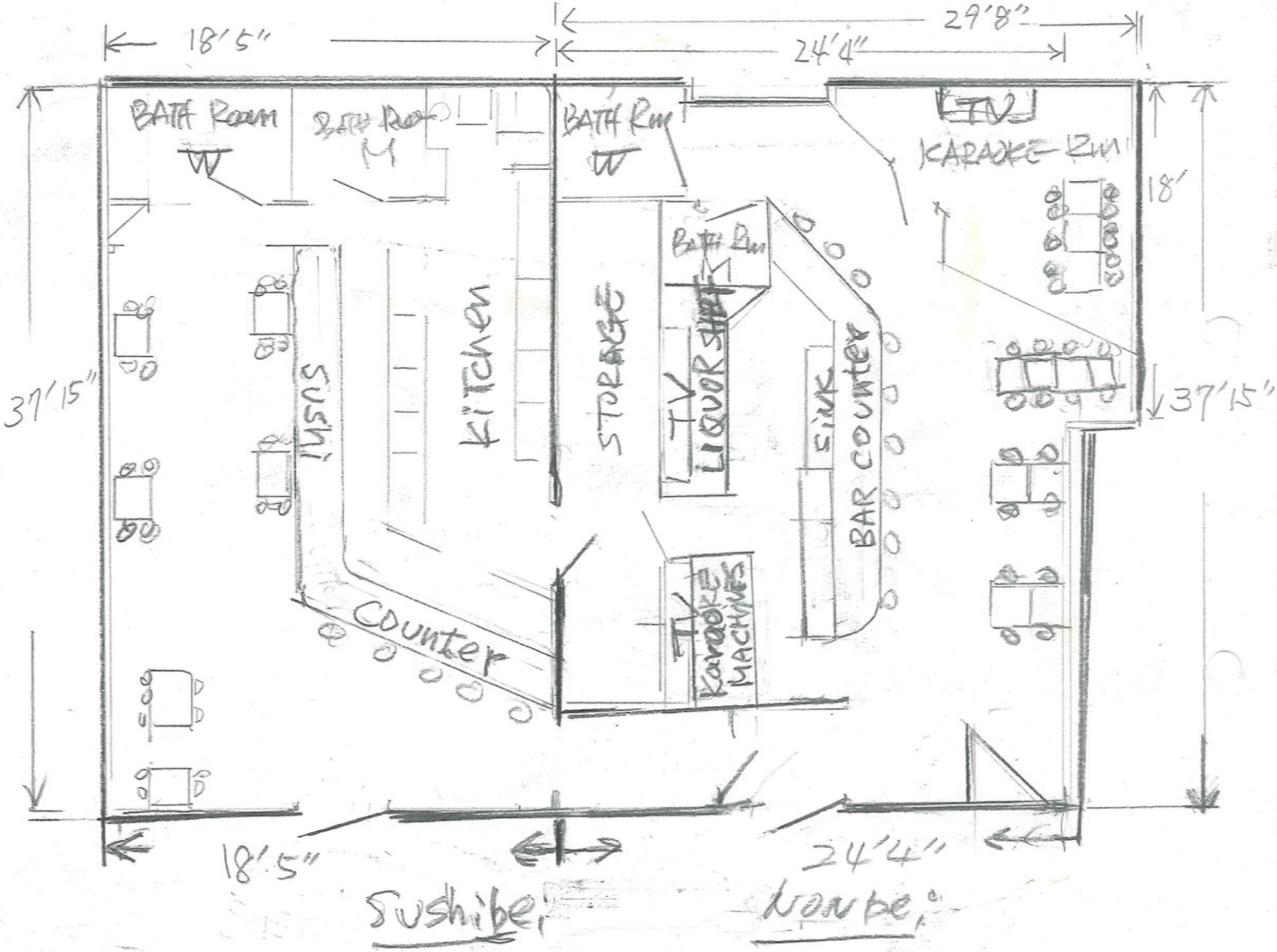
Signature	
Print Name SACHIKO UTSUMI	Date 12-20-22

City of Gardena 142
1700 W 162nd St
310-217-9500 / 202
12/20/2022 12:18:59.000 Reg CASHIER_COMDEV2
Validation Receipt
Payor: SUSHIBEI #1
CHARGES-
0100020033220 $ 1829.00
PERMIT

Sub-total $******1829.00

PAYMENT-
Check - 7251 $ 1829.00
UTSUMI BAY ENTERPRISES INC

Change $*********0.00


18'5"
29'8"
24'4"
BATH Room
W
BATH Rm
M
BATH Rm
W
TV
KARAOKE RM
18'
37'15"
37'15"
Redondo Beach Blvd.
SUSHI
KITCHEN
STORAGE
BATH Rm
TV
LIQUOR SHELF
SINK
BAR COUNTER
TV
KARAOKE MACHINES
COUNTER
18'5"
24'4"
Sushibei
Nonbei
Grammercy
Front
Site / Floor Plan

MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Planning Division

DATE: December 21, 2022

FROM: Greg Tsujiuchi, Director

REF: New Entertainment Permit for 2023

SUBJ: Department Inspection & Investigation Request

CC:

Type of Application:	**ENTERTAINMENT PERMIT(NEW)**
Business:	SUSHIBEI #1
Owner:	Sachiko Utsumi
Location:	2021 W. Redondo Beach Blvd. Gardena, CA 90247
Request Approval for:	**Entertainment in the form of Karaoke**

Background:

Attached is an application for an Entertainment Permit from **Sushibei #1**. The applicant is seeking approval to provide entertainment in the form of Karaoke, Tuesday through Sunday between the hours of 5:00 p.m. and 2:00 a.m. The business has been conducting business since 1990.

Please conduct the necessary inspections and/or investigation and reply by December 28, 2022.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay

Department Response

Name of Department: Planning

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☐ Recommend Approval

☒ Recommend Approval with Additional Conditions (see List of Conditions)

☐ Recommend Denial – See comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Division Signature	Amanda Usumi
Date	4/4/2023

MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Amanda Acuna, Senior Planner

DATE: April 4, 2023

FROM: Kevin La, Assistant Planner

REF: New Entertainment Permit

SUBJ: Re: Department Inspection & Investigation Request

CC:

The property located at 2021 W. Redondo Beach Blvd., is zoned as General Commercial (C-3) and the existing restaurant is a permitted use by-right per Gardena Municipal Code (GMC) Section 18.32.020.A. On February 20, 1990, the Planning Commission approved Conditional Use Permit (CUP) #11-82, for the sales of on-site consumption of beer, wine, and spirits, and Variance (VAR) #1-90, to reduce the amount of required parking spaces needed for the restaurant establishment. For the property constructed circa 1979, VAR #1-90 waived the required parking spaces, as the property would have needed 65 parking spaces, but was reduced by Planning Commission approval for 57 parking spaces instead. Since there has been no expansion of the subject restaurant square footage and the property currently provides 60 parking spaces on the premise, the existing parking spaces should be sufficient for the approval of the entertainment permit.

The Planning Division is recommending approval of a new Entertainment Permit for Sushibei located at 2021 W. Redondo Beach Blvd, provided the following conditions of approval are met:

1. The applicant shall comply with all applicable provisions of the Gardena Municipal Code (GMC).
2. The applicant shall abide to all requirements of the Gardena Police Department prior to and during operation.
3. The applicant shall comply with all noise requirements described in Chapter 8.36 of the GMC.
4. Prior to any changes to the operations, all proposed changes shall be reviewed and approved by the Community Development Department.
5. The applicant shall limit the hours of operation from 5:00pm to 2:00am, Tuesdays through Sundays, provided the Community Development Director has the authority to change the hours of operation in order to safeguard the health, safety and welfare of adjacent residential districts at a later time.
6. All exterior doors shall be kept closed during business hours.
7. The applicant shall only install window coverings that do not restrict visibility into the unit.
8. The City retains the right to inspect the business after issuance of a permit and license to ensure the applicant continues compliance with City requirements.
9. The applicant shall remove any person(s) demonstrating disorderly conduct or loitering from the premise.
10. The entertainment permit will expire one year after the approval date and the applicant must contact the Business License office to renew thereafter, in accordance with GMC Chapter 5.32.

MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department, Fire Department

DATE: March 20, 2023

FROM: Greg Tsujiuchi, Director

REF: New Entertainment Permit for 2023

SUBJ: Department Inspection & Investigation Request

CC:

Type of Application:	**ENTERTAINMENT PERMIT(NEW)**
Business:	SUSHIBEI #1
Owner:	Sachiko Utsumi
Location:	2021 W. Redondo Beach Blvd. Gardena, CA 90247
Request Approval for:	**Entertainment in the form of Karaoke**

Background:

Attached is an application for an Entertainment Permit from **Sushibei #1**. The applicant is seeking approval to provide entertainment in the form of Karaoke, Tuesday through Sunday between the hours of 5:00 p.m. and 2:00 a.m. The business has been conducting business since 1990.

Please conduct the necessary inspections and/or investigation and reply by **March 27,2023**.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay

Department Response

Name of Department: Police

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval

☐ Recommend Approval with Additional Conditions (see List of Conditions)

☐ Recommend Denial – See comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature	MSPeo
Date	3/28/23

MEMORANDUM

GARDENA POLICE DEPARTMENT

TO:	Michael Saffell Chief of Police	**DATE:**	March 28, 2023
FROM:	Joel Martinez Detective	**REF:**	
SUBJ:	Sushi Bei Entertainment Permit	**CC:**	Chain of Command

Per Gardena Municipal Code Chapter 5.32.010, the Special Investigations Unit recommends that the City Council approves the new entertainment permit for Sushi Bei based on the following results:

• On March 20, 2023, a completed business application was submitted to the City of Gardena Community Development Department by Sachiko Utsumi.

• The business owner's (Sachiko Utsumi) background was checked using DMV, WANTS, Tiburon, and Mark43 databases and those results were negative.

• A calls-for-service check was completed on March 28, 2023, and there were no recent calls for service directly associated with the business.

NOTED CAPT FOX 3/29/23

MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department, Fire Department

DATE: December 21, 2022

FROM: Greg Tsujiuchi, Director

REF: New Entertainment Permit for 2023

SUBJ: Department Inspection & Investigation Request

CC:

Type of Application:	**ENTERTAINMENT PERMIT(NEW)**
Business:	SUSHIBEI #1
Owner:	Sachiko Utsumi
Location:	2021 W. Redondo Beach Blvd. Gardena, CA 90247
Request Approval for:	**Entertainment in the form of Karaoke**

Background:

Attached is an application for an Entertainment Permit from **Sushibei #1**. The applicant is seeking approval to provide entertainment in the form of Karaoke, Tuesday through Sunday between the hours of 5:00 p.m. and 2:00 a.m. The business has been conducting business since 1990.

Please conduct the necessary inspections and/or investigation and reply by December 28, 2022.

Your prompt attention to this request is greatly appreciated so that we can dispose of this matter without delay

Department Response

Name of Department: Fire

Complaints have been received in the past regarding this location (if yes, see attached information): ☐ Yes ☐ No

☒ Recommend Approval

☐ Recommend Approval with Additional Conditions (see List of Conditions)

☐ Recommend Denial – See comments below/attached Memo.

☐ Comments (Please list conditions/comments here or attach a separate memo)

Department Head Signature	CA Johnson
Date	3/21/23

City of Gardena

Gardena City Council Meeting
AGENDA REPORT SUMMARY

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

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

AGENDA TITLE: PUBLIC HEARING: Consideration of a Resolution to Approve a Mitigated Negative Declaration, Conditional Use Permit and Site Plan Review for a 190,860 Square Foot Warehouse Building in the Industrial Zone
LOCATION: 1600 and 1606 W. 135th Street (APNs: 6102-013-026, 027)
APPLICANT: Gardena Owner LP

COUNCIL ACTION REQUIRED:
Staff Recommendation: Conduct a Public Hearing, please allow three (3) minutes for each speaker, and Adopt Resolution No. 6626, Upholding the Decision of the Planning Commission.

RECOMMENDATION AND STAFF SUMMARY:
On March 21, 2023, the Planning Commission held a duly noticed public hearing on the project to develop a new 190,860 square foot industrial building at 1600 West 135th Street, after which the Commission voted to adopt Resolution No. 4-23, approving the project.

On March 28, 2023, Councilmember Love called for review of the project, which was seconded by Mayor Pro Tem Francis.

The staff report provided to the Planning Commission on March 21, 2023, is attached for further information regarding the project. The presentations given by staff and the applicant at the Planning Commission meeting, are also attached for the City Council's review.

FINANCIAL IMPACT/COST:
None.

ATTACHMENTS:
Planning Commission Staff Report and Resolution Dated March 21, 2023.pdf
Staff Presentation dated March 21, 2023.pdf
Applicant Presentation dated March 21, 2023.pdf
RESOLUTION_NO._6626.pdf
Exhibit A - Final IS_MND dated March 2023.pdf
Exhibit B - Response to Comments dated February 2023.pdf
Exhibit C - Mitigation Monitoring and Reporting Program.pdf
Exhibit D - Architectual Plans.pdf

Exhibit E - Conditions of Approval.pdf
Exhibit F - Technical Memo Dated March 16, 2023.pdf

APPROVED:

_____
Clint Osorio, City Manager

CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

STAFF REPORT
RESOLUTION NO. PC 4-23
ENVIRONMENTAL ASSESSMENT #18-21
CONDITIONAL USE PERMIT #7-21 & SITE PLAN REVIEW #9-21
AGENDA ITEM #6.A

DATE: March 21, 2023

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

FROM: Greg Tsujiuchi, Director of Community Development

PREPARED BY: Amanda Acuna, Senior Planner

APPLICANT: Gardena Owner LP

LOCATION: 1600 and 1606 W. 135th Street (APNs: 6102-013-026, 027)

REQUEST: The applicant is requesting the following to construct a new 190,860 square foot industrial building on an 8.46 acre property:

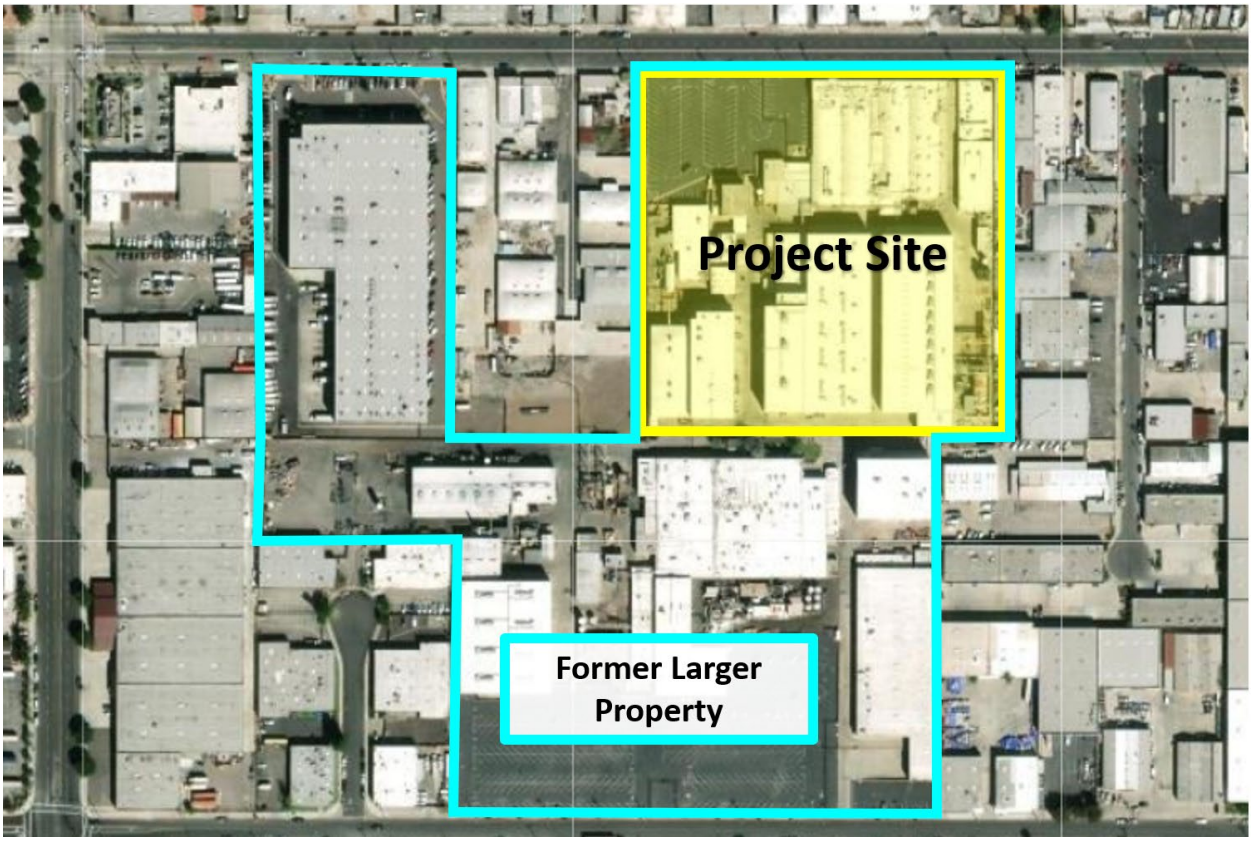
1. Conditional Use Permit (CUP #7-21) – To permit the operations of a warehouse facility in the General Industrial (M-2) zone in accordance with Section 18.46.030.C.18 of the Gardena Municipal Code; and
2. Site Plan Review (SPR #9-21) – Demolition of all existing on-site buildings to construct a new 190,860 square foot tilt-up industrial building, with 22 dock doors, a new parking area, lighting, and landscaping site improvements; and
3. Environmental Assessment (EA #18-21) – Adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).

BACKGROUND/SETTING

On December 1, 2021, an application for a conditional use permit and site plan review was submitted to develop a 190,860 square foot industrial building that would include 10,000 square feet of office space on the properties at 1600 and 1606 W. 135th Street. The project site consists of two parcels that total 8.46 acres, located at the northern end of the City between West 135th Street to the north, West 139th Street to the south, Normandie Avenue to the east, and South Western Avenue to the west. The site is currently developed with 22 existing industrial buildings that are occupied by AVCorp Composite Fabricators (AVCorp) who uses the site to manufacture silica and carbon-based products for aerospace and commercial applications. The site was formerly part of a larger property that was occupied by various owners including British Petroleum Advanced Materials (BP) and HITCO Carbon Composites, Inc. (HITCO) (see Figure 1:

Aerial Map). All existing structures were constructed between 1950 and 2010 and have been used to manufacture silica and carbon based products since construction.

Figure 1: Aerial Map



The project site has a land use designation of General Industrial and a corresponding zoning of General Industrial (M-2), as shown in Figure 2. The site is bounded by the same land use and zoning designation in all directions. Adjacent land uses include a metal fabricator and furniture manufacturer, located immediately west of the site, a small parts manufacturing facility is located north of the site and beyond West 135th Street, fabrication shop to the east and a similar manufacturing facility of carbon-based products for aerospace and commercial applications continues to operator on the properties to the south (Table 1- Surrounding Uses)

Figure 2: Zoning Map

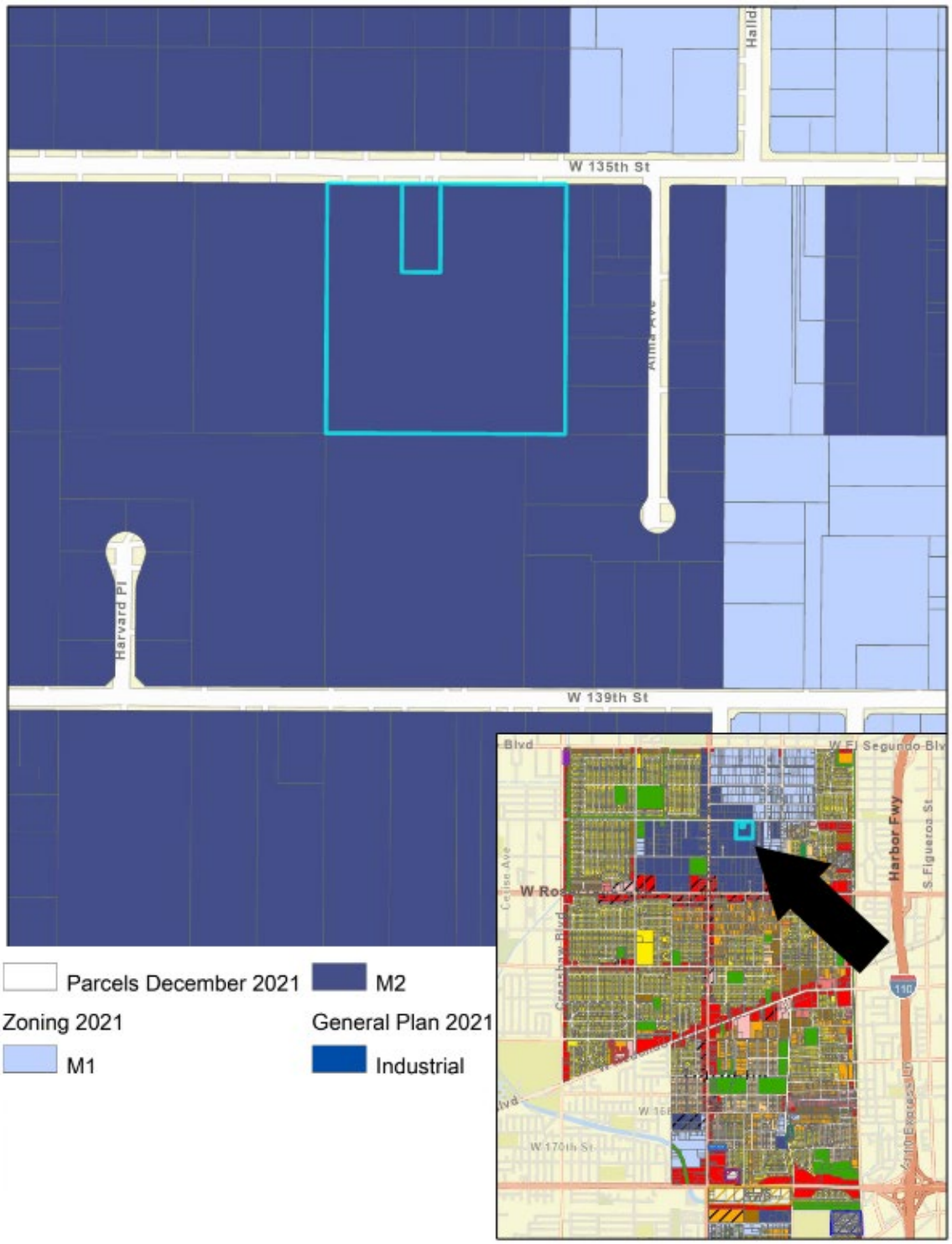


Table 1 – Surrounding Uses

	Zoning Designation	General Plan Land Use Designation	Existing Land Use
Project Site	M-2	Industrial	Manufacturing
North	M-1/M-2	Industrial	Manufacturing
South	M-1	Industrial	Manufacturing
East	M-2	Industrial	Machine Shop
West	M-2	Industrial	Metal Fabricator

PROJECT DESCRIPTION

The applicant is proposing to demolish all existing buildings, structures, parking lots and associated improvements to construct a new 190,860 square foot (-sf) industrial building consisting of 180,860-sf for industrial uses and 10,000-sf for office use. The applicant is proposing to construct a shell industrial building which has been designed to accommodate up to two tenants for a variety of uses including light assembly, manufacturing, and warehousing. As the property is located in the M-2 zone, use of the building for light assembly and manufacturing are allowed by-right under the Gardena Municipal Code (GMC). However, the building has also been designed with large unobstructed spaces that will accommodate warehousing. In accordance with GMC Section 18.46.030.C.18, warehouses in the M-1 and M-2 zones are subject to a conditional use permit. Therefore, the applicant is requesting approval of a conditional use permit and has designed the project plans to meet those requirements for warehousing, and all other applicable provisions for the M-2 zone.

Additionally, pursuant to GMC Section 18.44.010.A, whenever a conditional use permit for a development project is being sought, a site plan review shall be processed concurrently. Therefore, a site plan was prepared to show all the uses proposed with full dimensions of all buildings, building heights, spaces between buildings, off-street parking and loading spaces, points of ingress and egress, fences, and landscaping features.

The proposed structure is of modern design with concrete panel elements to be used as accents and multi-colored paint compositions to break down the scale of the concrete tilt up walls. The project will introduce 20,289-sf of new landscaping including ten-foot landscape planters along the front property line. All parking areas, walkways, and driveways will have proper outdoor lighting that will be cast downward and will be shrouded to prevent glare.

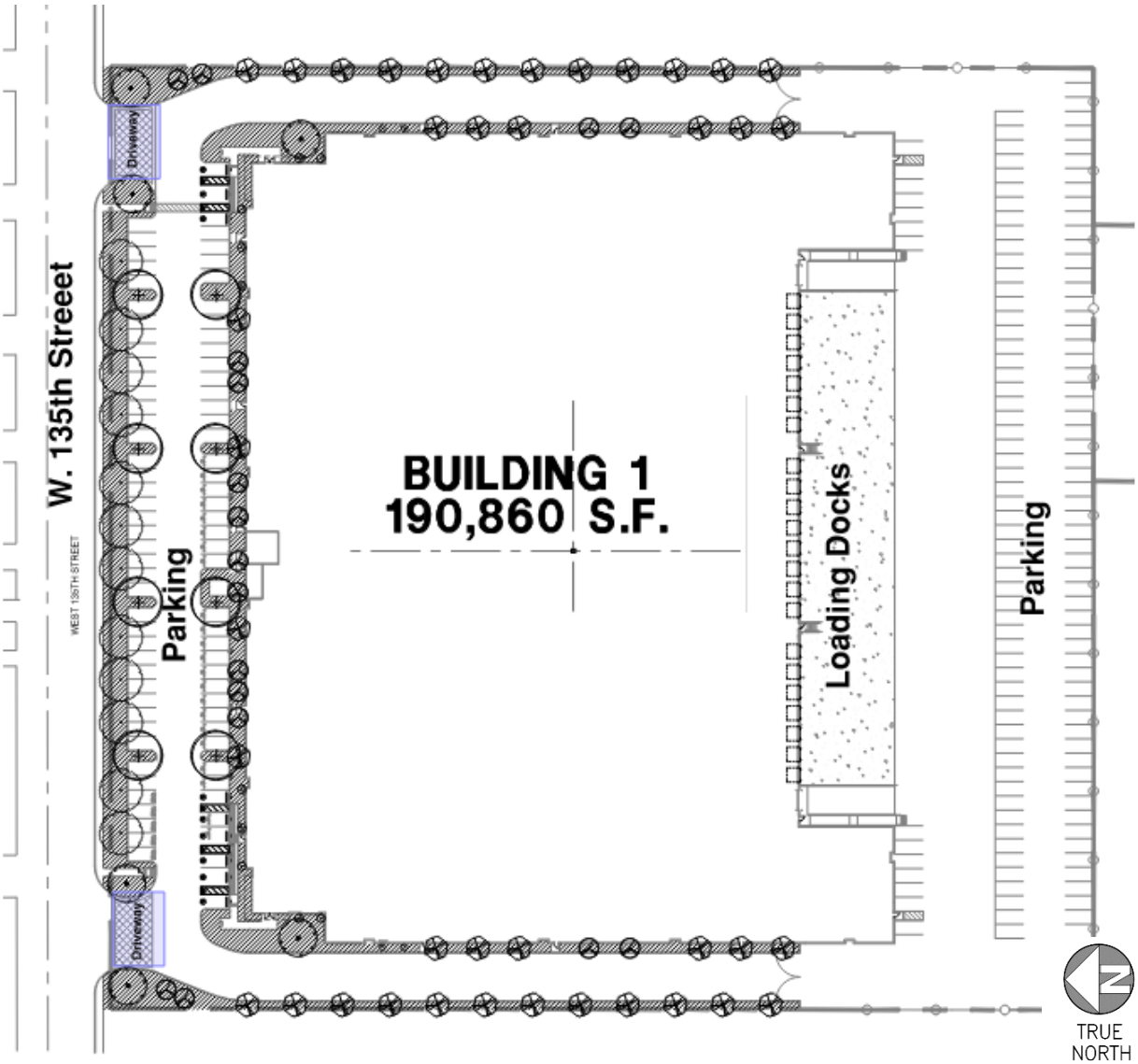
Vehicular access to the site is provided by two 45-foot wide driveways on West 135th Street. Parking is proposed to be located in surface parking lots on the north side of the

proposed building fronting West 135th Street with additional stalls available to the rear of the property.

To allow for the construction of the 190,860-sf industrial building for warehouse use, the applicant is seeking approval of the following entitlements:

1. Conditional Use Permit (CUP #7-21) – To permit the operations of a warehouse facility in the General Industrial (M-2) zone in accordance with Section 18.46.030.C.18 of the Gardena Municipal Code; and
2. Site Plan Review (SPR #9-21) – Demolition of all existing on-site buildings to construct a new 190,860 square foot tilt-up industrial building, with 22 dock doors, a new parking area, lighting, and landscaping site improvements; and
3. Environmental Assessment (EA #18-21) – Adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).

Figure 3: Site Plan



ANALYSIS

CONDITIONAL USE PERMIT #7-21

In order to grant a conditional use permit for warehousing at the 1600 and 1606 W. 135th Street, the Planning Commission must make the following findings pursuant to GMC Section 18.46.040.F for the proposed use of a warehouse:

1. **That the use if one for which a conditional use permit is authorized;**

In accordance with GMC Section 18.46.030.C.18, warehouses in the M-1 and M-2 zones are subject to a conditional use permit. Pursuant to GMC Section 18.04.476, warehouse means a building where goods or products are stored, whether on a short-term or long-term basis. This classification does not include self-storage facilities but does include the storage of products for wholesale distribution. The applicant's proposal for a new industrial building is designed to accommodate a variety of uses including warehousing.

2. **That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare;**

   The building has been designed to accommodate up to two tenants for a variety of uses that will allow all activities to be contained within the enclosed structure and loading areas that are oriented away from the public rights-of-way. The site is located in a predominantly industrial area. Surrounding uses include manufacturing and other similar warehouse facilities. The project will be an improvement to the property as it will remove buildings that are 74 years old and replace them with a new 190,860-square foot tilt-up concrete industrial building. The project will not be detrimental to the public health, safety or welfare. As shown in Tables 4a-4f, the project will be compatible with various goals and policies of the City's Land Use Plan, Economic Development Plan, Community Design Plan, Circulation Plan, Conservation Plan, Public Safety Plan, and Noise Plan.

3. **That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood;**

   The property has a dimension of 620 feet in depth and 600 feet in width. As shown in the analysis of the site plan further in the report, the project meets or exceeds all of the minimum development standards of the M-1 zone, including setbacks, walls, fencing, landscaping, and parking. Additionally, the project will meet all the requirements for a warehouse use set forth in GMC Section 18.46.030.C.18.

4. **That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use; and**

The Circulation Plan of the Gardena General Plan designates West 135th Street as a major collector roadway. Major collector roadways are intended to serve as an intermediate route to carry traffic between collector roadways and arterial roadways. Major collector roadways are designed to carry moderate levels of traffic, with an average right-of-way width of 80 feet, generally in the range of 15,000 to 25,000 vehicles per day. The use of the property for light assembly, manufacturing, and warehousing is not expected to generate more traffic than the existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the proposed use.

5. **That the conditions stated in the decision are deemed necessary to protect the public health, safety and general welfare.**

   The conditions of approval for Conditional Use Permit #7-21, will ensure that the warehouse use will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

In addition to the above findings, pursuant to GMC Section 18.46.030.C.18, the following requirements apply to all warehouse uses in the manufacturing zones:

1. **Loading and unloading. Loading and unloading activities shall take place in areas designed and permanently designated solely for such purpose;**
   a. **Loading spaces shall be designed so as to permit vehicular and truck traffic to move into and out of the loading spaces without backing into or upon a street;**

      The proposed loading and unloading areas are located along the south end of the building and oriented away from public view. There are 22 loading docks and two overhead bay doors with concrete ramps. Each loading spaces is designed to allow vehicular and truck traffic to move into and out of the loading spaces without the backing of any truck into or upon parking spaces. Each loading dock space has a dimension of approximately 13-feet in width and at least 40-feet in length and are cleared to the sky. The loading area has a backup clearance of approximately 83 feet. There is no loading space that backs into or upon a public street or alley.

   b. **Truck loading areas shall be screened from public view by an eight-foot-high wall, accessory structures, or landscaping and foliage so arranged as to conceal the loading facility;**

      The proposed loading and unloading areas are located along the south end of the building and not visible from public view.

2. **Setbacks. Landscape setbacks of at least ten feet shall be required along all street frontages, except alleys;**

   Ten-foot landscape planters will be located along the front property line that will include 15-gallon and 24-inch box trees along with various ground covering, plants, and shrubbery.

3. **Fencing. Barbed wire shall not be used in areas visible to the public;**

   The applicant's proposal does not include the use of barbed wire. Further, a condition has been added to prohibit barbed wire to be used in areas visible from the public right-of-way.

4. **Driveways. Driveways must be at least forty-five feet wide;**

   The project includes two driveways along West 135th Street that each have a width of 45 feet.

5. **Parking. Customer parking must be separate from truck parking and loading areas;**

   The applicant is proposing 82 parking stalls, including eight accessible stalls, along the north side of the proposed building which fronts West 135th Street. This area is intended for customer parking and has access to the building entrances on the northeast and northwest corners of the building. Additional parking is available in the rear of the property which is intended for employees. The loading area is located on the south side of the property and is separated from customer parking.

6. **Applicant shall be required to pay an annual service impact fee to be imposed in accordance with the Mitigation Fee Act (Government Code Section 66000 et seq.);**

   The Gardena Municipal Code needs to be amended as to this provision. Mitigation fees are not imposed on an annual basis. The applicant has agreed to pay a one-time fee in the amount of $100,245.60 for its pro rata share of rehabilitation of W. 135th Street from Western to Normandie Avenues. A condition has been added to this effect.

SITE PLAN REVIEW #9-21

In accordance with GMC Section 18.44.010.A, site plan review is required when a conditional use permit or other discretionary permit is being sought. Site plan review approval requires the following findings to be made:

(1) The physical location, size, massing, setbacks, pedestrian orientation, and placement of proposed structure on the site and the location of proposed uses within the project are consistent with applicable standards.
(2) The development is consistent with the intent and purpose of the general plan and provisions of the municipal code, and
(3) The health and safety services (police and fire) and public infrastructure are sufficient to accommodate the new development; and
(4) The project is compatible with the surrounding sites and neighborhoods; and
(5) The project has been determined to be exempt from the California Environmental Quality Act or the appropriate environmental document has been completed and required findings have been made.

The following analysis is presented to describe the proposed project, as shown the architectural plans dated November 8, 2021 (Exhibit D of Resolution No. PC 4-23) and any anticipated effects it may have on other properties in the vicinity and the city as a whole.

The subject property is located in the M-2 zone. In accordance with Chapter 18.38, all regulations of the M-2 zone are identical to those of the M-1 zone. The proposed structure complies with the development standards set forth in GMC Chapter 18.36 (Table 2-Development Standards).

Table 2 – Development Standards

Development Standard	M-2 Zone Requirement	Project Proposal	Project Compliant?
Maximum Floor Area Ratio (FAR) – Maximum	1.0	0.52	Yes
Building Height – Maximum	65 ft	42 ft	Yes
Minimum Setbacks - Minimum			
Front	10 ft	84 ft	Yes
Side	None	41 ft	Yes
Rear	None	121 ft	Yes
Landscaping - Minimum			
Street frontage	First 10 ft	First 10 ft	Yes
5% of parking area	8,882-sf	20,289-sf	Yes
Height of Walls/Fencing - Maximum	8 ft	8 ft	Yes

Development Standard	M-2 Zone Requirement	Project Proposal	Project Compliant?
Parking – Minimum			
1 space/1,000-sf	33 spaces	220 spaces	Yes
1 space/300-sf	181 spaces		

A total of 220 parking spaces are provided, which meets the required amount of parking spaces for 190,860-sf of warehouse and 10,000-sf of office use. As mentioned, the proposed building is designed to accommodate up to two tenants for a variety of uses including light assembly, manufacturing, and warehousing. As shown above, the parking ratio for warehouse uses is 1 space per 1,000-sf of warehouse area 1 space per 300-sf of office. However, parking for manufacturing uses is based on a rate of 1 space per 750-sf of manufacturing area. As shown below, the project will allow for flexibility in use for up to 19,500-sf of manufacturing uses. A condition has been added to ensure that parking requirements continue to be met.

Table 3 – Alternative Uses Parking Requirements

Minimum Parking Requirement	M-2 Zone Requirement	Project Proposal	Project Compliant?
Warehouse (161,360-sf)			
1 space/1,000-sf	161 spaces		
Manufacturing (19,500-sf)			
1 space/750-sf	26 spaces		
Office (10,000-sf)			
1 space/300-sf	33 spaces		
TOTAL	220 spaces	220 spaces	Yes

As shown, the project meets or exceeds all of the minimum development standards of the M-2 zone, therefore, the physical location, size, massing, setbacks, pedestrian orientation, and placement of proposed structure on the site and the location of proposed uses within the project are consistent with applicable standards.

The General Plan Land Use Plan designates the subject property as Industrial. Allowing the warehouse use would be consistent with various goals and policies of the General Plan including the following:

Table 4 – General Plan Consistency

Table 4a – Land Use

<u>LU Goal 2</u> Develop and preserve high quality commercial centers and clean industrial uses that benefit the City's tax base, create jobs and provide a full range of services to the residents and businesses.	
LU 2.1: Require ample landscaping and high level maintenance in all new and existing commercial and industrial developments.	The project will introduce 20,289-sf of new landscaping including ten-foot landscape planters along the front property line. Further landscaping will run along the drive-aisles located on the west and east sides of the property.
<u>LU Goal 3</u> Provide high quality, attractive and well-maintained commercial, industrial, and public environments that enhance the image and vitality of the City.	
LU 3.1: Require adequate off-street parking, internal circulation and loading spaces for commercial developments.	220 parking spaces are proposed to be located in surface parking lots on the north side of the proposed building fronting West 135th Street and to the rear of the property. There are two drive aisles along the west and east sides of the property that will provide proper internal circulation.
LU 3.5: Promote the development and preservation of attractive commercial and industrial development with ample landscape treatment, adequate parking and the full range of customer amenities.	The project will demolish all existing industrial buildings that were constructed between 1950 and 2010. The existing conditions of the property had inadequate parking supply and little landscaping through the property. The applicant is proposing to meet all minimum development standards including parking and landscaping.
LU 3.7: Require the mitigation or remediation of potential hazardous conditions in the City.	The site has historically impacted groundwater. As a condition, the applicant shall prepare and implement a Remedial Action Plan to the Los Angeles Regional Water Quality Control Board.
LU 3.9: Require loading and unloading of materials to be conducted completely on	There are 22 loading docks proposed at the south side of the building which is

private property and out of sight from a public street.	completely on private property and out of sight from a public street.
LU 3.10: Ensure new development provides adequate improvements, dedications, and fees to the City to fully cover the cost of the City services and facilities.	As a condition of approval, the applicant will be required to replace the sidewalk in front of the project site.

Table 4b – Economic Development Plan

<u>ED Goal 1</u> Promote a growing and diverse business community that provides jobs, goods and services for the local and regional market, and maintains a sound tax base for the City.	
ED 1.7: Encourage diversification of businesses to support the local economy and provide a stable revenue stream.	The project will bring in a new industrial business into the area that will support the local economy and will contribute to the city's revenue stream.

Table 4c – Community Design Plan

DS Goal 5 Improve the aesthetic quality of the industrial environment for both workers and residents of the City.	
DS 5.1: Industrial projects should be designed to convey visual interest and a positive image.	The project will introduce new landscape along the street frontage that will include various trees and plants that will assist in the establishing a positive image to not only the subject site but to the surrounding neighborhood. The building includes vertical changes in materials and colors in order to convey visual interest to the site.
DS 5.2: Encourage the design of industrial buildings to consider the visual and physical relationship to adjacent uses. An industrial structure, which dominates the surrounding environment by its relative size, shall be discouraged.	The proposed structure is of modern design with concrete panel elements to be used as accents and multi-colored paint compositions to break down the scale of the concrete tilt up walls.
DS 5.3: Industrial projects shall be required to: incorporate landscape setbacks and buffers; aesthetically treat	The project will introduce 20,289-sf of new landscaping including ten-foot

horizontal and vertical design elements on building and perimeter walls; and conceal storage yards, parking, and service areas to minimize visual impacts on the public.	landscape planters along the front property line.
DS 5.4: Long, blank walls should be broken up with vertical and horizontal façade articulation achieved through stamping, colors, materials, modulation and landscaping.	The structure has a height of 42 feet and that includes two-story lanterns of glass that accentuate the office corners of the facility creating solid and void in the massing of the 42-foot-tall facilities.

Table 4d – Conservation Plan

<u>CN Goal 2</u> Conserve and protect groundwater supply and water resources.	
CN 2.2: Comply with the water conservation measures set forth by the California Department of Water Resources.	The project will be conditioned to ensure that the landscape and irrigation plans comply with the State's Water Efficient Landscape Guidelines, as adopted by the Gardena Municipal Code.
<u>CN Goal 3</u> Reduce the amount of solid waste produced in Gardena.	
CN 3.1: Comply with the requirements set forth in the City's Source Reduction and Recycling Element.	The Applicant will be required to prepare construction and demolition waste recycling plans for review and approval by the Building Division. Applicant/developer shall enroll in the city's waste diversion program.
<u>CN Goal 4</u> Conserve energy resources through the use of technology and conservation methods.	
CN 4.2: Require compliance with Title 24 regulations to conserve energy.	The project will be conditioned to comply with the current California Building Code, which includes the CalGreen Code.

Table 4e – Public Safety Plan

PS Goal 2 Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.	
PS 2.3: Require compliance with seismic safety standards in the Unified Building Code.	The project will be conditioned to comply with the California Building Code relating to seismic safety.
PS 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.	The applicant is required to submit and comply with a Geotechnical investigation.

Table 4f – Noise Plan

N Goal 3 Develop measures to control non-transportation noise impacts.	
N 3.1: Require compliance with a quantitative noise ordinance based on the Model Noise Ordinance developed by the (now-defunct) State of California Office of Noise Control.	The project will be conditioned to show compliance with interior and exterior noise standards.
N 3.3: Require compliance with construction hours to minimize the impacts of construction noise on adjacent land.	The project will be conditioned to comply with the City's hours of construction. Additionally, the project is conditioned on implementing noise reduction methods.

In addition to all other applicable zoning and development requirements and policies, the following factors shall also be considered by the Planning Commission in determining whether the site plan shall be approved:

1. The dimensions, shape and orientation of the parcel.

The property is an 8.46-acre square shaped lot with approximately 620 feet in depth and 600 feet in width. The project requires a lot line adjustment of two parcels to combine them into one, which has been included as a condition of approval.

2. The placement of buildings and structures on the parcel.

The applicant is proposing to construct one warehouse building designed to accommodate two tenant spaces. The building is designed to be in the center of the property with parking and landscape within the first 84 feet of the property and

truck dock doors and additional parking in the rear that is accessible by two drive aisles along the west and east sides of the property.

3. The height, setbacks, bulk and building materials.

The structure has a height of 42 feet and that includes two-story lanterns of glass that accentuate the office corners of the facility creating solid and void in the massing of the 42-foot-tall facilities. Concrete panel elements are proposed to be used as accents and multi-colored paint compositions to break down the scale of the concrete tilt up walls.

4. The distance between buildings or structures.

The applicant's proposal includes one warehouse building. The only other proposed structure on the lot is a trash enclosure located at the southwest corner of the lot, approximately 120 feet away from the main structure.

5. The location, number and layout of off-street parking and loading spaces.

Parking is proposed to be located in surface parking lots on the north side of the proposed building fronting West 135th Street with additional stalls available in the rear of the property. There are 22 loading docks and two overhead bay doors with concrete ramps on the south side of the building, away from public view.

6. The internal vehicular patterns and pedestrian safety features.

The circulation for the proposed project has been designed to ensure efficient movement of cars and trucks throughout the project site. The subject site currently has six different driveways along West 135th street. The applicant is proposing to replace those with two 45-feet wide driveways on the west and east ends of the property frontage. As mentioned, customer parking is located to the north side of the property with access to the building on the west and east corners of the building. Employee parking is designed to be located on the south end of the property. All walkways and common areas will be properly lit.

7. The location, amount and nature of landscaping.

The new landscaping will have various tree species and shrubs with plant species that are consistent with the surrounding area and will meet drought tolerant requirements. The landscaping includes a mix of 15-gallon and 24-inch box with Chinese Pistache and Yew Pine trees along the street frontage and Crape Myrtle and Brisban Box trees along the building front. Further landscaping will run along the drive-aisles located on the west and east sides of the property.

8. The placement, height and direction of illumination of light standards.

The proposed project is required to comply with the City's requirements for outdoor lighting, which is an average of two footcandles with no single point less than one footcandle for all public/common areas. The project's lighting plan includes night lighting for parking areas, walkways, and driveways. Outdoor lights will be cast downward and would be shrouded to prevent glare.

9. The location, number, size and height of signs.

All signs are conditioned to meet the requirements of GMC Chapter 18.58.

10. The location, height and materials of walls, fences or hedges.

The site currently has a nonconforming eight-foot high wrought iron fence that abuts the public right-of-way. The applicant is proposing to remove the nonconforming fencing and install a eight-foot high wrought iron fence along the side and rear property lines. Two eight-foot high metal swinging vehicular gates will be located on each aide of the building and provide access to the loading dock area and designated employee parking spaces.

11. The location and method of screening refuse and storage areas, roof equipment, pipes, vents, utility equipment and all equipment not contained in the main buildings of the development.

The project includes a trash enclosure at the southwest corner of the property, with a roof and metal gate that is out of view from public rights-of way. The project has been conditioned to require any equipment, whether on the roof, side of building, or ground to be concealed from public view.

12. For residential developments, the above factors shall be considered satisfied if the project meets the objective criteria relating to those items set forth in the zone and the applicable general provisions, including residential design criteria, contained in Chapter 18.42.

The project does not include the development for residential uses.

13. For non-residential development, such other information which the community development director or commission may require to make the necessary finding that the provisions of this code are being complied with.

- Police protection services in the City are provided by the Gardena Police Department (PD). Gardena PD operates out of the Civic Center located 1718 West 162 Street, which is located roughly 1.7 miles south of the project site. The project site is already within the PD service area, and once operational, the project would continue to be served by the PD. Fire protection and emergency medical response services in the City are provided by the Los Angeles County Fire Department (LACFD). The project site is served by Fire Station No. 159: 2030 West 135th Street, which is located approximately 0.59 miles west of the site. The project site is already

within the LACFD service area, and once operational, would continue to be served by LACFD. Therefore, the city's current health and safety services and public infrastructure are sufficient to accommodate the new development.

- As mentioned above, the site is bounded by the same land use and zoning designation in all directions and adjacent land uses include other industrial establishments such as manufacturers and fabrication shop. Therefore, the project is compatible with the surrounding sites and neighborhoods.

- As shown below the appropriate environmental document has been completed and required findings have been made.

Subject to the approval of the site plan review and the issuance of the conditions of approval, the proposed use will be consistent with the General Plan and Gardena Municipal Code, compatible with the surrounding area, and will not be detrimental to the public health, safety, or welfare.

ENVIRONMENTAL CONSIDERATIONS

Harris and Associates prepared an Initial Study (IS)/Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program (MMRP) under contract to the City. The IS/MND was prepared and noticed in accordance with all requirements of the California Environmental Quality Act (Public Resources Code § 21000 *et seq*.) and the CEQA Guidelines (14 Cal. Code of Regs. § 15000 *et seq.*) (collectively, "CEQA"). The IS/MND was subject to a 30-day public review period of October 13, 2022, to November 14, 2022. Additionally, an extension of time to respond was given to the Los Angeles Regional Water Quality Control Board. During the public review period five comment letters were submitted to the City, and an additional comment letter was received on November 30, 2022, from the Los Angeles Regional Water Quality Control Board. All comments, including staff's responses have been included in the document entitled Response to Comments (Exhibit B to Resolution No. PC 4-23) and the changes have been incorporated into the Final IS/MND (Exhibit A to Resolution No. PC 4-23). The Final IS/MND includes an additional change to Mitigation Measure HAZ-1 as discussed further below (Exhibit F to Resolution No. PC 4-23).

The IS/MND determined that there were no impacts or a less than significant impacts with regard to a number of topics. The IS/MND identified the below topic areas as potentially significant, but can be mitigated below a level of significance:

- Under Geology and Soils resources, the project has the potential for significant impacts relating to soil instability and expansive soil. These potential impacts will be mitigated by Mitigation Measure GEO-1 which requires that grading plans be

prepared in conformance with the recommendations in the Geotechnical Report for the project.

- Under Geology and Soils, the Project has the potential for significant impacts relating to soil instability and expansive soil. These potential impacts will be mitigated by Mitigation Measure GEO-1 which requires that grading plans be prepared in conformance with the recommendations in the Geotechnical Report for the project.
- Under Hazards and Hazardous Materials, the project has the potential for significant impacts due to the release of hazardous materials into the environment and being located on a hazardous materials site. Potential impacts under these topics will be mitigated by HAZ-1 which requires a remedial program to be reviewed and approved by the Los Angeles Regional Water Quality Control Board (RWQCB). Minor changes were made for clarification purposes after comments were received by the RWQCB and further consultation with the applicant and the RWQCB. The RWQCB has approved the language of the final mitigation measure in a phone call with staff. This change is a minor technical clarification and does not represent a substitution of the original mitigation measure.
- Under Tribal Cultural Resources, the Project has the potential for adverse changes to tribal cultural resources. Potential impacts will be mitigated by TCR-1 through TCR-3. TCR-1 requires the Developer to retain a Native American Monitor to be on-site for ground-disturbing activities. If any tribal cultural resources are found, construction activities will cease until the find is evaluated. TCR-2 provides that the requirements of state law shall be followed if there is any discovery of human remains and associated funerary objects; construction activities must also cease until it is determined by the Tribal Monitor that resuming activities is acceptable. TCR-3 sets forth procedures to be followed for burials and funerary remains. These same mitigation measures would also reduce any cumulative impacts in this area to below a level of significance.

The Mitigation Measures are set forth in the Mitigation Monitoring and Reporting Program. (Exhibit C to Resolution No. PC 4-23).

No other impact areas require mitigation as the impacts would be less than significant. Additionally, the lot line adjustment, which is a condition of approval, does not create any additional environmental impacts that were not examined as part of the overall project The Initial Study was prepared to determine whether implementation of the project may cause significant adverse environmental impacts. On the basis of this evaluation, it was found that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case, because mitigation measures were added to the project.

The IS/MND was independently reviewed by City staff. In making all of the required findings, the Planning Commission will exercise its independent judgment and analysis.

NOTICING

The public hearing notice for the project was published in the Gardena Valley News and mailed first class to owners and occupants within a 300-foot radius of the site on February 9, 2023, for the February 21, 2023, Planning Commission meeting. On February 21, 2023, the public hearing was opened for the project and the Planning Commission continued the item to the March 7, 2023, meeting. At the March 7, 2023 meeting, the public hearing was continued to the March 21st meeting. A copy of Proof of Publication and Affidavit of Mailing are on file in the office of the Community Development Department, Room 101, City Hall, and are considered part of the administrative record.

RECOMMENDATION

Staff recommends the Planning and Environmental Quality Commission to:

1) Continue the public hearing;
2) Receive testimony from the public; and
3) Adopt Resolution PC 4-23 approving, Conditional Use Permit #7-21 and Site Plan Review #9-21and subject to the attached conditions of approval and adopts the Mitigated Negative Declaration and Mitigation Monitoring Program.

ATTACHMENTS

Resolution No. PC 4-23
- Exhibit A – Final IS/MND dated March 2023
- Exhibit B – Response to Comments dated February 2023
- Exhibit C – Mitigation Monitoring and Reporting Program
- Exhibit D – Architectural Plans, dated November 8, 2021
- Exhibit E – Conditions of Approval
- Exhibit F – Technical Memo dated March 16, 2023

RESOLUTION NO. PC 4-23

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY COUNCIL OF THE CITY OF GARDENA APPROVING A MITIGATED NEGATIVE DECLARATION AND A CONDITIONAL USE PERMIT AND SITE PLAN FOR A 190,860 SQUARE FOOT WAREHOUSE BUILDING LOCATED AT 1600 W. 135TH STREET

WHEREAS, on December 2, 2021, Gardena Owner LP ("Developer"), owner of the 296,630 square foot parcel located at 1600 W. 135th Street (the "Property"), filed an application for development of a 190,860 square foot warehouse building that would include 10,000 square feet of office space; and

WHEREAS, the Property has a land use designation of General Industrial and a corresponding zoning of General Industrial (M-2);

WHEREAS, development of the Project requires approval of a lot line adjustment of two parcels to combine them into one, a conditional use permit ("CUP") for the warehouse use, and a site plan for the warehouse (the "Project"); and

WHEREAS, the lot line adjustment shall be approved by the Community Development Director; and

WHEREAS, on March 22, 2022, the City entered into a consultant agreement with Harris & Associates ("Consultant") to prepare the required environmental documentation for the project; and

WHEREAS, the City, through Consultant, prepared an Initial Study/Mitigated Negative declaration for the Project; and

WHEREAS, on February 21, 2023 the Planning Commission opened and continued the public hearing to March 7, 2023; and

WHEREAS, on March 7, 2023 the Planning Commission opened and continued the public hearing to March 21, 2023; and

WHEREAS, on March 21, 2023 held a duly, noticed public hearing at which time it considered all evidence presented, both written and oral.

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

SECTION 1. CEQA Procedures. The Planning Commission of the City of Gardena does hereby find as follows:

A. Consultant prepared an Initial Study/Mitigated Negative Declaration (hereafter "MND"). A Notice of Intent to adopt the MND was timely distributed and the public review period was from October 13, 2022 to November 14, 2022. This deadline was extended to the end of November 2022 for the California Regional Water Quality Control Board ("RWQCB") as it was inadvertently left off of the notice list.

B. Prior to the release of the MND and in accordance with AB 52, the City sent notices regarding tribal consultation to the two tribes that had requested such notice. The City engaged in consultation and mitigation measures have been included in the EIR as a result of the consultation.

C. City received public comments on the MND from the Los Angeles Regional Water Quality Control Board (RWQCB), the South Coast Air Quality Management District (SCAQMD), the Los Angeles County Sanitation Districts, the Los Angeles County Fire Department, Supporters Alliance for Environmental Responsibility ("SAFER"), and Golden State Environmental Justice Alliance. Both SAFER and the Environmental Justice Alliance withdrew their comment letters. All other comments were responded to and incorporated into a separate document entitled Response to Comments, dated March 2023, attached hereto as Exhibit B.

D. As a result of the comment received by the RWQCB, minor changes were made to Mitigation Measure HAZ-1 for clarification purposes. The Mitigation Measure now recognizes that the remedial cleanup program for the shallow VOC impacted soils may be through a document other than a Remedial Action Plan (RAP), includes a reference to the document which contains the clean-up standards, and specifies that cleanup shall be to the criterial protective of human health and the environment. Additionally, the Mitigation Measure provides that additional cleanup that may be required for deeper soils and groundwater is not required for mitigation of the project. The RWQCB is an agreement with the revisions to the mitigation measure and a technical memorandum was prepared by the City's consultant regarding this change (Exhibit F attached hereto).

E. No substantive changes were required to the MND as a result of the comments and recirculation of the document was not required. The changes merely clarify or make insignificant changes in the Draft IS/MND which are incorporated into the Final IS/MND, dated March 2023 (Exhibit A attached hereto).

F. In adopting the MND and adopting the Mitigation Monitoring and Reporting Program (Exhibit C attached hereto), the Planning Commission has exercised its independent judgement and analysis. The MND is an accurate and complete statement of potential environmental impacts of the Project. The Planning Commission has reviewed and considered the MND, agenda reports, written reports, public testimony, and other information in the record.

SECTION 2. CEQA Findings Regarding Impacts.

A. An MND was prepared for the Project as all potential impacts can be mitigated below a level of significance.

B. The MND identifies the below topic areas as potentially significant, but each can be mitigated below a level of significance.

1. Under Geology and Soils, the Project has the potential for significant impacts relating to soil instability and expansive soil. These potential impacts will be mitigated by Mitigation Measure GEO-1 which requires that grading plans be prepared in conformance with the recommendations in the Geotechnical Report for the Project.

2. Under Geology and Soils, the Project has the potential for significant impacts relating to paleontological resources. Potential impacts under this topic will be mitigated by Mitigation Measure GEO-2 which requires a Worker Awareness and Environmental Program training for construction workers as well as Mitigation Measure GEO-3 which work to cease and a professional vertebrate paleontologist to be contacted if fossil bearing deposits are encountered.

3. Under Hazards and Hazardous Materials, the Project has the potential for significant impacts due to the release of hazardous materials into the environment and being located on a hazardous materials site. Potential impacts under these topics will be mitigated by HAZ-1 which requires a remedial cleanup program to be reviewed and approved by the Los Angeles Regional Water Quality Control Board as set forth in the MMRP.

4. Under Tribal Cultural Resources, the Project has the potential for adverse changes to tribal cultural resources. Potential impacts will be mitigated by TCR-1 through TCR-3. TCR-1 requires the Developer to retain a Native American Monitor to be on-site for ground-disturbing activities. If any tribal cultural resources are found, construction activities will cease until the find is evaluated. TCR-2 provides that the requirements of state law shall be followed if there is any discovery of human remains and associated funerary objects; construction activities must also cease until it is determined by the Tribal Monitor that resuming activities is acceptable. TCR-3 sets forth procedures to be followed for burials and funerary remains. These same mitigation measures would also reduce any cumulative impacts in this area to below a level of significance.

C. The lot line adjustment, which is a condition of approval, does not create any additional environmental impacts that were not examined as part of the overall Project.

SECTION 3. Adoption of MND and MMRP. Based on the above, the Planning Commission hereby adopts the Final and Complete Initial Study/Mitigated Negative Declaration attached hereto as Exhibit A (Final IS/MND) and adopts the Mitigation Monitoring and Reporting Program attached hereto as Exhibit C.

SECTION 4. Conditional Use Permit. Warehouse uses in the M-2 zone require a CUP and conformance with the requirements set forth in Gardena Municipal Code section 18.46.030C.18. (GMC § 18.36.030M.) The Planning Commission hereby approves Conditional Use Permit #7-21 for the warehouse use based on the following findings and subject to the conditions attached hereto as Exhibit E.

A. That the use applied for in one for which a conditional use permit is authorized by Chapter 18.46.

Analysis: The General Industrial (M-2) zone (Chapter 18.38) incorporates all provisions of the M-1 zone (Chapter 18.36). Both Chapter 18.36 and Chapter 18.46 allow for warehouse uses in the M-2 zone pursuant to a CUP.

B. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses, or uses specifically permitted in the zone; and will not be detrimental to the public health, safety or welfare.

Analysis: The Project is compatible with the surrounding uses as it is an industrial project being located in an industrial zoned and developed area. As set forth in the staff report, the Project is consistent with the General Plan. The Project will be an improvement to the Property as it will remove buildings that are approximately 73 years old and replace them with a new 190,860 square foot industrial building designed to accommodate a variety of uses including warehousing. The Project will not be detrimental to the public health, safety or welfare.

C. That the site for the intended use is adequate in size and shape to accommodate such use an all of the yards, setbacks, walls, fences, landscaping and other features required.

Analysis: As set forth in the staff report, the site is adequate in size and shape as the Project complies with all required development standards.

D. That the site for the proposed use relates to streets and highways properly designed and improved to carry the type and quantity of traffic to be generated.

Analysis: The Circulation Plan of the Gardena General Plan designates West 135th Street as a major collector roadway. Major collector roadways are intended to serve as an intermediate route to carry traffic between collector roadways and arterial roadways. Major collector roadways are designed to carry moderate levels of traffic, with an average right-of-way width of 80 feet, generally in the range of 15,000 to 25,000 vehicles per day.

The use of the property for light assembly, manufacturing, and warehousing is not expected to generate more traffic than the existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the proposed use.

E. That the conditions are necessary to protect the public health, safety and general welfare.

Analysis: The conditions of approval for Conditional Use Permit #7-21, set forth in Exhibit E, will ensure that the warehouse use will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

F. The Project will comply with the requirements set forth in Gardena Municipal Code section 18.46.030C.18.

Analysis: As indicated in the staff report which is incorporated herein by reference, the project complies with all of the additional requirements set forth in the above-referenced section. As the mitigation fee act cannot impose annual service impact fees and one has not been adopted by resolution, the applicant has agreed to pay a one-time fee of $100,245.60 for its pro rata share of rehabilitation of West 135thStreet from Western Avenue to Normandie Avenue due to wear and tear resulting from trucking operations from the warehouse facility. A condition of approval has been added to address the one-time payment.

SECTION 5. Site Plan Review. A site plan review is required under Gardena Municipal Code section 18.44.010 as this Project also requires a CUP. A site plan shall be approved or conditionally approved when the following two findings are made. The Planning Commission hereby approves Site Plan Review # 9-21 dated November 8, 2021, attached hereto as Exhibit D, as presented to the Planning Commission based on the following findings and subject to the conditions attached hereto as Exhibit E.

A. The physical location, size, massing, setbacks, pedestrian orientation, and placement of proposed structure on the site and the location of proposed uses within the Project are consistent with applicable standards.

Analysis: As set forth in the staff report, the physical location, size, massing, setbacks, pedestrian orientation, and placement of structures within the Project and location of the uses are consistent with applicable standards of the Gardena Municipal Code.

B. The development is consistent with the intent and general purpose of the general plan and provisions of the municipal code.

Analysis: The General Plan land use designation is Industrial which is designed for a wide variety of clean and environmentally friendly industries, technology-related uses and supporting facilities and business parks. The proposed use replaces 296,630 square feet of building space that was built between 1950 and 2010 and most recently has been

occupied by a manufacturing company of aerospace components. The site is on a list of contaminated sites. Development of the site will require clean-up of the contamination in accordance with a Remedial Action Plan approved by the California Department of Toxic Substances Control (DTSC). The new development that will replace the existing manufacturing facilities will meet the most current building standards and will be more energy efficient, using less gas and fuel than the previous use. Additionally, the Project will result in fewer vehicular trips, reduce GHGs and other pollutants and will improve stormwater control measures.

The Project is consistent with a number of goals and policies of the General Plan as more fully set forth in the staff report, which is incorporated by reference.

As set forth in the staff report which is incorporated by reference, the Project will comply with all development standards of the M-1 zone as well as the development standards of the CUP requirements for warehouse uses.

C. The health and safety services (police and fire) and public infrastructure are sufficient to accommodate the new development.

Analysis: Police protection services in the City are provided by the Gardena Police Department (PD). Gardena PD operates out of the Civic Center located 1718 West 162 Street, which is located roughly 1.7 miles south of the Property. The Property is already within the PD service area, and once operational, the Project would continue to be served by the PD. Fire protection and emergency medical response services in the City are provided by the Los Angeles County Fire Department (LACFD). The Property is served by Fire Station No. 159: 2030 West 135th Street, which is located approximately 0.59 miles west of the site. The Property is already within the LACFD service area, and once operational, would continue to be served by LACFD. Therefore, the city's current health and safety services and public infrastructure are sufficient to accommodate the new development.

D. The Project is compatible with the surrounding sites and neighborhoods.

Analysis: The Project is located in an area of the City that is zoned for and has been developed for industrial uses. The Project is keeping within the development pattern of the area and will not have any impacts on the general welfare of the City.

E. The Project has been determined to be exempt from the California Environmental Quality Act or the appropriate environmental document has been completed and required findings have been made.

Analysis: As set forth in Section 2 of this resolution, the appropriate environmental document has been completed and required findings have been made.

SECTION 6. Custodian of Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. All summaries

of information in the findings which precede this section are based on the entire record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact. The documents and materials that constitute the record of proceedings on which these findings and approval are based are located in the Community Development Department at City Hall, 1700 W. 162nd Street, Gardena, California 90247. The Custodian of Records is Greg Tsujiuchi, Community Development Director who can be reached at 310/217-9526 or gtsujiuchi@cityofgardena.org.

SECTION 7. Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 8. Effective Date. This Resolution shall become effective immediately.

SECTION 9. Certification. The Secretary shall certify the passage of this resolution.

PASSED, APPROVED AND ADOPTED this 21st day of March, 2023.

Stephen P. Langley

~~DERYL HENDERSON, CHAIR~~
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION
Stephen Langley, Vice Chair

ATTEST:

GREG TSUJIUCHI, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF GARDENA

I, Greg Tsujiuchi, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify the following:

1. That a copy of this Resolution will be sent to the applicant and to the City Council as a report of the findings and action of the Planning and Environmental Quality Commission; and

2. That the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting

thereof, held the 21st day of March 2023, by the following vote of the Planning and Environmental Quality Commission:

AYES: KANHAN, LANGLEY, SHERMAN
NOES:
ABSENT:

APPROVED AS TO FORM:

Scott Porter for

LISA E. KRANITZ, Assistant City Attorney

Attachments:

- Exhibit A – Final IS/MND
- Exhibit B – Response to Comments
- Exhibit C – Mitigation Monitoring and Reporting Program
- Exhibit D – Architectural Plans, Dated November 8, 2021
- Exhibit E – Conditions of Approval
- Exhibit F – Technical Memo

MARCH 21, 2023
PLANNING & ENVIRONMENTAL QUALITY COMMISSION

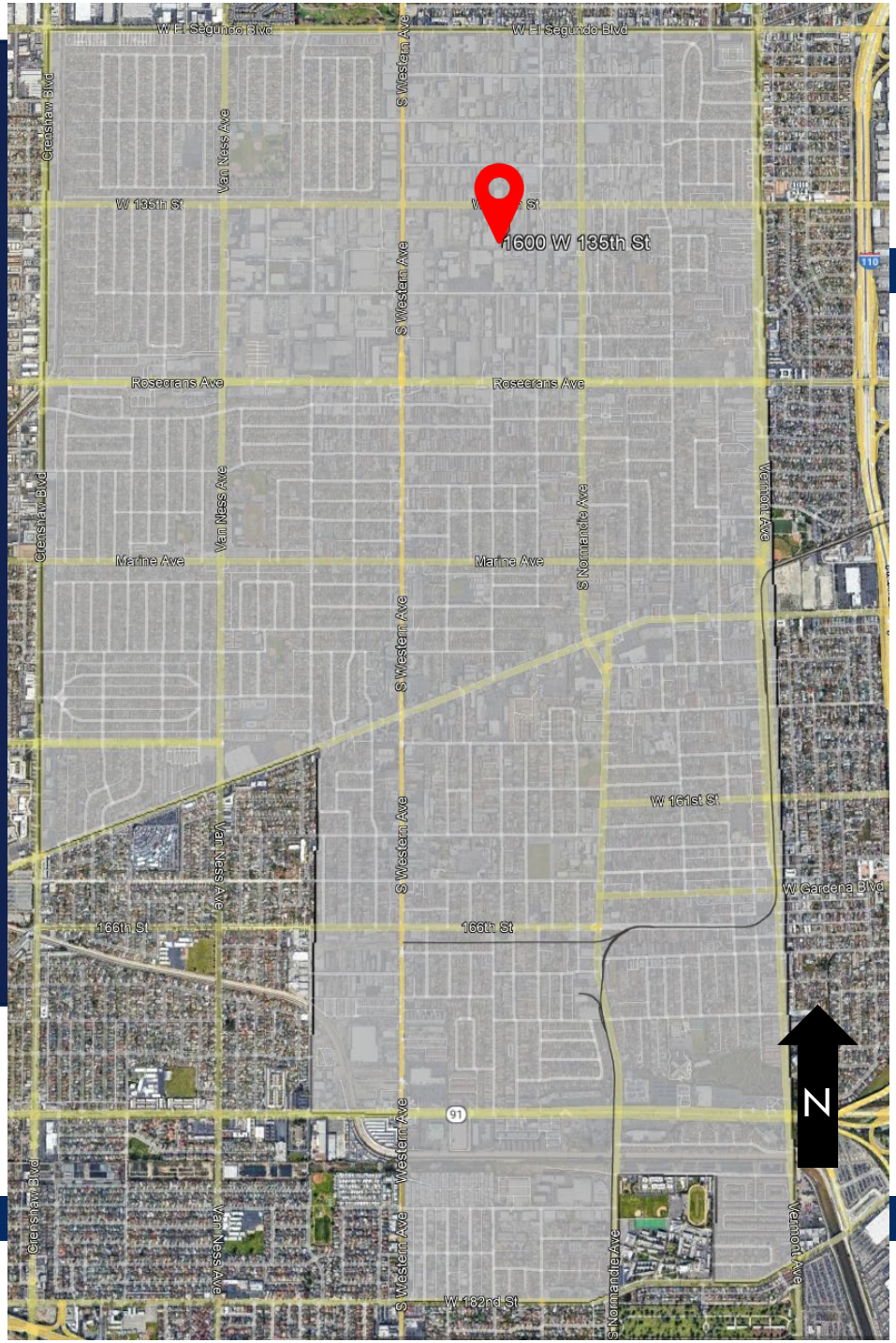
ENVIRONMENTAL ASSESSMENT #18-21

CONDITIONAL USE PERMIT #7-21

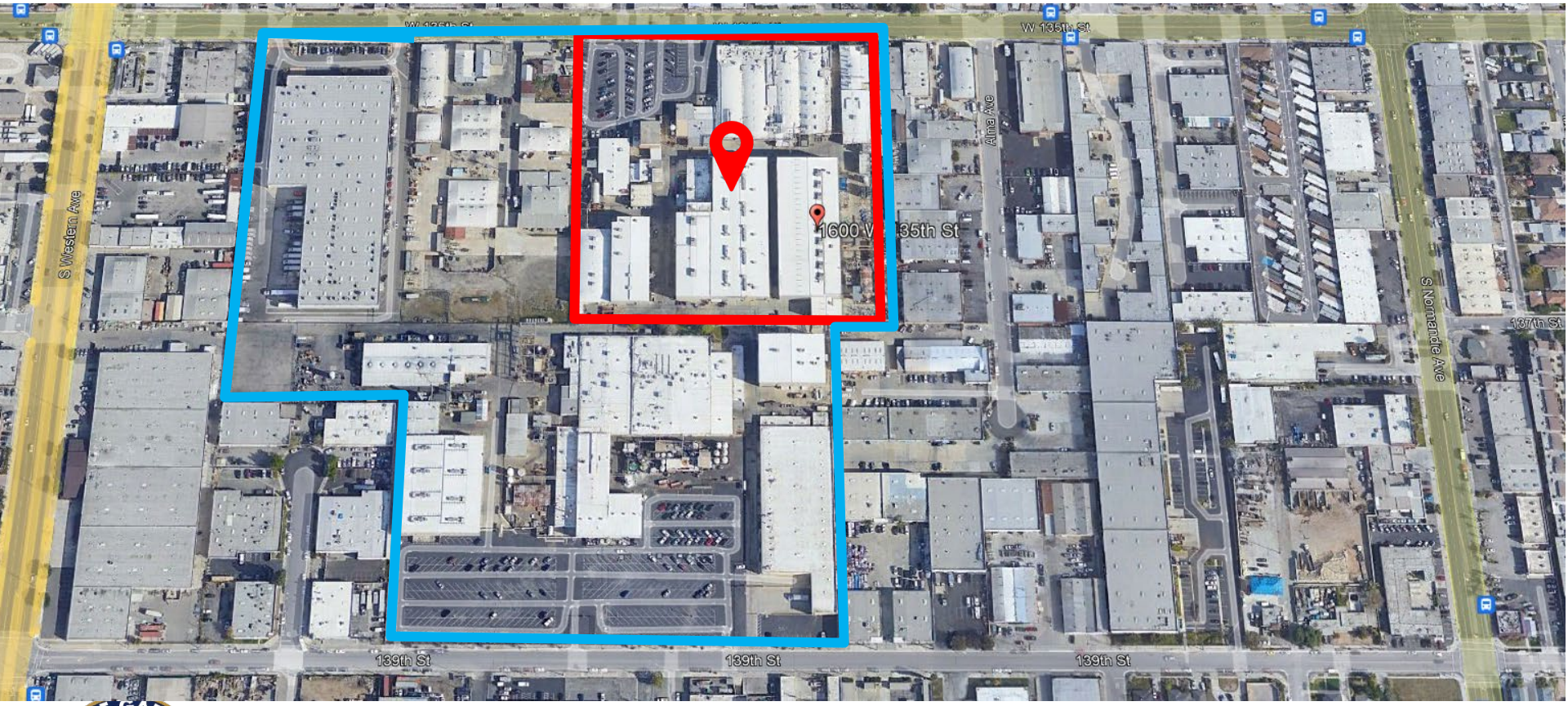
SITE PLAN REVIEW #9-21

Vicinity Map

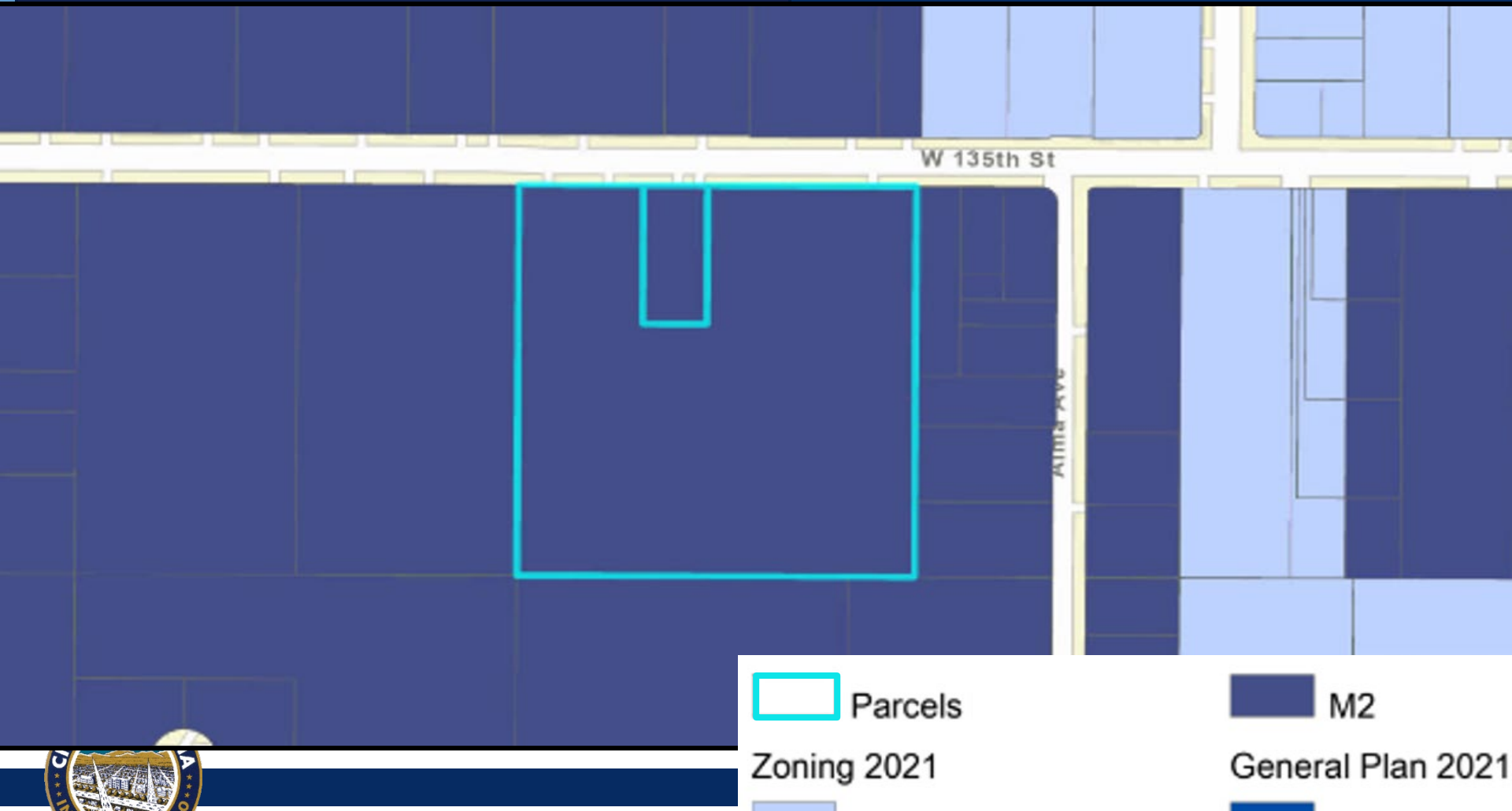
1600 & 1606 W 135th Street



LOCATION


W 135th St
S Western Ave
Alma Ave
S Normandie Ave
137th St
139th St
139th St
139th St

Zoning Map

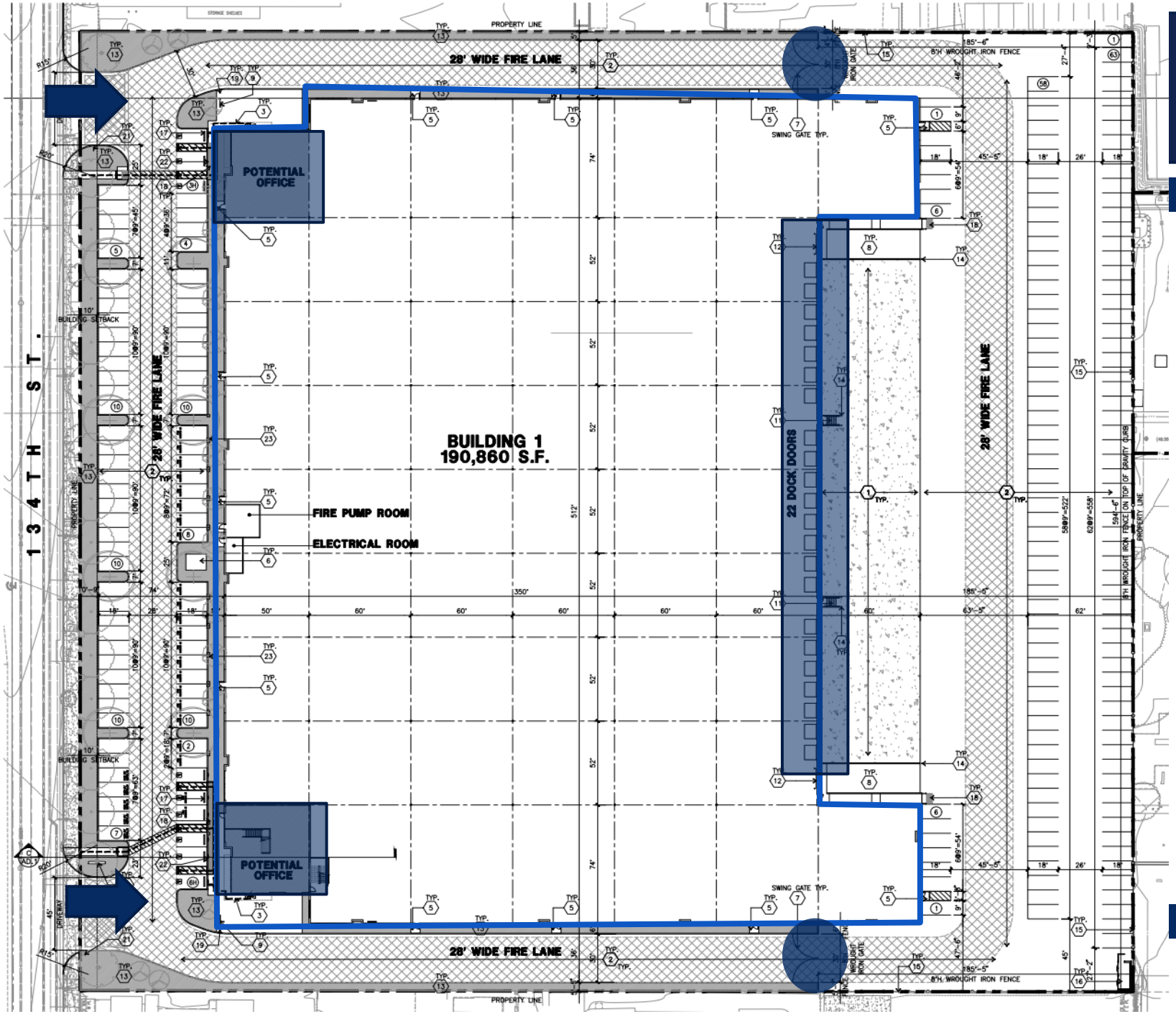

W 135th St
Alma Ave
Parcels
Zoning 2021
M1
M2
General Plan 2021
Industrial

Project Description

- Demolish all existing on-site structures, **<u>18 existing buildings, which consisted of 23 bay doors</u>**
- 190,860 gross square foot (-sf), 42-foot-high industrial building.
  - *180,860-sf open area for industrial use with 22 dock doors*
  - *10,000-sf Office*
- Site Improvements
  - New landscaping along street frontage
  - Proper outdoor lighting
  - New repaved parking areas, 220 spaces
- Vehicular access to the site is provided by two 45-foot wide driveway

Entitlements Requested

1) Conditional Use Permit (CUP #7-21) – To permit the operations of a warehouse facility in the General Industrial (M-2) zone in accordance with Section 18.46.030.C.18 of the Gardena Municipal Code.
2) Site Plan Review (SPR #9-21) – Demolition of all existing on-site buildings to construct a new 190,860 square foot tilt-up industrial building, with 22 dock doors, a new parking area, lighting, and landscaping site improvements;
3) Environmental Assessment (EA #18-21) – Adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).;


134TH ST.
28' WIDE FIRE LANE
POTENTIAL OFFICE
BUILDING 1
190,860 S.F.
FIRE PUMP ROOM
ELECTRICAL ROOM
22 DOCK DOORS
28' WIDE FIRE LANE
POTENTIAL OFFICE
28' WIDE FIRE LANE
PROPERTY LINE
BUILDING SETBACK
SWING GATE TYP.
6'H WROUGHT IRON FENCE

Elevations/Colors and Materials

Conditional Use Permit

1. Conditional Use Permit (CUP #7-21) – To permit the operations of a warehouse facility in the General Industrial (M-2) zone in accordance with Section 18.46.030.C.18 of the Gardena Municipal Code

Conditional Use Permit

Warehouse uses are subject to specific provisions in set forth in GMC Section 18.46.40.F

- Loading and unloading. Loading and unloading activities shall take place in areas designed and permanently designated solely for such purpose.
- Setbacks. Landscape setbacks of at least ten feet shall be required along all street frontages, except alleys
- Fencing. Barbed wire shall not be used in areas visible to the public

Conditional Use Permit

Warehouse uses are subject to specific provisions in set forth in GMC Section 18.46.40.F

- Driveways. Driveways must be at least forty-five feet wide
- Parking. Customer parking must be separate from truck parking and loading areas
- Applicant shall be required to pay an annual service impact fee to be imposed in accordance with the Mitigation Fee Act (Government Code Section 66000 et seq.)

Site Plan Review – Analysis

GMC Section 18.44.010.a, site plan review is required when a conditional use permit or other discretionary permit is being sought

Findings:

- *The physical location, size, massing, setbacks, pedestrian orientation, and placement of proposed structure on the site and the location of proposed uses within the project are consistent with applicable standards.*
- *The development is consistent with the intent and purpose of the general plan and provisions of the municipal code, and*
- *The health and safety services (police and fire) and public infrastructure are sufficient to accommodate the new development; and*
- *The project is compatible with the surrounding sites and neighborhoods; and*

Site Plan Review – Analysis

GMC Section 18.44.010.a, site plan review is required when a conditional use permit or other discretionary permit is being sought

Findings:

- *The project has been determined to be exempt from the California Environmental Quality Act or the appropriate environmental document has been completed and required findings have been made.*

Environmental Considerations

- De Novo Planning Group prepared an Initial Study, Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program (MMRP) under contract to the City
- Initial Study was available for public review from October 13, 2022, to November 14, 2022. Extension to Water Board.
- The IS/MND determined that there were potentially significant impacts with regard to the following:
  - Geology and Soils resources,
  - Hazards and Hazardous Materials,
  - Tribal Cultural Resources.

  Mitigated below a level of significance - Mitigation Monitoring and Reporting Program

Public Noticing

- Public hearing notices were advertised in the Gardena Valley News and mailed to owners and occupants within a 300-foot radius of the project site on February 21, 2023. On March 7, 2023, and March 23, 2023, the hearing was continued.
- No Public Comments received.

STAFF RECOMMENDATION

- Receive testimony from the public; and
- Adopt Resolution PC 4-23 approving, Conditional Use Permit #7-21 and Site Plan Review #9-21, and adopts the Mitigated Negative Declaration and Mitigation Monitoring Program

Resolution No. PC 10-22

RESOLUTION NO. PC 4-23

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY COUNCIL OF THE CITY OF GARDENA APPROVING A MITIGATED NEGATIVE DECLARATION AND A CONDITIONAL USE PERMIT AND SITE PLAN FOR A 190,860 SQUARE FOOT WAREHOUSE BUILDING LOCATED AT 1600 W. 135TH STREET

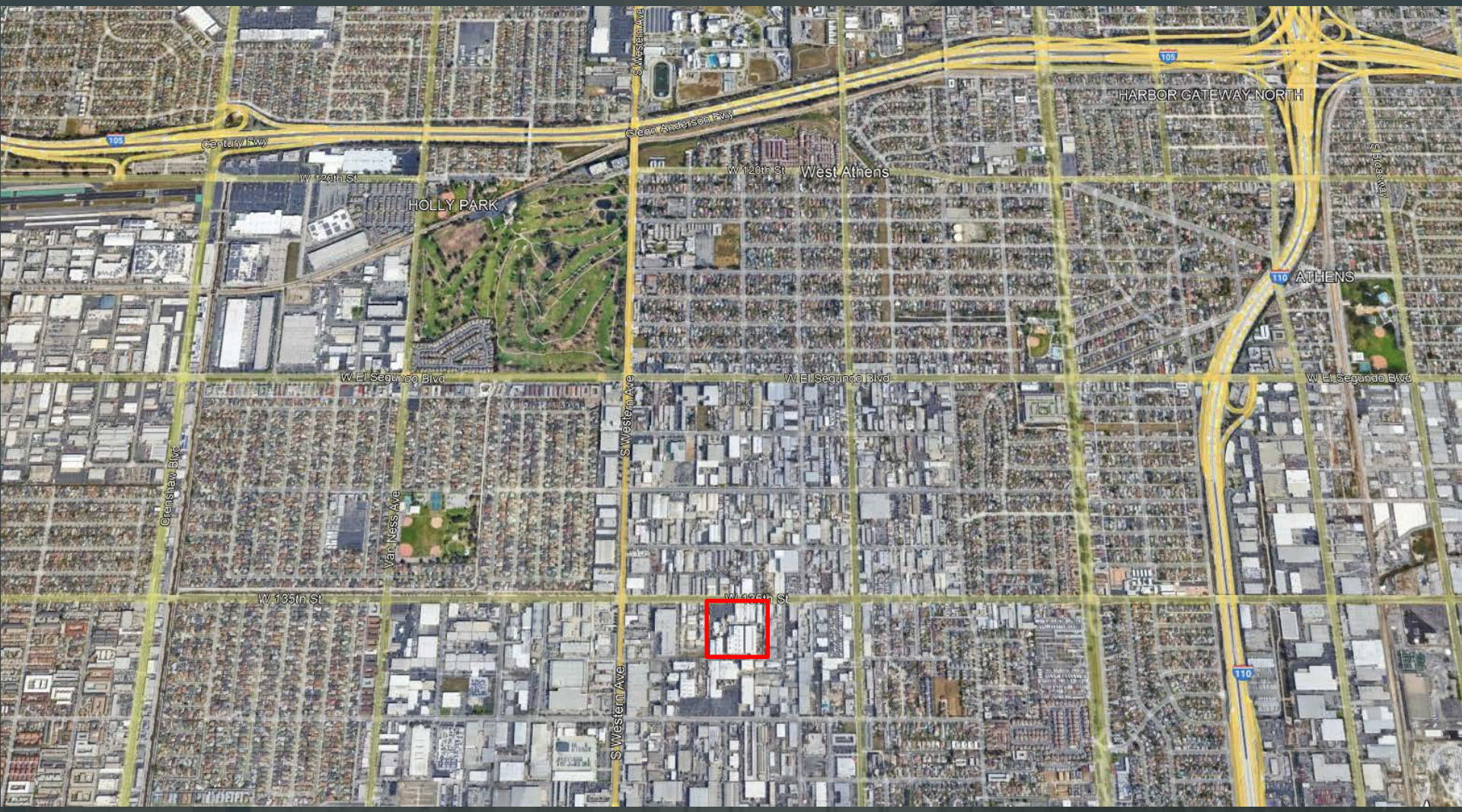
1600 W 135th Street, Gardena CA

OMP
OVERTON MOORE PROPERTIES

Overview

- 8.46 acres of M2 Zoning
- Existing tenant, Avcorp, has elected to close its operations and vacate the property. Current lease expires on March 31, 2023
- Older, functionally obsolete mix of 18 buildings to be replaced with modern, state of the art, class A industrial building of 190,860 square feet

OMP
OVERTON MOORE PROPERTIES



CITY OF GARDENA
FREEWAY CITY
INCORPORATED 1930

OMP
OVERTON MOORE PROPERTIES

CITY OF GARDENA
FREEWAY CITY
INCORPORATED 1930

OMP
OVERTON MOORE PROPERTIES

OMP
OVERTON MOORE PROPERTIES

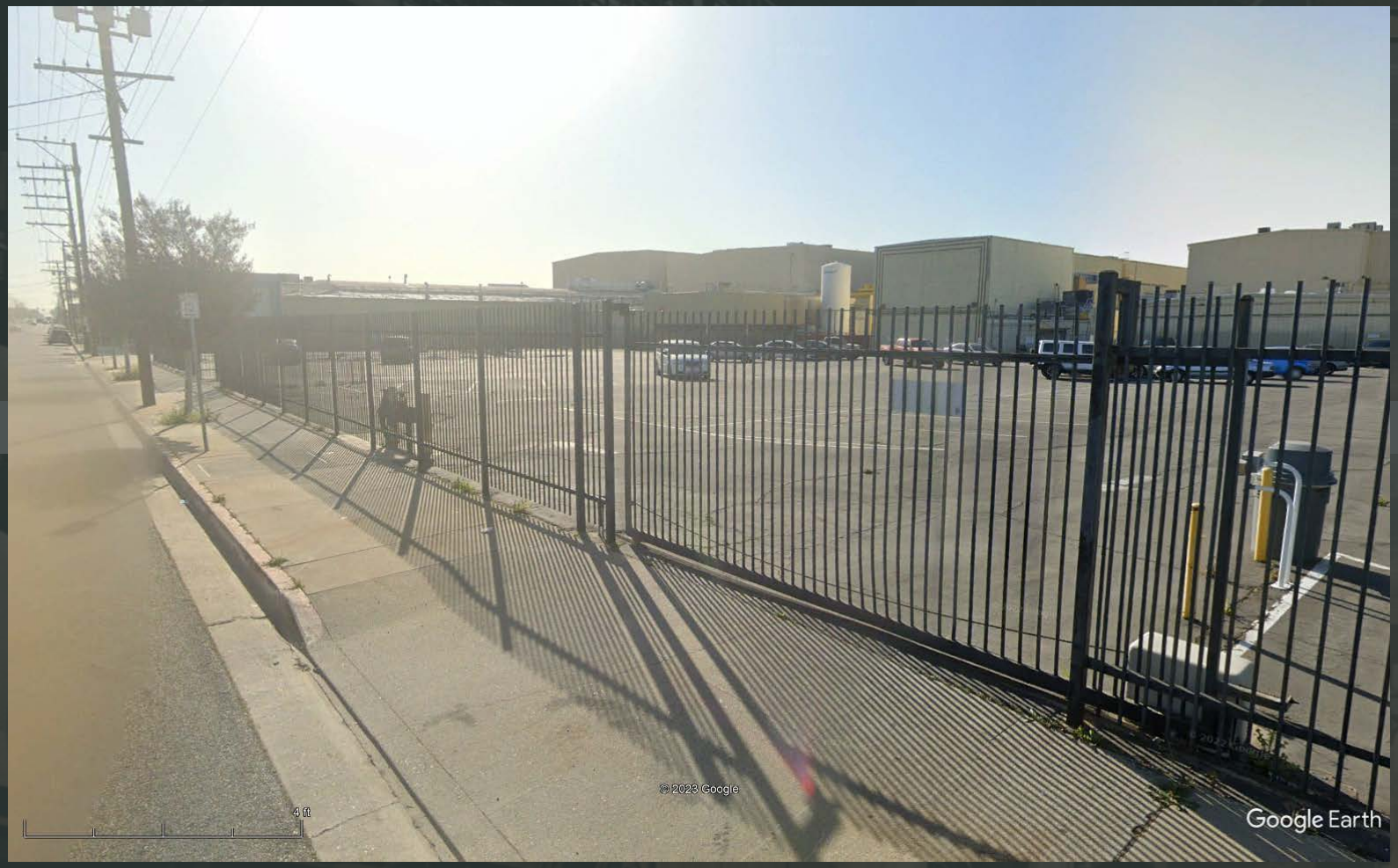
Project Tabulation

Net Site Area	8.46 Acres
Building SF (Incl. 5,000 second floor office)	190,860
Auto Parking Provided (Min. 214, Max. 220)	220 Stalls (1.15 per 1,000 SF)
Landscape	20,289 SF (5.5%)
Building Height	42’

OMP
OVERTON MOORE PROPERTIES

Project Design

- Noteworthy design elements
  - High image architectural design suitable for corporate headquarters
  - Landscape enhancements
  - Functional ingress and egress
  - Screening of loading areas
  - Ability to increase parking for higher employment uses
  - Customer parking separate from truck parking and loading areas
  - New street improvements including sidewalks, driveways, landscaping and curb/gutters
  - Divisible to two tenants



Current 135th Street Frontage

OVERTON MOORE PROPERTIES

Proposed 135th Street Frontage

OVERTON MOORE PROPERTIES

135TH STREET ELEVATION - NORTH ELEVATION

WEST ELEVATION

SOUTH ELEVATION

EAST ELEVATION

Elevations

OVERTON MOORE PROPERTIES

Sustainability

- Expandable power for manufacturing or value-add occupiers
- EV chargers installed day 1, plus conduits for additional future stalls
- Conduits for future EV truck charging
- Solar Ready roof
- Drought tolerant landscaping
- Excess bicycle parking
- High quality insulation
- High performance windows and doors
- 2.5% Skylights to reduce daytime lighting use
- Recycled concrete and asphalt materials from former structures to be re-used onsite
- Trees for shading of parking per city requirements, focusing on street frontage
- Full concrete paving for heat island reduction

OMP Case Study: 1720 W 135th, Gardena

- 101,890 SF industrial building built by OMP in 2017
- Leased long term to Airfayre, providing in flight catering manufacturer providing significant employment

OMP
OVERTON MOORE PROPERTIES

OMP Case Study: 12901 Western Ave, Gardena

- 40,511 SF industrial building built by OMP in 2018
- Sold to Genexus, a leading apparel company as its corporate headquarters

OVERTON MOORE PROPERTIES

Project Benefits

The project will provide numerous benefits to the residents and City of Gardena. Some examples of the benefits include:

- New high quality jobs expected to generate millions of dollars in annual salaries and wages
- Redevelopment opportunity to demo functionally obsolete buildings to address current market needs
- New construction jobs
- Additional fee revenue for the City of other agencies
- Expansion opportunities for a new or existing companies in Gardena
- Support for Gardena retail and restaurants
- Local hiring and supplier opportunities for businesses and residents in the City of Gardena

OVERTON MOORE PROPERTIES

Thank You

OMP
OVERTON MOORE PROPERTIES

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RESOLUTION NO. 6626

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING A MITIGATED NEGATIVE DECLARATION AND A CONDITIONAL USE PERMIT AND SITE PLAN FOR A 190,860 SQUARE FOOT WAREHOUSE BUILDING LOCATED AT 1600 W. 135TH STREET

WHEREAS, on December 2, 2021, Gardena Owner LP ("Developer"), owner of the 296,630 square foot parcel located at 1600 W. 135th Street (the "Property"), filed an application for development of a 190,860 square foot warehouse building that would include 10,000 square feet of office space; and

WHEREAS, the Property has a land use designation of General Industrial and a corresponding zoning of General Industrial (M-2);

WHEREAS, development of the Project requires approval of a lot line adjustment of two parcels to combine them into one, a conditional use permit ("CUP") for the warehouse use, and a site plan for the warehouse (the "Project"); and

WHEREAS, the lot line adjustment shall be approved by the Community Development Director; and

WHEREAS, on March 22, 2022, the City entered into a consultant agreement with Harris & Associates ("Consultant") to prepare the required environmental documentation for the project; and

WHEREAS, the City, through Consultant, prepared an Initial Study/Mitigated Negative Declaration for the Project; and

WHEREAS, on March 7, 2023 the Planning Commission opened and continued the public hearing to March 21, 2023; and

WHEREAS, on March 21, 2023 held the public hearing at which time it considered all evidence presented, both written and oral after which it adopted Resolution No. PC 4-23 approving the mitigated negative declaration, conditional use permit and site plan review; and

WHEREAS, On March 28, 2023, Councilmember Love called for review of the project, which was seconded may Mayor Pro Tem Francis; and

WHEREAS, on April 13, 2023, a public hearing was duly noticed for the City Council meeting of April 25, 2023, at which time it held a public hearing; and

WHEREAS, in making the various findings set forth herein, the City Council has considered all of the evidence presented by staff, the applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the

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Gardena Municipal Code. The record of these proceedings can be found at the Community Development Department, Room 101, 1700 West 162nd Street, Gardena, California. The Director of Community Development is the custodian of such record.

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

SECTION 1. CEQA Procedures. The Planning Commission of the City of Gardena does hereby find as follows:

A. Consultant prepared an Initial Study/Mitigated Negative Declaration (hereafter "MND"). A Notice of Intent to adopt the MND was timely distributed and the public review period was from October 13, 2022 to November 14, 2022. This deadline was extended to the end of November 2022 for the California Regional Water Quality Control Board ("RWQCB") as it was inadvertently left off of the notice list.

B. Prior to the release of the MND and in accordance with AB 52, the City sent notices regarding tribal consultation to the two tribes that had requested such notice. The City engaged in consultation and mitigation measures have been included in the EIR as a result of the consultation.

C. City received public comments on the MND from the Los Angeles Regional Water Quality Control Board (RWQCB), the South Coast Air Quality Management District (SCAQMD), the Los Angeles County Sanitation Districts, the Los Angeles County Fire Department, Supporters Alliance for Environmental Responsibility ("SAFER"), and Golden State Environmental Justice Alliance. Both SAFER and the Environmental Justice Alliance withdrew their comment letters. All other comments were responded to and incorporated into a separate document entitled Response to Comments, dated March 2023, attached hereto as Exhibit B.

D. As a result of the comment received by the RWQCB, minor changes were made to Mitigation Measure HAZ-1 for clarification purposes. The Mitigation Measure now recognizes that the remedial cleanup program for the shallow VOC impacted soils may be through a document other than a Remedial Action Plan (RAP), includes a reference to the document which contains the clean-up standards, and specifies that cleanup shall be to the criterial protective of human health and the environment. Additionally, the Mitigation Measure provides that additional cleanup that may be required for deeper soils and groundwater is not required for mitigation of the project. The RWQCB is an agreement with the revisions to the mitigation measure and a technical memorandum was prepared by the City's consultant regarding this change (Exhibit F attached hereto).

E. No substantive changes were required to the MND as a result of the

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comments and recirculation of the document was not required. The changes merely clarify or make insignificant changes in the Draft IS/MND which are incorporated into the Final IS/MND, dated March 2023 (Exhibit A attached hereto).

F. In adopting the MND and adopting the Mitigation Monitoring and Reporting Program (Exhibit C attached hereto), the City Council has exercised its independent judgement and analysis. The MND is an accurate and complete statement of potential environmental impacts of the Project. The City Council has reviewed and considered the MND, agenda reports, written reports, public testimony, and other information in the record.

SECTION 2. CEQA Findings Regarding Impacts.

A. An MND was prepared for the Project as all potential impacts can be mitigated below a level of significance.

B. The MND identifies the below topic areas as potentially significant, but each can be mitigated below a level of significance.

1. Under Geology and Soils, the Project has the potential for significant impacts relating to soil instability and expansive soil. These potential impacts will be mitigated by Mitigation Measure GEO-1 which requires that grading plans be prepared in conformance with the recommendations in the Geotechnical Report for the Project.

2. Under Geology and Soils, the Project has the potential for significant impacts relating to paleontological resources. Potential impacts under this topic will be mitigated by Mitigation Measure GEO-2 which requires a Worker Awareness and Environmental Program training for construction workers as well as Mitigation Measure GEO-3 which work to cease and a professional vertebrate paleontologist to be contacted if fossil bearing deposits are encountered.

3. Under Hazards and Hazardous Materials, the Project has the potential for significant impacts due to the release of hazardous materials into the environment and being located on a hazardous materials site. Potential impacts under these topics will be mitigated by HAZ-1 which requires a remedial cleanup program to be reviewed and approved by the Los Angeles Regional Water Quality Control Board as set forth in the MMRP.

4. Under Tribal Cultural Resources, the Project has the potential for adverse changes to tribal cultural resources. Potential impacts will be mitigated by TCR-1 through TCR-3. TCR-1 requires the Developer to retain a Native American Monitor to be on-site for ground-disturbing activities. If any tribal cultural resources are found, construction activities will cease until the find is evaluated. TCR-2 provides that the requirements of state law shall be followed if there is any discovery of human remains and associated

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funerary objects; construction activities must also cease until it is determined by the Tribal Monitor that resuming activities is acceptable. TCR-3 sets forth procedures to be followed for burials and funerary remains. These same mitigation measures would also reduce any cumulative impacts in this area to below a level of significance.

C. The lot line adjustment, which is a condition of approval, does not create any additional environmental impacts that were not examined as part of the overall Project.

SECTION 3. Adoption of MND and MMRP. Based on the above, the City Council hereby adopts the Final and Complete Initial Study/Mitigated Negative Declaration attached hereto as Exhibit A (Final IS/MND) and adopts the Mitigation Monitoring and Reporting Program attached hereto as Exhibit C.

SECTION 4. Conditional Use Permit. Warehouse uses in the M-2 zone require a CUP and conformance with the requirements set forth in Gardena Municipal Code section 18.46.030C.18. (GMC § 18.36.030M.) The City Council hereby approves Conditional Use Permit #7-21 for the warehouse use based on the following findings and subject to the conditions attached hereto as Exhibit E.

A. That the use applied for in one for which a conditional use permit is authorized by Chapter 18.46.

Analysis: The General Industrial (M-2) zone (Chapter 18.38) incorporates all provisions of the M-1 zone (Chapter 18.36). Both Chapter 18.36 and Chapter 18.46 allow for warehouse uses in the M-2 zone pursuant to a CUP.

B. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses, or uses specifically permitted in the zone; and will not be detrimental to the public health, safety or welfare.

Analysis: The Project is compatible with the surrounding uses as it is an industrial project being located in an industrial zoned and developed area. As set forth in the staff report, the Project is consistent with the General Plan. The Project will be an improvement to the Property as it will remove buildings that are approximately 73 years old and replace them with a new 190,860 square foot industrial building designed to accommodate a variety of uses including warehousing. The Project will not be detrimental to the public health, safety or welfare.

C. That the site for the intended use is adequate in size and shape to accommodate such use an all of the yards, setbacks, walls, fences, landscaping and other features required.

Analysis: As set forth in the staff report, the site is adequate in size and shape as the Project complies with all required development standards.

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D. That the site for the proposed use relates to streets and highways properly designed and improved to carry the type and quantity of traffic to be generated.

Analysis: The Circulation Plan of the Gardena General Plan designates West 135th Street as a major collector roadway. Major collector roadways are intended to serve as an intermediate route to carry traffic between collector roadways and arterial roadways. Major collector roadways are designed to carry moderate levels of traffic, with an average right-of-way width of 80 feet, generally in the range of 15,000 to 25,000 vehicles per day. The use of the property for light assembly, manufacturing, and warehousing is not expected to generate more traffic than the existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the proposed use.

E. That the conditions are necessary to protect the public health, safety and general welfare.

Analysis: The conditions of approval for Conditional Use Permit #7-21, set forth in Exhibit E, will ensure that the warehouse use will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

F. The Project will comply with the requirements set forth in Gardena Municipal Code section 18.46.030C.18.

Analysis: As indicated in the staff report which is incorporated herein by reference, the project complies with all of the additional requirements set forth in the above-referenced section. As the mitigation fee act cannot impose annual service impact fees and one has not been adopted by resolution, the applicant has agreed to pay a one-time fee of $100,245.60 for its pro rata share of rehabilitation of West 135thStreet from Western Avenue to Normandie Avenue due to wear and tear resulting from trucking operations from the warehouse facility. A condition of approval has been added to address the one-time payment.

SECTION 5. Site Plan Review. A site plan review is required under Gardena Municipal Code section 18.44.010 as this Project also requires a CUP. A site plan shall be approved or conditionally approved when the following two findings are made. The City Council hereby approves Site Plan Review # 9-21 dated November 8, 2021, attached hereto as Exhibit D, as presented to the City Council based on the following findings and subject to the conditions attached hereto as Exhibit E.

A. The physical location, size, massing, setbacks, pedestrian orientation, and placement of proposed structure on the site and the location of proposed uses within the Project are consistent with applicable standards.

Analysis: As set forth in the staff report, the physical location, size, massing, setbacks, pedestrian orientation, and placement of structures within the Project and location of the uses are consistent with applicable standards of the Gardena Municipal Code.

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B. The development is consistent with the intent and general purpose of the general plan and provisions of the municipal code.

Analysis: The General Plan land use designation is Industrial which is designed for a wide variety of clean and environmentally friendly industries, technology-related uses and supporting facilities and business parks. The proposed use replaces 296,630 square feet of building space that was built between 1950 and 2010 and most recently has been occupied by a manufacturing company of aerospace components. The site is on a list of contaminated sites. Development of the site will require clean-up of the contamination in accordance with a Remedial Action Plan approved by the California Department of Toxic Substances Control (DTSC). The new development that will replace the existing manufacturing facilities will meet the most current building standards and will be more energy efficient, using less gas and fuel than the previous use. Additionally, the Project will result in fewer vehicular trips, reduce GHGs and other pollutants and will improve stormwater control measures.

The Project is consistent with a number of goals and policies of the General Plan as more fully set forth in the staff report, which is incorporated by reference.

As set forth in the staff report which is incorporated by reference, the Project will comply with all development standards of the M-1 zone as well as the development standards of the CUP requirements for warehouse uses.

C. The health and safety services (police and fire) and public infrastructure are sufficient to accommodate the new development.

Analysis: Police protection services in the City are provided by the Gardena Police Department (PD). Gardena PD operates out of the Civic Center located 1718 West 162 Street, which is located roughly 1.7 miles south of the Property. The Property is already within the PD service area, and once operational, the Project would continue to be served by the PD. Fire protection and emergency medical response services in the City are provided by the Los Angeles County Fire Department (LACFD). The Property is served by Fire Station No. 159: 2030 West 135th Street, which is located approximately 0.59 miles west of the site. The Property is already within the LACFD service area, and once operational, would continue to be served by LACFD. Therefore, the city's current health and safety services and public infrastructure are sufficient to accommodate the new development.

D. The Project is compatible with the surrounding sites and neighborhoods.

Analysis: The Project is located in an area of the City that is zoned for and has been developed for industrial uses. The Project is keeping within the development pattern of the area and will not have any impacts on the general welfare of the City.

E. The Project has been determined to be exempt from the California Environmental Quality Act or the appropriate environmental document has been completed and required findings have been made.

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Analysis: As set forth in Section 2 of this resolution, the appropriate environmental document has been completed and required findings have been made.

SECTION 6. 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 25th day of April, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez

CARMEN VASQUEZ, City Attorney

FINAL

Initial Study/Mitigated Negative Declaration

Gardena Industrial Center Project

Prepared for:

City of Gardena
1700 West 162nd Street
Gardena, California 90247
Contact: Amanda Acuna, Senior Planner

Prepared by:

Harris & Associates

22 Executive Park, Suite 200
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(949) 655-3900
Contact: William Halligan, Esq., Senior Director/Senior Environmental Counsel

March 2023

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°F	degrees Fahrenheit
µg/kg	micrograms per kilogram
µg/L	micrograms per liter
AB	Assembly Bill
ADT	average daily traffic
Alquist-Priolo	Alquist-Priolo Earthquake Fault Zoning Act
AMSL	above mean sea level
AST	aboveground storage tank
bgs	below ground surface
BMP	best management practice
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
CAL FIRE	California Department of Forestry and Fire Protection
Cal/OSHA	California Occupational Safety and Health Administration
CalEEMod	California Emissions Estimator Model
CalEPA	California Environmental Protection Agency
Caltrans	California Department of Transportation
CAP	climate action plan
CARB	California Air Resources Board
CCAA	California Clean Air Act
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CESA	California Endangered Species Act
CFC	chlorofluorocarbon
CFG Code	California Fish and Game Code
CFR	Code of Federal Regulations
CH_4	methane
CNDDB	California Rare Plant Rank
CNEL	community noise equivalent level
CNPS	California Native Plant Society
CO	carbon monoxide
CO_2	carbon dioxide
CO_2e	carbon dioxide equivalent
CRHR	California Register of Historical Resources
cy	cubic yard
dB	decibel
dBA	A-weighted decibel
DPM	diesel particulate matter
DTSC	California Department of Toxic Substances Control
EIR	environmental impact report
FEMA	Federal Emergency Management Agency
FESA	federal Endangered Species Act

GHG	greenhouse gas
GIS	geographic information system
gpm	gallons per minute
GPS	Global Positioning System
GSF	gross square feet
GWP	global warming potential
HFC	hydrofluorocarbon
HRA	health risk assessment
HVAC	heating, ventilation, and air conditioning
I-	Interstate
IS	initial study
L_{dn}	day-night average sound level
L_{eq}	equivalent continuous sound level
L_{max}	maximum sound level
L_{min}	minimum sound level
LOS	level of service
LUST	leaking underground storage tank
MBTA	Migratory Bird Treaty Act
mg/kg	milligrams per kilogram
mg/L	milligrams per liter
MMRP	Mitigation Monitoring and Reporting Program
MMT	millions of metric tons
mpg	miles per gallon
mph	miles per hour
MSCP	Multiple Species Conservation Program
MT	metric ton
N_2O	nitrous oxide
NAAQS	National Ambient Air Quality Standards
NAGPRA	Native American Graves Protection and Repatriation Act
NAHC	Native American Heritage Commission
NCCP	natural community conservation plan
ND	negative declaration
NO	nitric oxide
NO_2	nitrogen dioxide
NOAA	National Oceanic and Atmospheric Administration
NO_x	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
O&M	operations and maintenance
O_3	ozone
OEHHA	California Office of Environmental Health Hazard Assessment
OSHA	Occupational Safety and Health Administration
PCB	polychlorinated biphenyl
PFC	perfluorocarbon
PM	particulate matter
PM_{10}	particulate matter measuring no more than 10 microns in diameter

$PM_{2.5}$	fine particulate matter measuring no more than 2.5 microns in diameter
Porter-Cologne Act	Porter-Cologne Water Quality Control Act
ppb	parts per billion
ppm	parts per million
PPV	peak particle velocity
PRC	California Public Resources Code
project	Hitco Industrial
RAQS	Regional Air Quality Strategy
RCRA	Resource Conservation and Recovery Act
ROG	reactive organic gas
ROW	right-of-way
RTP	Regional Transportation Plan
RWQCB	Regional Water Quality Control Board
SAA	streambed alteration agreement
SB	Senate Bill
SF_6	sulfur hexafluoride
SIP	State Implementation Plan
SO_2	sulfur dioxide
SO_x	sulfur oxides
SR-	State Route
SVOC	semivolatile organic compound
SWPPP	stormwater pollutant prevention plan
SWRCB	State Water Resources Control Board
TAC	toxic air contaminant
TCR	tribal cultural resource
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USDOT	U.S. Department of Transportation
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Services
USGS	U.S. Geological Survey
UST	underground storage tank
v/c	volume to capacity
VdB	vibration decibel
VMT	vehicle miles traveled
VOC	volatile organic compound

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Document Overview

This Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared in accordance with California Environmental Quality Act (CEQA) and the CEQA Guidelines for the proposed Gardena Industrial Center Project. The primary intent of this document is to determine whether project implementation would result in potentially significant impacts to the environment.

In accordance with CEQA, projects that have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment must undergo analysis to disclose potential significant effects. The provisions of CEQA apply to California governmental agencies at all levels, including local agencies, regional agencies, state agencies, boards, commissions, and special districts. CEQA requires preparation of an IS for a discretionary project to determine the range of potential environmental impacts of that project and to define the scope of the environment review document. As specified in Section 15064(f) of the CEQA Guidelines, the lead agency may prepare a Mitigated Negative Declaration if, in the course of the IS analysis, it is recognized that the project may have a significant impact on the environment, but that implementation of specific mitigation measures would reduce potentially significant impacts to a less than significant level. As the lead agency for the Proposed Project, the City of Gardena has the principal responsibility for conducting the CEQA environmental review to analyze the potential environmental effects associated with project implementation. During the review process, it was determined that no potentially significant impacts would occur. Therefore, an IS/MND has been prepared for the Proposed Project.

This IS/MND is organized as follows:

- **Section 1: Project Description.** This section introduces the document and discusses the project description including location, setting, and specifics of the lead agency and contacts.
- **Section 2: Initial Study Checklist.** This section discusses the CEQA environmental topics and checklist questions and identifies the potential for impacts.
- **Section 3: List of Preparers.** This section lists the organizations and individuals who were consulted and/or prepared this IS/MND.
- **Section 4: References.** This section presents a list of reference materials consulted during preparation of this IS/MND.

Public Review

The IS/MND will be circulated for a 30-day public review period from October 13, 2022 through November 14, 2022.

Comments regarding this IS/MND must be made in writing and submitted to:

City of Gardena
Community Development Department
1700 West 162nd Street
Gardena, California 90247
Attn: Amanda Acuna, Senior Planner

or by email to AAcuna@cityofgardena.org.

The City invites you to submit written comments describing your specific environmental concerns. If you are representing a public agency, please identify your specific areas of statutory responsibility if applicable. Written comments are desired at the earliest possible date, but due to the time limits mandated by State law, your response must be sent no later than 30 days after the receipt of this notice. If a responsible or trustee agency fails to respond within this time period, the Company may presume that your agency has no response to make pursuant to CEQA Guidelines Section 15082(b)(2).

Section 1 Project Description

The following Initial Study (IS) and Environmental Checklist presents information on the Project and an evaluation of the probable environmental effects anticipated by the Gardena Industrial Center Project (Proposed Project). This Initial Study has been prepared in accordance with the California Environmental Quality Act of 1970 (CEQA), as amended, the CEQA Guidelines, and the City of Gardena's City Guidelines.

1.1 Project Location

The Proposed Project is located at 1600 West 135th Street in the City of Gardena (City). The 296,630 square foot Project Site is located between the following local thoroughfares: 135th Street to the north, 139th Street to the south, Normandie Avenue to the east, and South Western Avenue to the west. The Project Site is approximately 1 mile west of Interstate 110, approximately 1.2 miles south of Interstate (I) 105, and 3.8 miles east and 0.5 miles north of I-405. Figure 1, Regional Location, shows the Project regional location, while Figure 2, Project Site, depicts the Project Site and the surrounding area.

1.2 Environmental Setting

The City of Gardena is located in the South Bay region of the County of Los Angeles (County). The Project Site is in an urban area of the southwest region of the County and is currently occupied by a silica and carbon-based products manufacturing company. Generally, the City is an urbanized community. Surrounding the Project Site is 135th Street to the north and industrial uses to the east, south, and west. The Project Site is located within 0.25 miles of bus stops at the intersection of Western Avenue and 135th Street, which provide service to GTrans Line 2 and Line 4. The City is surrounded by the unincorporated community of Athens to the north, the Los Angeles neighborhood of Harbor Gateway to the east and south, the city of Torrance to the southwest, the Los Angeles neighborhood of Alondra Park and Hawthorne to the west, and the city of Hawthorne to the northwest.

1.2.1 Surrounding Land Uses

The Proposed Project is surrounded by industrial uses on all sides, as well as commercial and residential uses in the peripheral areas. Some residences are located between industrial buildings. The closest residences are located at the intersection of West 135th Street and Halldale Avenue, approximately 350 feet northeast of the Project Site, and near the intersection of West 135th Street and Normandie Drive, approximately 800 feet west of the site. 135th Street Elementary is located further east of the Proposed Project. Purchase Avenue Elementary is located further west of the Proposed Project. Rowley Memorial Park is also located further west of the Proposed Project.

1.2.2 Existing General Plan and Zoning

The Project Site is currently designated as General Industrial by the City of Gardena General Plan Land Use Map and is zoned as General Industrial (M-2).

1.3 Project Description

1.3.1 Proposed Project Description

The Proposed Project involves the demolition of all existing on-site buildings, totaling 296,630 square feet of building space, parking lots, and associated improvements. This consists of buildings 1-13, 21, 32, 44, 46, 51, 65, 69 73 and 75 as shown on Figure 3, Previous Recognized Environmental Conditions. The Proposed Project would entail the demolition of all structures on site. The site has been used to manufacture silica and carbon-based products since original construction. The site was formerly part of a larger property that was occupied by various owners. Most recently, the site has been occupied by Avcorp Composite Fabricators, manufacturers of composite aerospace components. As shown in Figure 4, Site Plan, the Proposed Project consists of a new 190,860-square foot tilt-up concrete industrial building, constituting of 180,860 square feet of industrial uses and 10,000 square feet of office uses. The proposed building has been designed to accommodate up to two tenants with a wide variety of uses, including light assembly, manufacturing, e-commerce, and warehousing/distribution. The Proposed Project is concurrently applying for a conditional use permit (CUP) for warehousing/distribution and a site plan review (SPR).

1.3.2 Proposed Project Design

The forward-looking configuration of the proposed industrial building includes two-story lanterns of glass that accentuate the office corners of the facility creating solid and void in the massing of the 42-foot-tall facilities as shown in Figure 5a, Elevations, and Figure 5b, Elevations. Clearstories of glazing are proposed high on the concrete tilt up panels between the transparent corners providing natural light deep into the building footprint. Concrete panel elements are proposed to be used as accents and multi-colored paint compositions to break down the scale of the concrete tilt up walls. At 36 feet clear, the tall envelope of the building has been designed to accommodate a wide range of users that require efficient facilities.

1.3.3 Open Space and Landscaping

Ten foot setbacks with landscaping along the property lines are proposed for compliance with the development code. The new landscaping would have varied tree species and shrubs with plant species that are consistent with the surrounding area and meet drought tolerant requirements.

1.3.4 Lighting

The Proposed Project is required to comply with the City's requirements for outdoor lighting, which shall demonstrate an average of two footcandles with no single point less than one footcandle for all public/common areas. The Proposed Project's lighting plan would include night lighting for parking areas, walkways, and driveways. Outdoor lights would cast downward and would be shrouded to prevent glare.

1.3.5 Access, Circulation, and Parking

The circulation for the Proposed Project has been designed to ensure the safe and efficient movement of cars and trucks throughout the Project Site. Two 45-feet wide driveways would be provided on West 135th Street. Parking is proposed to be located in surface parking lots on the North side of the proposed industrial building fronting West 135th Street with additional stalls available in the rear of the proposed building. The Proposed Project does not provide more parking than what is required by the City, but includes 220 parking spaces. Parking impacts, in and of themselves, are exempt from CEQA review.

1.3.6 Grading and Drainage

The approximate earthwork numbers are 20,749 cubic yards of cut, 20,749 cubic yards of fill and 17,721 cubic yards of over-excavation as shown in Figure 6a, Grading Plan, and Figure 6b, Grading Plan. The site is expected to balance cut with fill. The Proposed Project includes the construction of low impact development (LID) stormwater management systems. Infiltration is not an option at this site so the site will use two (2) interconnected WetlandMod units (at-grade with plants) and two (2) sets of StormTech MC-3500 detention chambers sized to treat 1.5x the StormWater Quality Design Volume.

1.3.7 Demolition and Construction

The Proposed Project would result in the demolition of the existing buildings and all surface pavements on the site. See Figure 7, Building Numbers, for existing on site buildings.

1.3.8 Project Phasing

The Proposed Project would be implemented in phases upon approval of necessary discretionary actions and permits. The current tenant is set to vacate the site between December 2022 and April 2023. The demolition and construction phases of the Proposed Project are tentatively scheduled to start in 2023 and anticipated to take approximately 12-14 months.

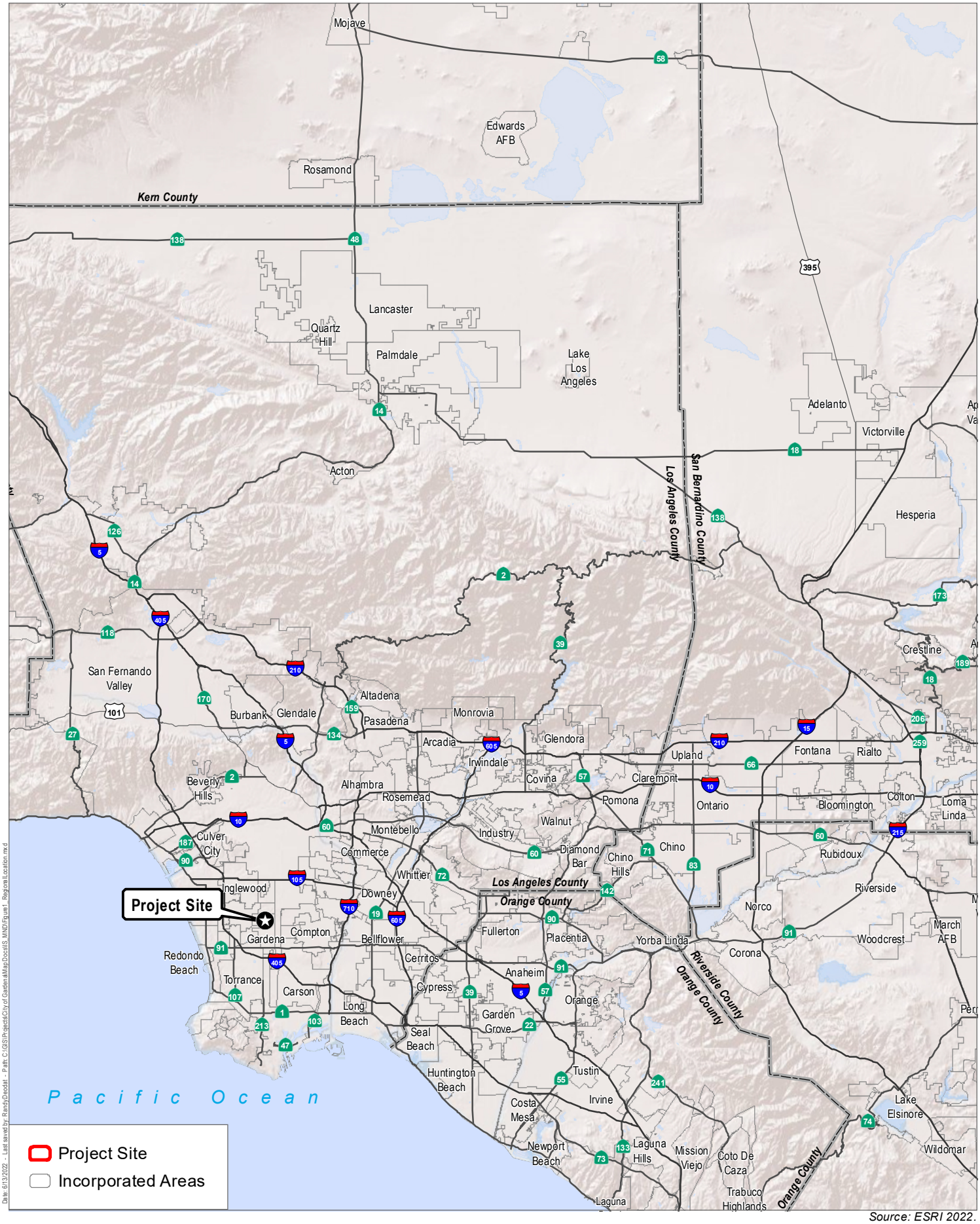
1.4 Project Approvals and Permits

The City is the lead agency under CEQA and has the principal approval authority over the Proposed Project. A responsible agency is a public agency other than the lead agency that has

responsibility for carrying out or approving a project (CEQA Guidelines, Section 15381, and California Public Resources Code, Section 21069). The following discretionary actions would be required to implement the Project (Table 1, Anticipated Discretionary Actions/Approvals).

Table 1. Anticipated Discretionary Actions/Approvals

Lead Agency	Action
City of Gardena	CUP: Conditional Use Permit
	SPR: Site Plan Review
Responsible Agencies	**Action**
Los Angeles Regional Water Quality Control Board.	Approval of a Remedial Action Plan (RAP).



Source: ESRI 2022.

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Figure 1
Regional Location
Gardena Hitco Project

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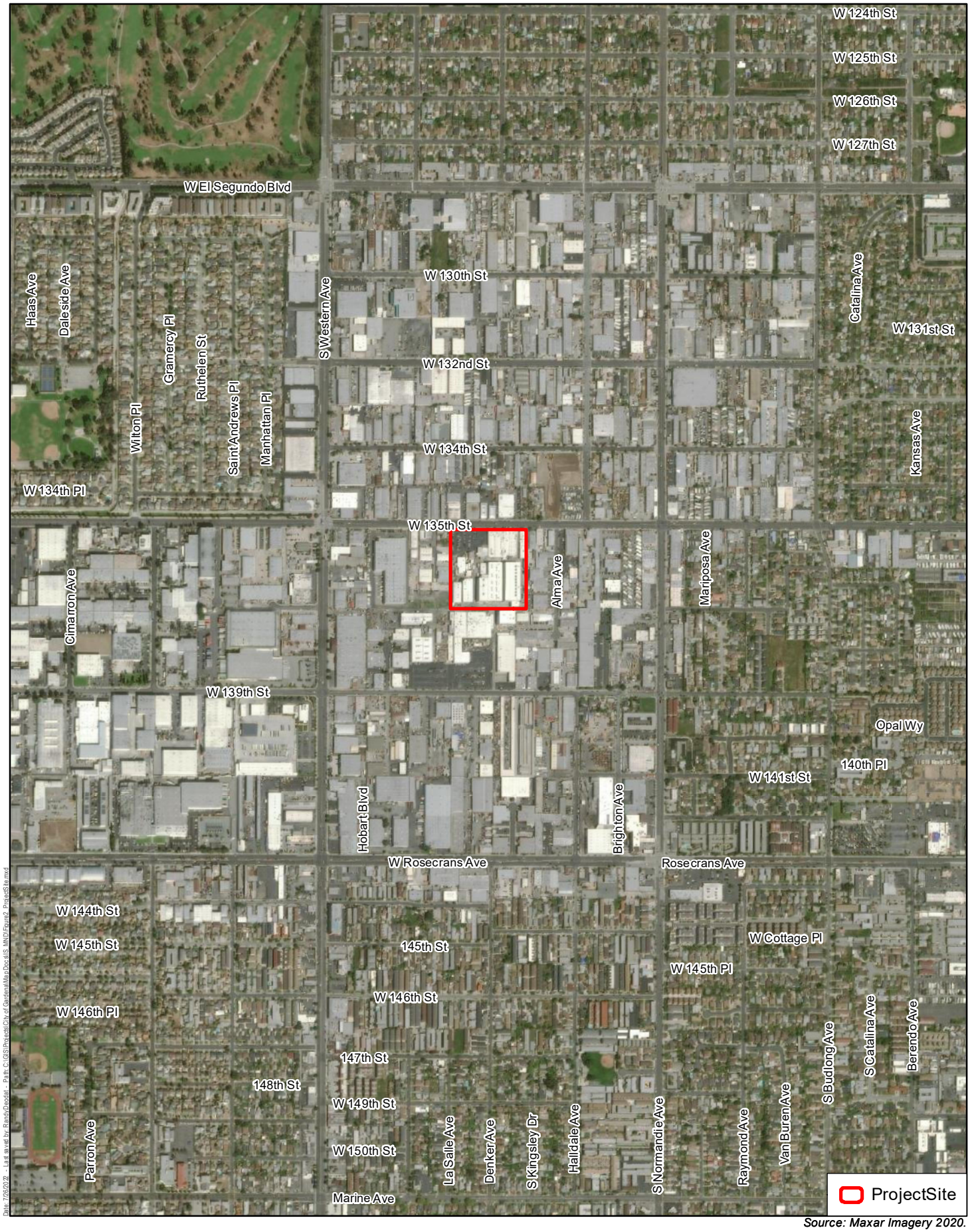

Source: Maxar Imagery 2020.

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Figure 2

Project Site

Gardena Hitco Project

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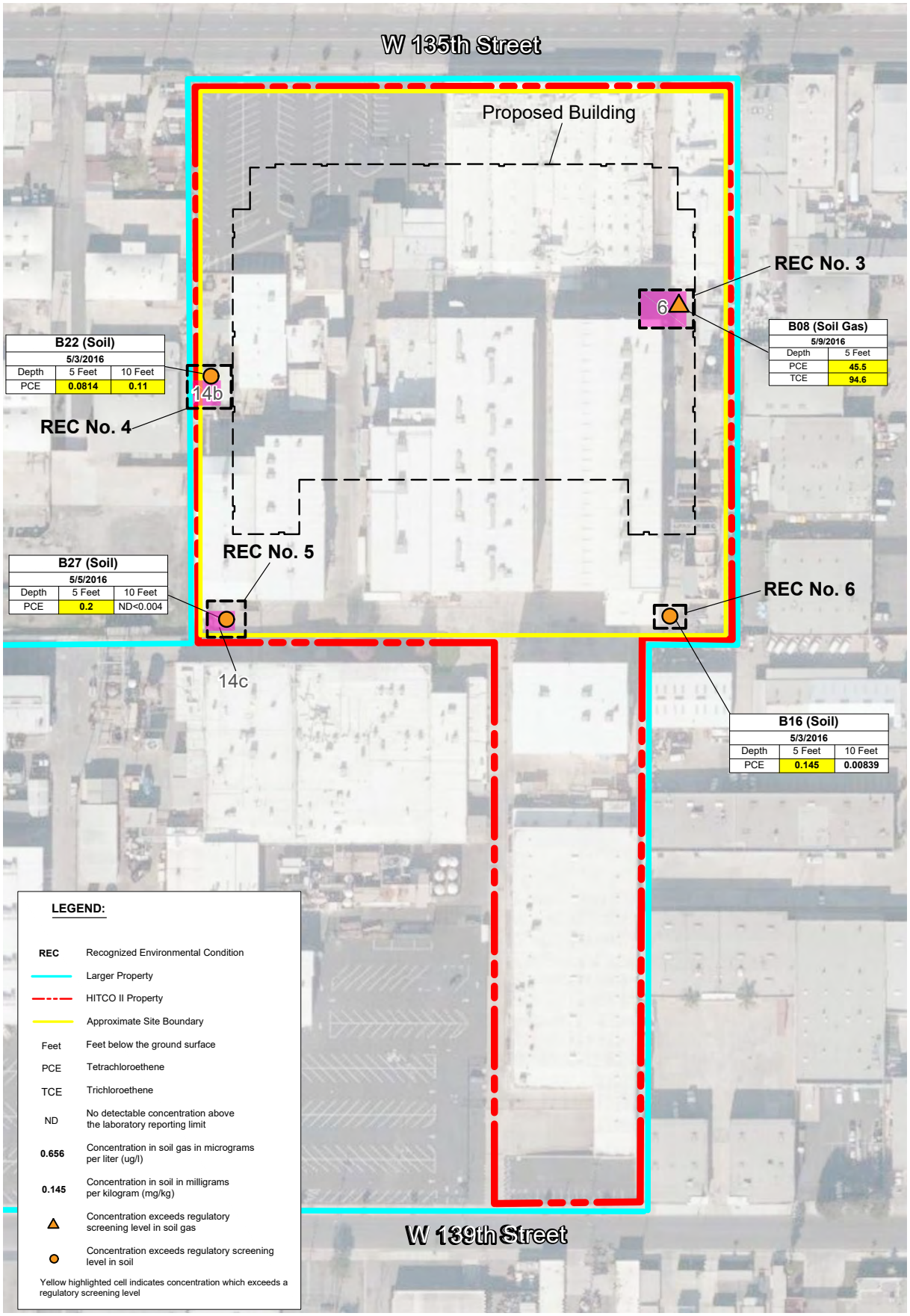

Source: Enercon 2022.

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Figure 3

Previous Recognized Environmental Conditions

Gardena Hitco Project

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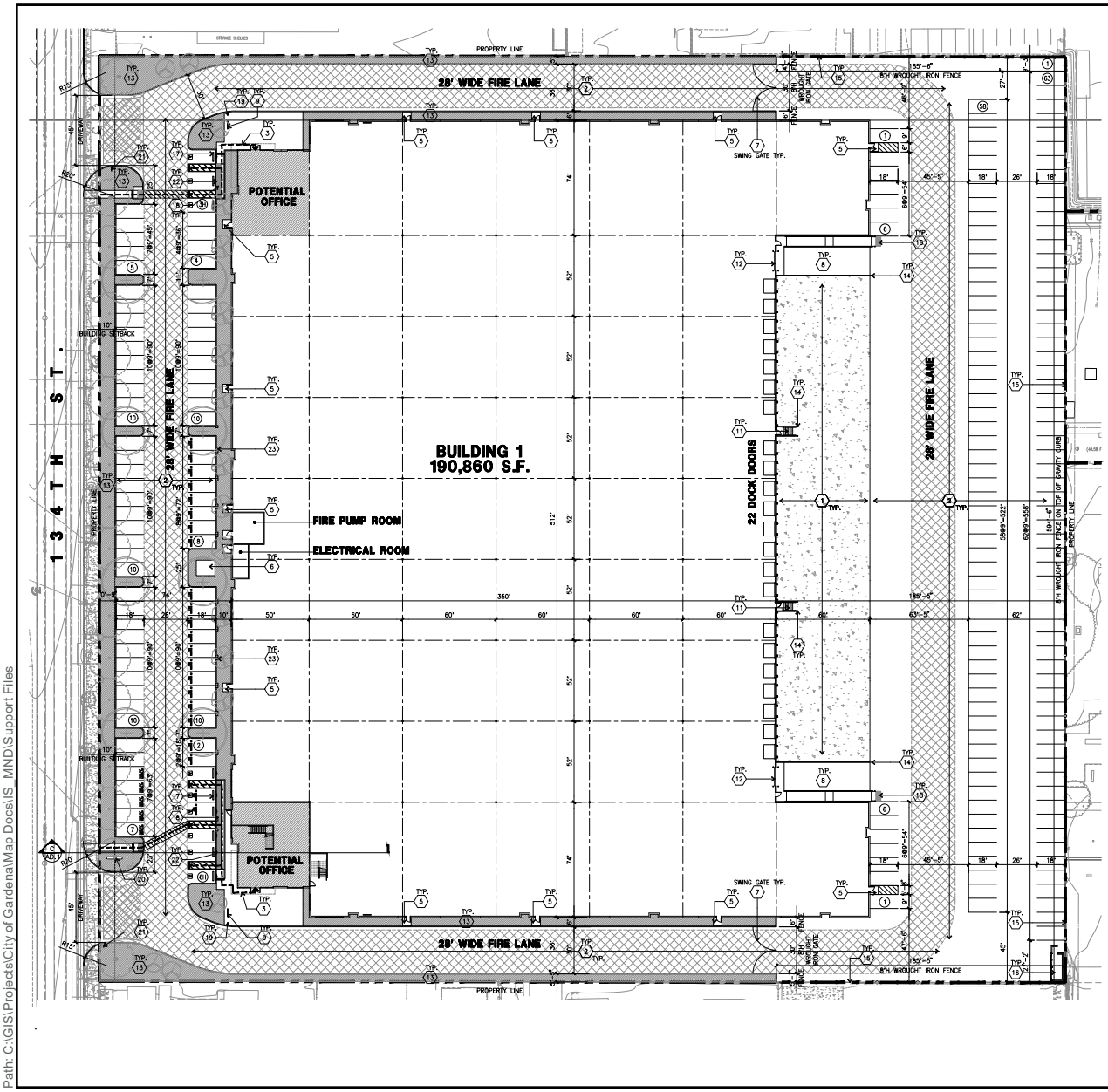

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT
2. ASPHALT CONCRETE (AC) PAVING
3. CONCRETE WALKWAY, MEDIUM BROOM FINISH
4. NOT USED
5. 5'-0"X5'-0"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ. BY CITY INSPECTOR.
6. TRANSFORMERS PER ELECTRICAL DRAWINGS AND SERVICE PROVIDER.
7. 8'-0" HIGH METAL SWING GATES W/ KNOX-BOX PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY. CONTRACTOR TO DESIGN & DETAIL GATES. DRAWINGS AND CALCULATIONS PRIOR TO FABRICATION. PROVIDE CONDUIT FOR FUTURE. CONCRETE RAMP.
8. 5-SPACE BIKE RACK.
9. FIRE HYDRANT W/ CONC. FILLED STEEL GUARD POST
10. EXTERIOR CONCRETE STAIR.
11. 12'W X 14H' OVERHEAD DOOR @ DRIVE THRU.
12. ALL LANDSCAPE AREAS INDICATED BY SHADING
13. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
14. 8'H WROUGHT IRON FENCE
15. TRASH ENCLOURE
16. PRE-CAST CONC. WHEEL STOP.
17. TRUNCATED DOME.
18. SMOKE POLE
19. FUTURE MONUMENT SIGN
20. ACCESSIBLE ENTRY SIGN.
21. ACCESSIBLE PARKING STALL SIGN
22. FUTURE EV CHARGER, PROVIDE ELECTRICAL CONDUIT

SITE PLAN GENERAL NOTES

1. ALL LIGHTING SHALL CONFORM WITH MUNICIPAL STANDARDS.
2. SEE CIVIL AND STRUCTURAL FOR SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. REFER TO CIVIL PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. REFER TO CIVIL DWGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. REFER TO CIVIL DRAWINGS.
8. CONTRACTOR TO REFER TO CIVIL DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. REFER TO CIVIL DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. ALL SIGNAGE SHALL CONFORM WITH THE MUNICIPAL STANDARD.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. SITE PLAN SHALL MEET ALL ENGINEERING AND NPDES REQUIREMENT.
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. WALLS SHALL BE TREATED WITH A GRAFFITI-PROOF COATING ON SURFACES THAT ARE NOT INTENDED TO BE PAINTED (E.G. SPLIT-FACE BLOCK WALL, DECORATIVE TILE, COLORED PANELING MATERIAL, ETC.).
18. ALL VERTICAL MOUNTING POLES OF CHAIN LINK FENCING SHALL BE CAPPED.
19. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

PROPERTY OWNER

OVERTON MOORE PROPERTIES
19700 S. VERMONT AVE., SUITE 101
TORANCE, CA 90502
CONTACT: MONTANA KANEN
EMAIL: MKanen@omprop.com

ADDRESS OF THE PROPERTY

1600 & 1606 W. 135TH STREET, GARDENA, CA 90249

ASSESSOR'S PARCEL NUMBER

6102-013-026, 027, & 029

LEGAL DESCRIPTION

LOT 12 AND PORTION OF LOT 13 OF THE REPLAT OF BLOCKS "D" AND "E" OF THE STRAWBERRY PARK TRACT, IN THE CITY OF GARDENA, COUNTY OF LOS ANGLES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 8, PAGE 138 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ZONING

GENERAL PLAN DESIGNATION – INDUSTRIAL
ZONING DESIGNATION – M2

APPLICANT

OVERTON MOORE PROPERTIES
19700 S. VERMONT AVE., SUITE 101
TORANCE, CA 90502
CONTACT: MONTANA KANEN
EMAIL: MKanen@omprop.com

APPLICANT'S RESPRESENTATIVE

HPA INC.
18831 BARDEEN AVE., SUITE 100
IRVINE, CA 92612
CONTACT: XIAOMIN LI
TEL: 949-862-2117

SITE PLAN GENERAL NOTES

- CONCRETE PAVING – RE: CIVIL DRAWINGS THICKNESS
- STANDARD PARKING STALL 9'X18'
- ACCESSIBLE PARKING STALL, 9'X18 + 5' W ACCESSIBLE AISLE
- VAN ACCESSIBLE 12'X18' + 5' W ACCESSIBLE AISLE
- CLEAN AIR/VANPOOL/EV
- EV CHARGING STATION 9' X 18'
- LIGHTING FIXTURE
- 28' WIDE FIRE LANE. PROVIDE RED CURBS AND SIGNS PER FIRE DEPT REQUIREMENTS
- LANDSCAPE
- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL

PROJECT DATA

	BLDG. 1
SITE AREA	
In s.f.	368,673 s.f.
In acres	8.46 ac
BUILDING AREA	
Office 1st Floor	5,000 s.f.
Office 2nd Floor	5,000 s.f.
Warehouse	180,860 s.f.
TOTAL	190,860 s.f.
COVERAGE	51.8%
AUTO PARKING REQUIRED	
Office: 1/300 sf	33 stalls
Warehouse: 1/1,000 sf	181 stalls
TOTAL	214 stalls
AUTO PARKING PROVIDED	
Standard (9 'x 18')	186 stalls
Accessible Standard (9'x 18')	5
Accessible Van (12'x18')	2
EVCS Standard (9x18')	20
EVCS Accessible Standard (9'x18')	1
EVCS Accessible Van (12'x 18')	1
Clean Air/Vanpool/EV (9'x18')	5
TOTAL	220
ZONING ORDINANCE FOR CITY	
Zoning Designation - M2	
SETBACKS	
Building	Landscape
Front -10'	10' min on streetfront
Side / Rear - none	5% min of paved area and open parking area
MAXIMUM BUILDING HEIGHT ALLOWED	
Height - 65'	
MAXIMUM FLOOR AREA RATIO	
FAR - 1.0	
LANDSCAPE REQUIREMENT	
Percentage	5%
LANDSCAPE PROVIDED	
Percentage	5.5%
AREA	20,289

Note: Future charging spaces qualify as deignated parking for clean air vehicles per CGBSC 5.106.5.3.5

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Source: HPA Architecture 2022.

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Figure 4
Site Plan

Gardena Hitco Project

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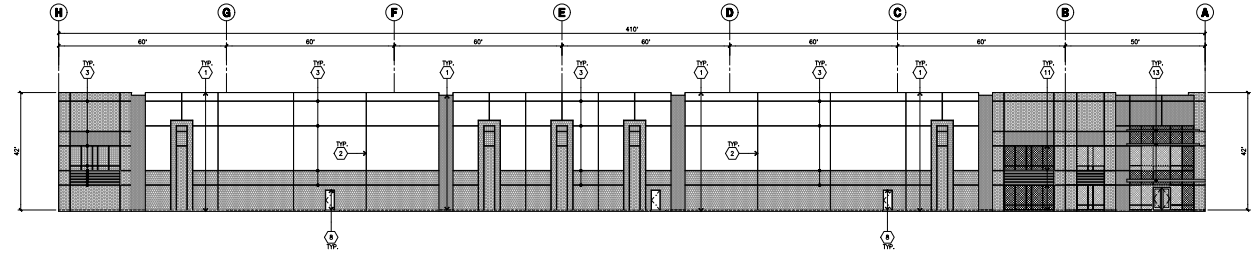

EAST ELEVATION (A)
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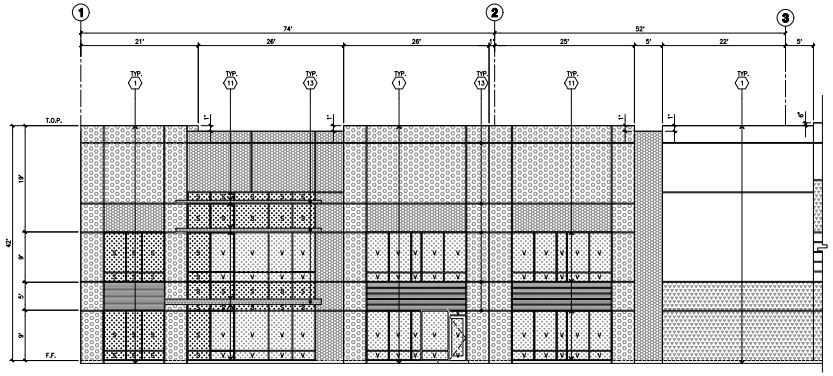

ENLARGED NORTH ELEVATION (B)
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. 12'X14' OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. 9'X10' OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER, PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING
12. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS
13. EXTERIOR CANOPY
14. INTERIOR ROOF DRAIN WITH OVERFLOW SCUPPERS

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON
P. EXTERIOR WALL SHALL BE PROVIDED WITH A GRAFFITI-RESISTANT COATING OR PAINT, TO A HEIGHT OF 12' FOR BUILDING OR STRUCTURE SURFACES THAT ARE NOT INTENDED TO BE PAINTED (E.G. SPLIT-FACE BLOCK, DECORATIVE TILE, ETC.).

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL	PAINT BRAND: SHERWIN-WILLIAMS SW7570 EGRET WHITE
2	CONCRETE TILT-UP PANEL	PAINT BRAND: SHERWIN-WILLIAMS SW7005 PURE WHITE
3	CONCRETE TILT-UP PANEL	PAINT BRAND: SHERWIN-WILLIAMS SW7071 GRAY SCREEN
4	CONCRETE TILT-UP PANEL	PAINT BRAND: SHERWIN-WILLIAMS SW7073 NETWORK GRAY
5	CONCRETE TILT-UP PANEL	PAINT BRAND: SHERWIN-WILLIAMS SW7074 SOFTWARE
6	CONCRETE TILT-UP PANEL	PAINT BRAND: SHERWIN-WILLIAMS SW7602 INDIGO BATIK
7	MULLIONS	COLOR: CLEAR ANODIZED
8	GLAZING	COLOR: BLUE REFLECTIVE GLAZING
9	METAL CANOPY	PAINT BRAND: SHERWIN-WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS/HIGH PERFORMANCE SW7005 PURE WHITE

GLAZING LEGEND

TEMPERED SPANDREL GLASS

TEMPERED VISION INSULATED GLASS
PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR

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Source: HPA Architecture 2022.

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Figure 5a

Elevations

Gardena Hitco Project

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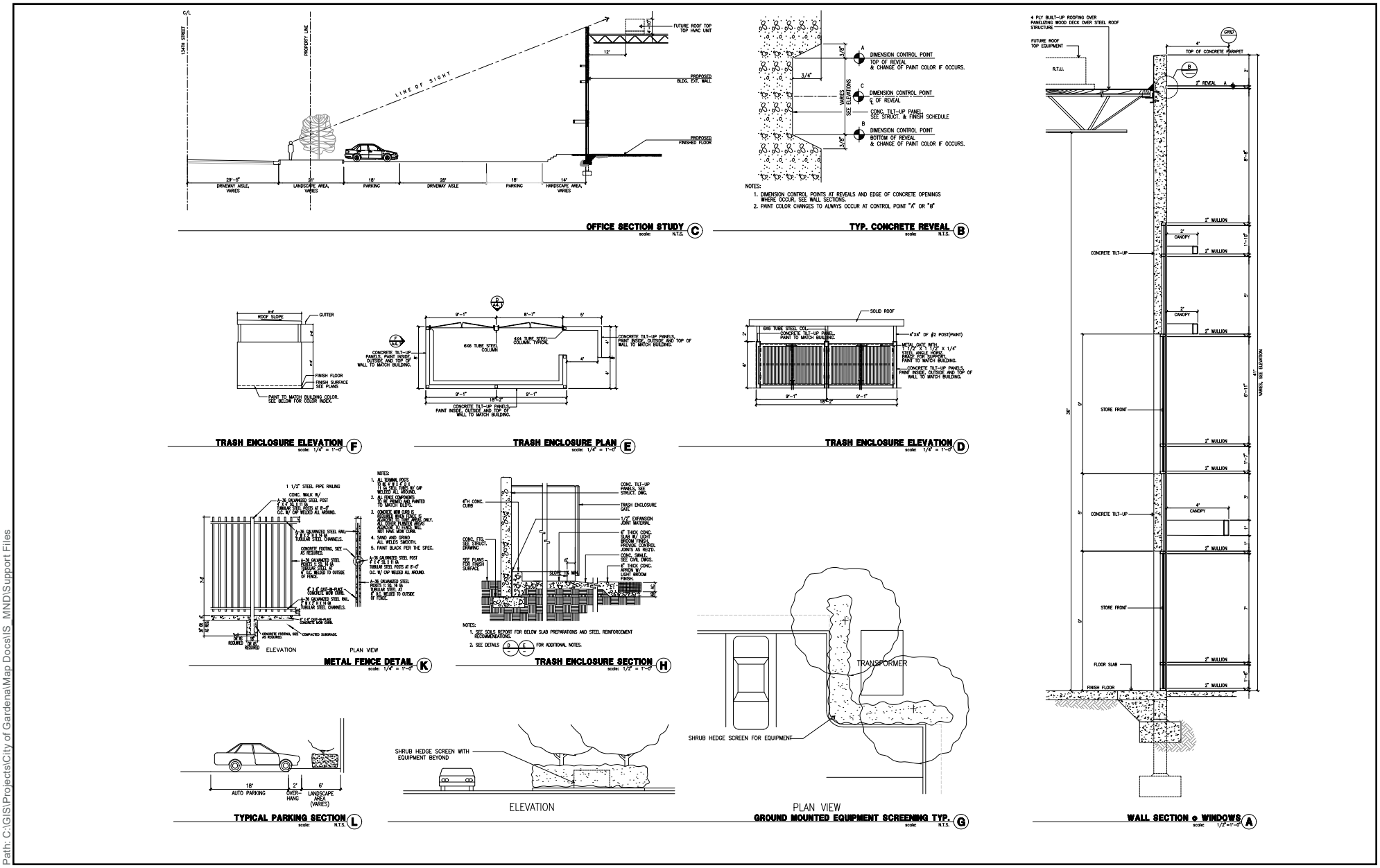

Source: HPA Architecture 2022.

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Figure 5b

Elevations

Gardena Hitco Project

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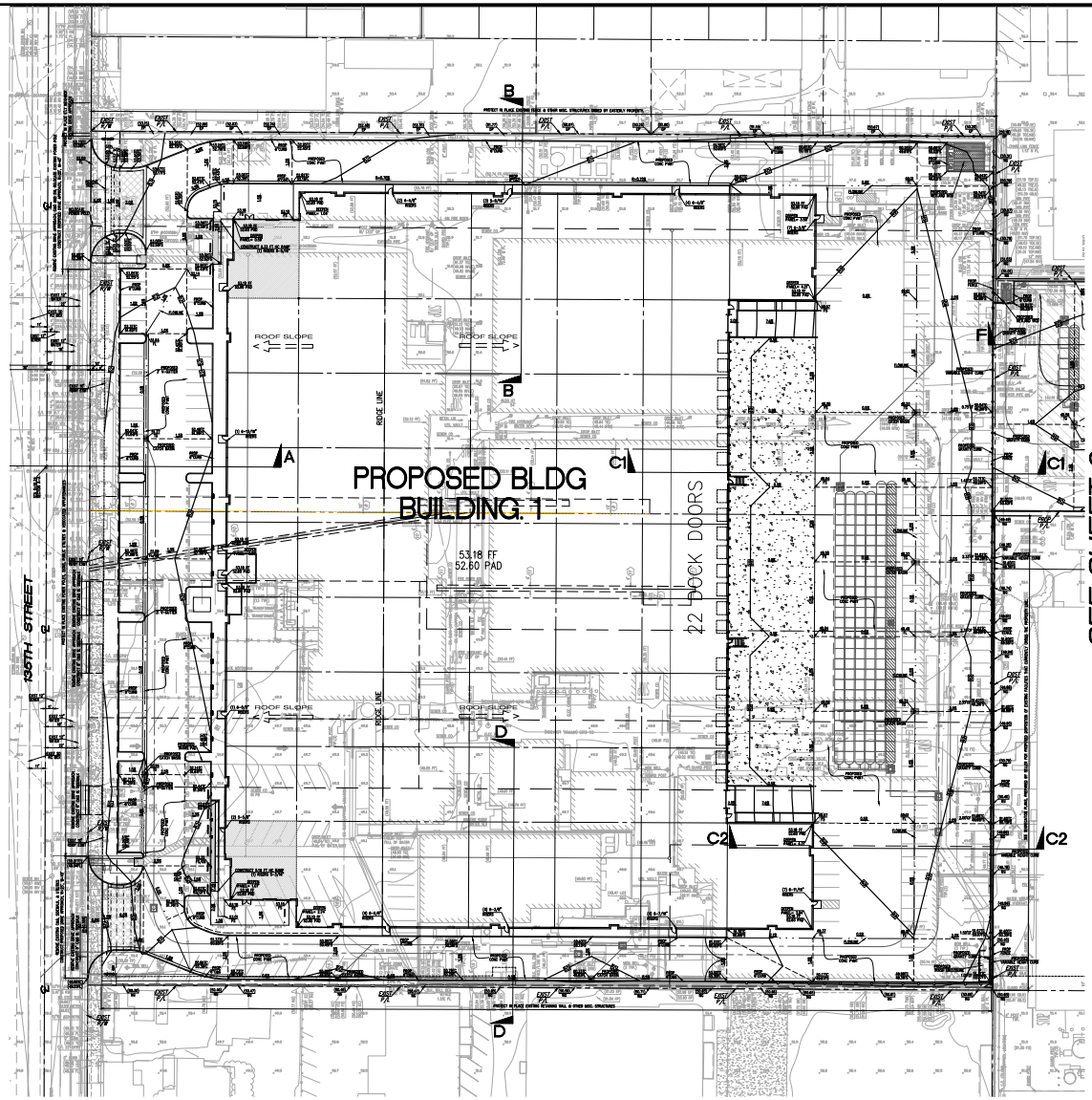

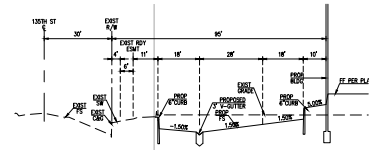

SECTION A-A
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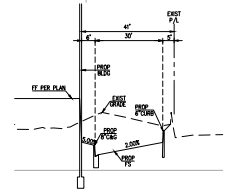
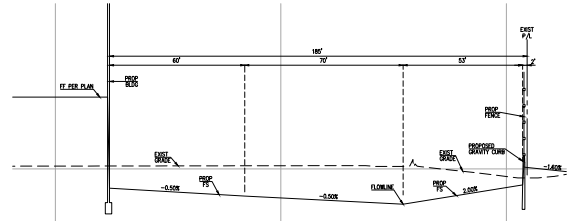
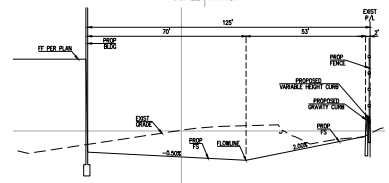


SECTION B-B
SCALE: N.T.S.



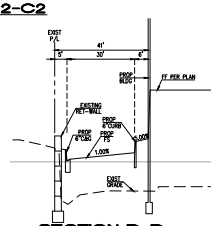
SECTION C1-C1
SCALE: N.T.S.



SECTION C2-C2
SCALE: N.T.S.

NOTE: CALCULATIONS BELOW ASSUME CONCURRENT GRADING OPERATIONS FOR PROPOSED IMPROVEMENTS ON SHEET 1 & 2.

		EARTHWORK BALANCE CALCULATIONS	8/27/2021	
PROJECT:		135TH STREET INDUSTRIAL DEVELOPMENT - BLDG1		
JOB#		3564B		
	K.	SITE AREA:	QUANTITY 374,673	UNITS SF
	L.	SUBSIDENCE FACTOR:	0.062	
	M.	SHRINKAGE FACTOR:	5	%
	N.	SITE STRIPPING FACTOR:	0.1	
	O.	OVEREXCAVATION:	17,721	CY
	A.	CALCULATED CUT:	11,000	CY
	B	ADDITION SLAB CUT:	591	CY
	C	FOOTING AND UTILITY SPOILS	2,000	CY
	D	RECYCLE MATERIAL	4,500	CY
	E	UGS-WQMP	2,658	CY
		TOTAL CUT: (A+B+C+D+E)	20,749	CY
	Q	CALCULATED FILL:	16,000	CY
	R	LIGHT PAVING FILL:		CY
	S	SUBSIDENCE: (L*K)/27=	865	CY
	T	SHRINKAGE: (M/100)C=	1,034	CY
	U	SITE STRIPPING	1,966	CY
	V	OVEREXCAVATION SHRINKAGE	884	CY
	W	TOTAL FILL: (Q+R+S+T+U+V)=	20,749	CY
	X	TOTAL (IMPORT) OR EXPORT:	(0)	CY
		NOTE: EARTHWORK FIGURES SHOWN ARE APPROXIMATE FIGURES & ARE TO BE USED BY BLDG DEPT ONLY. CONTRACTOR SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES & BID A COMPLETE JOB.		
		SITE ADJUSTMENT	(0.00)	



SECTION D-D
SCALE: N.T.S.

CITY OF GARDENA
PUBLIC WORKS DEPARTMENT

BLDG1 - CONCEPTUAL GRADING PLAN
O.M.P. GARDENA INDUSTRIAL CENTER
W. 135TH STREET AND W. 139TH STREET

Path: C:\GIS\Projects\City of Gardena\Map Docs\IS_MND\Support Files

Source: Thienes Engineering Inc 2022.

Harris & Associates

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Feet

Figure 6a

Grading Plan

Gardena Hitco Project

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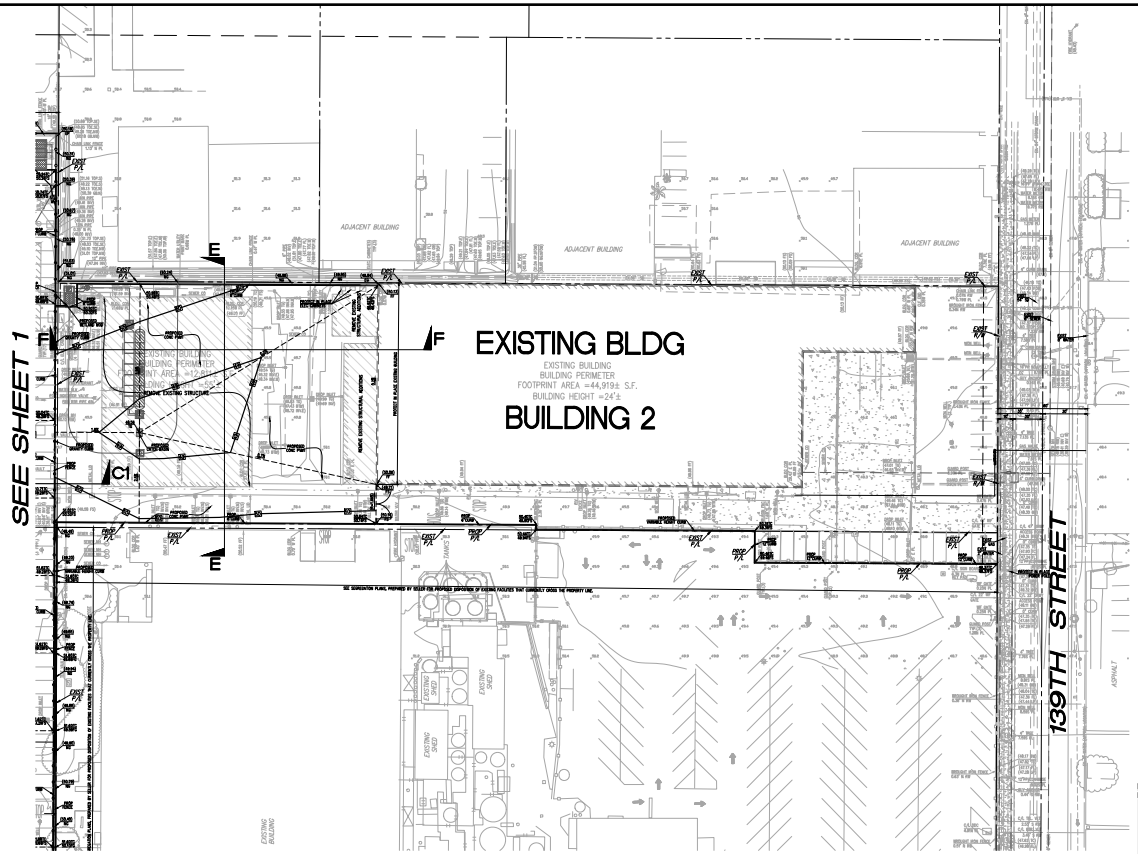
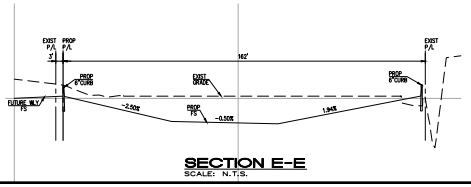
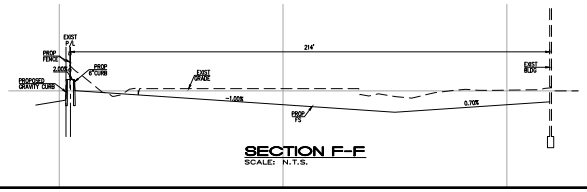


NOTE: CALCULATIONS BELOW ASSUME CONCURRENT GRADING OPERATIONS FOR PROPOSED IMPROVEMENTS ON SHEET 1 & 2.

	I	**EARTHWORK BALANCE CALCULATIONS**	8/16/2021	
PROJECT		135TH STREET INDUSTRIAL DEVELOPMENT - BLDG2		
JOB#		3564B		
			QUANTITY	UNITS
	K.	SITE AREA:	35,000	SF
	L.	SUBSIDENCE FACTOR:	0.063	
	M.	SHRINKAGE FACTOR:	5	%
	N.	SITE STRIPPING FACTOR:	0.1	
	O.	OVEREXCAVATION:	1,296	CY
	A.	CALCULATED CUT:	80	CY
	B.	UGS-WQMP	289	CY
		TOTAL CUT: (A+B)	**369**	CY
	Q	CALCULATED FILL:	20	CY
	R	LIGHT PAVING FILL:	-	CY
	S	SUBSIDENCE: (L*K)/27=	81	CY
	T	SHRINKAGE: (M/100)C=	18	CY
	U	SITE STRIPPING	185	CY
	V	OVEREXCAVATION SHRINKAGE:	65	CY
	W	**TOTAL FILL: (Q+R+S+T+U+V)=**	**369**	CY
	X	**TOTAL (IMPORT) OR EXPORT:**	**(0)**	CY
		NOTE: *EARTHWORK FIGURES SHOWN ARE APPROXIMATE FIGURES & ARE TO BE USED BY BLDG DEPT ONLY. CONTRACTOR SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES & BID A COMPLETE JOB.*		
		SITE ADJUSTMENT	(0.00)	



SECTION E-E
SCALE: N.T.S.



SECTION F-F
SCALE: N.T.S.

CITY OF GARDENA
PUBLIC WORKS DEPARTMENT

BLDG2 - CONCEPTUAL GRADING PLAN
O.M.P. GARDENA INDUSTRIAL CENTER
W. 135TH STREET AND W. 139TH STREET

Path: C:\GIS\Projects\City of Gardena\Map Docs\IS_MND\Support Files

Source: Thienes Engineering Inc 2022.

Harris & Associates

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Feet

Figure 6b
Grading Plan

Gardena Hitco Project

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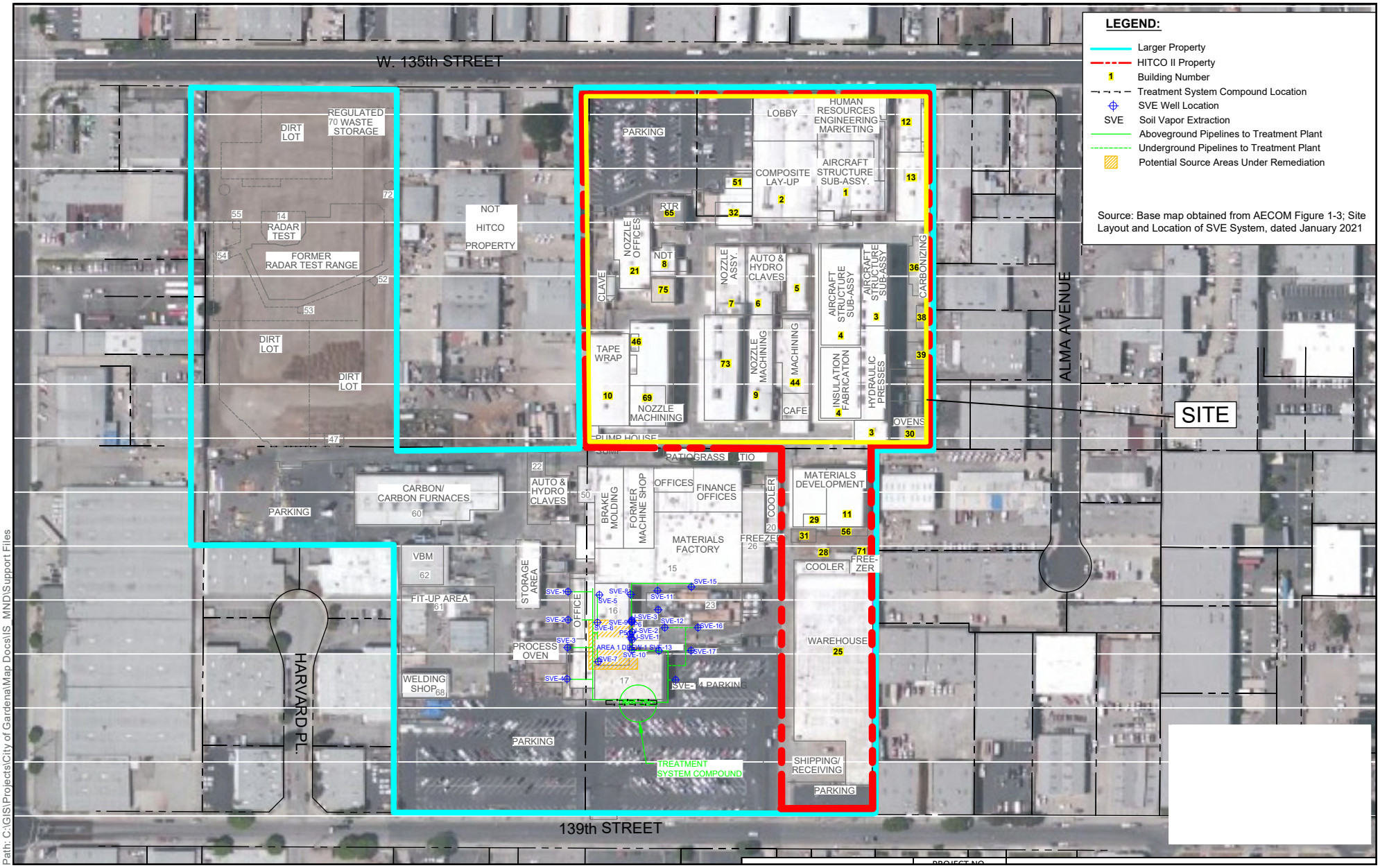

Source: Enercon 2022.

Harris & Associates

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Figure 7

Building Numbers

Gardena Hitco Project

Path: C:\GIS\Projects\City of Gardena\Map Docs\IS_MND\Support Files

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Section 2 Initial Study Checklist

The following discussion of potential environmental effects was completed in accordance with Section 15063 of the CEQA Guidelines to determine if the Proposed Project may have a significant effect on the environment.

2.1 Project Information

1. Project title:	Gardena Industrial Center Project
2. Lead agency name and address:	City of Gardena Community Development Department 1700 West 162nd Street Gardena, California 90247
3. Contact person name, address, and phone number:	Amanda Acuna, Senior Planner Community Development Department 1700 West 162nd Street Gardena, California 90247 310-217-9524
4. Project location:	1600 West 135th Street Gardena, California 90249 APNs 6102-013-026, 6102-013-027
5 Project sponsor's name and address:	Gardena Owner LP 19700 S Vermont Ave, STE 101 Torrance, CA 90502
6. General plan designation:	Industrial
7. Zoning:	M-2: General Industrial
8. Description of project:	Refer to Section 1, Project Description, of this IS/MND.
9. Surrounding land uses and setting:	Refer to Section 1 of this IS/MND.
10. Other public agencies whose approval is required:	Los Angeles Regional Water Quality Control Board

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?	Tribal consultation has been completed in accordance with Assembly Bill 52.

2.2 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by the project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology and Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☐ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

2.3 Lead Agency Determination

On the basis of this initial evaluation:

☐ I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent (state), including implementation of the mitigation measures identified herein. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the Proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the Proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Proposed Project, nothing further is required.

Amanda Acuna

Signature
Amanda Acuna, Senior Planner
City of Gardena

10/12/2022

Date

2.4 Evaluation of Environmental Impacts

This section documents the screening process used to identify and focus on environmental impacts that could result from the project. The checklist portion of the IS begins below and includes explanations of each CEQA issue topic. CEQA requires that an explanation of all answers be provided along with this checklist, including a discussion of ways to mitigate any significant effects identified. The following terminology is used to describe the potential level of significance of impacts:

- **No Impact.** The analysis concludes that the project would not affect the particular resource in any way.
- **Less than Significant.** The analysis concludes that the project would not cause substantial adverse change to the environment without the incorporation of mitigation.
- **Less than Significant with Mitigation Incorporated**. The analysis concludes that it would not cause substantial adverse change to the environment with the inclusion of mitigation agreed upon by the applicant.
- **Potentially Significant.** The analysis concludes that the project could result in a substantial adverse effect or significant effect on the environment, even if mitigation is incorporated. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

2.4.1 Aesthetics

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Impact Analysis

a. Would the project have a substantial adverse effect on a scenic vista?

No Impact. The Project Site is currently occupied by a silica and carbon-based products manufacturing company and is visible from surrounding land uses, including surrounding roadways, as well as commercial areas, industrial areas, and residential areas. The Project Site is not located within a designated scenic vista area, and there are no scenic vistas designated in the City. As such, visual changes at the Project Site would not adversely affect scenic vistas. Implementation of the Proposed Project would replace the existing on-site buildings and parking lots with a new 190,860-square foot tilt-up concrete creative industrial building and associated parking and landscaping. Since there are no scenic vistas in the City, the Project would result in no impact to scenic vistas.

b. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. There are no eligible or officially designated state scenic highways located in the City (Caltrans 2019). The closest scenic highway to the Project Site is State Route (SR) 1, located in Orange County approximately 8 miles south/southwest of the Project Site. SR-1 is not visible from the Project Site, nor is the Project Site visible from SR-1. As such, the Project would not impact scenic resources in a state-designated scenic highway. Therefore, no impact would occur.

c. Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less Than Significant Impact. California Public Resources Code, Section 21071, defines an "urbanized area" as "(a) an incorporated city that meets either of the following criteria: (1) Has a population of at least 100,000 persons, or (2) Has a population of less than 100,000 persons if the population of that city and not more than two contiguous incorporated cities combined equals at least 100,000 persons." As of January 2022, the population of Gardena is 59,947 persons (California Department of Finance 2022). However, the City of Torrance borders the City to the south and has a population of 144,433 persons (California Department of Finance 2022). Therefore, the Project is in an urbanized area, and the following analysis considers whether the Project would conflict with applicable zoning and other regulations governing scenic quality.

The Project Site is an infill site in a developed commercial, industrial, and residential area and the Proposed Project would not significantly degrade the existing visual character of the surrounding area. The scale and massing of the proposed building are consistent with surrounding uses. In an effort to ensure that any future changes related to visual character and quality do not result in adverse impacts, and to ensure the proposed industrial structure is visually compatible with surrounding land uses, the Proposed Project would be designed in accordance with the City's Municipal Code, Section 18.36.060, which sets forth development standards for the M-2 zone.

The project would have a maximum height of 42 feet, which is under the maximum allowable height sixty-five (65) feet. The Proposed Project would have a FAR (Floor Area Ratio) of 1.0 for the M-2 zone. The Proposed Project would fall within the allowable setbacks as designated in the M-2 zone, in addition to the minimum distance between buildings. The Project Site is located proximate to a major commercial corridor of Western Avenue in the city. A majority of industrial development is located here and contributes to the highly urbanized nature of the area.

Industrial development along South Western Avenue primarily consists of one- to two-story distribution centers, manufacturing warehouses, and wholesale suppliers. Industrial buildings in the City vary in color; however, the majority consist of off-white, tans, and greys to blues. Residential development near the Project Site, includes residential neighborhoods approximately 350 feet northeast of the Project Site and approximately 800 feet west of the Project Site, consisting of one- to two-story single-family homes, as well as up to three-story multi-family apartment complexes. The Proposed Project would be consistent with the visual character of the area and impacts would be less than significant.

d. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. The Project Site is located in an urbanized area along a main industrial corridor with many surrounding existing sources of light and glare, including streetlights, interior and exterior commercial and residential building lighting, signage lighting, landscape lighting, and security lighting. Nearby sensitive receptors include the residential uses in the periphery of the Project Site.

Construction of the Project would normally occur Monday through Friday between 7:00 a.m. and 6:00 p.m. and Saturday between 9:00 a.m. and 6:00 p.m. Construction activities would typically occur during daylight hours, and nighttime lighting on the Project Site would not typically be required during the construction phase. Therefore, impacts associated with the occasional use of mobile lighting during construction and temporary security lighting would be less than significant.

Existing sources of light on the Project Site include street lights, vehicle headlights, building and security lights, and parking lot lights. Surrounding uses also include a variety of urban and residential uses. Implementation of the Proposed Project would introduce new light sources; however, the lighting would be consistent with existing lighting on site and in the area. The Proposed Project would be consistent with Section 18.42.150 of the City's Municipal Code, which establishes lighting and security standards. Additionally, all proposed light fixtures would be consistent with the California Green Building Standards Code (CALGreen) and the Building Energy Efficiency Standards - Title 24 California Code of Regulations, which set forth minimum requirements based on Lighting Zones. These requirements are designed to minimize light pollution in an effort to maintain dark skies and ensure new development reduces backlight, uplight, and glare (BUG) from exterior light sources (CALGreen 2019). The Project Site is located within Lighting Zone 3, which establishes ambient illumination standards for urban areas (California Administrative Code 2019). The Project would be required to comply with the maximum allowable BUG rating for Lighting Zone 3, as defined in Table 5.106.8 [N] of CALGreen.

With adherence to the above standards for illumination and implementation of the previously outlined design considerations, operational lighting would not adversely affect nighttime views in the area, or result in a new source of substantial light and impacts would be less than significant.

Glare is caused by light reflections from pavement, vehicles, and building materials, such as reflective glass and polished surfaces. During daylight hours, the amount of glare depends on intensity and direction of sunlight. Glare can create hazards to motorists and can be a nuisance for pedestrians and other viewers. Proposed exterior building materials primarily include metal trim, concrete panels, and glass windows. Although metallic materials and glass have been incorporated into project design, the façades of the new buildings would not create substantial glare that would affect daytime views. Metallic materials would typically be finished and display a dull veneer.

Selected glass would have a low exterior reflectance percentage to maximize daylighting opportunities to interior building spaces. Therefore, building materials would not create a new source of substantial light or glare that would adversely affect daytime views in the area. With adherence to the above design standards and regulations, proposed building materials and lighting would not result in substantial glare that would be received by off-site receptors. Further, the Project would be required to comply with the California Green Building Code, which establishes maximum allowable BUG ratings, which include backlight, uplight, and glare. Therefore, glare impacts would be less than significant.

2.4.2 Agriculture and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Impact Analysis

a. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. The Project Site is located in a highly urbanized area. According to the California Department of Conservation's (DOC) California Important Farmland Finder, most of the County—including the City—is not mapped under the Farmland Mapping and Monitoring Program, and, thus, does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide

Importance (collectively Important Farmland) (DOC 2019a). Therefore, no impacts associated with conversion of Important Farmland would occur.

b. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. According to the California Department of Conservation's Williamson Act Parcel map for Los Angeles County, the Project Site is not located on or adjacent to any lands under a Williamson Act contract. The Project Site is not zoned for agricultural use, and no Williamson Act contract exists for the site (DOC 2017). In addition, the Project Site and surrounding area are not zoned for agricultural uses, but instead for residential, commercial, industrial, and public facility uses (City of Gardena 2021). Therefore, the Proposed Project would not conflict with existing zoning for agricultural use or with a Williamson Act contract. Therefore, no impact would occur.

c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. The Project Site is located within a highly urbanized area. According to the City's Zoning Map, the Project Site is not located on or adjacent to forest land, timberland, or timberland zoned Timberland Production (City of Gardena 2021). Therefore, no impact would occur.

d. Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The Project Site is located in a highly urbanized area. The Project Site is not located on or adjacent to forest land. No forest land, private timberlands or public lands with forests are located in the City. Therefore, no impact would occur.

e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. See Section 2.4.2(a). The Project Site is not located on or adjacent to any parcels identified as Important Farmland or forestland. In addition, the Project would not involve changes to the existing environment that would result in the indirect conversion of Important Farmland or forestland located away from the Project Site. Therefore, no impact would occur.

2.4.3 Air Quality

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard)?	☐	☐	☒	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Impact Analysis

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. The Project is in the SCAB, which includes portions of Los Angeles, Riverside and San Bernardino counties and all of Orange County. This area covers approximately 12,000 square miles. The SCAQMD consists of the four counties in the SCAB; therefore, the City is within the jurisdiction of the SCAQMD. The SCAQMD significance criteria are used in this analysis to determine the Project's impact on air quality based on the SCAQMD California Environmental Quality Act (CEQA) Air Quality Guidelines.

SCAQMD administers SCAB's Air Quality Management Plan (AQMP), which is a comprehensive document outlining an air pollution control program for attaining all California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). The most recent adopted AQMP for the SCAB is the 2016 AQMP (SCAQMD 2017), which was adopted by SCAQMD's Governing Board in March 2017. The 2016 AQMP focuses on available, proven, and cost-effective alternatives to traditional strategies while seeking to achieve multiple goals in partnership with other entities seeking to promote reductions in greenhouse gases (GHGs) and toxic risk, as well as efficiencies in energy use, transportation, and goods movement (SCAQMD 2017). An update to the AQMP to address ozone nonattainment, the 2022 AQMP, is currently underway, but has not yet been adopted, however, a draft is available at this time and is dated May 2022.

The purpose of a consistency finding with regard to the AQMP is to determine if a project is consistent with the assumptions and objectives of the regional air quality plans and if it would

interfere with the region's ability to comply with federal and state air quality standards. SCAQMD has established criteria for determining consistency with the currently applicable AQMP in Chapter 12, Sections 12.2 and 12.3, of the SCAQMD CEQA Air Quality Handbook (SCAQMD 1993). These criteria are:

- Whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of the ambient air quality standards or interim emission reductions in the AQMP.
- Whether the project would exceed the assumptions in the AQMP or increments based on the year of project buildout and phase.

To address the first criterion, project-generated criteria air pollutant emissions have been analyzed for significance and are addressed under Section 2.4.3(b). As presented in Section 2.4.3(b), construction and operation of the Project would not generate criteria air pollutant emissions that exceed SCAQMD's thresholds.

The second criterion regarding the Project's potential to exceed the assumptions in the AQMP or increments based on the year of project buildout and phase is primarily assessed by determining consistency between the project's land use designations and its potential to generate population growth. In general, projects are considered consistent with, and not in conflict with or obstructing implementation of, the AQMP if the growth in socioeconomic factors is consistent with the underlying regional plans used to develop the AQMP (per Consistency Criterion No. 2 of the SCAQMD CEQA Air Quality Handbook). SCAQMD primarily uses demographic growth forecasts for various socioeconomic categories (e.g., population, housing, employment by industry) developed by the Southern California Association of Governments (SCAG) for its Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) (SCAG 2020). This document, which is based on general plans for cities and counties in the SCAB, is used by SCAQMD to develop the AQMP emissions inventory (SCAQMD 2017). The AQMP's pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including SCAG's 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).The SCAG 2016-2040 RTP/SCS and the associated Regional Growth Forecast are generally consistent with the local plans; therefore, the 2016 AQMP is generally consistent with local government plans.

The Project Site is currently designated as General Industrial by the City of Gardena General Plan Land Use Map and is zoned as General Industrial (M-2), which does not allow residential development. Based on the maximum allowable lot coverage of 50 percent and the maximum building height of 45 feet (three stories assumed) for the existing M-2 General Industrial zone, the industrial capacity of the site is approximately 200,000 sf. The main source of emissions from the land use development would be vehicle trips; however, the number of daily trips would decrease, not increase, as a result of the completion of the Proposed Project as compared to the existing use.

Modeling conservatively assumes that the Project would be developed as a manufacturing facility, which would result in a reduction of 178 daily trips compared to existing conditions. If the Project operates as a warehousing use, it is anticipated to result in a reduction of 728 daily trips compared to existing conditions. If the Proposed Project is developed as a high-cube distribution center, it is anticipated to result in a reduction of 784 daily trips. Therefore, emissions from development of the Proposed Project can be assumed to have been accounted for in the AQMP. Therefore, impacts relating to the Project's potential to conflict with or obstruct implementation of the applicable AQMP would be less than significant.

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard)?

Less Than Significant Impact. Air pollution is largely a cumulative impact. The nonattainment status of regional pollutants is a result of past and present development, and SCAQMD develops and implements plans for future attainment of ambient air quality standards. Based on these considerations, project-level thresholds of significance for criteria pollutants are relevant in the determination of whether a project's individual emissions would have a cumulatively significant impact on air quality.

In considering cumulative impacts from the Project, the analysis must specifically evaluate a project's contribution to the cumulative increase in pollutants for which the SCAB is designated as nonattainment for the CAAQS and NAAQS. If a project's emissions would exceed SCAQMD's significance thresholds, it would be considered to have a cumulatively considerable contribution to nonattainment status in the SCAB. If a project does not exceed thresholds and is determined to have less than significant project-specific impacts, it may still contribute to a significant cumulative impact on air quality. The basis for analyzing the Project's cumulatively considerable contribution is if the Project's contribution accounts for a significant proportion of the cumulative total emissions (i.e., it represents a "cumulatively considerable contribution" to the cumulative air quality impact) and consistency with SCAQMD's 2016 AQMP, which addresses cumulative emissions in the SCAB. Table 2, South Coast Air Quality Management District Air Quality Mass Daily Thresholds, details the SCAQMD construction and operation significance thresholds for a project.

Table 2. South Coast Air Quality Management District Air Quality Mass Daily Thresholds

Pollutant	Construction Threshold (pounds/day)	Operational Threshold (pounds/day)
CO	550	550
NO_x	100	55
PM_{10}	150	150
$PM_{2.5}$	55	55
SO_x	150	150
VOC	75	55

Source: SCAQMD 2019.

Notes: CO = carbon monoxide; NO_x = nitrogen oxides; PM_{10} = respirable particulate matter; $PM_{2.5}$ = fine particulate matter; SO_x = sulfur oxides; VOC = volatile organic compound

The SCAQMD also identifies localized significance thresholds (LSTs), as shown in Table 3, Source Receptor Area Southwest Coastal Los Angeles County Localized Significance Thresholds, to determine if impacts to air quality are significant based on localized exceedances of the federal and or state ambient air quality standards. LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard at the nearest sensitive receptor. LSTs are identified for NO_2, CO, PM_{10}, and $PM_{2.5}$ generated on a project site. Localized construction and operational emissions thresholds are determined as a function of the disturbance area (acres) and receptor distance (meters) from the boundary of a site. The maximum disturbance area for the LSTs is 5 acres. The Project Site is approximately 8.46 acres; however; for the purposes of this analysis, the most conservative LSTs (1-acre disturbance) are used to screen for potential localized impacts from Project construction. The nearest receptor distance is approximately 100 meters. The LSTs applicable to the Project are listed in Table 3.

Table 3. Source Receptor Area Southwest Coastal Los Angeles County Localized Significance Thresholds

Air Pollutant	Allowable Emissions (pounds/day)	
	Construction	Operation
NO_x	107	107
CO	1,156	1,156
PM_{10}	28	7
$PM_{2.5}$	9	3

Source: SCAQMD 2009.

Notes: CO = carbon monoxide; NO_x = nitrogen oxides; PM_{10} = respirable particulate matter; $PM_{2.5}$ = fine particulate matter

Construction

Project construction emissions were estimated using the California Emissions Estimator Model (CalEEMod), version 2020.4.0, based on construction information provided by the City and model default assumptions. Project construction is anticipated to last for 12 to 14 months, which is consistent with the CalEEMod default schedule assumptions for the Project. A total of 296,630 square feet of existing development on the Project Site would be demolished and hauled away. Cut and fill would be balanced on site; however, implementation of mitigation measure HAZ-1 below would require soil export ~~and no import or export is assumed~~. Implementation of REC No. 5 and REC No. 6 are anticipated to require the removal of 1,533 cubic yards (CY) of soil and require 110 truckloads for disposal. This area contains slightly elevated levels of PCE and would be disposed of as non-hazardous material. The default disposal trip length of 20 miles is assumed for this material. REC No. 4 would result in approximately 55 CY of hazardous materials requiring 4 truckloads that would require disposal at Simi Valley Dump Site, approximately 51 miles from the site. As such, implementation of HAZ-1 would require 228 total truck trips, with an average haul distance of 21.3 miles. Modeling assumes implementation of the SCAQMD Rule 403 for fugitive dust control, which includes the following dust control measures during ground-disturbing activities: replacing ground cover in disturbed areas quickly, watering exposed surfaces at least two times daily, implementing equipment loading/unloading procedures to reduce fugitive dust, managing dust by watering two times daily, and reducing speed on unpaved roads to less than 15 miles per hour.

Maximum daily emissions levels associated with construction of the Project are shown in Table 4, Estimated Construction Daily Maximum Air Pollutant Emissions (pounds/day). As shown in Table 4, the Project would not exceed SCAQMD construction thresholds for any pollutant. Therefore, the Project would not result in a significant impact related to criteria pollutant emissions during construction. Because emissions of criteria pollutants under the Project would be below applicable thresholds, which are established to assist in maintaining or achieving regional attainment in the SCAB, construction would not result in a cumulatively considerable contribution to regional acute and long-term health impacts related to non-attainment of the ambient air quality standards.

Table 4. Estimated Construction Daily Maximum Air Pollutant Emissions (pounds/day)

Construction Phase	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Demolition	2	~~28~~30	22	<1	~~7~~9	2
Site preparation	3	28	19	<1	10	6
Grading	2	~~18~~20	~~15~~16	<1	4	2
Building construction and coating	29	18	25	<1	4	1
Paving	2	10	15	<1	1	<1
Maximum Daily Emissions	**29**	**~~28~~30**	**~~22~~25**	**<1**	**10**	**6**
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**	**55**
Significant Impact?	*No*	*No*	*No*	*No*	*No*	*No*

Source: CalEEMod, version 2020.4.0. See Attachment 1 for model output (Appendix B, Air Quality Memo).

Notes: CO = carbon monoxide; NO_X = oxides of nitrogen; PM_{10} = particulate matter less than 10 microns; $PM_{2.5}$ = particulate matter less than 2.5 microns; SO_X = oxides of sulfur; VOC = volatile organic compound

Emission quantities are rounded to the nearest whole number. Exact values are provided in Attachment 1 (Appendix B).

Operation

Area sources of air pollutant emissions associated with the Project include fuel combustion emissions from space and water heating, fuel combustion emissions from landscape maintenance equipment, VOC emissions from periodic repainting of interior and exterior surfaces, and natural gas use. Vehicles trips generated by the Project would also contribute to regional emissions of criteria pollutants. However, the Project Site is currently developed with similar facilities. Operational emissions from existing land uses and the Project are modeled with CalEEMod to estimate the net change in emissions as a result of project implementation. Vehicle trip data was obtained from the Project's Transportation Impact Analysis (Gibson 2022). The Project is anticipated to result in a net decrease in vehicle trips compared to existing conditions. Modeling conservatively assumes that the Project would be developed as a manufacturing facility, which would result in a reduction of 178 daily trips compared to existing conditions. If the Project operates as a warehousing use, it is anticipated to result in a reduction of 728 daily trips compared to existing conditions. If the Project is developed as a high-cube distribution center, it is anticipated to result in a reduction of 784 daily trips.

The total estimated and net changes in operational emissions from project implementation are provided in Table 5, Operational Daily Maximum Air Pollutant Emissions. As shown in Table 5, operational emissions from the Project would not exceed any of the SCAQMD significance thresholds and would result in a net decrease from existing conditions. Additionally, Project operational emissions would be further reduced through compliance with SCAQMD Rule 2305, Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program. Adopted in 2021, this rule reduces regional emissions of NOX and PM associated with warehouse operations by requiring warehouse owners to implement emissions-reducing features, such as electric vehicle charging infrastructure, to achieve a required number of

points based on annual truck trips. Air quality impacts associated with operation of the Project would be less than significant.

Table 5. Operational Daily Maximum Air Pollutant Emissions

Emissions Source	Maximum Daily Emissions (pounds/day)					
	VOC	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Existing Conditions						
Area sources	5	<1	<1	<1	<1	<1
Energy sources	<1	1	1	<1	<1	<1
Vehicular sources	4	4	43	<1	10	3
Existing Total Operational Emissions	**9**	**5**	**44**	**<1**	**10**	**3**
Proposed Project						
Area sources	4	<1	<1	<1	<1	<1
Energy sources	<1	1	1	<1	<1	<1
Vehicular sources	3	4	36	<1	9	2
Total Project Operational Emissions	**8**	**5**	**37**	**<1**	**9**	**2**
Net Change from Project	***(1)***	***0***	***(7)***	***0***	***(1)***	***(1)***
Significance Threshold	**55**	**55**	**550**	**150**	**150**	**55**
Significant Impact?	*No*	*No*	*No*	*No*	*No*	*No*

Source: CalEEMod, version 2020.4.0. See Attachment 1 for model output (Appendix B, Air Quality Memo).

Notes: CO = carbon monoxide; NO_x = nitrogen oxides; PM_{10} = respirable particulate matter; $PM_{2.5}$ = fine particulate matter; SO_2 = sulfur dioxide; VOC = volatile organic compound

Emissions quantities are rounded to the nearest whole number. Exact values are provided in Attachment 1 (Appendix B).

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. Sensitive population groups include children, older adults, people with acute illnesses, and people with chronic illnesses, especially those with cardiorespiratory diseases.

Residential areas are also considered sensitive to air pollution because residents tend to be home for extended periods of time, resulting in sustained exposure to any pollutants present. Other sensitive receptors include retirement facilities, hospitals, and schools. Recreational land uses are considered moderately sensitive to air pollution. Although exposure periods are generally short, exercise places a high demand on respiratory functions, which can be impaired by air pollution. Industrial, commercial, and office areas are considered the least sensitive to air pollution. Exposure periods associated with these land use types are relatively short and intermittent because the majority of workers tend to stay indoors most of the time. The Project Site is in a primarily industrial area; however, some residences are located between industrial buildings. The closest residences are at the intersection of West 135th Street and Halldale Avenue, approximately 350 feet northeast of the Project Site, and near the intersection of West 135th Street and Normandie Drive, approximately 800 feet west of the Project Site.

Carbon Monoxide

CO is a colorless, odorless, poisonous gas produced by combustion processes, primarily mobile sources. When CO gets into the body, it combines with chemicals in the blood and prevents blood from providing oxygen to cells, tissues, and organs. Because the body requires oxygen for energy, high-level exposure to CO can cause serious health effects, including death (USEPA 2021b).

Nitrogen Oxides

NOx is a general term pertaining to compounds including nitric oxide (NO), nitrogen dioxide (NO2), and other oxides of nitrogen. NOx is produced from burning fuels, including gasoline, diesel, and coal. NOx reacts with volatile organic compounds (VOCs) to form ground-level O3 (smog). NOx is linked to a number of adverse respiratory systems effects (USEPA 2021d).

Ozone

Ground-level O3 is not emitted directly into the air but is formed by chemical reactions of "precursor" pollutants (NOx and VOCs) in the presence of sunlight. Major emissions sources include NOx and VOC emissions from industrial facilities and electric utilities, motor vehicle exhaust, gasoline vapors, and chemical solvents. O3 can trigger a variety of health problems, particularly for sensitive receptors, including children, older adults, and people of all ages who have lung diseases, such as asthma (USEPA 2021c).

Particulate Matter

Particulate matter includes dust, metals, organic compounds, and other tiny particles of solid materials that are released into and move around in the air. Particulates are produced by many sources, including the burning of diesel fuels by trucks and buses, industrial processes, and fires. Particulate pollution can cause nose and throat irritation and heart and lung problems. Particulate matter is measured in microns, which are 1 millionth of a meter in length (or 1 thousandth of a millimeter). PM10 is small (i.e., respirable) particulate matter measuring no more than 10 microns in diameter, while PM2.5 is fine particulate matter measuring no more than 2.5 microns in diameter (CARB 2020b).

Sulfur Dioxide

SO_2 is formed primarily by the combustion of sulfur-containing fossil fuels, especially at power plants and industrial facilities. SO_2 is linked to a number of adverse effects on the respiratory system (USEPA 2022).

Toxic Air Contaminants

TACs are generated by a number of sources, including stationary sources such as dry cleaners, gas stations, combustion sources, and laboratories; mobile sources such as automobiles; and area

sources such as landfills. The two primary emissions of concern regarding health effects for land development projects are CO and diesel particulate matter (DPM). The health effects of CO are described above. DPM is a mixture of many exhaust particles and gases that is produced when an engine burns diesel fuel. Compounds found in diesel exhaust are carcinogenic. Some short-term (acute) effects of diesel exhaust exposure include eye, nose, throat, and lung irritation and headaches and dizziness. Long-term exposure is linked to increased risk of cardiovascular, cardiopulmonary, and respiratory disease and lung cancer (OSHA 2013).

Construction

Construction equipment exhaust combined with fugitive particulate matter emissions have the potential to expose sensitive receptors to criteria air pollutant emissions because these emissions would occur in the construction area. Consistent with SCAQMD methods, off-site vehicle and truck trips that would be spread out over commute and haul routes are not included in the LST analysis (SCAQMD 2008). As described above, project construction is compared to the most conservative LSTs for the project receptor area and receptor distance. As shown in Table 6, Estimated Construction Daily Maximum Air Pollutant Emissions (pounds/day) Relative to Localized Significance Thresholds.

Table 6. Estimated Construction Daily Maximum Air Pollutant Emissions (pounds/day) Relative to Localized Significance Thresholds

Construction Phase	NO_x	CO	PM_{10}	$PM_{2.5}$
Demolition	21	20	~~6~~8	2
Site preparation	28	18	10	6
Grading	18	15	4	2
Building construction and coating	15	18	1	1
Paving	10	15	<1	<1
Maximum Daily On-Site Emissions	**28**	**20**	**10**	**6**
1-Acre LST (allowable emissions)	**107**	**1,156**	**28**	**9**
Significant Impact?	*No*	*No*	*No*	*No*

Source: CalEEMod, version 2020.4.0. See Attachment 1 for model output (Appendix B, Air Quality Memo).

Notes: CO = carbon monoxide; LST = localized significance threshold; NO_X = nitrogen oxides; PM_{10} = respirable particulate matter; $PM_{2.5}$ = fine particulate matter; SO_X = sulfur oxide; VOC = volatile organic compound

Emission quantities are rounded to the nearest hundredth. Exact values are provided in Attachment 1 (Appendix B).

Relative to Localized Significance Thresholds, project construction emissions would not exceed these LST thresholds. On-site construction associated with Project construction would not result in a significant impact to sensitive receptors. In addition to the potential for localized impacts described previously, construction has the potential to result in DPM emissions. The Project would result in a short-term addition of truck trips occurring over a few months. However, the Project Site is currently a source of truck trips, so the net change in trips during the construction period would not be substantial as there are existing truck trips currently. Total construction emissions would be below SCAQMD significance thresholds for particulate matter. Construction associated

with implementation of the Project would not result in a significant impact to sensitive receptors related to DPM.

Operation

Regarding sensitive receptors, the Project Site is currently developed with industrial uses in an existing industrial area. Operation of the Project would be similar to existing conditions. As shown previously in Table 5, the project would result in a net decrease in vehicle emissions compared to existing site operations. Therefore, the Project does not propose any new facilities that would require a health risk assessment for sensitive receptors.

Future project tenants are currently unknown; however, equipment that would result in potential TAC emissions would require permitting from the SCAQMD. Additionally, because the Project would result in a net decrease in vehicle trips, implementation of the Project would not contribute to any CO hotspots. Therefore, impacts to sensitive receptors would be less than significant.

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less Than Significant Impact. Construction associated with the Proposed Project could result in minor amounts of odor compounds associated with diesel-heavy equipment exhaust. In addition, the Project could produce objectionable odors during construction from paving, painting, and equipment operation; however, these substances, if present, would be minimal and temporary. Impacts associated with odors during construction would not result in nuisance odors that would result in a significant impact.

The SCAQMD CEQA Air Quality Handbook identifies certain land uses as sources of odors. Land uses and industrial operations associated with odor complaints include agricultural uses, wastewater treatment plants, food-processing plants, chemical plants, composting operations, refineries, landfills, dairies, and fiberglass molding facilities (SCAQMD 1993). The Project would consist of a new 190,860- square foot tilt-up concrete creative industrial building and would not create any new sources of substantial odor during operation. The Project would not include any of the land uses that have been identified by the SCAQMD as odor sources. Therefore, the Proposed Project would not create objectionable odors and impacts would be less than significant.

Construction of the Project could result in minor amounts of odor compounds associated with diesel heavy equipment exhaust. However, all diesel equipment would not be operating at once, and construction near individual receptors would be temporary. Additionally, SO_x is the only criteria air pollutant with a strong, pungent odor (ATSDR 2015). Maximum construction emissions of SO_x would be less than 1 pound per day, which is well below the SCAQMD long-term threshold of 150 pounds per day. Therefore, impacts associated with odors during construction would not result in nuisance odors that would result in a significant impact.

Sources of odor as identified above and in the SCAQMD CEQA Air Quality Handbook would not occur on site. Future Project tenants are currently unknown; however, the proposed building would not accommodate the types of uses that create objectionable orders described above. Additionally, SCAQMD Rule 402 prohibits nuisance odors. Therefore, there would be no long-term operational impacts associated with odors, and this impact would be less than significant.

2.4.4 Biological Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Impact Analysis

a. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

No Impact. The Project Site is located in a developed part of the City and is surrounded by industrial uses on all sides, as well as commercial and residential uses in the peripheral areas. The nearest open space area as identified by the City's General Plan is Rowley Memorial Park, which is located approximately 0.67 miles west of the Project Site (City of Gardena 2021). No native habitat is located on the Project Site or in the immediately surrounding area. The Project Site consists of a flat, fully developed lot. Plant species surrounding the Project Site are limited to non-native,

ornamental species located within the public right-of-way. These non-native, ornamental plant species form a non-cohesive plant community that is not known to support any candidate, sensitive or special-status plant species.

As previously mentioned, ornamental landscape trees are found within the public right-of-way. Pursuant to Chapter 13.60.110 of the City's Municipal Code, removal of a City tree would require the applicant to obtain a written permit from the City prior to removing a tree located on public property (City of Gardena 2022). However, according to the Project Site plan, trees would not be removed from the public right-of-way. Therefore, the Project would result in no impact to any species identified as candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?

No Impact. The Project Site is located in a predominantly urbanized area, and consists of a flat, fully developed lot. Surrounding land uses include industrial uses on all sides, as well as commercial and residential uses in the peripheral areas. The Project Site does not contain any riparian habitat or other sensitive natural community. Sensitive natural communities are natural communities that are considered rare in the region by regulatory agencies, that are known to provide habitat for sensitive wildlife or plant species, or that are known to be important wildlife corridors. Riparian habitats are those occurring along the banks of rivers and streams. No sensitive natural community or riparian habitat are on site. Therefore, no impact would occur.

c. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. Wetlands are defined under the federal Clean Water Act as land that is flooded or saturated by surface water or groundwater at a frequency and duration sufficient to support and that normally does support a prevalence of vegetation adapted to life in saturated soils. Wetlands include areas such as swamps, marshes, and bogs. There are no state or federally protected wetlands located on or near the Project Site. Further, no federally defined waters of the United States or state occur within the Project Site. This includes the absence of federally defined wetlands and other waters (e.g., drainages) and state-defined waters (e.g., streams and riparian extent) (USFWS 2021). Therefore, no impact would occur.

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. Wildlife movement corridors facilitate movement of species between large patches of natural habitat. The Project Site is already fully developed except for non-native landscaping materials and, therefore, lacks suitable habitat for wildlife species and is not a native wildlife nursery site. However, several ornamental trees and other vegetation are on site that require removal, and these may be used for nesting by migratory birds, which are protected under the federal Migratory Bird Treaty Act (USC 16 703–712). The Migratory Bird Treaty Act governs the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests. The Act prohibits the take, possession, import, export, transport, sale, purchase, barter, or offering of these activities, except under a valid permit or as permitted in the implementing regulations. If removal of the vegetation occurs during nesting season (typically between February 1 and September 1), the project applicant is required to conduct nesting bird surveys in accordance with the California Department of Fish and Wildlife requirements prior to removal of the trees. Compliance with the Migratory Bird Treaty Act would ensure that no significant impacts to migratory birds occur. Additionally, the Project Site is located within a highly urbanized area and would not interfere with the movement of any native residents, migratory fish, or wildlife species. Therefore, no impact would occur.

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. As previously mentioned, ornamental landscape trees are found within the public right-of-way. Pursuant to Chapter 13.60.110 of the City's Municipal Code, removal of a City tree would require the applicant to obtain a written permit from the City prior to removing a tree located on public property (City of Gardena 2022). However, according to the Project Site plan, trees would not be removed from the public right-of-way. Therefore, the Project would result in no impact to any species identified as candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

Notably, the City is located in a highly urbanized and dense area. The City is nearly entirely developed, with the exception of a few vacant infill parcels throughout the community. There are no expansive open space areas, natural features or sensitive natural plant communities, or riparian habitats for which to consider conservation (City of Gardena 2010). Therefore, no impact would occur.

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Project Site is not located within any habitat conservation plan; natural community conservation plan; or other approved local, regional, or state habitat conservation plan area. Therefore, the Project would not conflict with the provisions of an adopted conservation plan, and no impact would occur.

2.4.5 Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☒	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☒	☐
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Less Than Significant Impact. Section 15064.5 defines historic resources as resources listed or determined to be eligible for listing by the State Historical Resources Commission, a local register of historical resources, or the lead agency. Generally, a resource is considered "historically significant" if it meets one of the following criteria:

1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage
2. Is associated with the lives of persons important in our past
3. Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values
4. Has yielded, or may be likely to yield, information important in prehistory or history

The Project Site is located within an urbanized area and is fully developed. Historic aerials from 1952 through 2018 were reviewed, and eleven of the structures within the Project area of potential effect (APE) were constructed more than 50 years ago. The structures are identified as buildings 1 and 2, 3, 4, 5, 10, 12 and 13, 21, 32, and 65. The architectural style of all but one structure is considered Vernacular Industrial and the function of the structures has been primarily manufacturing. Descriptions of the structures are provided below.

Buildings 10, 12 and 13, and 65 are concrete tilt-up structures over concrete slab. These buildings have metal roll-up style doors, and those that contain windows are multi-pane, steel casement style. All have flat roofs and exterior equipment is either attached to the side or top of the buildings. Building 10 also has standard style, exterior doors and large fixed picture windows. Buildings 12 and 13 are one building; however, the portion identified as Building 13 is at a lower height.

Buildings 3, 4, 5, 21, and 32 are corrugated metal buildings on concrete slabs. They have flat roofs, metal roll-up and/or standard exterior doors, and no windows except for Building 21 that had a large window in the past that is currently replaced with metal sheeting. In addition, this building has an awning on the northeast side, of which the purpose is unclear as there is no door or window at this location. Equipment is attached to the side or top of the buildings. Between 1998 and 1999, an addition was constructed on the southwest side of Building 4, and additions to the north side of Building 32 occurred in 1995 and 2012.

Buildings 1 and 2 are one combined building with different architectural styles. Building 1 is a Quonset style brick building with an addition that was added to the east side of the building. The addition is constructed of brick, and multi-pane, steel casement style windows are present on the addition. At the northerly end of the building, another later addition was constructed. It is adjacent to 135th Street, and is two-story, and of frame-stucco construction with a flat roof. Windows include large, picture frame, and fixed, three-pane styles. The roof is flat and surrounded by a façade. Material awnings are present on the first floor to provide shade where windows and doors are present. Building 2 is also an addition that is located to the west of Building 1. It is a combination of concrete tilt-up and metal corrugated construction with roll up metal and swing exterior doors. Similar to the other buildings, equipment is attached to the side or top of the buildings.

The property is currently used for aerospace manufacturing. The buildings are used for office, manufacturing, and warehouse purposes. The property was initially developed in the 1940s by Zenith Plastics (1947-1956). Other previous owners include 3M Company (1956-1961), H.I. Thompson Company (i.e., HITC; 1960-1961), Armco Steel (1969-1985), Owens-Corning Fiberglass Corporation (1985-1987), BP Advanced Materials (BP, 1987-1995), HITCO Technologies, Inc. (1995-1997), HITCO Carbon Composites, Inc. (1997-present), and AV Corp (2015-present).

The buildings are in fair to good condition. None of the buildings are associated with a historic event or persons important to the past, nor do they have an architectural style of note. They do not embody the distinctive characteristics of a type, period, region or method of construction, or represent the work of an important creative individual, or possess high artistic values. They are not likely to yield information important in history beyond what has been documented with this evaluation. None of the buildings are on federal, state, or local lists of designated historic resources and are not eligible for listing. The development is not historically significant, and therefore, the redevelopment would not cause a substantial adverse change in the significance of a historical resource.

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less Than Significant Impact. The Project Site is located within an urbanized area and is fully developed. Any archaeological resources, which may have existed at one time (on or beneath the

site), have likely been previously disturbed or destroyed. Nonetheless, construction activities associated with project implementation have the potential to unearth undocumented resources. In the event that archaeological resources are discovered during project subsurface activities, all earth-disturbing work within a 25-foot radius must be temporarily suspended or redirected until an archaeologist meeting the Secretary of the Interior's Standards Professional Qualification Standards has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. With implementation of this standard requirement, a less than significant impact would occur.

c. Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less Than Significant Impact. California Health and Safety Code, Section 7050.5, requires that in the event that human remains are discovered on a Project Site, disturbance of the site shall halt and remain halted until the County Coroner has conducted an investigation into the circumstances, manner, and cause of any death and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation or to their authorized representative. If the County Coroner determines that the remains are not subject to their authority and if the County Coroner has reason to believe the human remains are those of a Native American, they shall contact the Native American Heritage Commission by telephone within 24 hours. The Proposed Project would comply with existing law, and potential impacts to human remains would be less than significant.

2.4.6 Energy

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Impact Analysis

a. Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less Than Significant Impact. The existing site currently includes fuel use (i.e., motor gasoline) from vehicles to and from the existing businesses, electricity use from lighting the existing buildings, and natural gas use from water heating. Energy use for the existing site was estimated using the CalEEMod model (Version 2020.4.0) as part of the greenhouse gas (GHG) emissions modeling for the Project. Vehicle fuel use was calculated by the California Emissions Estimator Model (CalEEMod) output, based on traffic data from the Project's Transportation Impact Analysis (Gibson 2022), and kilogram/carbon dioxide (kg/CO_2) per gallon conversion factors from the U.S. Environmental Protection Agency (USEPA) (2021) for motor gasoline. Table 7, Existing Energy Use, shows the existing energy use on site. A quantification of existing energy use compared with proposed energy use is discussed below.

Table 7. Existing Energy Use

Energy/Fuel Type	GHG Emissions (MT CO_2e)	Amount
Electricity	342	1,921,152 kWh/yr
Natural Gas	192	3,575,859 KBTU/yr
Fossil Fuel	1,594	180,220 gallons

Sources: CalEEMod Version 2040.4.0, USEPA 2021

Notes: GHG = greenhouse gas; KBTU/yr = kilo British thermal unit per year; kWh/yr = kilowatt-hour per year; MT CO_2e = metric tons of carbon dioxide equivalent

Assumes a conversion factor of 10.21 kg/CO_2 for diesel fuel and 8.78 kg/CO_2 for motor gasoline. Detailed calculations are provided in Attachment 1, Fuel Use Calculations (Appendix D, Energy Memo).

Project Construction

Construction of the Project would require temporary energy demand. Construction energy impacts involve the one-time, non-recoverable energy costs associated with construction of structures and associated site features. During construction, the Project would result in an increase in energy

consumption through the combustion of fossil fuels in construction vehicles, worker commute vehicles, and construction equipment and the use of electricity for small tools and other sources. Construction of the Project would require demolition, grading, building construction, paving, and landscaping installation. All construction would be typical for the region and building type. The Proposed Project does not include unusual circumstances that would require unusually high energy use for construction, such as helicopter delivery or highly specialized construction waste disposal requirements.

Fuel consumption from construction of the Project was calculated using the CalEEMod annual carbon dioxide equivalent (CO_2e) emissions output prepared for the Project GHG emissions analysis and the kg/CO_2 conversion factors from the USEPA (2021) for diesel fuel and motor gasoline. Total diesel fuel use and motor gasoline consumption from operation of construction equipment, haul truck trips, vendor truck trips, and worker vehicle trips is in Table 8, Construction Diesel Fuel and Gasoline Use. When not in use, electric equipment would be powered off to avoid unnecessary energy consumption. Natural gas is not anticipated to be used during construction.

Table 8. Construction Diesel Fuel and Gasoline Use

Fuel Type	GHG Emissions (MT CO_2e)	Gallons
Diesel Fuel	537	52,637
Motor Gasoline	171	19,445

Sources: CalEEMod 2020.4.0; USEPA 2021 (conversion factors).

Notes: GHG = greenhouse gas; MT CO_2e = metric tons of carbon dioxide equivalent

Includes fuel use from construction equipment, haul truck trips, vendor truck trips, and worker vehicle trips. Assumes a conversion factor of 10.21 kg/CO_2 for diesel fuel and 8.78 kg/CO_2 for motor gasoline. Detailed calculations are provided in Attachment 1 (Appendix D, Energy Memo).

Project Operation

Operation of the Project would consume energy for things such as water heating, refrigeration, lighting, and electricity. The following includes energy use estimates for electricity, natural gas, and vehicle fuel (fossils fuels) from implementation of the Project. Similar to existing energy use, energy use associated with the Proposed Project was obtained from the Project GHG analysis and was calculated using the CalEEMod output and the kg/CO_2 conversion factors from the USEPA (2021) for diesel fuel and motor gasoline. Electricity, natural gas, and fuel use from the Project are separately compared to existing conditions below.

Operation of the Proposed Project would consume electrical energy for several purposes, including but not limited to lighting and equipment operation. Table 9, Existing and Project Electricity Use, shows existing electricity use on site compared with the Project.

Table 9. Existing and Project Electricity Use

Scenario	GHG Emissions (MT CO_2e)	kWh/yr
Existing	342	1,921,152
Proposed Project	302	1,692,813
Net Electricity Use	**(40)**	**(228,339)**

Sources: CalEEMod 2040.4.0

Notes: GHG = greenhouse gas; kWh/yr = kilowatt-hour per year; MT CO_2 = metric tons of carbon dioxide equivalent

Operation of the Project would consume natural gas for several purposes, including but not limited to water heating. Table 10, Existing and Project Natural Gas Use, shows existing natural gas use on site compared with the Proposed Project.

Table 10. Existing and Project Natural Gas Use

Scenario	GHG Emissions (MT CO_2e)	KBTU/yr
Existing	192	3,575,859
Proposed Project	206	3,754,650
Net Natural Gas Use	**14**	**178,791**

Sources: CalEEMod 2040.4.0

Notes: GHG = greenhouse gas; KBTU/yr = kilo British thermal unit per year; MT CO_2 = metric tons of carbon dioxide equivalent

Vehicles trips to and from the Project Site would result in fuel consumption. Table 11, Existing and Proposed Project Vehicle Fuel Use, shows the net fuel use from implementation of the Project compared with existing conditions. Vehicle trip data was obtained from the Project's Transportation Impact Analysis (Gibson 2022). This estimate is conservative because it assumes that the Project would be developed as a manufacturing facility, which would result in a reduction of 178 daily trips compared to existing conditions. If the Project operates as a warehousing use, it is anticipated to result in a reduction of 728 daily trips compared to existing conditions. If the Project is developed as a high-cube distribution center, it is anticipated to result in a reduction of 784 daily trips.

Table 11. Existing and Proposed Project Vehicle Fuel Use

Scenario	GHG Emissions (MT CO_2e)	Gallons
Existing	1,594	180,220
Proposed Project	1,399	158,268
Net Fuel Use	**(194)**	**(21,952)**

Sources: CalEEMod output 2020.4.0; USEPA 2021 (conversion factors).

Notes: GHG = greenhouse gas; MT CO_2 = metric tons of carbon dioxide equivalent

Assumes a conversion factor of 10.21 kg/CO_2 for diesel fuel and 8.78 kg/CO_2 for motor gasoline. Detailed calculations are provided in Attachment 1 (Appendix D, Energy Memo).

The Project would be subject to the Title 24 Building Energy Efficiency Standards, which apply to new construction and regulate energy consumed for heating, cooling, ventilation, water heating, and lighting, as further discussed below. Compliance with the most recent applicable Building Energy Efficiency Standards would ensure that the energy efficiency of the proposed buildings is maximized

to the extent feasible. The most recent adopted standards, the 2019 Building Energy Efficiency Standards, include requirements for photovoltaic systems and features such as insulation requirements to reduce electricity demand from the energy grid. The Project would not result in wasteful, inefficient, or unnecessary consumption of energy resources. Impacts would be less than significant.

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less Than Significant Impact. The Project would result in a net decrease in electricity and fossil fuel use compared to existing conditions. The Project would result in a net increase in natural gas use. However, the Project does not include any features that would result in or encourage the wasteful, inefficient, or unnecessary consumption of energy. The net increase in natural gas would likely be less than demonstrated in Table 10, above, because the CalEEMod modeling does not take into account that the Project would be subject to more stringent Title 24 Building Energy Efficiency Standards compared to the existing buildings. Consistency with energy-related regulations would be required to be demonstrated to obtain necessary building permits. Through compliance with existing energy regulations, the Project would be consistent with CN Goal 4 of the City's General Plan Community Resources Element, which encourages energy conservation through Title 24 compliance and energy efficient building design and appliance installation. The Project also supports Measures EE:C4 and EE:D1 of the City's Climate Action Plan, which are to upgrade older commercial buildings and require new buildings to achieve or exceed Title 24 standards.

As discussed previously, the Project would comply with the 2019 CALGreen standards and the Title 24 Building Energy Efficiency Standards.

The Proposed Project would follow applicable energy standards and regulations during construction. In addition, the Proposed Project would be built and operated in accordance with all existing, applicable regulations at the time of construction. Therefore, the Project would not result in a wasteful, inefficient, or unnecessary consumption of natural gas; would decrease electricity and fossil fuel use; and would not conflict with a state or local plan for renewable energy or energy efficiency. Impacts would be less than significant.

2.4.7 Geology and Soils

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☒	☐	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☒	☐	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Impact Analysis

a. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. According to the City's General Plan, no active faults have been identified within the City. According to the Community Safety Element – Public Safety Plan, the closest faults in the

broader project region include the regional San Andreas and San Jacinto faults and the local Newport-Inglewood, Palos Verdes, Whittier-Elsinore, Sierra Madre-Cucamonga, San Fernando and Raymond Hill fault system (City of Gardena 2022). The Newport-Inglewood-Rose Canyon Fault Zone is the closest fault and is located approximately 1.5 miles northeast of the Project Site. The faults do not entirely underlie the City; the faults do not underlie the Project Site. Thus, although the Project could experience strong seismic ground shaking (see Section 2.4.7(a)(ii)), the Project Site is not susceptible to surface rupture. Therefore, the possibility of significant fault rupture on the site is considered to be low. Therefore, there is no potential for the rupture of a known earthquake fault at the Project Site.

ii. Strong seismic ground shaking?

Less Than Significant Impact. Similar to other areas located in the seismically active Southern California region, the City is susceptible to ground shaking during an earthquake. Numerous faults considered active or potentially active have been mapped in Southern California, including in the vicinity of the City. However, as addressed in Section 2.4.7(a)(i), the Project is not located within an active fault zone, and the site would not be affected by ground shaking more than any other area in the seismically active region. The Geotechnical Report, which is included as Appendix I, concluded that there was no evidence of faulting during the geotechnical investigation. Therefore, the possibility of significant fault rupture on the site is considered low. Additionally, the Proposed Project is required to be constructed in compliance with the 2019 California Building Code (effective January 1, 2020), which contains standards for building design to minimize the impacts from ground shaking. Therefore, impacts from strong ground shaking would be considered less than significant.

iii. Seismic-related ground failure, including liquefaction?

Less Than Significant Impact. Liquefaction refers to loose, saturated sand or gravel deposits that lose their load supporting capability when subjected to intense shaking. Any buildings or structures on these sediments may float, sink, or tilt as if on a body of water. According to Figure PS-2: Seismic Hazard Areas in the City's Community Safety Element – Public Safety Plan, the southern region of City is located in a liquefaction zone. The liquefaction risk is no greater for the Project Site than it is for the surrounding areas and cities. Additionally, the Project would be designed in accordance with all applicable provisions established in the current California Building Code, which sets forth specific engineering requirements to ensure structural integrity, regardless of the specific geotechnical characteristics of a particular site. The Geotechnical Report also indicated that based on the conditions encountered at the boring locations, and mapping performed by CGS, liquefaction is not considered to be a significant design concern for the Proposed Project. Therefore, impacts associated with liquefaction would be less than significant.

iv. Landslides?

No Impact. Susceptibility of slopes to landslides and other forms of slope failure depend on several factors, which are usually present in combination—steep slopes, condition of rock and soil materials, presence of water, formational contacts, geologic shear zones, and seismic activity. According to the City's Community Safety Element – Public Safety Plan, the City does not have any known landslide zones (City of Gardena 2022). The Project Site and surrounding area are predominantly flat and lack any substantial topographical variations. No hillsides are located on or adjacent to the Project Site. Therefore, no impacts associated with landslides would occur.

b. Would the project result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. According to the Geotechnical Report, the Project Site and surrounding area are relatively flat and underlain primarily by artificial fill and alluvial soils. The fill soils generally consist of medium stiff to stiff silty clays with occasional loose fine sandy silts with varying medium to coarse sands. The alluvium generally consists of medium dense silty sands and clayey sands, and stiff to very stiff silty clays and sandy clays with occasional very stiff clayey silts and medium dense to dense sands.

Construction Impacts

The Project would involve earthwork and other construction activities that would disturb surface soils and temporarily leave exposed soil on the ground's surface. Common causes of soil erosion from construction sites include stormwater, wind, and soil being tracked off site by vehicles. However, construction activities are short-term in nature and would comply with all applicable state and local regulations for erosion control and grading. The Proposed Project would be required to comply with standard regulations, including SCAQMD Rules 402 and 403, which would reduce construction erosion impacts. Rule 403 requires that fugitive dust be controlled with best available control measures so that it does not remain visible in the atmosphere beyond the property line of the emissions source (SCAQMD 2005). Rule 402 requires dust suppression techniques be implemented to prevent dust and soil erosion from creating a nuisance off site (SCAQMD 1976). The Proposed Project would also incorporate Best Management Practices (BMPs), as shown in Appendix H, Low Impact Development Plan, to ensure that potential water quality impacts from water-driven erosion during construction would be reduced to less than significant.

Operational Impacts

Once operational, the Project Site would be developed with a new 190,860-square foot tilt-up concrete industrial building and associated parking and landscaping. Collectively, these on-site areas would reduce the potential for soil erosion and topsoil loss. The structural and paved improvements would be impervious areas lacking any exposed soils. Therefore, impacts associated with soil erosion and topsoil loss would be less than significant.

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less Than Significant Impact with Mitigation. See responses to Section 2.4.7(a)(iii) for liquefaction and (iv) for landslide impacts. Lateral spreading refers to lateral displacement of large, surficial blocks of soil as a result of pore pressure buildup or liquefaction in a subsurface layer. According to the City's Community Safety Element – Public Safety Plan, the City is comprised primarily of alluvial soil, containing sand, silt, and clay silts (City of Gardena 2022). The Project Site soil is classified as Urban land-Aquic Xerorthents, fine substratum-Cropley complex, which is described as discontinuous human-transported material over mixed alluvium derived from granite and/or sedimentary rock (USDA 2019).

As addressed in Section 2.4.7(a)(iii), the southern region of the City has been identified as being located in a liquefaction hazard zone. However, the liquefaction risk is no greater for the Project Site than it is for the surrounding areas and cities. As previously discussed, the Proposed Project would be designed in accordance with all applicable provisions established in the current California Building Code, which sets forth specific engineering requirements to ensure structural integrity, regardless of the specific geotechnical characteristics of a particular site. Additionally, the City has relatively flat topography and is not known to have any landslide zones. In accordance with the California Building Code, Appendix J, which has been adopted by the City of Gardena, a geotechnical report has been prepared for the Project. The Geotechnical Report also includes specific recommendations based on the results of the subsurface evaluation and laboratory testing, review of referenced geologic materials, and geotechnical analysis. These recommendations address earthwork, seismic design parameters, foundations, lateral earth pressures, underground utilities, sidewalk and hardscapes, preliminary pavement design, corrosivity, concrete placement, and drainage, among other factors. Therefore, impacts would be less than significant.

d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less Than Significant Impact with Mitigation. As described in the City's Community Safety Element – Public Safety Plan, the City is comprised primarily of alluvial soil, containing sand, silt, and clay silts (City of Gardena 2022). The U.S. Department of Agriculture's Web Soil Survey does not identify the Project Site or surrounding areas as clay soils, which are typically expansive. The Project Site is classified as Urban land-Aquic Xerorthents, fine substratum-Cropley complex, which is described as discontinuous human-transported material over mixed alluvium derived from granite and/or sedimentary rock (USDA 2021). The Proposed Project would involve excavation of existing soil and import of materials. The imported soil materials would meet the California Building Code standards and would be required to have an expansion index of 20 or less. Such imported materials are anticipated to contain sufficient fines (binder material) to result in a stable

subgrade when compacted, and are required to be approved by the geotechnical engineer of record before being transported to the Project Site. The near-surface soils at this Project Site range from silty clays, sandy clays, clayey sands, and silty sands with occasional sandy silts. Laboratory testing performed on a representative sample of the near-surface soils indicates that these materials possess a medium expansion potential (EI = 51). Based on the presence of expansive soils at this site, care should be given to proper moisture conditioning of all building pad subgrade soils to a moisture content of 2 to 4 percent above the ASTM D-1557 optimum during site grading. The Geotechnical Report also includes specific recommendations based on the results of the subsurface evaluation and laboratory testing, review of referenced geologic materials, and geotechnical analysis. These recommendations address earthwork, seismic design parameters, foundations, lateral earth pressures, underground utilities, sidewalk and hardscapes, preliminary pavement design, corrosivity, concrete placement, and drainage, among other factors Therefore, the Proposed Project would not be on expansive soil, and substantial risks to life or property due to expansive geologic unit would be less than significant.

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. Development of the Proposed Project would not require the installation of a septic tank or alternative wastewater disposal system. The Project would use the existing local sewer system. Therefore, no impact would result from septic tanks or other on-site wastewater disposal systems.

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant Impact with Mitigation. The Project Site has been previously disturbed. Further, according to the U.S. Department of Agriculture's Web Soil Survey, the Project Site is underlain by Urban land-Aquic Xerorthents, fine substratum-Cropley complex, which is described as discontinuous human-transported material over mixed alluvium derived from granite and/or sedimentary rock (USDA 2021). Human-transported fill materials generally do not contain significant paleontological resources on or very near the surface immediately underlying the Project Site. Therefore, the likelihood of affecting paleontological resources within the Project Site is considered low. Nonetheless, it is always possible that intact paleontological resources are present at subsurface depths that were not impacted by previous grading activities. For instance, at depths below human-transported fill materials, there is a greater likelihood of encountering sediments that are old enough to contain significant paleontological resources. Given these factors, the likelihood of impacting paleontological resources within the Project Site is considered low above the original ground surface, increasing with depth. Nonetheless, paleontological resources may possibly exist at deep levels and could be unearthed with implementation of the Project.

Mitigation Measure GEO-2 would require Worker Awareness and Environmental Program (WEAP) Training for construction personnel involved in ground disturbing activities. Mitigation Measure GEO-3 details the appropriate steps in the event paleontological resources are encountered during ground disturbing activities, including the requirement for all work within a 25-foot radius of the find to be halted and a professional vertebrate paleontologist be contacted to evaluate the find. With implementation of the Conditions of Approval, a less than significant impact would occur.

Mitigation Measures

Mitigation Measure GEO-1: Prior to issuance of a grading permit, grading plans shall be prepared in conformance with the grading recommendations included in the Geotechnical Report prepared for the proposed project (see Appendix I).

Mitigation Measure GEO-2: Prior to commencement of ground-disturbing activities, a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall develop Worker Awareness and Environmental Program (WEAP) Training for construction personnel. This training shall be presented to construction personnel and include what fossil remains may be found within the Project area and policies and procedures that must be followed in case of a discovery. Verification of the WEAP Training shall be provided to the Gardena Community Development Department.

Mitigation Measure GEO-3: If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 25-foot radius of the find shall halt and a professional vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be contacted immediately to evaluate the find. The paleontologist shall have the authority to stop or divert construction, as necessary. Documentation and treatment of the discovery shall occur in accordance with Society of Vertebrate Paleontology standards. The significance of the find shall be evaluated pursuant to the State CEQA Guidelines. If the discovery proves to be significant, before construction activities resume at the location of the find, additional work such as data recovery excavation may be warranted, as deemed necessary by the paleontologist and full-time paleontological monitoring shall occur for the remainder of ground disturbance for the Project.

2.4.8 Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Impact Analysis

Regulatory Setting

Federal

The U.S. Environmental Protection Agency is responsible for implementing federal policy to address global climate change. In 2009, the U.S. Environmental Protection Agency issued a Final Rule for mandatory reporting of GHG emissions, which applies to fossil fuel and industrial gas suppliers, direct GHG emitters, and manufacturers of heavy-duty and off-road vehicles, and requires annual reporting of emissions. This rule does not regulate the emission of GHGs; it only requires the monitoring and reporting of GHGs for those sources above certain thresholds.

State

California has enacted a variety of legislation relating to climate change, much of which has set aggressive goals for GHG emissions reductions throughout the state. California Executive Order S-03-05 (2005) establishes the goal of reducing GHG emissions to 2000 levels by 2010, to 1990 levels by 2020, and to 80 percent below 1990 levels by 2050. In September 2006, Governor Schwarzenegger signed California's Global Warming Solutions Act of 2006 (AB 32), requiring the California Air Resources Board to establish a statewide GHG emissions cap for 2020 based on 1990 emissions and to adopt mandatory reporting rules for significant sources of GHG emissions. In April 2015, Governor Brown signed Executive Order B-30-15, which established the goal of reducing GHG emissions to 40 percent below 1990 levels by 2030.

Regional

The City is in the South Coast Air Basin, and the South Coast Air Quality Management District (SCAQMD) is the agency primarily responsible for comprehensive air pollution control in the basin. To provide GHG emissions guidance to the local jurisdictions in the South Coast Air Basin, the SCAQMD organized a working group to develop GHG emissions analysis guidance and thresholds. In 2008, the SCAQMD's governing board adopted a tiered interim approach for

determining GHG emissions significance, whereby the level of detail and refinement needed to determine significance increases with a project's total GHG emissions. The approach defines projects that are exempt under the California Environmental Quality Act (CEQA) (Tier 1) and projects that are in a GHG Reduction Plan (Tier 2) as less than significant. Tier 3 provides numerical GHG significance threshold of 3,000 $MTCO_2e$ per year for all land use types (SCAQMD 2008).

Local

In 2017, the City, in cooperation the South Bay Cities Council of Governments, prepared a Climate Action Plan (CAP), which includes the goal to reduce GHG emissions to 15 percent below 2005 levels by the year 2020 and the longer-term GHG reduction goal of 49 percent below 2005 levels by 2035. The interim and longer-term goals put the City on a path toward the state's long-term goal to reduce emissions 80 percent below 1990 levels by 2050. The CAP outlines the City's existing sustainability efforts, including improved bicycle infrastructure and partnerships to increase energy efficiency. The CAP included additional measures to reduce GHG emissions to accomplish the City's GHG reduction targets in five broad categories: Land Use and Transportation, Energy Efficiency, Energy Generation, Solid Waste, and Urban Greening (City of Gardena 2017).

Methodology

SCAQMD Thresholds

In 2008, SCAQMD formed a Working Group to identify GHG emissions thresholds for land use projects that could be used by local lead agencies in the SoCAB. A Proposed Project would be evaluated against the following tiers and a determination would be made as to which tier would be most appropriate for the individual project:

- **Tier 1** consists of evaluating whether or not the project qualifies for any applicable exemption under CEQA. If the project qualifies for an exemption, no further action is required. The project is not exempt from CEQA; therefore, Tier 1 does not apply.
- **Tier 2** consists of determining whether or not the project is consistent with a GHG Reduction Plan that may be part of a local government plan. The GHG Reduction Plan must, at a minimum, comply with AB 32 GHG reduction goals, include an emissions inventory agreed upon by either CARB or the SCAQMD, have been analyzed under CEQA and have a certified final CEQA document, and have monitoring and enforcement components. If the Proposed Project is consistent with the qualifying GHG reduction plan, it is not significant for GHG emissions. The City does not have a qualified CAP, therefore, Tier 2 does not apply.
- **Tier 3** includes a screening level threshold of 3,000 $MTCO_2e$ per year that is intended to achieve a regional emissions capture rate of 90 percent. That is, most future projects

would be required to implement GHG reduction measures while excluding small projects that would contribute a relatively small fraction of the cumulative statewide GHG emissions. Consistent with the SCAQMD method, construction emissions should be amortized over a 30-year project life and added to operational emissions. The following analysis uses Tier 3. The project would result in a significant GHG emissions impact if annual project operation and amortized construction emissions would exceed the screening level threshold of 3,000 $MTCO_2e$.

Modeling Methodology

Construction

Project construction emissions were estimated using the California Emissions Estimator Model (CalEEMod), version 2020.4.0, based on construction information provided by the City and model default assumptions. Project construction is anticipated to last for 12 to 14 months, which is consistent with the CalEEMod default schedule assumptions for the project. A total of 230,889 square feet of existing development on the project site would be demolished and hauled away. Cut and fill would be balanced on site, and no import or export is assumed. Detailed assumptions and modeling datasheets are provided in Appendix C, GHG Memo.

Operation

Operational emissions from existing land uses and the project are modeled with CalEEMod to estimate the net change in emissions as a result of project implementation. Vehicle trip data was obtained from the project's Transportation Impact Analysis (Gibson 2022) (see Appendix A). Modeling assumptions were provided for both the assumption as a manufacturing facility as well as the assumption of a warehouse use.

a. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. Global climate change refers to changes in average climatic conditions on Earth, including changes in temperature, wind patterns, precipitation, and storms. Global warming, a related concept, is the observed increase in average temperature of Earth's surface and atmosphere. One identified cause of global warming is an increase of GHGs in the atmosphere. The GHGs defined under California's Assembly Bill 32 include carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6).

Single projects do not generate enough GHG emissions on their own to influence global climate change; therefore, the GHG impact analysis measures the project's contribution to the cumulative environmental impact. Implementation of the project would contribute to global climate change directly through GHG emissions from construction through vehicle engine exhaust from construction equipment, on-road truck trips, and worker commuting trips. Operational sources of

GHG emissions include energy use (electricity and natural gas), area sources (landscaping equipment), vehicle use, solid waste generation, and water conveyance and treatment.

The Project includes the development of a new 190,860-square foot tilt-up concrete creative industrial building. Modeling conservatively assumes that the project would be developed as a manufacturing facility, which would result in a reduction of 178 daily trips compared to existing conditions (see Appendix A). If the project operates as a warehousing use, it is anticipated to result in a reduction of 728 daily trips compared to existing conditions. If the Project is developed as a high-cube distribution center, it is anticipated to result in a reduction of 784 daily trips.

Construction

Total GHG emissions associated with construction of the Project would be approximately 726~~09~~ $MTCO_2e$. Consistent with SCAQMD guidance, construction emissions are amortized over a 30-year project lifetime and added to project operational emissions. Amortized construction emissions would be approximately 24 $MTCO_2e$ per year.

Operation

The existing total operational emissions is 2,456 $MTCO_2e$, whereas the total Project operational emissions for the Proposed Project is 2,212 MTCO2e. In addition, construction would contribute minimal emissions when amortized over 30 years. Since the Proposed Project would result in the reduction of GHG emissions from daily trips, the Project would not exceed the 3,000 $MTCO_2e$ threshold. Therefore, impacts would be less than significant.

Implementation of the Proposed Project would not result in a significant impact related to GHG emissions.

b. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact. There are numerous State plans, policies and regulations adopted for the purpose of reducing GHG emissions. The principal overall State plan and policy is Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006. The quantitative goal of AB 32 is to reduce GHG emissions to 1990 levels by 2020. Statewide plans and regulations such as GHG emissions standards for vehicles (AB 1493), the Low Carbon Fuel Standard, and regulations requiring an increasing fraction of electricity to be generated from renewable sources are being implemented at the statewide level; as such, compliance at the project level is not addressed. Therefore, the Proposed Project does not conflict with those plans and regulations.

As mentioned, the City has adopted a CAP; however, the CAP is a planning tool with optional GHG reduction strategies and is not a qualified CAP for use for CEQA streamlining. In the absence of a City-specific threshold, guidance from the SCAQMD is used to evaluate the significance of

project emissions. SCAQMD guidance consists of a tiered approach for evaluating GHG emissions for development projects where the SCAQMD is not the lead agency. The project is not exempt from CEQA, and a local qualified CAP is not adopted; therefore, Tiers 1 and 2 of the SCAQMD approach do not apply to the project. Tier 3 establishes a numerical screening level threshold of 3,000 $MTCO_2e$ per year for all land use types. Projects that do not exceed the bright-line threshold would result in a less than cumulatively considerable impact on GHG emissions. This threshold is based on the AB 32 GHG reduction target and 2020 GHG emissions inventory. The SCAQMD has yet to publish a quantified GHG efficiency threshold for the 2030 target. Although the SCAQMD has not published a quantified threshold beyond 2020, this assessment uses the scaled threshold of 2,520 $MTCO_2e$ per year, which was calculated for the buildout year of 2024 based on the GHG reduction goals of Senate Bill 32 and Executive Order B-30-15. As shown in Table 12, Project Greenhouse Gas Emissions, below, operational emissions for the Proposed Project would be 2,212 $MTCO_2e$ which is below the threshold of 2,520 $MTCO_2e$.

Table 12. Project Greenhouse Gas Emissions

Emissions Source	Annual GHG Emissions (MTCO2e)
Existing Conditions	
Area sources	<1
Energy sources	534
Vehicular sources	1,593
Solid waste	131
Water	197
Existing Total Operational Emissions	**2,456**
Proposed Project	
Area sources	<1
Energy sources	508
Vehicular sources	1,399
Solid waste	117
Water	163
Amortized construction	24
Total Project Operational Emissions	**2,212**
Net Change from Project	***(244)***
Significance Threshold	**2,520**
Significant Impact?	*No*

As discussed above, the Proposed Project is an energy-efficient project that would result in insignificant GHG emissions, and would comply with all applicable requirements to further minimize GHG emissions. The Proposed Project would not conflict with applicable plans or regional measures to meet statewide GHG emissions reduction goals. Therefore, impacts would be less than significant.

2.4.9 Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☒	☐	☐
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Impact Analysis

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. Construction of the Proposed Project would likely involve the use of some hazardous materials, such as vehicle fuels, solvents, paints, oils, and grease. Operation of the Proposed Project would involve an unquantifiable, but limited, use of potentially hazardous materials typical of industrial uses, including cleaning fluids, detergents, solvents, adhesives, sealers, paints, fuels/lubricants, and fertilizers and/or pesticides for landscaping. The use, storage, transport, and disposal of hazardous materials by construction workers and tenants of the Proposed Project would be required to comply with existing regulations of several agencies, including the California Department of Toxic Substances Control, U.S. Environmental Protection Agency,

Occupational Safety and Health Administration, California Department of Transportation, and City codes. Impacts would be less than significant.

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant With Mitigation. The term "hazardous material" can be defined in different ways. For purposes of this environmental document, the definition of "hazardous material" is the one outlined in the California Health and Safety Code, Section 25501:

> Hazardous materials that, because of their quantity, concentration, or physical or chemical characteristics, pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the unified program agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

"Hazardous waste" is a subset of hazardous materials, and the definition is essentially the same as in the California Health and Safety Code, Section 25117, and in the California Code of Regulations, Title 22, Section 66261.2:

> Hazardous wastes are those that, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may either cause, or significantly contribute to an increase in mortality or an increase in serious illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Hazardous materials can be categorized as hazardous nonradioactive chemical materials, radioactive materials, and biohazardous materials (infectious agents such as microorganisms, bacteria, molds, parasites, viruses, and medical waste).

> Exposure of the public or the environment to hazardous materials could occur through the following: improper handling or use of hazardous materials or hazardous wastes, particularly by untrained personnel; transportation accident; environmentally unsound disposal methods; and/or fire, explosion, or other emergencies. The severity of potential effects varies with the activity conducted, the concentration and type of hazardous material or wastes present, and the proximity of sensitive receptors.

Following is a discussion of the Proposed Project's potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials during the construction and operational phases.

In July 2021, Ardent Environmental Group, Inc. completed a Phase I Environmental Assessment (Phase I ESA) (see Appendix F) of the Project Site. As part of its real estate due diligence, the Project Applicant retained Ardent to prepare a Phase I Environmental Site Assessment (ESA) and Document Review for the site (referred to as the "2021 Phase I ESA"; Ardent, 2021). The 2021 Phase I ESA identified a number of recognized environmental conditions (RECs). Some of these RECs needed further evaluation to assess the extent of impacted soil that will be encountered during redevelopment. A Phase II Environmental Site Assessment (see Appendix G) was conducted and presents the results of this further investigation. The Phase II ESA also documents the results of a site-specific HHRA completed using previous soil gas data collected by others. The HHRA was prepared to determine whether a possible vapor intrusion issue was present in the existing buildings that will remain. Also, an Environmental Summary was completed which is also included in Appendix G.

The Phase II ESA was completed in August, 2021. Based on the 2021 Phase I ESA and a review of these previous investigations, Ardent identified four areas needing further evaluation to determine if soil remediation was needed (REC No. 3) and to further assess the extent of impacted soils (REC Nos. 4, 5, and 6). The following presents the results of the Phase I and II ESAs.

- **REC No. 3: Area 6 –** Former Acetone UST - Based on the data collected in the vicinity of REC No. 3, the residual concentrations of VOCs, namely PCE and TCE, in soil and soil gas would not pose a threat to future workers or occupants of the site and would not threaten groundwater. Therefore, this area would no longer be considered an REC and no further work is necessary.
- **REC No. 4: Area 14b –** Adjacent East of "Not HITCO Property" - Based on the data collected in the vicinity of REC No. 4, the vertical and lateral extent of PCE impacted soil has not been fully defined and may encroach onto the adjacent property to the west. Further onsite investigations and potential onsite remediation are needed. Since this release was first identified during the 2001 FS, the remediation of these soils would be the responsibility of BP.
- **REC No. 5: Area 14c –** Adjacent East of "Not HITCO Property" - Based on the data obtained in the vicinity of REC No. 5, the depth of PCE-impacted soil exceeding the regulatory screening levels for the protection of groundwater is limited to less than 10 feet bgs. During Ardent's investigation, the assessment of the lateral extent of impacted soils was limited due to site access constraints (e.g., fenced areas, outbuilding, concrete cut representing possible utilities, and a warehouse building). Based on the data obtained, the lateral extent of impacted soil is anticipated to be approximately 28 feet

wide by 42 feet long. The total volume of bank (i.e., in-place) impacted soils that will need to be remediated during redevelopment is estimated at approximately 436 cubic yards. Since this release was first identified during the 2001 FS, the remediation of these soils would be the responsibility of BP.

- **REC No. 6: Boring 16 –** Based on the data collected during this investigation, the depth of PCE/TCE-impacted soil exceeding the regulatory screening levels for the protection of groundwater is limited to less than 10 feet bgs in the vicinity of REC No. 6. During Ardent's investigation, the assessment of the lateral extent of impacted soils to the west of boring B16 was limited due to the close proximity of the existing warehouse building. Based on the data obtained, the lateral extent of impacted soil is anticipated to be approximately 47 feet wide by 63 feet long. The total volume of bank (i.e., in-place) impacted soils that will need to be remediated during redevelopment is estimated at approximately 1,097 cubic yards.

  To further evaluate whether a possible vapor intrusion issue was present in the southern portion of the site associated with Building 25 which is planned to continue to be used for commercial purposes, Ardent completed an HHRA using previous soil gas data. Based on the results of this site specific HHRA, which was completed in accordance with current regulatory guidelines, it was determined that a possible vapor intrusion issue was present.

The Phase II ESA presented a number of recommendations based on the investigation conducted.

- **REC No. 4 –** Further investigations should be completed on-site to determine the vertical and lateral extent of impacted soils that will need to be remediated for the protection of groundwater. Shallow soils that will be encountered during site redevelopment should be excavated and removed to the depth of the proposed geotechnical requirements. Any deep impacted soils could be further remediated by in-situ SVE following redevelopment.
- **REC No. 5 and REC No. 6 –** Shallow VOC-impacted soils should be remediated to concentrations below the SFRWQCB-ESL guidelines for the protection of groundwater by excavation and off-site disposal during redevelopment activities.
- Indoor air samples should be collected in Building 25 to assess whether a vapor intrusion issue is present and whether soil vapor mitigation measures are needed to protect future occupants of this building.
- All work should be completed under the direction and approval of the LARWQCB.

Implementation of the recommendations set forth in the Phase II ESA would result in a less than significant impact as well as the implementation of Mitigation Measure HAZ-1 under the oversight and approval of LARWQCB, the Proposed Project would not create a significant hazard to the public or the environment.

Project Construction

Construction activities of the Proposed Project would involve the use of small amounts of hazardous materials, such as cleaning fluids, detergents, solvents, adhesives, sealers, paints, fuels/lubricants, and fertilizers and/or pesticides for landscaping. However, the materials used would not be in such quantities or stored in such a manner as to pose a significant safety hazard. These activities would also be short term or one time in nature, and construction workers would be trained in safe handling and hazardous materials use. Additionally, the use, storage, transport, and disposal of construction-related hazardous materials and waste would be required to conform to existing laws and regulations of the federal, state, and local agencies. Compliance with applicable laws and regulations would ensure that all potentially hazardous materials are used and handled in an appropriate manner and would minimize the potential for safety impacts to occur. Therefore, hazards to the public or the environment arising from the routine use of hazardous materials during project construction would be less than significant and no mitigation measures are necessary.

Project Operation

The project involves construction of a new 190,860-square foot tilt-up concrete creative industrial building. As such, potentially hazardous materials associated with operation of the Project would include those materials typically associated with operation of the Project, such as cleaning and maintenance activities. Although these materials would vary, they would generally include industrial cleaning products, solvents, paints, fertilizers, and herbicides and pesticides. Many of these materials are considered industrial hazardous wastes, common wastes, and universal wastes by the EPA, which considers these types of wastes common to businesses and households and to pose a lower risk to people and the environment than other hazardous wastes when properly handled, transported, used, and disposed of (EPA 2021). Federal, state, and local regulations typically allow these types of wastes to be handled and disposed of under less-stringent standards than other hazardous wastes, and many of these wastes do not need to be managed as hazardous waste.

In addition, any potentially hazardous materials handled on the Project Site would be limited in quantity and concentration, consistent with other similar service sector uses located in the City, and any handling, transport, use, and disposal of such material would comply with applicable federal, state, and local agencies and regulations. In addition, as mandated by OSHA, all hazardous materials stored on the Project Site would be accompanied by a Materials Safety Data Sheet, which would inform on-site personnel and residents of the necessary remediation procedures in the case of accidental release (OSHA 2012). Therefore, operational impacts associated with the use, transport, and disposal of hazardous materials would be less than significant.

Mitigation Measures

Mitigation Measure HAZ-1: Prior to the issuance of building permits, the Project Applicant shall prepare and implement a Remedial Action Plan or other remedial cleanup program document reviewed and approved by LARWQCB (collectively referred to as the "RAP") in compliance with Water Board Resolution No. 92-49. Subject to the LARWQCB's requirements, the RAP shall present the scope of work and schedule to remediate and mitigate all impacted shallow soils to the criteria protective of human health and the environment, including groundwater quality. The results of the remedial efforts shall be documented in a report that will be submitted to the LARWQCB.

The Remedial Cleanup Program required as mitigation for this project is for the shallow VOC impacted soils on site. Additional remediation for deeper soils and groundwater may be required for this site by LARWQCB, but is not required as part of the mitigation for this project to proceed. However, appropriate access for monitoring, sampling and remediation for impacted deeper soils and impacted groundwater shall be maintained and shall not be affected by the proposed project.

~~Prior to the issuance of building permits, the Project Applicant shall prepare and implement a Remedial Action Plan or other remedial cleanup program document reviewed and approved by LARWQCB (collectively referred to as the "Final Remedial Cleanup Program"). The LARWQCB may require additional soil, soil vapor, and groundwater investigations prior to submittal of a Final Remedial Cleanup Program. Prior to implementation, the RAP shall be reviewed and approved by the LARWQCB. The Final Remedial Cleanup Program RAP will present the results of the previous work and present a scope of work to facilitate industrial or commercial redevelopment of the Site, including remediation of remediate shallow impacted soil that might be encountered during grading and other redevelopment activities. The Project Applicant shall provide a copy of the Final Remedial Cleanup Program RAP to the City once it has been reviewed and approved by the LARWQCB with confirmation of approval.~~

~~**Subject** to the LARWQCB's discretion, At a minimum, the Final Remedial Cleanup Program RAP should present the scope of work and schedule to remediate and/or mitigate shallow excavate and remove onsite VOC-impacted soil associated with REC Nos. 4, 5, and 6 so grading and redevelopment can commence. The results of the remedial efforts shall be documented in a report that will be submitted to the LARWQCB.~~

Prior to issuance of grading permits, a Soil Management Plan (SMP) shall be submitted to the City which shall identify the procedures to manage unknown environmental concerns that might be encountered during redevelopment. This document shall also be submitted to the LARWQCB. The SMP does not need to be approved by the LARWQCB ~~n~~or the City.

A **Vapor** Intrusion Mitigation System (VIMS) Design Plan shall be prepared that presents the proposed design and construction details of the vapor mitigation system and submitted to the City along with

construction documents. A VIMS Performance Plan should accompany the VIMS Design Plan and will present baseline indoor air sampling details that will be collected once the building is constructed. The baseline sampling, compared to subsequent sampling results, will provide evidence that the VIMS is performing adequately and that no human health risks are present for site occupancy. The VIMS Performance Plan will include the baseline and startup sampling procedures, on-going performance monitoring, and operation, monitoring, and maintenance (OM&M) operations. The VIMS Performance Plan will also provide contingencies for further mitigation if unfavorable vapor concentrations are discovered. Following completion of these tasks, the Project Applicant will request a determination from the LARWQCB that no further sampling/monitoring be required. ~~from the LARWQCB.~~

Prior to issuance of a temporary or final Certificate of Occupancy, a Land Use Covenant (LUC) shall be recorded with the Los Angeles County Registrar-Recorder restricting the property to be used only for industrial and/or commercial uses. Proof or recording shall be provided to the City. Prior to recording, the LUC shall be presented to the LARWQCB for review and approval.

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact. The Project Site is not located within 0.25 miles of existing schools. The Project Site is located approximately 0.85 miles west of 135th Street Elementary School, approximately 0.83 miles east of Purchee Avenue Elementary School, and approximately 0.73 miles east of Maria Regina School. Project operations would involve industrial use activities and it is possible that hazardous materials could be used by a future occupant's daily operations; however, future operations at the Project site would be required to comply with all applicable local, State, and federal regulations related to the transport, handling, and usage of hazardous materials. During project construction, potentially hazardous materials would likely be handled on the Project Site. Handling of these potentially hazardous materials would be temporary and would coincide with the short-term construction phase of the Project. Any handling, transport, use, or disposal of hazardous materials would comply with all relevant federal, state, and local agencies and regulations, including the USEPA, the California Department of Toxic Substances Control, the California OSHA, Caltrans, the Resource Conservation and Recovery Act, the SCAQMD, and the Los Angeles County Certified Unified Program Agency. Therefore, impacts associated with the emitting or handling of hazardous materials within 0.25 miles of a school would be less than significant.

d. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less Than Significant Impact With Mitigation. California Government Code, Section 65962.5, requires the compiling of lists of the following types of hazardous materials sites: hazardous waste facilities; hazardous waste discharges for which the State Water Quality Control Board has issued

certain types of orders; public drinking water wells containing detectable levels of organic contaminants; underground storage tanks with reported unauthorized releases; and solid waste disposal facilities from which hazardous waste has migrated.

A review of Cortese List online data resources identifies the following sites that are active within the vicinity of 1600 West 135th Street (SWRCB 2021):

- Aerodynamic Plating Co., Inc. #3: 13629 Saint Andrews Place (Plant #3)
- Angelus Plating Works: 1713 West 134th Street
- AVCORP Composite Fabrication Inc.: 1600 W. 135th Street
- KB Gardena Building, LLC: 13720 South Western Avenue

All of these sites except for the AVCORP Composite Fabrication Inc. are over 500 feet away from the Proposed Project Site and would not have a significant impact to the site. The larger HITCO property was listed on regulatory databases and is an active remediation site for VOCs in soil and groundwater. These activities are on-going by the responsible party and are located off the subject property. As described above, on-site VOC-impacted soil was historically identified and remediated under the direction of the LARWQCB. Residual contaminants in the shallow soil that is planned to be disturbed during grading will be further remediated by excavation and off-site disposal (see Mitigation Measures HAZ-1). Groundwater beneath the site is still impacted with VOCs due to historical land use. Based on residual contaminants in soil and/or groundwater, a vapor intrusion issue is possible. As noted above, this possible human health risk will be mitigated by installing a VIMS beneath the proposed building. With the implementation of the Mitigation Measure HAZ-1 described above, the Proposed Project would not create a significant hazard to the public or the environment. Therefore, impacts associated with a hazardous materials site would be less than significant with mitigation.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact. The Proposed Project is not located within the airport land use plans for these nearby airports (ALUC 2021). The Project Site is located outside of any airport impact zones, and as such, the Project would not result in a safety hazard for people working at the Project Site. The Project Site is located approximately 1.7 miles southeast of Hawthorne Municipal Airport (HHR), approximately 3.7 miles northwest of Compton/Woodley Airport, and approximately 4.9 miles southeast of Los Angeles International Airport (LAX). Additionally, the City of Hawthorne General Plan Noise Element provides noise contours for Hawthorne which show that the noise contours associated with the airport do not extend beyond the municipal boundaries of the City of Hawthorne. Therefore, no impacts associated with a safety hazard or excessive noise resulting from proximity to an airport would occur.

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact. As mentioned in the City's General Plan, the Project would be required to comply with the Gardena Emergency Operations Plan, adopted in 2017. The plan provides a strategy for the City's planned response to emergency situations. The City's Community Safety Element – Public Safety Plan shows emergency routes for the City (City of Gardena 2022). The Project would be provided emergency access along West 135th Street and South Western Avenue. The Project Site is also provided regional access via I-110, I-105, and I-405, as well as SR-91 and SR-107. Due to the Proposed Project's local and regional connectivity, in the unlikely event of an emergency, the project-adjacent roadway facilities would be expected to serve as emergency evacuation routes for first responders and residents. The Project would not adversely affect operations on the local or regional circulation system, and as such, would not influence the use of these facilities as emergency response routes. Therefore, impacts associated with an emergency response plan would be less than significant.

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. According to the California Department of Forestry and Fire Protection's (CAL FIRE's) Fire Hazard Severity Zone Map of the County (2020), the Proposed Projects is not located in a Very High Fire Hazard Safety Zone; therefore, the implementation of the Proposed Project would not expose people or structures to a significant risk from wildland fires.

2.4.10 Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☒	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?	☐	☐	☒	☐
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
iv. Impede or redirect flood flows?	☐	☐	☒	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Impact Analysis

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Less Than Significant Impact. Construction of the Project would include earthwork activities that could potentially result in erosion and sedimentation, which could subsequently degrade downstream receiving waters and violate water quality standards. Stormwater runoff during the construction phase may contain silt and debris, resulting in a short-term increase in the sediment load of the municipal storm drain system. Substances such as oils, fuels, paints, and solvents may be inadvertently spilled on the Project Site and subsequently conveyed via stormwater to nearby drainages, watersheds, and groundwater. Construction-related erosion effects would be addressed through compliance with the NPDES program's Construction General Permit. Construction activity subject to this General Permit includes any construction or demolition activity, including,

but not limited to, clearing, grading, grubbing, or excavation, or any other activity that results in a land disturbance of equal to or greater than 1.0 acre. The Project would disturb approximately 8.76 acres and therefore would be subject to the General Permit. To obtain coverage under the General Permit, dischargers are required to file with the State Water Resources Control Board (SWRCB) the Permit Registration Documents (PRDs), which include a Notice of Intent (NOI) and other compliance-related documents. The General Permit requires development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and monitoring plan, which must include erosion control and sediment-control Best Management Practices (BMPs) that would meet or exceed measures required by the General Permit to control potential construction-related pollutants. Erosion-control BMPs are designed to prevent erosion, whereas sediment controls are designed to trap sediment once it has been mobilized. Also, the Project Site is expected to balance in terms of its construction activities since the approximate earthwork numbers are 20,749 cubic yards of cut, 20,749 cubic yards of fill and 17,721 cubic yards of over-excavation. Therefore, construction impacts associated with water quality standards would be less than significant.

Once operational, the Project Site would be developed with a new 190,860-square foot tilt-up concrete creative industrial building and associated parking and landscaping. Collectively, these on-site areas would reduce the potential for soils erosion and topsoil loss that could affect surface water quality. Additionally, the Proposed Project includes the construction of low impact development (LID) stormwater management systems. Infiltration is not an option at this site so the site will use two (2) interconnected WetlandMod units (at-grade with plants) and two (2) sets of StormTech MC-3500 detention chambers sized to treat 1.5x the StormWater Quality Design Volume. The structural and paved improvements would cover impervious areas lacking any exposed soils. Therefore, operational impacts associated with water quality standards would be less than significant.

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less Than Significant Impact. The Project will require the use of water for dust suppression during project demolition, grading, and construction. The amount of water that will be required to control dust during grading and construction will be minimal and not significantly impact existing groundwater supplies. Once completed, the Project will require potable water to serve the Project site, water the landscaping and provide required fire flow. The City and the Project Site would receive water service from the Golden State Water Company – Southwest Water System. According to the Golden State Water Company, the Southwest Water System is a blend of groundwater pumped from the West and Central Coast Groundwater Basins and imported water from the Colorado River Aqueduct and State Water Project (imported and distributed by Metropolitan Water District of Southern California) (Golden State Water Company 2022).

Additionally, Golden State Water Company (GSWC) has entitlement of groundwater resources in the West and Central Coast Groundwater Basins. Furthermore, GSWC leases additional water rights from entities that no longer pump groundwater but have entitlements, in the attempt to meet the increase in water demand from its service area. As such, GSWC currently has no immediate concern with the availability of water supply to the City. Therefore, impacts associated with groundwater supplies would be less than significant.

The Project involves the construction of a new 190,860-square foot tilt-up concrete creative industrial building and associated parking and landscaping. The Project Site would introduce more pervious areas via landscaping in the front yard and along the perimeters of the Project Site.

Under the existing conditions, the Project Site is occupied by a silica and carbon-based products manufacturing company; therefore, the Project Site is not considered an important location for groundwater recharge. The Project would not substantially impair groundwater recharge necessary to replenish the City's water supply; thus, impacts related to groundwater recharge would be less than significant.

c. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i. Result in substantial erosion or siltation on- or off-site?

Less Than Significant Impact. There are no streams or rivers located on or near the Project Site. Project construction would involve some earth-disturbing activities, including grading, that could expose on-site soils to erosion and surface water runoff. However, the Project Site is located within a developed area, with primarily industrial land uses surrounding the Project Site; as such, the development of the Project would not cause a significant change to surface bodies of water in a manner that could cause siltation or erosion. Therefore, impacts would be less than significant.

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

Less Than Significant Impact. There are no natural drainage features on or near the Project Site. The Project Site, in its existing condition, is occupied by a silica and carbon-based products manufacturing company. Construction activities would entail grading, excavation, and other ground-disturbing activities, which could temporarily alter surface drainage patterns and increase the potential for flooding, erosion, or siltation. However, the Project would comply with existing local, state, and federal regulations related to drainage and runoff. As such, the Project would not result in flooding on or off site. According to the Low Impact Development Plan (see Appendix H), the Proposed Project within the south property is a redevelopment Project disturbing less than 50 percent of the impervious surface and the previous development project was not subject to post-construction stormwater quality control measures, Therefore, only the proposed disturbed areas

must meet the requirements of the Los Angeles County's Low Impact Development Standards Manual (February 2014). The Proposed Project will disconnect runoff from impervious areas by means of biofiltration systems and underground detention. Additionally, the Project is designed so that pollutants from the impervious surfaces are disconnected prior to discharging offsite. Runoff from the parking lots is conveyed to the biofiltration units for treatment. Additionally, the Project would be required to comply with the NPDES Construction General Permit, which would require implementation of BMPs and erosion control measures, thereby reducing the effects of construction activities on erosion and drainage patterns. The Proposed Project will not substantially increase the rate or amount of surface runoff in a manner, which would result in a flooding on or off-site.

iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact. The Proposed Project would comply with existing local, state, and federal regulations related to drainage and runoff. Furthermore, according to the Low Impact Development Plan (see Appendix H), runoff from the northerly portion of the roof and northerly vehicle parking will drain to catch basins in the drive aisle. A private storm drain will convey the storm water westerly then southerly around the west side of the building. Catch basins in the drive aisle will collect runoff and tie into the storm drain. The storm drain will continue southerly then turn easterly into the truck yard. Three catch basins will collect runoff from the southerly portion of the building roof, truck yard, and easterly drive aisle.

The storm drain will then wrap back around the westerly site of the building and flow north towards 135th Street. The private drain will connect to the existing 8'6" x3' box. The south property drains to the existing public storm drain in 139th Street. A catch basin in the proposed truck yard will collect the runoff and a storm drain will convey runoff southerly through the drive aisle towards 139th Street. The southern building adjacent to 139th Street will be left as-is. Therefore, impacts associated with stormwater drainage system capacity would be less than significant.

iv. Impede or redirect flood flows?

Less Than Significant Impact. The Proposed Project Site does not contain any streams or rivers having the potential to be altered by the Project. The Project Site has been previously graded and is located within a highly urbanized area. According to Figure Ps-3: FEMA Flood Zone Map in the City's Community Safety Element – Public Safety Plan, the majority of the City is located outside a Federal Management Agency 500-year floodplain, which indicates that the City has less than a 0.9% probability of flooding annually (City of Gardena 2022). Therefore, no impacts associated with impeding or redirecting flood flows would occur.

d. Would the project, in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less Than Significant Impact. Tsunamis are seismic sea waves generated by sudden movements of the sea floor caused by submarine earthquakes, landslides, or volcanic activity. Seiches are waves that oscillate in enclosed water bodies, such as reservoirs, lakes, ponds, or semi-enclosed bodies of water. Seiches may be triggered by moderate or large submarine earthquakes or by large onshore earthquakes. No significant impacts from an earthquake-induced seiche would occur. Mud and debris flows are mass movements of dirt and debris that occur after intense rainfall, earthquakes, and severe wildfires. The speed of a slide depends on the amount of precipitation and steepness of the slope.

Flooding from tsunami conditions is not expected since the Project Site is located approximately 6.9 miles from the Pacific Ocean. In addition, the National Flood Insurance Program identifies the City as a Zone A area, meaning that the City has a 1 percent annual chance of flooding (i.e., a portion of the City is within the 100-year flood zone). The Project would comply with existing local, state, and federal regulations related to drainage and runoff. Runoff from public streets would be collected into existing curb inlet catch basins and gutters along West 135th Street and 139th Street. Therefore, the Project would not result in flooding on or off site. The Project would not risk release of pollutants due to inundation and a less than significant impact would occur.

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less Than Significant Impact. The Project Site is located within the jurisdiction of the Los Angeles Regional Water Quality Control Board Basin Plan (RWQCB 2014). Construction activities would comply with applicable requirements of the Los Angeles Regional Water Quality Control Board, including compliance with Stormwater Pollution Prevent Plan-mandated BMPs. Compliance with regional and local regulations related to water quality control plans would reduce potential water quality impairment of surface waters. Therefore, the Proposed Project would not conflict with a water quality control plan or sustainable groundwater management plan, and impacts would be less than significant.

2.4.11 Land Use and Planning

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?	☐	☐	☒	☐
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Impact Analysis

a. Would the project physically divide an established community?

Less Than Significant Impact. The Project Site is currently occupied by a silica and carbon-based products manufacturing company. The project is surrounded primarily by industrial uses. The Project Site does not physically divide any community, and redevelopment of the Project Site would not physically divide an established community. The Proposed Project would entail the development of new 190,860-square foot tilt-up concrete creative industrial building. Therefore, a less than significant impact would occur.

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The Project Site is currently designated as General Industrial by the City of Gardena General Plan and is classified as General Industrial (M-2) zone. The Proposed Project is concurrently applying for a conditional use permit (CUP) for warehousing/distribution. If the applicant were to receive approval for the CUP, then the Project would be consistent with the General Plan and Zoning Ordinance. Additionally, the proposed industrial uses would be consistent with the existing industrial uses located in all directions of the Project Site. Thus, the Proposed Project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. Therefore, impacts would be less than significant.

2.4.12 Mineral Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Impact Analysis

a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The Project Site is not a locally important mineral resource recovery site according to maps obtained through the California Department of Conservation and California Geological Survey. The Project Site is located within a Mineral Resource Zone 1 (MRZ-1) zone, which is defined as an area where adequate information indicates that no significant mineral deposits are present (DOC 1981). No known mineral resources of value to the region are located in the Project Site; therefore, no impact would occur.

b. Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. The Project Site is not a locally important mineral resource recovery site according to maps obtained through the California Department of Conservation and California Geological Survey. The Project Site is located within a Mineral Resource Zone 1 (MRZ-1) zone, which is defined as an area where adequate information indicates that no significant mineral deposits are present (DOC 1981). The implementation of the Proposed Project would not result in the loss of availability of a locally important mineral resource; therefore, no impact would occur.

2.4.13 Noise

Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Impact Analysis

a. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant Impact. The California Department of Transportation defines "noise" as sound that is loud, unpleasant, unexpected, or undesired. Sound pressure levels are quantified using a logarithmic ratio of actual sound pressures to a reference pressure squared, called "bels." A bel is typically divided into tenths, or decibels (dB). Sound pressure alone is not a reliable indicator of loudness because frequency (or pitch) also affects how receptors respond to sound. To account for the pitch of sounds and the corresponding sensitivity of human hearing to them, the raw sound pressure level is adjusted with a frequency-dependent A-weighting scale that is stated in units of decibels (dBA) (Caltrans 2013).

A receptor's response to a given noise may vary depending on the sound level, duration of exposure, character of the noise sources, time of day during which the noise is experienced, and activity affected by the noise. Activities most affected by noise include rest, relaxation, recreation, study, and communications. In consideration of these factors, different measures of noise exposure have been developed to quantify the extent of the effects from a variety of noise levels. The community noise equivalent level (CNEL) is the average equivalent A-weighted sound level over a 24-hour period. This measurement applies weights to noise levels during evening and nighttime hours to compensate for the increased disturbance response of people at those times. CNEL is the equivalent sound level for a 24-hour period with a +five dBA weighting applied to sound occurring

between 7 p.m. and 10 p.m. and a +10 dBA weighting applied to sound occurring between 10 p.m. and 7 a.m. (City of Garden 2006a).

The dB level of a sound decreases (or attenuates) as the distance from the source of that sound increases. For a single point source, such as a piece of mechanical equipment, the sound level typically decreases by approximately six dBA for each doubling of distance from the source. Sound that originates from a linear (or "line") source, such as vehicular traffic, attenuates by approximately three dBA per doubling of distance. Other contributing factors that affect sound reception include ground absorption, natural topography that provides a natural barrier, meteorological conditions, and the presence of human-made obstacles, such as buildings and sound barriers (Caltrans 2013).

Noise-sensitive land uses include noise receptors (receivers) where an excessive amount of noise interferes with normal activities. The Project Site is located in a primarily industrial area. Industrial uses are not generally considered noise sensitive. However, some residences are located between industrial buildings. The closest residences are located at the intersection of West 135th Street and Halldale Avenue, approximately 350 feet northeast of the Project Site, and near the intersection of West 135th Street and Normandie Drive, approximately 800 feet west of the site.

The most significant noise-producing activity within the City includes vehicle noise from arterials and train movements on the Union Pacific rail line. In addition, numerous fixed sources of noise exist within portions of the City including noise from commercial and industrial operations (City of Gardena 2006a).

City of Gardena General Plan

Applicable policies and standards governing environmental noise in the City are set forth in the General Plan Community Safety Element - Noise Plan (2006). Table N-1 of the Gardena Noise Plan outlines the exterior noise compatibility for community noise environments, replicated below in Table 13, Noise Plan Community Noise Exposure Levels (dBA CNEL). A land use in an area identified as "normally acceptable" indicates that standard construction methods attenuate exterior noise to an acceptable indoor noise level and that people could conduct outdoor activities with minimal noise interference. Land uses that fall into the "conditionally acceptable" noise environment need noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning, usually suffice. For land uses where the exterior noise level falls within the "normally unacceptable" range, new construction or development should generally be discouraged. If new construction or development proceeds, a detailed analysis of noise reduction requirements must be made with noise insulation features included in the design. For land uses where the exterior noise levels fall within the "clearly unacceptable" range, new construction generally should not be undertaken. The Noise Plan includes three goals and associated policies including using noise control to reduce transportation

noise impacts (N Goal 1), incorporating noise considerations into land use planning decisions (N Goal 2), and developing measures to control non-transportation noise impacts (N Goal 3).

Table 13. Noise Plan Community Noise Exposure Levels (dBA CNEL)

Land Use Category	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Residential – single-family, multi-family, duplex,	50–60	60–65	65–75	75–85
Residential – mobile homes	50–60	60–65	65–75	75–85
Transient lodging, motels, hotels	50–60	60–70	70–80	80–85
Schools, libraries, churches, hospitals, nursing homes	50–60	60–65	65–75	75–85
Auditoriums, concert halls, amphitheaters, meeting halls	NA	50–60	60–70	NA
Sports arenas, outdoor spectator sports, amusement parks	50—65	65–75	NA	75—85
Playgrounds, neighborhood parks	50–65	65-70	70 –75	75—85
Golf courses, riding stables, cemeteries	50–70	70—75	75–85	NA
Office and professional buildings	50–65	65 – 75	75–80	80 – 85
Commercial retail, banks, restaurants, theatres	50 – 70	70 – 80	80 -- 85	NA
Industrial, manufacturing, utilities, wholesale, service stations	50–70	70–85	NA	NA
Agriculture	50 – 85	NA	NA	NA

Source: City of Gardena 2006a.

Notes: CNEL = community noise equivalent level; dBA = A-weighted decibel; NA = not applicable (Appendix E, Noise Memo).

City of Gardena Municipal Code – Noise Ordinance

Sections 8.36.040 and 8.36.050 of the City's Noise Ordinance establish exterior and interior noise standards as it relates to how loud operational noise can be. The allowable noise levels are presented in Table 14, Allowable Exterior and Interior Noise Levels. Subsection 8.36.040(C) states that in the event the ambient noise level exceeds the noise standard, the ambient noise level shall become the noise standard.

Table 14. Allowable Exterior and Interior Noise Levels

Type of Land Use	15-minute Average Noise (dBA, Leq)		Maximum Noise Level (dBA, Lmax)	
	7:00 a.m. – 10:00 p.m.	10:00 p.m. – 7:00 a.m.	7:00 a.m. – 10:00 p.m.	10:00 p.m. – 7:00 a.m.
Residential	55	50	75	70
Residential portions of mixed use	60	50	80	70
Commercial	65	60	85	80
Industrial or manufacturing	70	70	90	90
Allowable Interior Noise Levels				
Residential	45	40	65	60
Residential portions of mixed use	45	40	70	60

Source: City of Gardena 2006b.

Notes: CNEL = community noise equivalent level; dBA = A-weighted decibel; Leq = equivalent continuous sound level

Noise levels are measured at the property line of the noise-sensitive land use.

[1] This category includes residences, hospitals, and hotels where a nighttime sensitivity to noise is assumed to be of utmost importance.

[2] This category includes schools, libraries, theaters, and churches where it is important to avoid interference with activities such as speech, meditation, and concentration on reading material. (Appendix E, Noise Memo).

Per Section 8.36.080 of the City's Noise Ordinance, project construction activities are explicitly exempt from the exterior and interior noise standards presented in Sections 8.36.040 and 8.36.050. Specifically, the ordinance states that "noise associated with construction, repair, remodeling, grading or demolition of any real property are exempt from the provisions in Chapter 8.36 (City of Gardena Noise Ordinance), provided said activities do not take place between the hours of 6:00 PM and 7:00 AM on weekdays between the hours of 6:00 PM and 9:00 AM on Saturday or any time on Sunday or a Federal holiday."

Construction Impact Analysis

Construction of the Project would have the potential to result in temporary noise level increases as a result of operation of heavy equipment and haul trucks. Construction of the Project would generate noise that could expose nearby receptors to elevated noise levels that may disrupt communication and routine activities. The magnitude of the impact would depend on the type of construction activity, equipment, duration of the construction phase, distance between the noise source and receiver, and intervening structures. Sound levels from typical construction equipment range from 76 dBA to 88 dBA Leq at 50 feet from the source (FTA 2018). Noise from construction equipment generally exhibits point source acoustic characteristics. Strictly speaking, a point source sound decays at a rate of six dBA per doubling of distance from the source. The rule applies to the propagation of sound waves with no ground interaction.

Project construction would last for approximately 12 to 14 months and would require typical construction equipment. Therefore, construction would generate noise levels ranging from 76 to 88 dBA L_{eq} at 50 feet from construction activities. The Project Site is surrounded by industrial

buildings that are not considered noise sensitive. Additionally, construction would take place during the allowable hours outlined in Section 8.36.080 of the City's Noise Ordinance: 7:00 AM to 6:00 PM and weekdays and 9:00 AM to 6:00 PM on Saturdays. Truck trips would be required for hauling material during demolition and delivery of construction materials; however, the site is currently a source of truck trips. Therefore, temporary impacts from construction would be less than significant.

Permanent Increase in Vehicle Noise

The Proposed Project would generate vehicle trips during operation, including personal vehicle trips from employees and truck trips from deliveries. However, the Project Site is currently developed with facilities that general vehicle and truck trips. Based on the Project's Transportation Impact Analysis (Gibson 2022), the Project is anticipated to result in a net decrease in vehicle trips compared to existing conditions. The Project would generate approximately 178 fewer daily trips than the current use if it would be developed with manufacturing uses. If the Project operates as a warehousing use, it is anticipated to result in a reduction of 728 daily trips compared to existing conditions. If the Project is developed as a high-cube distribution center, it is anticipated to result in a reduction of 784 daily trips. It is anticipated that the Project would have a similar trip distribution as the existing facilities and utilize similar truck routes. Therefore, the Project would be expected to result in similar or reduced ambient vehicle noise compared to existing conditions. Therefore, potential noise impacts are considered less than significant.

Other Operational Noise Sources

Operation of the Project would be expected to result in stationary noise from heating, ventilation, and air conditioning (HVAC) systems and industrial equipment. The specifications of future HVAC systems and industrial equipment are currently unknown. However, the nearest sensitive receptors are located approximately 350 feet from the Project Site. At this distance, typical noise levels from major mechanical HVAC equipment (69–73 dBA CNEL) at a distance of 50 feet, would be reduced to below the noise compatibility standard of 60 dBA CNEL for sensitive receptors. Industrial equipment would be subject to Noise Ordinance standards as well as Occupational Safety and Health Administration requirements to protect workers from hearing loss.

In addition to HVAC systems, the proposed land uses also have the potential to generate noise from truck deliveries and parking areas. Truck delivery noise sources include engines idling and beeping from back up warning signals at commercial loading docks. State law (13 CCR 2485) currently prohibits heavy-duty diesel delivery trucks from idling more than five minutes. Therefore, noise from idling will be limited to five minutes during truck deliveries. Beeping from trucks would not be continuous and would only occur while the truck is backing up. Noise sources from parking areas include car alarms, door slams, radios, and tire squeals. These sources are

generally short term and intermittent, and would be different from each other in kind, duration, and location so that the overall effects would be separate.

Additionally, the noise sources associated with the Project, including stationary equipment, truck deliveries, and parking areas would be similar to the operation of the existing industrial uses on the Project Site. The site is surrounded by industrial development that is not considered noise sensitive and therefore would not be sensitive to minor changes in industrial noise on the Project Site. Operational impacts from the Project would be less than significant.

b. Would the project result in the generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant Impact. Excessive groundborne vibration is typically associated with activities such as blasting used in mining operations, or the use of pile drivers during construction. The primary concern associated with ground-borne vibration is annoyance; however, in extreme cases, vibration can cause damage to buildings, particularly those that are old or otherwise fragile. Some common sources of ground-borne vibration are trains, and construction activities such as blasting, pile-driving, and heavy earth-moving equipment. The Proposed Project would be constructed using typical construction techniques and would be short-term in nature. No pile driving for construction would be necessary. Thus, significant vibration impacts would not occur. Heavy construction equipment (e.g., bulldozer and excavator) would generate a limited amount of ground-borne vibration during construction activities at short distances away from the source. The use of equipment would most likely be limited to a few hours spread over several days during demolition/grading activities. Post-construction on-site activities would be limited to mechanical equipment (e.g., air handling unit and exhaust fans) that would not generate excessive ground-borne vibration or ground-borne noise. Therefore, ground-borne vibration and noise levels associated with the Proposed Project would be less than significant.

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The Proposed Project is not located within the airport land use plans for the nearby airports (ALUC 2021). Thus, the Project would not expose people residing or working in the Project area to excessive noise levels. The Project Site is located approximately 1.7 miles southeast of Hawthorne Municipal Airport (HHR), approximately 3.7 miles northwest of Compton/Woodley Airport, and approximately 4.9 miles southeast of Los Angeles International Airport (LAX). Therefore, no impacts associated with a safety hazard or excessive noise resulting from proximity to an airport would occur.

2.4.14 Population and Housing

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Impact Analysis

a. Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less that Significant Impact. The CEQA Guidelines identify several ways in which a project could have growth-inducing impacts (Public Resources Code, Section 15126.2), either directly or indirectly. Growth-inducement may be the result of fostering economic growth, fostering population growth, providing new housing, or removing barriers to growth. Growth inducement may be detrimental, beneficial, or of no impact or significance under CEQA. An impact is only deemed to occur when it directly or indirectly affects the ability of agencies to provide needed public services, or if it can be shown that the growth will significantly affect the environment in some other way.

The Proposed Project consists of industrial uses and would not result in a significant population increase in the area. The Project is consistent with the most recent uses of the site (industrial uses). It is also consistent with the zoning and land use designations as light industrial for the Project Site. 1600 West 135th Street would house a new 190,860-square foot tilt-up concrete industrial building designed to accommodate up to two tenants with a variety of uses, including e-commerce, manufacturing, and warehousing/distribution. The employees that would fill the roles anticipated for the Proposed Project would come from the region and therefore not induce unplanned population growth in the area.

b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The Project Site is currently occupied by a silica and carbon-based products manufacturing company. No housing units would be demolished as part of the construction of the new industrial building at 1600 West 135th Street. Therefore, the Proposed Project would not displace a substantial number of existing people, necessitating the construction of replacement housing elsewhere.

2.4.15 Public Services

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

Impact Analysis

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?

Less Than Significant Impact. Fire protection and emergency medical response services in the City are provided by the Los Angeles County Fire Department (LACFD). The LACFD provides service to ~~over~~ 60 ~~58~~ cities and unincorporated areas throughout the County. The Project Site is served by Fire Station No. 159: 2030 West 135th Street, which is located approximately 0.59 miles west of the site. The station is equipped with one fire truck and three ~~four~~ personnel, including a fire captain, an engineer, and a firefighter paramedic (City of Gardena 2022).

The Project Site is already within the LACFD service area, and once operational, would continue to be served by LACFD. Additionally, as discussed in Section 2.4.14(a), Population and Housing, the Project would not induce substantial population growth in the City. The Proposed Project would not result in the construction of new or physically altered fire facilities. Service to the Project site by LACFD occurs under existing conditions. The continuation of industrial uses within the Project site would not incrementally increase the demand for fire protection or emergency medical services to the site. Overall, it is anticipated that the Project would be adequately served by existing LACFD facilities, equipment, and personnel. Therefore, impacts would be less than significant.

Police protection?

Less Than Significant Impact. Police protection services in the City are provided by the Gardena Police Department (PD) (City of Gardena 2022). The PD operates out of the Civic Center: 1718 West 162nd Street, which is located roughly 1.7 miles south of the Project Site.

The Project Site is already within the PD service area, and once operational, the Project would continue to be served by the PD. As previously mentioned, the Project would not induce substantial population growth in the City. The continuation of industrial uses to the Project site would not incrementally increase the demand for police protection services to the site. Overall, it is anticipated that the Project would be adequately served by existing PD facilities, equipment, and personnel. Therefore, impacts would be less than significant.

Schools?

Less Than Significant Impact. Education in the City is provided by the Los Angeles Unified School District (LAUSD). As previously mentioned, the Proposed Project would not induce substantial population growth in the City. As such, a significant increase in school-age children requiring public education is not expected to occur, and there would be no need for the development of additional schools. Therefore, the Proposed Project would result in less-than-significant impacts associated with the construction or expansion of school facilities.

Parks?

Less Than Significant Impact. As previously mentioned, the Proposed Project would not induce substantial population growth in the City. As such, an increase in patronage at park facilities is not expected. In addition, the number of residents visiting existing parks would be minimal. Therefore, the Proposed Project would result in less-than-significant impacts associated with the construction or expansion of park facilities.

Other public facilities?

Less Than Significant Impact. As previously mentioned, the Proposed Project would not induce substantial population growth in the City. As such, a substantial increase in patronage at libraries, community centers, and other public facilities is not expected. Therefore, the Proposed Project would result in less-than-significant impacts associated with the construction or expansion of public facilities.

2.4.16 Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐

Impact Analysis

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less Than Significant Impact. As discussed in Section 2.4.14(a), the Proposed Project would not induce substantial population growth in the City. As such, the Proposed Project would not increase the use of existing parks and recreational facilities such that substantial physical deterioration of recreational facilities would occur or be accelerated. Additionally, due to the anticipated limited number of construction personnel, short-term impacts to local recreational facilities would not occur. Therefore, substantial physical deterioration of these facilities would not occur or be accelerated with implementation of the Proposed Project, and the Project would result in less-than-significant impacts.

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less Than Significant Impact. The Proposed Project would not induce substantial population growth in the City. Thus, the Project would not increase the demand for recreational facilities. Additionally, the Project would not promote or indirectly induce new development that would require the construction or expansion of recreational facilities. Therefore, impacts would be less than significant.

2.4.17 Transportation

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d. Result in inadequate emergency access?	☐	☐	☒	☐

Impact Analysis

a. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less Than Significant Impact. GTrans and LA Metro currently serve the Project Site and the surrounding area. GTrans Line 2 serves the Project Site. GTrans Line 2 circles Western, Imperial Highway, Vermont, Normandie and PCH, taking riders to several important places in the community. The closest stop to the Project Site is located at 13999 S Western Ave, Gardena, CA 90249 approximately 0.6 miles away from the Project Site.

LA Metro Route 209 operates between the Cities of Los Angeles, Inglewood, and West Athens, traveling through the City of Gardena along Normandie Avenue, to the west of the Project site. Typically, Route 209 operates on weekdays from approximately 5:40 AM to 8:02 PM, with 15- to 25-minute headways. The nearest stop to the Project site is located at Crenshaw Boulevard and 135th Street, approximately 1.3 miles from the Project site. The Project would continue to be served by the existing transit system. The employees that would fill the roles anticipated for the Proposed Project would come from the region and therefore not induce unplanned population growth in the area that would substantially increase the demand for public transit services. The Proposed Project would not conflict with a program plan, ordinance, or policy addressing transit and impacts would be less than significant.

Western Avenue and 135th Street provide access to the Project site. According to the Gardena General Plan, Western Avenue is an arterial roadway. Arterial roadways are the principal urban thoroughfares, provide a linkage between activity centers in the City to adjacent communities and other parts of the region, and prove intra-city mobility. The Project does not propose any changes to Western Avenue.

There are no bicycle facilities adjacent to the Project site. In December, 2011 the City adopted the South Bay Bicycle Master Plan (Bicycle Master Plan), which is a multi-jurisdictional bicycle master plan intended to guide the development and maintenance of a comprehensive bicycle network and set of programs throughout the cities in the South Bay, including Gardena. There are no bicycle facilities proposed adjacent to the Project site. The Project would not conflict with a program plan, ordinance, or policy addressing bicycle facilities and impacts would be less than significant.

A sidewalk is located adjacent to the Project site along W. 135th Street. The Proposed Project would not remove existing sidewalks or significantly impact pedestrian access or facilities. The Project would not conflict with a program, plan, ordinance or policy addressing pedestrian facilities and impacts would be less than significant.

The Proposed Project will not conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. Therefore, a less than significant impact would occur.

b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Less Than Significant Impact. The following analysis was based on the Transportation Screening Analysis: Transportation Assessment for the 1600 West 135th Street Project prepared by Gibson Transportation Consulting, Inc. (Appendix A). Based on review of the ITE land use descriptions, Land Use Code(s) 140 Manufacturing and 710 General Office Building were determined to adequately represent the proposed use and were selected for the analysis. The number of trips forecast to be generated by the Proposed Project is determined by multiplying the trip generation rates and directional distributions by the land use quantity.

As shown in Table 15, Project Trip Generation, the proposed use is forecast to generate approximately 967 daily trips, including the trips generated for both land uses: Manufacturing and General Office Building.

Table 15. Project Trip Generation

Trip Generation Rates									
			AM Peak Hour			PM Peak Hour			Daily Rate
Land Use	Source[1]	Size[2]	% In	% Out	Rate	% In	% Out	Rate	
Manufacturing	ITE 140	per ksf	76%	24%	0.68	31%	69%	0.74	4.75
General Office Building	ITE 710	per ksf	88%	12%	1.52	17%	83%	1.44	10.84
Trips Generated									
			AM Peak Hour			PM Peak Hour			Daily Trips
Land Use	Source[1]	Size[2]	In	Out	Total	In	Out	Total	
Manufacturing	ITE 140	180.86 ksf	93	30	123	42	92	134	859
General Office Building	ITE 710	10 ksf	13	2	15	2	12	14	108

[1] **Sources:** ITE = Institute of Transportation Engineers Trip Generation Manual (11th Edition, 2021); ### = Land Use Code

[2] ksf = 1,000 square feet

State of California Senate Bill 743 (Steinberg, 2013) (SB 743) required the Governor's Office of Planning and Research to change the CEQA guidelines regarding the analysis of transportation impacts. Under SB 743, the focus of transportation analysis shifted from driver delay (level of service [LOS]) to VMT in order to reduce greenhouse gas emissions, create multimodal networks, and promote mixed-use developments.

The City Guidelines define the methodology for analyzing a project's VMT impacts in accordance with SB 743 and include criteria for screening low VMT generating projects out of a detailed VMT analysis. The City Guidelines include an outline of the procedures for studying a project's effects on the local transportation system beyond what is required to comply with CEQA under SB 743. For projects generating less than 20 peak hour trips, a summary of a project's trip generation and assignment is required, and no cumulative project review or LOS analysis is necessary.

The Project is anticipated to generate 178 fewer daily trips, 21 fewer morning peak hour trips and 18 fewer afternoon peak hour trips than those currently generated by on-site uses. Based on these results, adjacent intersections and roadway segments are anticipated to experience less traffic demand and/or congestion from the Proposed Project uses.

After accounting for the removal of existing uses on site, the Project would result in net negative trip generation. Based on the City Guidelines, the Project satisfies the Project Type Screening criteria by generating fewer than 110 daily trips. As such, the Project would be screened from performing a detailed VMT analysis, and it can be concluded that the Project would result in a less-than-significant VMT impact. Further, the local transportation assessment includes a geometric distribution assignment and demonstrates the Project would result in lessened traffic

demand and/or congestion at adjacent intersections and along roadway segments due to the reduction in overall traffic.

Therefore, the Proposed Project satisfies the City-established screening criteria for non-retail project trip generation screening and may be presumed to result in a less than significant VMT impact.

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The Proposed Project consists of constructing a new 190,860-square foot tilt-up concrete creative industrial building. Vehicular access to the site would be provided by two 45-feet wide driveways on West 135th Street. The Proposed Project would not include unusual or hazardous design features, nor would it generate incompatible uses with the surrounding industrial area. The access point has been designed consistently with the City's circulation standards and does not create a hazard for vehicles, bicycles, or pedestrians entering or exiting the site. Therefore, the Proposed Project would not substantially increase hazards in/around the site and no impact would occur.

d. Would the project result in inadequate emergency access?

Less Than Significant Impact. The Project Site comprises of 8.46-acres in the City. During construction, surrounding roadways would continue to provide emergency access through the Project Site and to surrounding properties. Further, the Project would provide emergency access in accordance with the requirements of the Los Angeles County Fire Department. Therefore, the Proposed Project would not result in inadequate emergency access.

2.4.18 Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

Less Than Significant Impact with Mitigation. Section 21074 defines tribal cultural resources (TCR) as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that is included or determined eligible for inclusion in the

California Register of Historical Resources or a local register, or that has been determined to be a TCR by the lead agency, in its discretion and supported by substantial evidence.

A significant impact may occur if a project were to cause a substantial adverse change in the significance of a Tribal cultural resource listed or eligible for listing in the California Register of Historical Resources (CRHR), or in a local register of historical resources as defined in California Public Resources Code, Section 5020.1(k).

The Project Site is currently occupied by an aerospace manufacturing company. The Project Site is located in a highly urbanized and developed part of the City, and is completely developed. The City of Gardena (City) initiated tribal outreach efforts for the purposes of AB-52 consultation on June 1, 2022. The Gabrieleño Band of Mission Indians – Kizh Nation requested consultation and the City met with them on June 9, 2022. Although no Native American tribal cultural resources are known to occur within the Project site, based on the Gabrieleño Band of Mission Indians – Kizh Nation's cultural affiliation with the area and the findings of the Cultural Resources Assessment, the parties agreed to impose mitigation measures to mitigate potential impacts to previously unidentified Native American tribal cultural resources.

As such, the Project Site would not be eligible for listing in the National Register of Historic Places or CRHR, and thus, would not be considered a historical resource as defined by CEQA. Mitigation Measure TCR-1 will be implemented, however, to assure that impacts remain less than significant.

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less Than Significant Impact with Mitigation. No resources have been identified onsite or within the vicinity of the Project Site and surrounding area pursuant to criteria set forth in subdivision (c) of Public Resources Code, Section 5024.1. However, Mitigation Measure TCR-2 and TCR-3 will be implemented to assure impacts remain less than significant. As required by AB 52 (Public Resources Code, Section 21080.3.1 et seq.), the City notified all Native American tribes provided by the California Native American Heritage Commission (NAHC) and on the City's AB 52 tribal consultation list of the Project, inviting the tribes to consult on the Project. The City has received one response from the Gabrieleño Band of Mission Indians – Kizh Nation, who requested the following mitigation measures.

Mitigation Measures

Mitigation Measure TCR-1: Prior to issuance of a grading permit, the applicant shall retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities:

A. The project applicant shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

Mitigation Measure TCR-2: Prior to issuance of grading permit, the following notes shall be listed on the grading plans for the project:

Unanticipated Discovery of Human Remains and Associated Funerary Objects

A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code, Section 5097.98, are also to be treated according to this statute.

B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code, Section 7050.5, dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code, Section 5097.98, shall be followed.

C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code, Section 5097.98(d)(1) and (2).

D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.

F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Mitigation Measure TCR-3: Prior to issuance of grading permit, the following notes shall be listed on the grading plans for the project:

Procedures for Burials and Funerary Remains

A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.

B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.

C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.

E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.

F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the

Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does not authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

2.4.19 Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Impact Analysis

a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less Than Significant Impact. The Proposed Project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, storm water drainage, electric power, natural gas, or telecommunication facilities for the reasons discussed below.

Water Facilities

The Project involves the construction of a new 190,860-square foot tilt-up concrete creative industrial building, in replacement of existing industrial uses. Therefore, water demand for the Proposed Project would be comparable to existing demand at the Project Site. Additionally, as discussed in Section 2.4.14, Population and Housing, the Proposed Project would not result in a significant population increase for the City as the Proposed Project is not introducing new residential uses. The Proposed Project's nominal contribution to the total water demand could be served by existing water facilities serving the project area without requiring new or expanded facilities. Table 16, Multiple-Dry Years

Supply and Demand Comparison (DWR Table 7-4W), in the Urban Water Management Plan for the West Basin Municipal Water District indicates water supplies would meet the service area's water demands for normal, single-dry, and multiple dry-year conditions through 2045.

Table 16. Multiple-Dry Years Supply and Demand Comparison (DWR Table 7-4W)

		2025	2030	2035	2040	2045
First Year	Supply Totals	146,190	150,160	160,450	165,660	165,760
	Demand Totals	146,190	150,160	160,450	165,660	165,760
	Difference	**0**	**0**	**0**	**0**	**0**
Second Year	Supply Totals	146,190	150,160	160,450	165,660	165,760
	Demand Totals	146,190	150,160	160,450	165,660	165,760
	Difference	**0**	**0**	**0**	**0**	**0**
Third Year	Supply Totals	146,190	150,160	160,450	165,660	165,760
	Demand Totals	146,190	150,160	160,450	165,660	165,760
	Difference	**0**	**0**	**0**	**0**	**0**
Fourth Year	Supply Totals	146,190	150,160	160,450	165,660	165,760
	Demand Totals	146,190	150,160	160,450	165,660	165,760
	Difference	**0**	**0**	**0**	**0**	**0**
Fifth Year	Supply Totals	146,190	150,160	160,450	165,660	165,760
	Demand Totals	146,190	150,160	160,450	165,660	165,760
	Difference	**0**	**0**	**0**	**0**	**0**

Source: West Basin Municipal Water District, 2020 Urban Water Management Plan
Notes: Units are in AFY

The Proposed Project also includes the construction of low impact development (LID) stormwater management systems. LID is an approach to stormwater management that mimics a site's natural hydrology as the landscape is developed. Stormwater is managed on-site and the rate and volume of predevelopment stormwater reaching receiving waters is unchanged. Additionally, according to the City of Gardena's General Plan, industrial uses create 240 gallons per 1,000 square feet. The existing building space proposed for demolition totals 296,630 square feet of industrial uses, using approximately 71,191 gallons per day of water. As the Proposed Project includes the construction of a 190,860 industrial warehouse building, it would consume approximately 45,806 gallons per day of water. This would result in a net reduction of approximately 25,385 gallons per day of water compared to the existing use. The Proposed Project would also comply with the California Green Building Standards Code (CALGreen) which includes requirements for residential and non-residential uses which would further reduce water usage compared to existing use. The non-residential provisions of the 2019 CALGreen Code outline planning, design and development methods that include environmentally responsible site selection, building design, building siting and development to protect, restore and enhance the environmental quality of the site and respect the integrity of adjacent properties; establishes the means of conserving water used indoors, outdoors and in wastewater conveyance; outlines means of achieving material conservation and

resource efficiency; and outlines means of reducing the quantity of air contaminants. Thus, impacts associated with the construction or expansion of water facilities would be less than significant.

Wastewater Treatment Facilities

The wastewater generated by the proposed project would be treated at the Districts' Joint Water Pollution Control Plant (JWPCP) located in the City of Carson, which has a capacity of 400 million gallons per day (mgd) and currently processes an average flow of 243.1 mgd. The JWPCP currently provides primary and secondary treatment only. (LACSD 2022) ~~Wastewater generated at the Project Site would be treated at the Hyperion Water Reclamation Plant (Hyperion), which is owned and operated by Sanitation Districts of Los Angeles County. Hyperion provides primary, secondary, and tertiary treatment for an estimated 275 million gallons per day (Los Angeles County Sanitation Districts (LACSD) 2021). Wastewater generated by the Project would represent only a nominal percentage of the Hyperion average dry-weather flow capacity and average wastewater flow.~~ According to the City of Gardena's General Plan, industrial uses create 200 gallons of wastewater per 1,000 square feet. The existing building space proposed for demolition totals 296,630 square feet of industrial uses, generating approximately 59,326 gallons of wastewater per day. As the Proposed Project includes the construction of a 190,860 industrial warehouse building, it would generate approximately 38,172 gallons of wastewater per day. This would result in a net reduction of approximately 21,154 gallons of wastewater per day compared to existing use. As mentioned above, the Proposed Project would also comply with the California Green Building Standards Code (CALGreen) which would further reduce wastewater when compared to existing use. The non-residential provisions of the 2019 CALGreen Code outline planning, design and development methods including for wastewater conveyance. Thus, the Proposed Project would not require or result in relocation or construction of wastewater facilities, the construction or relocation of which could cause significant environmental effects. Therefore, impacts associated with wastewater treatment facilities would be less than significant.

Stormwater Drainage Facilities

The Proposed Project is located on level or gently sloping topography and is surrounded by urban land uses. The Project is not anticipated to substantially modify existing topography or runoff patterns. Also, the Proposed Project includes the construction of low impact development (LID) stormwater management systems. LID is an approach to stormwater management that mimics a site's natural hydrology as the landscape is developed. Stormwater is managed on-site and the rate and volume of predevelopment stormwater reaching receiving waters is unchanged. Therefore, impacts associated with stormwater drainage facilities would be less than significant.

Electric Power Facilities

Electrical energy is accessed by transmission and distribution lines from substations owned by SCE. At full buildout, the Project's operational phase would require electricity for building

operation (appliances, lighting, etc.). In addition, the project would be required to comply with the 2019 Title 24 standards or the most recent standards at the time of building permit issuance. The energy-using fixtures within the project would likely be newer technologies, using less electrical power. Additionally, as discussed in Section 2.4.6, Energy, previously, the Proposed Project would result in a net decrease in electricity use totaling 228,339 kWh/yr. Therefore, no new or expanded facilities would be required and impacts associated with electrical power facilities would be less than significant.

Natural Gas Facilities

Natural gas is provided to the City by Southern California Gas Company, Pacific Region. As mentioned in the General Plan, natural gas is imported by the Southern California Gas Company from its interstate system. (City of Gardena 2022). The Project would result in a net increase in natural gas use from 192 MT CO_2e to 206 MT CO_2e, for a net natural gas use of 14 MT CO_2e, as indicated in Table 17, Existing and Project Natural Gas Use, below.

Table 17. Existing and Project Natural Gas Use

Scenario	GHG Emissions (MT CO_2e)	KBTU/yr
Existing	192	3,575,859
Proposed Project	206	3,754,650
Net Natural Gas Use	**14**	**178,791**

The net increase in natural gas would likely be less than demonstrated in Table 4 of the Energy Memo (see Appendix D) because the CalEEMod modeling does not take into account that the Project would be subject to more stringent Title 24 Building Energy Efficiency Standards compared to the existing buildings. Therefore, no new or expanded facilities would be required and impacts related to natural gas would be less than significant.

Telecommunications Facilities

The City of Gardena is served by multiple telecommunications service providers. Since the Project Site is in an urbanized area and is surrounded primarily by industrial uses, there are existing telecommunication facilities that would be able to serve the Project Site. Telecommunication services are provided by a variety of companies and are typically selected by the individual customer. Transmission lines/infrastructure for these services are provided within the Project Site. The Proposed Project would not require or result in the relocation or construction of telecommunication facilities. Therefore, impacts would be less than significant.

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less Than Significant Impact. The City of Gardena, including the Project Site, receives water from Golden State Water Company (GSWC). This City is located within the GSWC's Southwest

Customer Service Area, which serves approximately 55,000 customers. Water delivered to the Southwest System is a blend of groundwater pumped from the West and Central Coast Groundwater Basins and imported water from the Colorado River Aqueduct and State Water Project (imported and distributed by Metropolitan Water District of Southern California). According to the Golden State Water Company, the Southwest Water System is a blend of groundwater pumped from the West and Central Coast Groundwater Basins and imported water from the Colorado River Aqueduct and State Water Project (imported and distributed by Metropolitan Water District of Southern California) (Golden State Water Company 2022). Additionally, GSWC has entitlement of groundwater resources in the West and Central Coast Groundwater Basins. GSWC also leases additional water rights from entities that no longer pump groundwater but have entitlements, in the attempt to meet the increase in water demand from its service area. As such, GSWC currently has no immediate concern with the availability of water supply to the City. The City's water demands can be met under multiple-dry years, and because supply would meet projected demand due to diversified supply and conservation measures and because the Proposed Project would not result in a significant increase in population, the project's water demands would be served by the City's projected current and future supplies. Additionally, as previously indicated, according to the City of Gardena's General Plan, industrial uses create 240 gallons per 1,000 square feet. As the Proposed Project includes the construction of a 190,860 industrial warehouse building, it would generate approximately 45,806.4 gallons per day of water. The General Plan provided an estimate of 2,288,736 gallons per day of existing water usage with a projected 2,545,584 gallons per day for year 2025. The estimated 45,806.4 gallons per day for the Proposed Project is within this projected increase.

c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. A significant impact would occur if the wastewater treatment provider indicates that a project would increase wastewater generation to such a degree that the capacity of the facilities currently serving the Project Site would be exceeded. As mentioned in Section 2.4.19(a), wastewater generated at the Project Site would be treated at the Districts' Joint Water Pollution Control Plant (JWPCP) located in the City of Carson, which has a capacity of 400 million gallons per day (mgd) and currently processes an average flow of 243.1 mgd (LACSD 2022) ~~Hyperion Water Reclamation Plant (Hyperion). Hyperion provides primary, secondary, and tertiary treatment for an estimated 275 million gallons per day (LACSD 2021)~~. Wastewater generated by the Project would represent only a nominal percentage of the LBWRP average dry-weather flow capacity and average wastewater flow. As previously mentioned above, the 38,172 gallons per day for the Proposed Project is well within ~~this projected increase indicated in the General Plan~~ the available capacity at the JWPCP. Therefore, impacts associated with wastewater treatment capacity would be less than significant.

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less Than Significant Impact. Solid waste disposal services for the City are provided by Waste Resources of Gardena (WRG). Waste from the City is taken to either the American Waste Transfer Station, which is operated by Republic Services of California, LLC (1449 West Rosecrans Avenue) or the Waste Resources Recovery Station, which is operated by Waste Resources Recovery, Inc. (357 West Compton Boulevard). Currently, the City contributes approximately 86,354 tons of waste annually. Approximately 27 percent of waste is recycled through the City's programs. Commercial land uses are the largest producer of disposable waste, generating approximately 35,194 tons of waste and 9,502 tons of recyclable materials annually. Additionally, the Proposed Project will comply with all federal, state, and local statutes and regulations related to solid waste. All construction debris will be disposed of according to applicable federal, state, and local statutes. According to the City of Gardena's General Plan, industrial uses create 8.93 pounds of solid waste per 1,000 square feet. As the Proposed Project includes the construction of a 190,860 industrial warehouse building, it would generate approximately 1,704.38 pounds of solid waste per day. The General Plan provided an estimate of 85,160 pounds per day of existing solid waste for industrial with a projected 84,717 pounds per day for year 2025. The 1,704.38 pounds per day for the Proposed Project is within this projected increase. Therefore, impacts associated with solid waste generation would be less than significant.

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less Than Significant Impact. See response to 2.4.19(d) above. Additionally, collection, transportation, and disposal of solid waste generated by the Project would comply with all applicable federal, state, and local statutes and regulations. In particular, AB 939, the Integrated Waste Management Act of 1989, requires that at least 50% of solid waste generated by a jurisdiction be diverted from landfill disposal through source reduction, recycling, or composting. Regional agencies, counties, and cities are required to develop a waste management plan that would achieve a 50% diversion from landfills (California Public Resources Code, Section 40000 et seq.). Therefore, impacts associated with solid waste reduction would be less than significant.

2.4.20 Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Impact Analysis

a. Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. As mentioned in the City's Community Safety Element – Public Safety Plan, the Project would be required to comply with the City's Emergency Operations Plan, adopted in 2017. The plan provides a strategy for the City's planned response to emergency situations. The City's Community Safety Element – Public Safety Plan shows emergency routes for the City (City of Gardena 2022). The Project would be provided emergency access along West 135th Street and South Western Avenue. The Project Site is also provided regional access via I-110, I-105, and I-405, as well as SR-91 and SR-107. Due to the Proposed Project's local and regional connectivity, in the unlikely event of an emergency, the Project -adjacent roadway facilities would be expected to serve as emergency evacuation routes for first responders and residents. The Project would not adversely affect operations on the local or regional circulation system, and as such, would not influence the use of these facilities as emergency response routes. Therefore, there would be no impacts associated with an emergency response plan.

b. Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. The Project Site is not on a slope that would expose project occupants to pollutant concentrations from wildfire. Additionally, according to the California Department of Forestry and Fire Protection's (CAL FIRE's) Fire Hazard Severity Zone Map of the County (2020), the Proposed

Projects is not located in a Very High Fire Hazard Safety Zone. Therefore, the development of the Proposed Project would not expose people or structures to a significant risk from wildland fires.

c. Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact. The Proposed Project does not involve the installation of new infrastructure that would exacerbate fire risk. In addition, the Project Site is not in or immediately near state responsibility areas or lands classified as Very High Hazard Severity Zones according to CAL FIRE's California Fire Hazard Severity Zone Maps (2021). Therefore, the development of the Proposed Project would not result in temporary or ongoing impacts to the environment.

d. Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The Proposed Project is not in an area that is susceptible to flooding or landslides. In addition, the Project Site is not in or immediately near state responsibility areas or lands classified as Very High Hazard Severity Zones according to CAL FIRE's California Fire Hazard Severity Zone Maps (2021). Therefore, the development of the Proposed Project would expose people or structures to significant risks.

2.4.21 Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; Sundstrom v. County of Mendocino,(1988) 202 Cal.App.3d 296; Leonoff v. Monterey Board of Supervisors, (1990) 222 Cal.App.3d 1337; Eureka Citizens for Responsible Govt. v. City of Eureka (2007) 147 Cal.App.4th 357; Protect the Historic Amador Waterways v. Amador Water Agency (2004) 116 Cal.App.4th at 1109; San Franciscans Upholding the Downtown Plan v. City and County of San Francisco (2002) 102 Cal.App.4th 656.

Impact Analysis

a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact with Mitigation. With implementation of Mitigation Measures TCR-1 through TCR-3, the Proposed Project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less Than Significant Impact with Mitigation. As determined in the analysis presented in this IS/MND, with implementation of Mitigation Measures TCR-1 through TCR-3, the Proposed Project would not result in significant impacts in any resources area; therefore, there would be no cumulatively considerable effects.

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant Impact. As determined in the analysis in this IS/MND, for all resource topics the Project would have no impact or less than significant impacts. Therefore, substantial adverse impacts on human beings would not occur as a result of the Project.

Section 3 List of Preparers

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Response to Comments

Gardena Industrial Center Project

Prepared for:

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February 2023

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Appendix B. Comment Letter F-1 from Blum Collins & Ho, LLP on Behalf of Golden State Environmental Justice Alliance - Withdrawn

Appendix C. Updated Air Quality Computer Modeling

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Section 1 Introduction

1.1 Introduction

This document includes a compilation of the public comments received on the Gardena Industrial Center Project Initial Study and Mitigated Negative Declaration (IS/MND) and the City of Gardena (City) responses to the comments.

Under the California Environmental Quality Act (CEQA), a lead agency has no affirmative duty to prepare formal responses to comments on a mitigated negative declaration (MND). The lead agency, however, should have adequate information on the record explaining why the comments do not affect the conclusion of the MND that there are no potentially significant environmental effects. In the spirit of public disclosure and engagement, the City—as the lead agency of Gardena Industrial Center Project—has responded to all written comments submitted during the 30-day MND public review period, which began October 13, 2022 and closed November 14, 2022, as well as an additional comment received on November 30, 2022 from the Los Angeles Regional Water Quality Control Board which was granted an extension to respond.

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Section 2 Response to Comments

This section provides all written responses received on the IS/MND and the City of Gardena's responses to each comment.

Comment letters and specific comments are given letters and numbers for reference purposes. Where sections of the IS/MND are excerpted in this document, the sections are shown indented. Changes to the IS/MND text are shown in underlined text for additions and strikeout for deletions.

The following is a list of agencies and persons that submitted comments on the IS/MND during the public review period.

Summary of Public Comments

No. Reference	Commenting Person/Agency	Date of Comment	Page No.
Public Agencies and Organizations			
A	South Coast Air Quality Management District	November 10, 2022	2-3
B	Los Angeles County Sanitation Districts	November 14, 2022	2-13
C	County of Los Angeles Fire Department	November 17, 2022	2-17
D	Los Angeles Regional Water Quality Control Board	November 30, 2022	2-21
Residents and Interested Parties			
E	Lozeau Drury, LLP on Behalf of SAFER – withdrawal letter	November 16, 2022	2-27
E-1	Lozeau, Drury, LLP on Behalf of SAFER – (original comment letter withdrawn)		Appendix A
F	Blum Collins & Ho, LLP on Behalf of Golden State Environmental Justice Alliance – withdrawal letter	January 18, 2023	2-31
F-1	Blum Collins & Ho, LLP on Behalf of Golden State Environmental Justice Alliance – (original comment letter withdrawn)		Appendix B

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Comment Letter A. Sam Wang, Program Supervisor, CEQA-IGR, South Coast Air Quality Management District, November 10, 2022

A

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Air Quality Management District
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November 10, 2022

Mitigated Negative Declaration (MND) for the Proposed Gardena Industrial Center Project (Proposed Project)

A-1 South Coast Air Quality Management District (South Coast AQMD) staff appreciates the opportunity to comment on the above-mentioned document. The City of Gardena is the California Environmental Quality Act (CEQA) Lead Agency for the Proposed Project. The following comments include recommended revisions to the CEQA localized air quality impacts analysis for construction activities, CEQA regional air quality impacts analysis for cleanup activities during construction, South Coast AQMD Rules 2305 and 316, and information about South Coast AQMD permits that the Lead Agency should incorporate in the Final MND.

A-2 South Coast AQMD Staff's Summary of Project Information in the MND
Based on the MND, the Lead Agency proposes constructing an approximately 190,680-square-foot tilt-up concrete industrial building with 180,860 square feet of industrial use and 10,000 square feet of office use.[1] The Proposed Project also includes demolishing all existing on-site buildings, parking lot, and associated improvements.[2] The Proposed Project is located at 1600 West 135th Street in the City of Gardena.[3] According to the Project Site Plan drawing in Appendix A – Transportation Impact Analysis,[4] there will be 22 dock doors associated with the Proposed Project. Based on a review of aerial photographs, South Coast AQMD staff found that the nearest sensitive receptor (e.g., residence) is 85 feet north of the Proposed Project's northeastern corner. Construction of the Proposed Project is anticipated to begin in 2023 and take approximately 12-14 months.[5]

South Coast AQMD Staff's Comments

CEQA Localized Air Quality Impacts Analysis for Construction Activities

A-3 In the MND, the Lead Agency identifies the closet sensitive receptors (e.g., residences) are approximately 350 feet northeast of the Proposed Project site.[6] Therefore, when discussing the localized significance thresholds (LSTs) in Table 3, the Lead Agency indicates the receptor

[1] MND. Page 2
[2] *Ibid.*
[3] *Ibid.* Page 1.
[4] Appendix A. PDF Page 6.
[5] MND. Page 3.
[6] *Ibid.* Page 40.

A-3 cont.

distance is 100-meter with a 1-acre site for the most conservative analysis.[7] However, South Coast AQMD staff found that the nearest residence is within 85 feet of the Proposed Project site, as mentioned in the above staff's summary paragraph. Hence, the most conservative LSTs receptor distance should be 25-meter for the same source receptor area with a 1-acre disturbance.

A-4

Table 6 in the MND shows the Proposed Project's construction emissions compared to the LSTs at a 100-meter receptor distance, resulting in the construction emission not exceeding the LSTs.[8] However, at a 25-meter receptor distance, South Coast AQMD staff found that the construction emissions would exceed the PM_{10} and $PM_{2.5}$ significance thresholds compared to the South Coast AQMD LSTs. Table A below shows the analysis from South Coast AQMD staff compared to the analysis in the MND.

Table A – Construction Emissions (lbs./day) Relative to Localized Significance Thresholds

Criteria	MND's Analysis	South Coast AQMD Staff's Analysis
Nearest Sensitive Receptor (residences)	350 ft northeast of the Proposed Project Site[9]	85 ft north of the Proposed Project's northeastern corner (located at 1531, 1539, 1541 West 135th St, Gardena)
Receptor Distance Used in Analysis	100-meter[10]	25-meter
Localized Construction Emissions (lbs./day)[11]	NO_X: 28 CO: 20 PM_{10}: 10 $PM_{2.5}$: 6	
Thresholds (lbs./day)[12]	NO_X: 107 CO: 1,156 PM_{10}: 28 $PM_{2.5}$: 9	NO_X: 91 CO: 664 PM_{10}: 5 $PM_{2.5}$: 3
Significant?	No	Yes. Exceed thresholds for PM_{10} and $PM_{2.5}$

A-5

South Coast AQMD staff recommends that the Lead Agency review and identify the nearest sensitive receptors to utilize the most accurate and conservative LST receptor distance in the analysis. Additionally, if the revised localized construction emissions show the exceedance in PM_{10} and $PM_{2.5}$, the Lead Agency should provide and discuss the mitigation measures to reduce the emissions below the significance thresholds and include them in the Final MND. If the revision is not included in the Final MND, the Lead Agency should provide reasons for not having them supported by substantial evidence in the record.

[7] *Ibid.* Page 37.
[8] *Ibid.* Page 42.
[9] *Ibid.* Page 8-9, 42
[10] *Ibid.*
[11] *Ibid.*
[12] South Coast Localized Significance Thresholds. Access at: http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/localized-significance-thresholds.

CEQA Regional Air Quality Impacts Analysis for Cleanup Activities during Construction

Based on the Hazards and Hazardous Materials Section in the MND, Phase I, and Phase II Environmental Site Assessment (ESA) reports, there are four areas needing further evaluation to determine if soil remediation was needed and to assess the extent of impacted soils further.[13,14] It is reasonably foreseeable that cleanup activities for remediating and controlling contaminated soil may occur prior to or concurrently with the construction of the Proposed Project. The Lead Agency includes Mitigation Measures (MM) HAZ-1 in the MND and recommends further investigation, soil sampling, testing, and preparing a remediation plan before the Proposed Project's redevelopment.[15] However, the Lead Agency did not analyze air quality impacts from cleanup activities in the MND.

A-6 Cleanup activities will likely involve using heavy-duty, diesel-fueled trucks for soil export, resulting in emissions from truck hauling activities and vehicle trips by workers that will be required to conduct cleanup activities. Additionally, cleanup activities will likely require the use of additional equipment that may differ from typical equipment for grading and site preparation for construction. If cleanup activities were reasonably foreseeable at the time the MND was prepared, the Lead Agency should use good faith and best efforts to provide information on the scope, types, and duration of cleanup activities, quantify emissions from cleanup activities, and include those emissions in the Proposed Project's construction emissions profile to be compared to South Coast AQMD's air quality CEQA significance thresholds for construction to determine the level of significance in the Final MND. Alternatively, if emissions from cleanup activities are not included in the Final MND, the Lead Agency should include a new air quality mitigation measure in the Air Quality Section of the Final MND to commit to evaluating the potential environmental impacts from cleanup activities through CEQA prior to commencing any cleanup activities. If a new air quality mitigation measure is not included in the Final MND, the Lead Agency should provide reasons supported by substantial evidence in the record to explain why a new air quality mitigation measure is not included.

A-7 Based on the emission calculations from the CalEEMod output files, the Lead Agency used the default one-way truck trip length of 20 miles to quantify the Proposed Project's construction emissions from hauling construction materials and importing or exporting soil. If cleanup activities would include removing and disposal of contaminated soil, depending on the type of contamination, contaminated soil may not be accepted at the landfill that served the Proposed Project. It may need to be disposed of at a permitted hazardous disposal facility with a one-way truck trip length that is likely longer than 20 miles. Therefore, South Coast AQMD staff recommends that the Lead Agency identify the permitted hazardous disposal facility that the Proposed Project could use to dispose of contaminated soil if the cleanup activities involve transport and off-site disposal of contaminated soil and disclose the information in the Final MND. When quantifying emissions from transport and off-site disposal, the Proposed Project's construction emissions from haul truck trips for the transportation and disposal of contaminated soil based on the appropriate one-way truck trip length should be re-calculated. If the default one-way truck trip length of 20 miles is not re-calculated for quantifying emissions from haul truck

[13] *Ibid.* Page 68-69.
[14] Appendix G. Page 10.
[15] MND. Page 71.

A-7 cont. trips for transporting contaminated soil, the Lead Agency should provide reasons for not re-calculating it supported by substantial evidence in the record.

South Coast AQMD Rule 2305 and Rule 316

A-8 On May 7, 2021, South Coast AQMD's Governing Board adopted Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program,[16] and Rule 316 – Fees for Rule 2305.[17] Rules 2305 is a new rule that will reduce regional and local emissions of nitrogen oxides (NOx) and particulate matter (PM), including diesel PM, associated with warehouses and mobile sources attracted to warehouse activities. Also, the emission reductions will help the region attain federal and state ambient air quality standards.

Rule 2305 applies to owners and operators of warehouses greater than or equal to 100,000 square feet. Operators are subject to an annual WAIRE Points Compliance Obligation calculated based on the annual number of truck trips to the warehouse under Rule 2305. WAIRE Points can be earned by implementing actions in a prescribed menu in Rule 2305, implementing a site-specific custom plan, or paying a mitigation fee. Warehouse owners are only required to submit limited information reports, but they can opt-in to earn Points on behalf of their tenants if they so choose because certain actions to reduce emissions may be better achieved at the warehouse development phase, for instance, the installation of solar and charging infrastructure. Rule 316 is a companion fee rule for Rule 2305, allowing South Coast AQMD to recover costs associated with Rule 2305 compliance activities. Since the Proposed Project consists of the development of one 190,860-square-foot industrial warehouse building, the Proposed Project's warehouse owners and operators will be required to comply with Rule 2305 once the warehouse is occupied. Therefore, South Coast AQMD staff recommends that the Lead Agency review South Coast AQMD Rule 2305 to determine the potential WAIRE Points Compliance Obligation for future operators and explore whether additional project requirements and CEQA mitigation measures can be identified and implemented at the Proposed Project that may help future warehouse operators meet their compliance obligation. South Coast AQMD staff is available to answer questions concerning Rule 2305 implementation and compliance by phone or email at (909) 396-3140 or waireprogram@aqmd.gov. For implementation guidance documents and compliance and reporting tools, please visit South Coast AQMD's WAIRE Program webpage.[18]

Responsible Agency and South Coast AQMD Permits

A-9 In the event that cleanup activities at the Proposed Project or implementation of the Proposed Project require the use of stationary equipment, permits from South Coast AQMD are required unless a written permit is not required.[19] The Lead Agency should use good faith effort to include a discussion of equipment that will require South Coast AQMD permits and identify South Coast AQMD as a Responsible Agency for the Proposed Project in the Final MND. Due to the presence

[16] South Coast AQMD Rule 2305 - Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program. Access at: http://www.aqmd.gov/docs/default-source/rule-book/reg-xxiii/r2305.pdf.
[17] South Coast AQMD Rule 316 – Fees for Rule 2305. Access at: http://www.aqmd.gov/docs/default-source/rule-book/reg-iii/r316.pdf.
[18] South Coast AQMD. WAIRE Program. Accessed at: http://www.aqmd.gov/waire.
[19] South Coast AQMD. Rule 219. Accessed at: http://www.aqmd.gov/docs/default-source/rule-book/reg-ii/Rule-219.pdf.

A-9 cont.

of VOCs in soil, requirements of South Coast AQMD Rule 1166 – Volatile Organic Compound Emissions from Decontamination of Soil[20] will apply and should be discussed in the Final MND.

If any activities involve using equipment that either emits or controls air pollution, the Lead Agency should consult with South Coast AQMD staff to determine whether or not permits or plans are required and approved by South Coast AQMD prior to the operation and to identify if any other South Coast AQMD Rules will be applicable and discussed in the Final MND. Please contact South Coast AQMD's Engineering and Permitting staff at (909) 396-3385 or visit South Coast AQMD's web page for more general information on permits: http://www.aqmd.gov/home/permits.

A-10

Conclusion

According to CEQA Guidelines Section 15074, prior to approving the Proposed Project, the Lead Agency shall consider the MND for adoption together with any comments received during the public review process. Please provide South Coast AQMD with written responses to all comments contained herein prior to the adoption of the Final MND. When the Lead Agency's position is at variance with recommendations raised in the comments, the issues raised in the comments should be addressed in detail, giving reasons why specific comments and suggestions are not accepted. There should be good faith and reasoned analysis in response. Conclusory statements unsupported by factual information do not facilitate the purpose and goal of CEQA on public disclosure and are not meaningful, informative, or useful to decision-makers and the public who are interested in the Proposed Project.

South Coast AQMD staff is available to work with the Lead Agency to address any air quality questions that may arise from this comment letter. Please contact Danica Nguyen, Air Quality Specialist, at dnguyen1@aqmd.gov should you have any questions.

Sincerely,

Sam Wang

Sam Wang
Program Supervisor, CEQA-IGR
Planning, Rule Development, and Implementation

SW:DN
LAC221018-08
Control Number

[20] South Coast AQMD. Rule 1166 – Volatile Organic Compound Emissions from Decontamination of Soil. Accessed at: http://www.aqmd.gov/docs/default-source/rule book/reg-xi/rule-1166.pdf.

Responses to Letter A. Sam Wang, Program Supervisor, CEQA-IGR, South Coast Air Quality Management District, November 10, 2022

A-1 This comment introduces the letter. It does not include a comment on the adequacy of or accuracy of information in the IS/MND. No additional response is required.

A-2 This comment summarizes project information and identifies sensitive receptor 85 feet from the project site. The comment includes a project description inconsistency. The project proposes a 190,860 square foot building. Additionally, the City and City's consultant have reviewed the project area. Although the residence was not identified in the comment, it appears SCAQMD is referring to the structures located at 1531 W. 135th Street, across from the Project Site. These structures were built in approximately 1948. The properties have been boarded up and are fenced off. Residential uses are not allowed in the City's manufacturing zone and they could not be redeveloped for residential use. Furthermore, property records indicate that the properties were bought along with the industrial property to the west in 2021. As such, the nearest potentially occupied sensitive receptor distance of 100 meters was correctly, and no changes to the analysis have been made in response to this comment.

A-3 This comment states that the construction air quality analysis should reflect a 25-meter receptor distance and a 1-acre disturbance, based on the receptor identified by the SCAQMD. Refer to response to comment #A-2. No changes to the analysis have been made in response to this comment.

A-4 This comment states that the construction air quality analysis should reflect a 25-meter receptor distance and a 1-acre disturbance, based on the receptor identified by the SCAQMD. Refer to response to comment #A-2. 100 meters is the correct sensitive receptor distance for the analysis. No changes to the analysis have been made in response to this comment.

A-5 This comment summarizes the commenters request for the construction emissions analysis be revised to reflect an LSTs receptor distance of 25-meter with a 1-acre disturbance, and to incorporate mitigation measures if necessary. Please see response to comments #A-2. 100 meters is the correct sensitive receptor distance for the analysis. No changes to the analysis have been made in response to this comment.

A-6 This comment states that air quality impacts from implementation of HAZ-1 are not analyzed in the MND and should be included in the air quality analysis or as mitigation requiring future analysis. As stated in the comment, cleanup activities for remediating and controlling contaminated soil may occur prior to or concurrently with the construction of the Proposed Project, and may include further investigation, soil sampling, testing, and preparing a remediation plan before the Proposed Project's redevelopment. Investigation,

sampling, and testing activities would not require the use of heaving construction equipment or vehicle trips beyond what is assumed for typical construction activity based on CalEEMod default construction assumptions for the project. However, additional details regarding soil movement and disposal have been estimated. Implementation of REC No. 5 and REC No. 6 required in mitigation measure HAZ-1 are anticipated to require the removal of 1,533 cubic yards (CY) of soil and require 110 truckloads for disposal. This area contains slightly elevated levels of PCE and would be disposed of as non-hazardous material. The default disposal trip length of 20 miles is assumed for this material. REC No. 4 would result in approximately 55 CY of hazardous materials requiring 4 truckloads that would require disposal at Simi Valley Dump Site, approximately 51 miles from the site. As such, implementation of HAZ-1 would require 228 total truck trips, with an average haul distance of 21.3 miles. The air quality analysis (IS/NND Section 2.4.3.b) has been revised to incorporate this soil movement during the grading phase of construction. Table 4 has been updated to reflect the revised modeling and compare results to South Coast AQMD construction significance thresholds. Construction with implementation of HAZ-1 would not exceed any significance threshold and a new significant impact would not occur. Page 38 of the Draft IS/MND has been revised as follows and the new CalEEMod model runs are included in Appendix C:

Construction

Project construction emissions were estimated using the California Emissions Estimator Model (CalEEMod), version 2020.4.0, based on construction information provided by the City and model default assumptions. Project construction is anticipated to last for 12 to 14 months, which is consistent with the CalEEMod default schedule assumptions for the Project. A total of 296,630 square feet of existing development on the Project Site would be demolished and hauled away. Cut and fill would be balanced on site; <u>however, implementation of mitigation measure HAZ-1 below would require soil export</u>~~, and no import or export is assumed~~. <u>Implementation of REC No. 5 and REC No. 6 are anticipated to require the removal of 1,533 cubic yards (CY) of soil and require 110 truckloads for disposal. This area contains slightly elevated levels of PCE and would be disposed of as non-hazardous material. The default disposal trip length of 20 miles is assumed for this material. REC No. 4 would result in approximately 55 CY of hazardous materials requiring 4 truckloads that would require disposal at Simi Valley Dump Site, approximately 51 miles from the site. As such, implementation of HAZ-1 would require 228 total truck trips, with an average haul distance of 21.3 miles.</u> Modeling assumes implementation of the SCAQMD Rule 403 for fugitive dust control, which includes the following dust control measures during ground-disturbing activities: replacing ground cover in disturbed areas quickly, watering exposed surfaces at least two times daily, implementing equipment loading/unloading procedures to reduce fugitive dust, managing dust by watering two times daily, and reducing speed on unpaved roads to less than 15 miles per hour.

Maximum daily emissions levels associated with construction of the Project are shown in Table 4, Estimated Construction Daily Maximum Air Pollutant Emissions (pounds/day). As shown in Table 4, the Project would not exceed SCAQMD construction thresholds for any pollutant. Therefore, the Project would not result in a significant impact related to criteria pollutant emissions during construction. Because emissions of criteria pollutants under the Project would be below applicable thresholds, which are established to assist in maintaining or achieving regional attainment in the SCAB, construction would not result in a cumulatively considerable contribution to regional acute and long-term health impacts related to non-attainment of the ambient air quality standards.

Table 4. Estimated Construction Daily Maximum Air Pollutant Emissions (pounds/day)

Construction Phase	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Demolition	2	~~28~~30	22	<1	~~7~~9	2
Site preparation	3	28	19	<1	10	6
Grading	2	~~18~~20	~~15~~16	<1	4	2
Building construction and coating	29	18	25	<1	4	1
Paving	2	10	15	<1	1	<1
Maximum Daily Emissions	**29**	**~~28~~30**	**~~22~~25**	**<1**	**10**	**6**
SCAQMD Threshold	**75**	**100**	**550**	**150**	**150**	**55**
Significant Impact?	*No*	*No*	*No*	*No*	*No*	*No*

Source: CalEEMod, version 2020.4.0. See Attachment 1 for model output (Appendix B, Air Quality Memo).

Notes: CO = carbon monoxide; NO_X = oxides of nitrogen; PM_{10} = particulate matter less than 10 microns; $PM_{2.5}$ = particulate matter less than 2.5 microns; SO_X = oxides of sulfur; VOC = volatile organic compound

Emission quantities are rounded to the nearest whole number. Exact values are provided in Attachment 1 (Appendix B).

A-7 This comment request that haul trips from project construction be recalculated to account for the potential soil excavation as a result of mitigation measure HAZ-1. Please see response to comment #A-6. Per your request, additional modeling was completed and showed that even with the addition of off-site haul trips, construction emissions are well below SCAQMD thresholds.

A-8 This comment outlines South Coast AQMD Rules 2305 and Rule 316 as they apply to the proposed project, and requests that these rules be reviewed, and potential project features or mitigation measures be incorporated into the MND. As stated by the commenter, Project operation would be required to apply with all applicable South Coast AQMD rules, including Rule 2305. As demonstrated in Table 5, Operational Daily Maximum Air Pollutant Emissions, Project operational emissions would not exceed the South Coast AQMD thresholds for operation, and additional project features or mitigation is not necessary. However, a reference to Rule 2305 has been added to Page 39 of the Draft IS/MND as follows:

The total estimated and net changes in operational emissions from project implementation are provided in Table 5, Operational Daily Maximum Air Pollutant Emissions. As shown in Table 5,

operational emissions from the Project would not exceed any of the SCAQMD significance thresholds and would result in a net decrease from existing conditions. Additionally, Project operational emissions would be further reduced through compliance with SCAQMD Rule 2305, Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program. Adopted in 2021, this rule reduces regional emissions of NOX and PM associated with warehouse operations by requiring warehouse owners to implement emissions-reducing features, such as electric vehicle charging infrastructure, to achieve a required number of points based on annual truck trips. Air quality impacts associated with operation of the Project would be less than significant.

A-9 Comment noted. The project will obtain all necessary stationary source permits in compliance with applicable South Coast AQMD rules.

A-10 The comment outlines CEQA requirements related to response to comments and accordingly requests responses to the above comments, and provides agency contact information. Please refer to the above responses to comments.

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Comment Letter B. Mandy Huffman, Environmental Planner, Los Angeles County Sanitation District, November 14, 2022

LOS ANGELES COUNTY SANITATION DISTRICTS
Converting Waste Into Resources

B
Robert C. Ferrante
Chief Engineer and General Manager
1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

November 14, 2022

Ref. DOC 6725807

Ms. Amanda Acuna, Senior Planner
Community Development Department
City of Gardena
1700 West 162nd Street
Gardena, CA 90247

Dear Ms. Acuna:

NOI Response to Gardena Industrial Center Project

The Los Angeles County Sanitation Districts (Districts) received a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration (MND) for the subject project on October 13, 2022. The proposed project is located within the jurisdictional boundaries of District No. 5. We offer the following comments:

B-1 1. **Section 2.4.19 Utilities and Service Systems**, *response to item a*, page 103: the response stated that the "wastewater generated at the Project Site would be treated at the Hyperion Water Reclamation Plant (Hyperion), which is owned and operated by Sanitation Districts of Los Angeles County. Hyperion provides primary, secondary, and tertiary treatment…." Please note that the Districts does not own or operate Hyperion Water Reclamation Plant. The wastewater generated by the proposed project will be treated at the Districts' Joint Water Pollution Control Plant (JWPCP) located in the City of Carson, which has a capacity of 400 million gallons per day (mgd) and currently processes an average flow of 243.1 mgd. The JWPCP currently provides primary and secondary treatment only.

B-2 2. **Section 2.4.19 Utilities and Service Systems**, *response to item c*, page 105: similar to the *response to item a* on page 103, the *response to item c* incorrectly stated the wastewater treatment provider as Hyperion. In addition, lines 6 to 8 of the *response* stated that "Wastewater generated by the Project would represent only a nominal percentage of the LBWRP average dry-weather flow capacity and average wastewater flow." Please note that the wastewater generated by the proposed project will not be treated at the Districts' Long Beach Water Reclamation Plant (LBWRP) but JWPCP.

B-3 3. Individual developments associated with the proposed project may require a Districts' permit for Industrial Wastewater Discharge. Project developers should contact the Districts' Industrial Waste Section at (562) 908-4288, extension 2900, to reach a determination on this matter. If this permit is necessary, project developers will be required to forward copies of final plans and supporting information for the proposed project to the Districts for review and approval before beginning project construction. For additional Industrial Wastewater Discharge Permit information, go to https://www.lacsd.org/services/wastewater-programs-permits/industrial-waste-pretreatment-program/industrial-wastewater-discharge-permits.

B-4 4. The Districts are empowered by the California Health and Safety Code to charge a fee to connect facilities (directly or indirectly) to the Districts' Sewerage System or to increase the strength or quantity of wastewater discharged from connected facilities. This connection fee is used by the Districts for its capital facilities. Payment of a connection fee may be required before this project is permitted to discharge to the Districts' Sewerage System. For more information and a copy of the Connection Fee Information Sheet,

DOC 6756123.D05

B-4 cont.

go to www.lacsd.org, under Services, then Wastewater (Sewage) and select Rates & Fees. In determining the impact to the Sewerage System and applicable connection fees, the Districts will determine the user category (e.g. Condominium, Single Family Home, etc.) that best represents the actual or anticipated use of the parcel(s) or facilities on the parcel(s) in the development. For more specific information regarding the connection fee application procedure and fees, the developer should contact the Districts' Wastewater Fee Public Counter at (562) 908-4288, extension 2727. If an Industrial Wastewater Discharge Permit is required, connection fee charges will be determined by the Industrial Waste Section.

B-5

5. In order for the Districts to conform to the requirements of the Federal Clean Air Act (CAA), the capacities of the Districts' wastewater treatment facilities are based on the regional growth forecast adopted by the Southern California Association of Governments (SCAG). Specific policies included in the development of the SCAG regional growth forecast are incorporated into clean air plans, which are prepared by the South Coast and Antelope Valley Air Quality Management Districts in order to improve air quality in the South Coast and Mojave Desert Air Basins as mandated by the CAA. All expansions of Districts' facilities must be sized and service phased in a manner that will be consistent with the SCAG regional growth forecast for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial. The available capacity of the Districts' treatment facilities will, therefore, be limited to levels associated with the approved growth identified by SCAG. As such, this letter does not constitute a guarantee of wastewater service but is to advise the developer that the Districts intend to provide this service up to the levels that are legally permitted and to inform the developer of the currently existing capacity and any proposed expansion of the Districts' facilities.

If you have any questions, please contact the undersigned at (562) 908-4288, extension 2743, or mandyhuffman@lacsd.org.

Very truly yours,

Mandy Huffman

Mandy Huffman
Environmental Planner
Facilities Planning Department

MNH:mnh

cc: J. Chung
A. Howard
A. Schmidt

DOC 6756123.D05

Response to Comment Letter B. Mandy Huffman, Environmental Planner, Los Angeles County Sanitation District, November 14, 2022

B-1 Per your request, the following revisions have been made to Page 103 of the Draft MND. It should be noted that the changes do not affect the conclusions in the IS/MND.

Wastewater Treatment Facilities

The wastewater generated by the proposed project would be treated at the Districts' Joint Water Pollution Control Plant (JWPCP) located in the City of Carson, which has a capacity of 400 million gallons per day (mgd) and currently processes an average flow of 243.1 mgd. The JWPCP currently provides primary and secondary treatment only. (LACSD 2022) ~~Wastewater generated at the Project Site would be treated at the Hyperion Water Reclamation Plant (Hyperion), which is owned and operated by Sanitation Districts of Los Angeles County. Hyperion provides primary, secondary, and tertiary treatment for an estimated 275 million gallons per day (Los Angeles County Sanitation Districts (LACSD) 2021). Wastewater generated by the Project would represent only a nominal percentage of the Hyperion average dry-weather flow capacity and average wastewater flow.~~ According to the City of Gardena's General Plan, industrial uses create 200 gallons of wastewater per 1,000 square feet. The existing building space proposed for demolition totals 296,630 square feet of industrial uses, generating approximately 59,326 gallons of wastewater per day. As the Proposed Project includes the construction of a 190,860 industrial warehouse building, it would generate approximately 38,172 gallons of wastewater per day. This would result in a net reduction of approximately 21,154 gallons of wastewater per day compared to existing use. As mentioned above, the Proposed Project would also comply with the California Green Building Standards Code (CALGreen) which would further reduce wastewater when compared to existing use. The non-residential provisions of the 2019 CALGreen Code outline planning, design and development methods including for wastewater conveyance. Thus, the Proposed Project would not require or result in relocation or construction of wastewater facilities, the construction or relocation of which could cause significant environmental effects. Therefore, impacts associated with wastewater treatment facilities would be less than significant.

B-2 Per your request, the following revisions have been made to Page 105 of the Draft MND. It should be noted that the changes do not affect the conclusions in the IS/MND.

Less Than Significant Impact. A significant impact would occur if the wastewater treatment provider indicates that a project would increase wastewater generation to

such a degree that the capacity of the facilities currently serving the Project Site would be exceeded. As mentioned in Section 2.4.19(a), wastewater generated at the Project Site would be treated at the Districts' Joint Water Pollution Control Plant (JWPCP) located in the City of Carson, which has a capacity of 400 million gallons per day (mgd) and currently processes an average flow of 243.1 mgd (LACSD 2022) ~~Hyperion Water Reclamation Plant (Hyperion). Hyperion provides primary, secondary, and tertiary treatment for an estimated 275 million gallons per day (LACSD 2021).~~ Wastewater generated by the Project would represent only a nominal percentage of the LBWRP average dry-weather flow capacity and average wastewater flow. As previously mentioned above, the 38,172 gallons per day for the Proposed Project is well within ~~this projected increase indicated in the General Plan~~ the available capacity at the JWPCP. Therefore, impacts associated with wastewater treatment capacity would be less than significant.

B-3 Comment noted. The project applicant will be required to obtain all Industrial Wastewater Discharge permits from the LACSD, if necessary. The comment does not address the adequacy of or accuracy of information in the IS/MND. No additional response is required.

B-4 Comment noted. The project applicant will be required to pay sewer connection fees if Industrial Wastewater Discharge permits are required from the LACSD. The comment does not address the adequacy of or accuracy of information in the IS/MND. No additional response is required.

B-5 Comment noted. The proposed project replaces an existing industrial building with a smaller industrial building. As a result, the proposed project is consistent with SCAG's regional growth forecasts.

Comment Letter C. Ronald M. Durbin, Chief, Forestry Division Prevention Services Bureau, Los Angeles County Fire Department, November 17, 2022

COUNTY OF LOS ANGELES
FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

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ANTHONY C. MARRONE
INTERIM FIRE CHIEF
FORESTER & FIRE WARDEN

November 17, 2022

Amanda Acuna
1700 West 162nd Street Unit 101
Gardena, CA 90247

Dear Ms. Acuna:

THE DRAFT MITIGATED NEGATIVE DECLARATION, "GARDENA INDUSTRIAL CENTER PROJECT" PROPOSES A NEW 190,860 SQUARE FOOT TILT-UP CONCRETE INDUSTRIAL BUILDING, CONSTITUTING 180,860 SQUARE FEET OF INDUSTRIAL USE AND 10,000 SQUARE FEET OF OFFICE USE, CITY OF GARDENA, FFER2022011918

The Draft Mitigated Negative Declaration was reviewed by the Planning Division, Land Development Unit, Forestry Division, and Health Hazardous Materials Division of the County of Los Angeles Fire Department.

The following are their comments:

PLANNING DIVISION:

2.4.15 Public Services
Fire Protection should be updated as follows:

C-1 **Less Than Significant Impact.** Fire protection and emergency medical response services in the city are provided by the Los Angeles County Fire Department (LACFD). The LACFD provides service to **60** cities and unincorporated areas throughout the County. The Project Site is served by Fire Station No. 159: 2030 West 135th Street, which is located approximately 0.59 mile west of the site. The station is equipped with one fire truck and **three** personnel, including a fire captain, an engineer, and a firefighter **paramedic** (City of Gardena 2022).

For any questions regarding this response, please contact Ed Lamas, Planning Analyst, at (323) 881-2404 or Eduardo.Lamas@fire.lacounty.gov

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CARSON	EL MONTE	INGLEWOOD	LAWNDALE	PICO RIVERA	SIGNAL HILL
ARTESIA	CERRITOS	GARDENA	IRWINDALE	LOMITA	POMONA	SOUTH EL MONTE
AZUSA	CLAREMONT	GLENDORA	LA CANADA-FLINTRIDGE	LYNWOOD	RANCHO PALOS VERDES	SOUTH GATE
BALDWIN PARK	COMMERCE	HAWAIIAN GARDENS	LA HABRA	MALIBU	ROLLING HILLS	TEMPLE CITY
BELL	COVINA	HAWTHORNE	LA MIRADA	MAYWOOD	ROLLING HILLS ESTATES	VERNON
BELL GARDENS	CUDAHY	HERMOSA BEACH	LA PUENTE	NORWALK	ROSEMEAD	WALNUT
BELLFLOWER	DIAMOND BAR	HIDDEN HILLS	LAKEWOOD	PALMDALE	SAN DIMAS	WEST HOLLYWOOD
BRADBURY	DUARTE	HUNTINGTON PARK	LANCASTER	PALOS VERDES ESTATES	SANTA CLARITA	WESTLAKE VILLAGE
CALABASAS		INDUSTRY		PARAMOUNT		WHITTIER

LAND DEVELOPMENT UNIT:

C-2 The County of Los Angeles Fire Department, Land Development Unit's comments are only general requirements. Specific fire and life safety requirements will be addressed, and conditions set, at the building and fire plan check phase once official plans are submitted for review and approval. These will be the conditions that must have adhesion for the project to move forward. Submittals for the entitlement permits being processed shall be submitted through epicla.lacounty.gov to the County of Los Angeles Fire Department Fire Prevention Division Land Development Unit for review and approval prior to proceeding to the public hearing process.

The development of this project shall comply with all applicable code and ordinance requirements for construction, access, water main, fire flows and fire hydrants.

For any questions regarding the report, please contact Nancy Rodeheffer at (323) 890-4244, or at nancy.rodeheffer@fire.lacounty.gov

FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:

C-3 The statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division include erosion control, watershed management, rare and endangered species, brush clearance, vegetation management, fuel modification for Fire Hazard Severity Zones, archeological and cultural resources, and the County Oak Tree Ordinance.

For any questions regarding this response, please contact Forestry Assistant, Nicholas Alegria at (818) 890-5719.

HEALTH HAZARDOUS MATERIALS DIVISION:

C-4 The Health Hazardous Materials Division (HHMD) of the Los Angeles County Fire Department acknowledges that the Cal-EPA Los Angeles Regional Water Quality Control Board is the designated regulatory environmental oversight agency for this project. HHMD has no additional comments for the project at this time.

Please contact HHMD Hazardous Materials Specialist III, Jennifer Levenson at (323) 890-4114 or Jennifer.Levenson@fire.lacounty.gov if you have any questions.

Very truly yours,

RONALD M. DURBIN, CHIEF, FORESTRY DIVISION
PREVENTION SERVICES BUREAU

RMD:pg

Response to Comment Letter C. Ronald M. Durbin, Chief, Forestry Division Prevention Services Bureau, Los Angeles County Fire Department, November 17, 2022

C-1 Per your request, the following revisions have been made to Section 2.4.15 of the Draft MND:

Fire protection?

Less Than Significant Impact. Fire protection and emergency medical response services in the City are provided by the Los Angeles County Fire Department (LACFD). The LACFD provides service to ~~over~~ 60 ~~58~~ cities and unincorporated areas throughout the County. The Project Site is served by Fire Station No. 159: 2030 West 135th Street, which is located approximately 0.59 miles west of the site. The station is equipped with one fire truck and three ~~four~~ personnel, including a fire captain, an engineer, and a firefighter paramedic (City of Gardena 2022).

C-2 Comment noted. The comment does not address the adequacy of or accuracy of information in the IS/MND. No additional response is required.

C-3 Comment noted. The comment does not address the adequacy of or accuracy of information in the IS/MND. No additional response is required.

C-4 Comment noted. The comment does not address the adequacy of or accuracy of information in the IS/MND. No additional response is required.

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Comment Letter D. Renee Purdy, Executive Officer, Los Angeles Regional Water Quality Control Board, November 30, 2022

D

CALIFORNIA Water Boards

GAVIN NEWSOM GOVERNOR

YANA GARCIA SECRETARY FOR ENVIRONMENTAL PROTECTION

Los Angeles Regional Water Quality Control Board

November 30, 2022

Amanda Acuna
Senior Planner
City of Gardena
Community Development Department
1700 W. 162nd Street
Gardena, California 90247

SUBJECT: REGIONAL BOARD COMMENTS ON THE DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE GARDENA INDUSTRIAL CENTER

SITE: FORMER BP HITCO FACILITY, 1600 WEST 135TH STREET, GARDENA, CALIFORNIA 90249 (SCP NO. 0470A, SITE ID 2047900)

Dear Ms. Acuna:

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within major portions of Los Angeles and Ventura counties, including the above-referenced Site. The Site is overseen by the Regional Board's Site Cleanup Program (SCP).

The Regional Board received a notice of intent to adopt a mitigated negative declaration (MND) for the site known as 'Gardena Industrial Center' located at 1600 West 135th Street, Gardena, CA (Site). The Regional Board requested an extension for time to comment because it received late notice of this draft MND on November 10, 2022, from Mr. Richard Clark at the LA County Fire Department via a forwarded email. The City of Gardena granted an extension for comments to be submitted by November 30, 2022.

The Site is an active case within the SCP under the name of 'BP Chemical (HITCO)', case #0470A. The Regional Board had a discussion with the new owner, Overton Moore Properties, on November 8, 2022, on the redevelopment and ownership details and has reviewed the draft MND.

NORMA CAMACHO, CHAIR | RENEE PURDY, EXECUTIVE OFFICER

320 West 4th Street, Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

REGIONAL BOARD COMMENTS

The Regional Board has the following comments after review of the draft MND and the aforementioned discussion with the property owner:

D-1

1. Page 68 of the draft MND refers to Phase I and Phase II Environmental Site Assessment (ESA) reports (Reports) with conclusions and recommendations based on investigations presented in the Reports. The Regional Board was not informed of the investigations presented in the Reports. The Regional Board requests that all investigation reports, including the above referenced reports, be submitted to the site-specific Geotracker page for Regional Board review. The Geotracker location for the Site can be found here: https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=SL204791669.

D-2

2. The Regional Board concurs with the recommendations on page 69 of the draft MND, including:

   a. Additional site investigations to delineate vertical and lateral extent of impacted soils as well the remediation of shallow and deep impacted soils for the Recognized Environmental Condition (REC) No. 4.

   b. Remediation of shallow soil volatile organic compound (VOC) impacted soils to achieve levels below the San Francisco Regional Water Quality Control Board Environmental Screening Level guidelines for the protection of groundwater at REC Nos. 5 and 6.

   c. Additional indoor air sampling at Building 25 to assess potential vapor intrusion issues.

   During staff's discussion with the property owner, the Regional Board determined that an updated site-specific conceptual site model (CSM) should be prepared and provided to the Regional Board for review. The Regional Board will review the CSM, the Phase I and Phase II ESA reports mentioned in Comment 1., and other related case documents to determine if additional data gaps need to be addressed or additional actions need to be taken at the Site.

D-3

3. On page 71, a Remedial Action Plan (RAP) is proposed to be prepared and submitted to the Regional Board for review and approval prior to the issuance of building permits. The draft MND states that the RAP at a minimum should present a scope of work and schedule of excavation and removal of onsite VOC-impacted soils associated with REC Nos. 4, 5, and 6. The Regional Board advises that the RAP should be submitted after the Regional Board's review of the site-specific CSM and other case documents such as the Phase I and Phase II ESAs. The Regional Board may require additional soil, soil vapor, and groundwater

D-3 cont. investigations prior to the submittal of a final RAP if additional vertical and lateral delineation of the impact is required.

D-4 4. The Regional Board seeks to ensure that post construction Best Management Practices (BMPs) are implemented as proposed, and to ensure the project evaluates and implements onsite infiltration, rainwater harvesting, and green roofs implementation of the stormwater quality design volume before using other allowable alternative post-construction BMPs.

D-5 5. The future redevelopment proposed at 1600 West 135th Street, Gardena, CA, should consider the implementation of soil vapor monitoring and contingent soil vapor risk mitigation measures to protect human health for the intended land use.

D-6 6. Any and all cleanup of soil, soil vapor, and groundwater should be done under the Regional Board's oversight and must be consistent with State law and regulations, as well as the State Water Resources Control Board Resolution No. 92-49 as Amended on April 21, 1994, and October 2, 1996, *Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304*. (Site Cleanup Program (SCP) - Resolution No. 92-49 | California State Water Quality Control Board).

The Regional Board appreciates the opportunity for commenting and the extended comment period. The Regional Board requests that we be contacted and informed in a timely manner of any future public hearings on the subject redevelopment.

Should you have any questions related to this matter, please contact Mr. Jonatan Velasquez, Case Manager, at jonatan.velasquez@waterboards.ca.gov or at (213) 576-6633, or Mr. Jeffrey Hu, Site Cleanup Unit II Supervisor, at (213) 576-6803 or at jeffrey.hu@waterboards.ca.gov.

Sincerely,

R Purdy Digitally signed by R Purdy Date: 2022.11.30 16:14:28 -08'00'

Renee Purdy
Executive Officer

cc:

Ms. Sophie N. Froelich, State Water Resources Control Board (via email)
Ms. Kasia Anderson, Enercon Services (via email)
Mr. Jonathan P. Anderson, Enercon Services (via email)
Mr. Assaf Rees, AECOM (via email)
Mr. Jason Hines, Overton Moore Properties (via email)

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Response to Comment Letter D. Renee Purdy, Executive Officer, Los Angeles Regional Water Quality Control Board, November 30, 2022

D-1 Per your request, ENERCON, on behalf of the Project Applicant, will upload the previous environmental reports including the previous Phase I ESA and Subsurface Investigation.

D-2 The site-specific CSM is under internal review by Gardena Owner LP and will be presented to the LARWQCB soon. Remediation of shallow soils will be completed during redevelopment for the protection of workers. Deeper soils will be remediated by the responsible party at a later date. Regarding the recommendations presented above, ENERCON, the environmental consultant for the applicant, has clarified that indoor air sampling has already been completed at the site including in existing Building 25, the results of which are presented in the draft Vapor Intrusion Evaluation Report by Ardent Environmental Group, Inc., dated March 14, 2022. The results of the evaluation indicated that a vapor intrusion concern is not present in Building 25.

D-3 The RAP will be submitted after the LARWQCB presents its review of the CSM. Per your request, Mitigation Measures HAZ-1 has been revised as follows:

> **Mitigation Measure HAZ-1:** Prior to the issuance of building permits, the Project Applicant shall prepare and implement a Remedial Action Plan **or other remedial cleanup program reviewed and approved by LARWQCB (collectively referred to as the "Final Remedial Cleanup Program"). The LARWQCB may require additional soil, soil vapor, and groundwater investigations prior to submittal of a Final Remedial Cleanup Program.** ~~Prior to implementation, the RAP shall be reviewed and approved by the LARWQCB.~~ The **Final Remedial Cleanup Program** ~~RAP~~ will present the results of the previous work and present a scope of work to remediate shallow impacted soil that might be encountered during grading and redevelopment activities. The Project Applicant shall provide a copy of the **Final Remedial Cleanup Program** ~~RAP~~ to the City once it has been reviewed and approved by the LARWQCB with confirmation of approval.
>
> At a minimum, the **Final Remedial Cleanup Program** ~~RAP~~ should present the scope of work and schedule to excavate and remove onsite VOC-impacted soil associated with REC Nos. 4, 5, and 6 so grading and redevelopment can commence. The results of the remedial efforts shall be documented in a report that will be submitted to the LARWQCB.
>
> Prior to issuance of grading permits, a Soil Management Plan (SMP) shall be submitted to the City which shall identify the procedures to manage unknown environmental concerns that might be encountered during redevelopment. This document shall also be submitted to the LARWQCB. The SMP does not need to be approved by the LARWQCB nor the City.

A Vapor Intrusion Mitigation System (VIMS) Design Plan shall be prepared that presents the proposed design and construction details of the vapor mitigation system and submitted to the City along with construction documents. A VIMS Performance Plan should accompany the VIMS Design Plan and will present baseline indoor air sampling details that will be collected once the building is constructed. The baseline sampling will provide evidence that the VIMS is performing adequately and that no human health risks are present for site occupancy. The VIMS Performance Plan will include the baseline and startup sampling procedures, on-going performance monitoring, and operation, monitoring, and maintenance (OM&M) operations. The VIMS Performance Plan will also provide contingencies for further mitigation if unfavorable vapor concentrations are discovered. Following completion of these tasks, the Project Applicant will request no further sampling/monitoring be required from the LARWQCB.

Prior to issuance of a temporary or final Certificate of Occupancy, a Land Use Covenant (LUC) shall be recorded with the Los Angeles County Registrar-Recorder restricting the property to be used only for industrial/commercial uses. Proof or recording shall be provided to the City. Prior to recording, the LUC shall be presented to the LARWQCB for review and approval.

D-4 Pursuant to the County's MS4 Permit Requirements, the Project Applicant shall prepare a preliminary water quality management plan (WQMP). The WQMP will identify Low Impact Development (LID) design strategies for on-site Best Management Practices to lessen the impacts of development on stormwater quality and quantity. The goal of LID is to mimic the undeveloped runoff conditions of the development site with the post-development conditions.

D-5 The proposed building will be developed with a passive vapor intrusion mitigation barrier.

D-6 All remediation activities will be completed with oversight from the LARWQCB.

Comment Letter E. Adam Frankel, Lozeau Drury, LLP on Behalf of Supporters' Alliance for Environmental Responsibility (SAFER), November 16, 2022

E

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VIA EMAIL ONLY

November 16, 2022

Amanda Acuna, Senior Planner
City of Gardena
Community Development Department
1700 West 162nd Street
Gardena, California 90247
aacuna@cityofgardena.org

Re: Notice of Withdrawal of Comment Letter
Mitigated Negative Declaration for the Gardena Industrial Center Project

Dear Ms. Acuna:

On October 26, 2022, Supporters Alliance for Environmental Responsibility ("SAFER") submitted a comment letter to the City of Gardena ("City") Community Development Department, expressing its concerns regarding various inadequacies of the Initial Study and Mitigated Negative Declaration ("IS/MND") prepared for the Gardena Industrial Project ("Project").

E-1 SAFER is pleased to announce that it has reached an agreement with the Applicant, Gardena Owner LP ("Applicant"), who sought approvals from the City for the Project. Pursuant to the agreement, the Applicant has agreed to implement additional measures which resolve many of SAFER's environmental concerns. SAFER accordingly withdraws its prior comment letter and has no further objection to the Project.

Sincerely,

Adam Frankel
Lozeau Drury LLP

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Response to Comment Letter E. Adam Frankel, Lozeau Drury, LLP on Behalf of Supporters' Alliance for Environmental Responsibility (SAFER), November 16, 2022

E-1 Comment noted. While SAFER has withdrawn their original comment letter and no further response required, it is noted that the comment did not provide any evidence of a significant environmental impact.

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Comment Letter F. Blum Collins & Ho, LLP on Behalf of Golden State Environmental Justice Alliance, January 18, 2023

F

Golden State Environmental Justice Alliance
Green Jobs & Clean Communities
P.O. Box 79222
Corona, CA 92877

January 18, 2023

Amanda Acuna
Planning Assistant
City of Gardena
aacuna@cityofgardena.org

Re: GARDENA INDUSTRIAL CENTER PROJECT MND (SCH NO. 2022100279)

Dear Ms. Acuna:

F-1

On behalf of the Golden State Environmental Justice Alliance ("GSEJA"), I am writing to you regarding the GARDENA INDUSTRIAL CENTER PROJECT MND (SCH NO. 2022100279) ("Project").

GSEJA is withdrawing its comment letter and opposition to the Project. The Project's developer has addressed GSEJA's concerns about environmental mitigation.

Golden State Environmental Justice Alliance

Joe Bourgeois
Executive Director

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Response to Comment Letter F. Blum Collins & Ho, LLP on Behalf of Golden State Environmental Justice Alliance, January 18, 2023

F-1 Comment noted. The Environmental Justice Alliance has withdrawn their original comment letter and no further response required. It should be noted that the Proposed Project involves the demolition of all existing on-site industrial buildings, totaling 296,630 square feet of building space, parking lots, and associated improvements. the Proposed Project consists of a new 190,860-square foot tilt-up concrete industrial building, constituting of 180,860 square feet of industrial uses and 10,000 square feet of office uses. As noted in the Draft MND, the reduction in square footage on-site will reduce most operational impacts as compared to the existing condition.

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Appendix A. Comment Letter E-1 from Lozeau Drury, LLP on Behalf of Supporters' Alliance for Environmental Responsibility (SAFER) - Withdrawn

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Via Email

October 26, 2022

Amanda Acuna, Senior Planner
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Community Development Department
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aacuna@cityofgardena.org

Re: Comment on the Mitigated Negative Declaration (MND) for the Gardena Industrial Center Project

Dear Ms. Acuna:

I am writing on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") regarding the Initial Study and Mitigated Negative Declaration ("IS/MND"), prepared for the Gardena Industrial Center Project, including all actions related or referring to the proposed construction of a 190,860-square foot tilt-up concrete industrial building located at 1600 W. 135th Street in the City of Gardena ("Project").

After reviewing the IS/MND, we conclude the IS/MND fails as an informational document, and that there is a fair argument that the Project may have adverse environmental impacts. Therefore, we request that the City of Gardena prepare an environmental impact report ("EIR") for the Project pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code ("PRC") section 21000, et seq.

We reserve the right to supplement these comments during review of the Final EIR for the Project and at public hearings concerning the Project. *Galante Vineyards v. Monterey Peninsula Water Management Dist*., 60 Cal. App. 4th 1109, 1121 (1997).

Sincerely,

Adam Frankel

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Appendix B. Comment Letter F-1 from Blum Collins & Ho, LLP on Behalf of Golden State Environmental Justice Alliance - Withdrawn

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November 11, 2022

Amanda Acuna

City of Gardena

1700 West 162nd Street
Gardena, CA 90247

VIA EMAIL TO:

aacuna@cityofgardena.org

SUBJECT: COMMENTS ON GARDENA INDUSTRIAL CENTER PROJECT MND (SCH NO. 2022100279)

Dear Ms. Acuna:

Thank you for the opportunity to comment on the Mitigated Negative Declaration (MND) for the proposed Gardena Industrial Center project. Please accept and consider these comments on behalf of Golden State Environmental Justice Alliance. Also, Golden State Environmental Justice Alliance formally requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877.

1.0 Summary

The project proposes the construction and operation of one 190,860 square foot (sf) industrial building comprised of 180,860 sf of industrial uses and 10,000 sf of office uses on an 8.46 acre site. The proposed building has been designed to accommodate up to two tenants with a wide variety of uses, including light assembly, manufacturing, e-commerce, and warehousing/distribution. The Proposed Project is concurrently applying for a conditional use permit (CUP) for warehousing/distribution and a site plan review (SPR). The building includes 22 truck/trailer loading dock doors and 220 passenger car parking spaces. The proposed project necessitates the demolition of all existing on-site buildings, totaling 296,630 square feet of building space, parking lots, and associated improvements

1.1 Project Piecemealing

The MND does not accurately or adequately describe the project, meaning "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" (CEQA § 15378). The project proposed by Gardena Industrial Center is a piecemealed portion of a larger overall project to be developed within the larger HITCO Carbon Composites property (HITCO I, II, and III as referred to in Appendix F - Phase I ESA) in the project vicinity.

CEQA § 15165 - Multiple and Phased Projects requires that "Where individual projects are, or a phased project is, to be undertaken and where the total undertaking comprises a project with significant environmental effect, the Lead Agency shall prepare a single program EIR for the ultimate project as described in Section 15168." The MND misleads the public and decision makers by circumventing adequate and accurate environmental analysis for the whole of the action - construction and operation of all former HITCO properties as a whole. An EIR must be prepared which accurately represents the whole of the action without piecemealing the project into separate, smaller development projects or development areas to present unduly low environmental impacts.

Gardena Industrial Center is the second phase of the overall project, proceeded by 1720 West 135th Street (HITCO I),[1] a 100,548 square foot industrial building. Notably, environmental review for the 1720 West 135th Street project could not be obtained online through the State CEQA Clearinghouse, which further aided the project in circumventing adequate environmental analysis. An EIR must be prepared to provide an adequate and accurate environmental analysis for the whole of the action - construction and operation of all former HITCO properties as a whole.

2.0 Initial Study Checklist

2.4.3. Air Quality, 2.4.6. Energy, and 2.4.8. Greenhouse Gas Emissions

Attached is a comprehensive air quality analysis by SWAPE.

The MND does not include for analysis relevant environmental justice issues in reviewing potential impacts, including cumulative impacts from the proposed project. This is especially significant as the surrounding community is highly burdened by pollution. According to CalEnviroScreen 4.0[2], CalEPA's screening tool that ranks each census tract in the state for

[1] https://www.omprop.com/case_studies/1720-w-135th-street/
[2] CalEnviroScreen 4.0 https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40

pollution and socioeconomic vulnerability, the proposed project's census tract (6037602900) ranks worse than 99% of the rest of the state overall in overall pollution burden. The surrounding community, including Purche Avenue Elementary School and residences to the northwest, 135th Street Elementary School and residences to the east, and Junipero Serra High School and residences to the southwest, bears the impact of multiple sources of pollution and is more polluted than average on every pollution indicator measured by CalEnviroScreen. For example, the project census tract ranks in the 86th percentile for particulate matter (PM) 2.5, 69th percentile for diesel PM, and 50th percentile for traffic impacts, which are all typically attributed to high rates of heavy truck traffic in the area.

The census tract ranks in the 98th percentile for cleanup sites impacts. Cleanup sites are places that are contaminated with harmful chemicals and need to be cleaned up by the property owners or government[3]. People living near these sites are more likely to be exposed to chemicals from the sites than people living further away[4]. Some studies have shown that neighborhoods with cleanup sites are generally poorer and have more people of color than other neighborhoods[5].

The census tract ranks in the 98th percentile for toxic releases and 97th percentile for hazardous waste impacts. People living near facilities that emit toxic releases may breathe contaminated air regularly or if contaminants are released during an accident[6]. Hazardous waste generators and facilities contribute to the contamination of air, water and soil near waste generators and facilities can harm the environment as well as people[7].

The census tract ranks in the 90th percentile for impacts from solid waste. Solid waste facilities can release toxic gases into the air, even after they are closed[8]. Chemicals in waste can leach into the soil around the facility. These chemicals may eventually pose a health risk to people nearby[9].

The census tract ranks in the 94th percentile for groundwater threats. People who live near contaminated groundwater may be exposed to chemicals moving from the soil into the air inside their homes[10].

---

[3] OEHHA Cleanup Sites https://oehha.ca.gov/calenviroscreen/indicator/cleanup-sites
[4] Ibid.
[5] Ibid.
[6] OEHHA Toxic Releases https://oehha.ca.gov/calenviroscreen/indicator/toxic-releases-facilities
[7] OEHHA Hazardous Waste Generators and Facilities https://oehha.ca.gov/calenviroscreen/indicator/hazardous-waste-generators-and-facilities
[8] OEHHA Solid Waste https://oehha.ca.gov/calenviroscreen/indicator/solid-waste-sites-and-facilities
[9] Ibid.
[10] OEHHA Groundwater Threats https://oehha.ca.gov/calenviroscreen/indicator/groundwater-threats

Further, the census tract is a diverse community including 76% Hispanic, 13% African-American, and 5% Asian-American residents, whom are especially vulnerable to the impacts of pollution. The community has a high rate of low educational attainment, meaning 89% of the census tract over age 25 has not attained a high school diploma, which is an indication that they may lack health insurance or access to medical care. Access to medical care is vital as the census tract ranks in the 81st percentile for low birth rates, 76th percentile for incidence of asthma, and 53rd percentile for incidence of cardiovascular disease. The community has a high rate of linguistic isolation, meaning 84% of households speak little to no English and face further inequities as a result. Additionally, the project's census tract (6037602900) and the census tracts adjacent to the project site (6037603001 (east), 6037291120 (east), 6037602600 (west), 6037603500 (west), and 6037603005 (south)) are identified as SB 535 Disadvantaged Communities. The City's Environmental Justice Element of the General Plan[11] also identifies these census tracts as Disadvantaged Communities. None of these facts are discussed or presented for analysis in the MND.

California's Building Energy Code Compliance Software (CBECC) is the State's only approved energy compliance modeling software for non-residential buildings in compliance with Title 24[12]. CalEEMod is not listed as an approved software. The CalEEMod-based modeling in the MND and appendices does not comply with the 2022 Building Energy Efficiency Standards and under-reports the project's significant Energy impacts and fuel consumption to the public and decision makers. Since the MND did not accurately or adequately model the energy impacts in compliance with Title 24, a finding of significance must be made. An EIR with modeling using the approved software (CBECC) must be circulated for public review in order to adequately analyze the project's significant environmental impacts. This is vital as the MND utilizes CalEEMod as a source in its methodology and analysis, which is clearly not the approved software.

2.4.11 Land Use and Planning

The MND does not include a consistency analysis with the City's General Plan. An EIR must be prepared which includes an analysis of the project in conjunction with all General Plan goals and policies in order to provide an adequate and accurate environmental analysis.

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[11] Gardena Environmental Justice Element https://cityofgardena.org/wp-content/uploads/2022/06/Gardena_EJ-Element_FINAL-FOR-ADOPTION_with-APPENDIX.pdf

[12] California Energy Commission 2022 Energy Code Compliance Software https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-1

The MND does not include a consistency analysis with the goals of SCAG's 2020-2045 RTP/SCS (Connect SoCal). Due to errors in modeling, modeling without supporting evidence, and project piecemealing as noted throughout this comment letter and attachments, the proposed project is inconsistent with Goal 5 to reduce greenhouse gas emissions and improve air quality, Goal 6 to support healthy and equitable communities, and Goal 7 to adapt to a changing climate. An EIR must be prepared to include an analysis with the 2020-2045 RTP/SCS Connect SoCal document.

2.4.14 Population and Housing

The MND concludes that impacts to population and housing will not be significant because "the employees that would fill the roles anticipated for the Proposed Project would come from the region and therefore not induce unplanned population growth in the area" without providing any quantified analysis or meaningful evidence to support this claim. The MND has not provided any calculation of the jobs generated by the project or evidence that the local population is qualified for or interested in work in the industrial sector.

There is also no analysis of projects approved, proposed, or "in the pipeline" of the City to demonstrate that the combined workforce of all projects does not exceed the growth estimates analyzed by the City's General Plan or SCAG. Relying on the entire labor force within the greater SCAG region, to fill the project's construction and operational jobs will increase VMT and emissions during all phases of construction and operations and a project EIR must be prepared to account for longer worker trip distances. SCAG's Employment Density Study[13] provides the following applicable employment generation rates for Los Angeles County:

Light Manufacturing: 1 employee per 829 square feet

Applying these ratios results in the following calculation:

Light Manufacturing: 180,860 sf / 829 sf = 219

Office: 10,000 sf / 319 sf = 32

Total: 251 employees

Utilizing SCAG's Employment Density Study ratios, the proposed project will generate 251 employees. The MND utilizes uncertain and misleading language which does not provide any meaningful analysis of the project's population and employment generation. In order to comply

[13] SCAG Employment Density Study
http://www.mwcog.org/file.aspx?A=QTTlTR24POOOUIw5mPNzK8F4d8djdJe4LF9Exj6lXOU%3D

with CEQA's requirements for meaningful disclosure, an EIR must be prepared to provide an accurate estimate of employees generated by all uses of the proposed project. It must also provide demographic and geographic information on the location of qualified workers to fill these positions.

SCAG's Connect SoCal Demographics and Growth Forecast[14] notes that the City will add 2,800 jobs between 2016 - 2045. Utilizing SCAG's Employment Density Study calculation of 251 employees, the project represents 8.9% of the City's employment growth from 2016 - 2045. SCAG's Growth Forecast notes that the City's population will increase by 5,100 residents between 2016 - 2045. Utilizing SCAG's Employment Density Study calculation of 251 employees, the project represents 4.9% of the City's population growth from 2016 - 2045. A single project accounting for this amount of the projected employment and/or population over 29 years represents a significant amount of growth. An EIR must be prepared to include this analysis, and also provide a cumulative analysis discussion of projects approved since 2016 and projects "in the pipeline" to determine if the project will exceed SCAG's employment growth forecast for the City. Additionally, a project EIR must also provide demographic and geographic information on the location of qualified workers to fill these positions in order to provide an accurate environmental analysis.

2.4.17 Transportation

Appendix A: Transportation Impact Analysis states that "The base assumptions and technical methodologies (i.e., trip generation, vehicle miles traveled [VMT], etc.) used in this assessment were established in conjunction with the City and are consistent with SB 743 Implementation Transportation Analysis Updates (Fehr & Peers, June 2020) (City Guidelines)." However, the City Guidelines are not included as an attachment or listed as a reference in the Appendix or MND, which does not comply with CEQA's requirements for adequate informational documents and meaningful disclosure (CEQA § 15121 and PRC 21003(b)). Incorporation by reference (CEQA § 15150 (f)) is not appropriate as these documents contribute directly to analysis of the problem at hand. Providing this information is vital as the City Guidelines are utilized to determine that the project will have a less than significant Transportation impact. An EIR must be prepared to include all application items for review, analysis, and comment by the public and decision makers.

Further, it is not appropriate to model the existing uses at full operational capacity in accordance with the ITE standards for use classifications. CEQA Section 15064.3 states that "Projects that decrease vehicle miles traveled in the project area compared to *existing conditions* should be

[14] SCAG Connect SoCal Demographics and Growth Forecast adopted September 3, 2020 https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579

presumed to have a less than significant transportation impact." The Project Description states that existing conditions at the site consist of "existing on-site buildings, totaling 296,630 square feet of building space," but does not provide an exact breakdown of each use classification in square feet. There is no method for the public to verify the exact quantity of square footage for each type of use, which directly influences the amount of VMT generated since the MND chose to utilize ITE land use code defaults for modeling. An EIR must be prepared to include the exact quantity of square footage for each type of use existing on the site in order to provide an adequate and accurate environmental analysis.

Further, the existing conditions of the site (including the existing quantity of vehicle traffic generated by the existing business) must be used as part of a revised VMT analysis. A site-specific traffic count must be performed at the project site (Weekday, Saturday, and Sunday) in order to provide an accurate description of existing conditions at the site. This is vital as the MND also relies on the notion that "After accounting for the removal of existing uses on site, the Project would result in net negative trip generation" and that "Based on the City Guidelines, the Project satisfies the Project Type Screening criteria by generating fewer than 110 daily trips," in order to conclude the project will have less than significant impacts. The proposed project will generate 967 daily vehicle trips, which exceeds the 110 daily trip threshold by nearly nine times. The project's 138 AM peak hour and 148 PM peak hour trips by themselves also exceed this threshold. The existing vehicle trip generation must be provided as part of a Project EIR in order to provide an adequate and accurate environmental analysis. This is especially vital as the Trip Generation estimates in Appendix A are utilized in other areas of technical analysis (Air Quality, Energy, GHG), which also must be revised as part of a Project EIR.

The MND is internally inconsistent in its analysis of the proposed project, rendering it an inadequate informational document. The Transportation analysis concludes that the project will generate 178 fewer daily trips than existing conditions. Alternatively, the Population and Housing analysis relies upon the notion that "The employees that would fill the roles anticipated for the Proposed Project would come from the region and therefore not induce unplanned population growth in the area to conclude the project will have less than significant impacts. The Transportation analysis relies upon a workforce in close proximity to the project in order to artificially reduce impacts, yet the Population and Housing analysis relies on the entire available workforce/housing stock of the SCAG area to provide and absorb its workforce and demonstrate there will be no significant impacts. The Transportation analysis must be revised to reflect longer trip distances that employees will realistically travel to work at the proposed project. A Project EIR must also be prepared include a construction worker employment trip analysis must also be included to adequately and accurately analyze all potentially significant environmental impacts.

Appendix A sources the Governor's Office of Planning and Research (OPR) 2018 CEQA Guidelines Update and Technical Advisory[15] as contributing to the methodology for VMT analysis. The VMT analysis does not state if any truck/trailer trips were included for analysis. The MND does not provide a statutory source of exemption for medium/heavy trucks. The OPR's 2018 Technical Advisory which states that "here, the term "automobile" refers to on-road passenger vehicles, specifically cars and light trucks." However, the purpose of the OPR Technical Advisory document is purely advisory, stating in its introduction:

"The purpose of this document is to provide advice and recommendations, which agencies and other entities may use at their discretion. This document does not alter lead agency discretion in preparing environmental documents subject to CEQA. This document should not be construed as legal advice."

The OPR document is not a legal interpretation, court decision, or amendment to the CEQA statute that clarifies the definition of automobile. The term "automobile" is not defined in the CEQA statute and application of the OPR interpretation is speculative and does not provide an analysis of the "worst-case scenario" for environmental impacts. Widespread public understanding and perception indicates that trucks, including medium/heavy-duty truck/trailer trips associated with the industrial nature of warehouse operations, are automobiles. An EIR must be prepared to include all truck/trailer activity for quantified VMT analysis. The proposed project is applying for a CUP to operate a warehouse building. The operational nature of industrial/warehouse uses involves high rates of truck/trailer VMT due to traveling from large import hubs to regional distribution centers to smaller industrial parks and then to their final delivery destinations. Once employees arrive at work, they will conduct their jobs by driving delivery vans across the region as part of the daily operations as a distribution facility, which will drastically increase project-generated VMT. The project's truck/trailer and delivery van activity is unable to utilize public transit or active transportation and it is misleading to the public and decision makers to exclude this activity from VMT analysis. An EIR must be prepared to reflect a quantified VMT analysis that includes all truck/trailer and delivery van activity to adequately and accurately analyze the potentially significant project transportation impacts.

The MND has not adequately analyzed the project's potential to substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses; or the project's potential to result in inadequate emergency access. The MND has not provided any exhibits depicting the available truck/trailer turning radius at the intersection of the project driveways to determine if there is enough space available to accommodate heavy truck

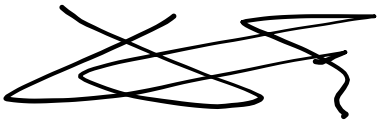
[15] Governor's Office of Planning and Research Technical Advisory on Evaluating Transportation Impacts in CEQA https://opr.ca.gov/ceqa/docs/20190122-743_Technical_Advisory.pdf

maneuvering. Further, there are no exhibits providing on-site analysis regarding available space on the property to accommodate heavy truck maneuvering. There are also no exhibits depicting emergency vehicle access. Notably, the on-site truck circulation pathway is bordered on both sides by passenger car parking spaces immediately adjacent to the south side of the building and the parking lot. Maneuvering a turn around the building may be rendered impossible for a heavy truck and/or emergency vehicle when all of these parking spaces are occupied with vehicles. Deferring this environmental analysis required by CEQA to the construction permitting phase is improper mitigation and does not comply with CEQA's requirement for meaningful disclosure and adequate informational documents. An EIR must be prepared for the proposed project with this analysis, including turning radius diagrams at the project driveway intersections and throughout the site's internal circulation points, in order to provide an adequate and accurate environmental analysis.

Conclusion

For the foregoing reasons, GSEJA believes the MND is flawed and an EIR must be prepared for the proposed project and circulated for public review. Golden State Environmental Justice Alliance requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877.

Sincerely,



Gary Ho
Blum Collins & Ho, LLP

Attachment: SWAPE Analysis

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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November 11, 2022

Gary Ho
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Subject: Comments on the Gardena Industrial Center Project (SCH No. 2022100279)

Dear Mr. Ho,

We have reviewed the October 2022 Initial Study and Mitigated Negative Declaration ("IS/MND") for the Gardena Industrial Center Project ("Project") located in the City of Gardena ("City"). The Project proposes to demolish 296-630-square-feet ("SF") of existing structures and construct 180,860-SF of industrial uses, 10,000-SF of office uses, and 220 parking spaces on the 8.46-acre site.

Our review concludes that the IS/MND fails to adequately evaluate the Project's air quality and health risk impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project are underestimated and inadequately addressed. An Environmental Impact Report ("EIR") should be prepared to adequately assess and mitigate the potential air quality and health risk impacts that the project may have on the environment.

Air Quality

Unsubstantiated Input Parameters Used to Estimate Project Emissions

The IS/MND's air quality analysis relies on emissions calculated with the California Emissions Estimator Model ("CalEEMod") Version 2020.4.0 (p. 38).[1] CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but the California Environmental Quality Act ("CEQA") requires that such changes be justified by substantial evidence. Once all of the

[1] "CalEEMod Version 2020.4.0." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/download-model.

values are inputted into the model, the Project's construction and operational emissions are calculated, and "output files" are generated. These output files disclose to the reader what parameters are utilized in calculating the Project's air pollutant emissions and make known which default values are changed as well as provide justification for the values selected.

When reviewing the Project's CalEEMod output files, provided in the Air Quality Memo ("AQ Memo") and Greenhouse Gas Memo ("GHG Memo") as Appendix B and Appendix C, respectively, to the IS/MND, we found that several model inputs were not consistent with information disclosed in the IS/MND. As a result, the Project's construction and operational emissions are underestimated. An EIR should be prepared to include an updated air quality analysis that adequately evaluates the impacts that construction and operation of the Project will have on local and regional air quality.

Unsubstantiated Change to Architectural Coating Phase Length

Review of the CalEEMod output files demonstrates that the "Hitco Proposed" model includes a manual change to the default architectural coating construction phase length (see excerpt below) (Appendix B, pp. 42; Appendix C, pp. 42).

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	69.00

As a result of this change, the model includes the following construction schedule (see excerpt below) (Appendix B, pp. 47; Appendix C, pp. 47):

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days
1	Demolition	Demolition	1/2/2023	1/27/2023	5	20
2	Site Preparation	Site Preparation	1/28/2023	2/10/2023	5	10
3	Grading	Grading	2/11/2023	3/10/2023	5	20
4	Building Construction	Building Construction	3/11/2023	1/26/2024	5	230
5	Paving	Paving	1/27/2024	2/23/2024	5	20
6	Architectural Coating	Architectural Coating	2/24/2024	5/30/2024	5	69

As demonstrated above, the architectural coating phase is increased by 245%, from the default value of 20 to 69 days. As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.[2] According to the "User Entered Comments & Non-Default Data" table, the justification provided for this change is:

> "Adjusted coating to simultaneous with last third of building construction" (Appendix B, pp. 2; Appendix C, pp. 42).

Furthermore, regarding the Project's anticipated construction schedule, the IS/MND states:

[2] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 1, 14.

> "The demolition and construction phases of the Proposed Project are tentatively scheduled to start in 2023 and anticipated to take approximately 12-14 months" (p. 3).

However, the revised architectural coating phase length remains unsupported. While the IS/MND substantiates the total construction duration of approximately 12 to 14 months, the IS/MND fails to mention or justify the individual architectural coating phase length. This is incorrect, as according to the CalEEMod User's Guide:

> "CalEEMod was also designed to allow the user to change the defaults to reflect site- or project-specific information, when available, provided that the information is supported by substantial evidence as required by CEQA." [3]

Here, as the IS/MND only justifies the total construction of 12 to 14 months, the IS/MND fails to provide substantial evidence to support the revised individual architectural coating phase length. As such, we cannot verify the change.

This unsubstantiated change presents an issue, as the construction emissions are improperly spread out over a longer period of time for the architectural coating phase. According to the CalEEMod User's Guide, each construction phase is associated with different emissions activities (see excerpt below).[4]

> *Demolition* involves removing buildings or structures.
>
> *Site Preparation* involves clearing vegetation (grubbing and tree/stump removal) and removing stones and other unwanted material or debris prior to grading.
>
> *Grading* involves the cut and fill of land to ensure that the proper base and slope is created for the foundation.
>
> *Building Construction* involves the construction of the foundation, structures and buildings.
>
> *Architectural Coating* involves the application of coatings to both the interior and exterior of buildings or structures, the painting of parking lot or parking garage striping, associated signage and curbs, and the painting of the walls or other components such as stair railings inside parking structures.
>
> *Paving* involves the laying of concrete or asphalt such as in parking lots, roads, driveways, or sidewalks.

Thus, by disproportionately extending the architectural coating phase length without proper justification, the model assumes a greater number of days to complete the construction activities required by the architectural coating phase. As such, there will be fewer construction activities required per day and, consequently, less pollutants emitted per day. As a result, the model may underestimate the peak daily emissions associated with the architectural coating phase of construction and should not be relied upon to determine Project significance.

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[3] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 13-14.

[4] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 32.

Unsubstantiated Reduction to Acres of Grading Value

Review of the CalEEMod output files demonstrates that the "Hitco Proposed" model includes reductions to the default acres of grading values (see excerpt below) (Appendix B, pp. 43; Appendix C, pp. 43).

Table Name	Column Name	Default Value	New Value
tblGrading	AcresOfGrading	20.00	8.46
tblGrading	AcresOfGrading	15.00	8.46

As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.[5] According to the "User Entered Comments & Non-Default Data" table, the justification provided for this change is:

> "Adjusted grading area to site acreage" (Appendix B, pp. 42; Appendix C, pp. 42).

Furthermore, the IS/MND indicates that the Project site is approximately 8.46 acres (p. 37). However, these changes are incorrect. According to the CalEEMod User's Guide states:

> "[T]he dimensions (e.g., length and width) of the grading site have no impact on the calculation, only the total area to be graded. In order to properly grade a piece of land multiple passes with equipment may be required. The acres are based on the equipment list and days in grading or site preparation phase according to the anticipated maximum number of acres a given piece of equipment can pass over in an 8-hour workday."[6]

As demonstrated above, the acres of grading values are based on construction equipment and the length of the grading and site preparation phases. Thus, as the dimensions of the Project site have no impact on the acres of grading values, the revised values are unsubstantiated.

These unsubstantiated reductions present an issue, as CalEEMod uses the acres of grading values to estimate the dust emissions associated with grading.[7] Thus, by including unsubstantiated reductions to the default acres of grading values, the model may underestimate the Project's construction-related emissions and should not be relied upon to determine Project significance.

Failure to Model All Required Demolition

Review of the CalEEMod output files demonstrates that the "Hitco Proposed" model includes 1,050 default demolition hauling trips (see excerpt below) (Appendix B, pp. 48; Appendix C, pp. 48).

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[5] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 1, 14.

[6] "Appendix A – Calculation Details for CalEEMod." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* http://www.aqmd.gov/caleemod/user's-guide, p. 9.

[7] "Appendix A – Calculation Details for CalEEMod." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 9.

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number
Demolition	6	15.00	0.00	1,050.00
Site Preparation	7	18.00	0.00	0.00
Grading	6	15.00	0.00	0.00
Building Construction	9	154.00	60.00	0.00
Paving	6	15.00	0.00	0.00
Architectural Coating	1	31.00	0.00	0.00

However, the number of demolition hauling trips is underestimated. According to the CalEEMod User's Guide:

> "Haul trips are based on the amount of material that is demolished, imported or exported assuming a truck can handle 16 cubic yards of material."[8]

Therefore, CalEEMod calculates a default number of hauling trips based upon the amount of demolition material inputted into the model. Regarding the anticipated amount of demolition, the IS/MND states:

> "The Proposed Project involves the demolition of all existing on-site buildings, totaling 296,630 square feet of building space, parking lots, and associated improvements" (p. 2).

As such, the model should have included 296,630-SF of demolition debris, which when correctly input into CalEEMod calculates a default demolition hauling trip number of 1,349 trips.[9] Thus, the number of demolition hauling trips is underestimated by 299 trips, indicating that the model fails to include the total amount of demolition required for the Project.[10]

This underestimation presents an issue, as the amount of demolition material inputted into the model is used by CalEEMod to determine emissions associated with this phase of construction. The three primary operations that generate dust emissions during the demolition phase are mechanical or explosive dismemberment, site removal of debris, and on-site truck traffic on paved and unpaved road.[11] Thus, by failing to include the full amount of required demolition, the model may underestimate the Project's construction-related emissions and should not be relied upon to determine Project significance.

Failure to Include Material Export

Regarding the amount of material export required for Project construction, the IS/MND states:

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[8] http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 14
[9] See Attachment A for Updated CalEEMod Output files.
[10] Calculated: 1,349 required hauling trips – 1,050 modeled hauling trips = 299 underestimated hauling trips.
[11] "Appendix A – Calculation Details for CalEEMod." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* http://www.aqmd.gov/caleemod/user's-guide, p. 11.

> "The approximate earthwork numbers are 20,749 cubic yards of cut, 20,749 cubic yards of fill and 17,721 cubic yards of over-excavation as shown in Figure 6a, Grading Plan, and Figure 6b, Grading Plan" (p. 3).

As such, the model should have included 17,721 cubic yards ("cy") of material export. However, review of the CalEEMod output files demonstrates that the "Hitco Proposed" model fails to include any amount of material export (Attachment B, pp. 43; Appendix C, pp. 43). As such, the material export required for Project construction is underestimated and the model is inconsistent with the IS/MND.

This inconsistency presents an issue, as the inclusion of material export within the model is used to calculate emissions produced from material movement, including truck loading and unloading, and additional hauling truck trips.[12] Thus, by failing to include the amount of material export required for Project construction, the model underestimates the Project's construction-related emissions and should not be relied upon to determine Project significance.

Updated Analysis Indicates a Potentially Significant Air Quality Impact

In an effort to more accurately estimate the Project's construction-related and operational emissions, we prepared an updated CalEEMod model, using the Project-specific information provided by the IS/MND. In our updated model, we omitted the unsubstantiated changes to the architectural coating construction phase length and acres of grading values; and included the correct amounts of demolition and material export.[13]

Our updated analysis estimates that the Project's construction-related VOC emissions would exceed the applicable South Coast Air Quality Management District ("SCAQMD") threshold of 75 pounds per day ("lbs/day"), as referenced by the IS/MND (p. 38, Table 4) (see table below).[14]

SWAPE Criteria Air Pollutant Emissions	
Construction	**VOC** (lbs/day)
IS/MND	29
SWAPE	91.2
% Increase	214%
SCAQMD Threshold	**75**
Exceeds?	***Yes***

As demonstrated in the table above, the Project's construction-related VOC emissions, as estimated by SWAPE, increase by approximately 214% and exceed the applicable SCAQMD significance threshold. Thus, our updated model demonstrates that the Project would result in a potentially significant air

[12] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 2, 34.
[13] See Attachment A for updated air modeling.
[14] "South Coast AQMD Air Quality Significance Thresholds." SCAQMD, April 2019, *available at*: http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf.

quality impact that was not previously identified or addressed in the IS/MND. As a result, an EIR should be prepared to adequately assess and mitigate the potential air quality impacts that the Project may have on the environment.

Disproportionate Health Risk Impacts of Warehouses on Surrounding Communities

Upon review of the IS/MND, we have determined that the development of the proposed Project would result in disproportionate health risk impacts on community members living, working, and going to school within the immediate area of the Project site. According to the SCAQMD:

> "Those living within a half mile of warehouses are more likely to include communities of color, have health impacts such as higher rates of asthma and heart attacks, and a greater environmental burden."[15]

In particular, the SCAQMD found that more than 2.4 million people live within a half mile radius of at least one warehouse, and that those areas not only experience increased rates of asthma and heart attacks, but are also disproportionately Black and Latino communities below the poverty line.[16] Another study similarly indicates that "neighborhoods with lower household income levels and higher percentages of minorities are expected to have higher probabilities of containing warehousing facilities."[17] Additionally, a report authored by the Inland Empire-based People's Collective for Environmental Justice and University of Redlands states:

> "As the warehouse and logistics industry continues to grow and net exponential profits at record rates, more warehouse projects are being approved and constructed in low-income communities of color and serving as a massive source of pollution by attracting thousands of polluting truck trips daily. Diesel trucks emit dangerous levels of nitrogen oxide and particulate matter that cause devastating health impacts including asthma, chronic obstructive pulmonary disease (COPD), cancer, and premature death. As a result, physicians consider these pollution-burdened areas 'diesel death zones."[18]

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[15] "South Coast AQMD Governing Board Adopts Warehouse Indirect Source Rule." SCAQMD, May 2021, *available at:* http://www.aqmd.gov/docs/default-source/news-archive/2021/board-adopts-waisr-may7-2021.pdf?sfvrsn=9.

[16] "Southern California warehouse boom a huge source of pollution. Regulators are fighting back." Los Angeles Times, May 2021, *available at:* https://www.latimes.com/california/story/2021-05-05/air-quality-officials-target-warehouses-bid-to-curb-health-damaging-truck-pollution.

[17] "Location of warehouses and environmental justice: Evidence from four metros in California." Metro Freight Center of Excellence, January 2018, *available at:* https://www.metrans.org/assets/research/MF%201.1g_Location%20of%20warehouses%20and%20environmental%20justice_Final%20Report_021618.pdf, p. 21.

[18] "Warehouses, Pollution, and Social Disparities: An analytical view of the logistics industry's impacts on environmental justice communities across Southern California." People's Collective for Environmental Justice, April 2021, *available at:* https://earthjustice.org/sites/default/files/files/warehouse_research_report_4.15.2021.pdf, p. 4.

It is evident that the continued development of industrial warehouses within these communities poses a significant environmental justice challenge. However, the acceleration of warehouse development is only increasing despite the consequences on public health.

Warehouses generate smog-causing nitrogen oxides and diesel particulate matter pollution, which are linked to health problems including respiratory conditions. Specifically, the U.S. Environmental Protection Agency ("EPA") indicates that ozone, the main ingredient in "smog," can cause aggravating lung diseases and increasing the frequency of asthma attacks. The U.S. EPA states:

> "Children are at greatest risk from exposure to ozone because their lungs are still developing and they are more likely to be active outdoors when ozone levels are high, which increases their exposure. Children are also more likely than adults to have asthma." [19]

Furthermore, regarding the increased sensitivity of early-life exposures to inhaled pollutants, the California Air Resources Board ("CARB") states:

> "Children are often at greater risk from inhaled pollutants, due to the following reasons:
>
> - Children have unique activity patterns and behavior. For example, they crawl and play on the ground, amidst dirt and dust that may carry a wide variety of toxicants. They often put their hands, toys, and other items into their mouths, ingesting harmful substances. Compared to adults, children typically spend more time outdoors and are more physically active. Time outdoors coupled with faster breathing during exercise increases children's relative exposure to air pollution.
> - Children are physiologically unique. Relative to body size, children eat, breathe, and drink more than adults, and their natural biological defenses are less developed. The protective barrier surrounding the brain is not fully developed, and children's nasal passages aren't as effective at filtering out pollutants. Developing lungs, immune, and metabolic systems are also at risk.
> - Children are particularly susceptible during development. Environmental exposures during fetal development, the first few years of life, and puberty have the greatest potential to influence later growth and development." [20]

A Stanford-led study also reveals that children exposed to high levels of air pollution are more susceptible to respiratory and cardiovascular diseases in adulthood.[21] Thus, given children's higher propensity to succumb to the negative health impacts of air pollutants, and as warehouses release more

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[19] "Health Effects of Ozone Pollution." U.S. EPA, May 2021, *available at:* https://www.epa.gov/ground-level-ozone-pollution/health-effects-ozone-pollution.

[20] "Children and Air Pollution." California Air Resources Board (CARB), *available at:* https://ww2.arb.ca.gov/resources/documents/children-and-air-pollution.

[21] "Air pollution puts children at higher risk of disease in adulthood, according to Stanford researchers and others." Stanford, February 2021, *available at:* https://news.stanford.edu/2021/02/22/air-pollution-impacts-childrens-health/.

smog-forming pollution than any other sector, it is necessary to evaluate the specific health risk that warehouses pose to children in the nearby community.

According to the above-mentioned study by the People's Collective for Environmental Justice and University of Redlands, there are 640 schools in the South Coast Air Basin that are located within half a mile of a large warehouse, most of them in socio-economically disadvantaged areas.[22] Regarding the proposed Project itself, the IS/MND indicates that several schools are located within the immediate vicinity of the Project site, stating:

> "The Project Site is located approximately 0.85 miles west of 135th Street Elementary School, approximately 0.83 miles east of Purchee Avenue Elementary School, and approximately 0.73 miles east of Maria Regina School" (p. 71, 72).

As demonstrated above, three schools are located within 1-mile of the Project site. This poses a significant threat because, as outlined above, children are a vulnerable population that are especially susceptible to the damaging side effects of air pollution. As such, the Project would have detrimental short-term and long-term health impacts on local children if approved.

An EIR should be prepared to evaluate the disproportionate impacts of the proposed warehouse on the community adjacent to the Project, including an analysis of the impact on children and people of color who live and attend school in the surrounding area. Finally, in order to evaluate the cumulative air quality impact from the several warehouse projects proposed or built in a one-mile radius of the Project site, the EIR should prepare a cumulative health risk assessment ("HRA") to quantify the adverse health outcome from the effects of exposure to multiple warehouses in the immediate area in conjunction with the poor ambient air quality in the Project's census tract.

Diesel Particulate Matter Emissions Inadequately Evaluated

The IS/MND concludes that the Project would have a less-than-significant health risk impact without conducting a quantified construction or operational health risk analysis ("HRA"). Regarding the health risk impacts associated with the Project, the IS/MND states:

> "Relative to Localized Significance Thresholds, project construction emissions would not exceed these LST thresholds. On-site construction associated with Project construction would not result in a significant impact to sensitive receptors. In addition to the potential for localized impacts described previously, construction has the potential to result in DPM emissions. The Project would result in a short-term addition of truck trips occurring over a few months. However, the Project Site is currently a source of truck trips, so the net change in trips during the construction period would not be substantial as there are existing truck trips currently. Total construction emissions would be below SCAQMD significance thresholds for particulate matter. Construction

[22] "Warehouses, Pollution, and Social Disparities: An analytical view of the logistics industry's impacts on environmental justice communities across Southern California." People's Collective for Environmental Justice, April 2021, *available at:* https://earthjustice.org/sites/default/files/files/warehouse_research_report_4.15.2021.pdf, p. 4.

> associated with implementation of the Project would not result in a significant impact to sensitive receptors related to DPM" (p. 42).

As demonstrated above, the IS/MND states that the Project's construction-related health risk impact is less-than-significant as emissions do not exceed SCAQMD Localized Significance Thresholds ("LSTs"). Furthermore, regarding the project's potential operational health risk impacts, the IS/MND states:

> "Regarding sensitive receptors, the Project Site is currently developed with industrial uses in an existing industrial area. Operation of the Project would be similar to existing conditions. As shown previously in Table 5, the project would result in a net decrease in vehicle emissions compared to existing site operations. Therefore, the Project does not propose any new facilities that would require a health risk assessment for sensitive receptors" (p. 42).

As demonstrated above, the IS/MND states that the Project would result in a less-than-significant operational health risk impact because the proposed facilities are not substantial sources of DPM emissions. However, the IS/MND's evaluation of the Project's potential health risk impacts, as well as the subsequent less-than-significant impact conclusion, is incorrect for three reasons.

First, the use of a LST analysis to determine the health risk impacts posed to nearby, existing sensitive receptors as a result of the Project's construction-related TAC emissions is incorrect. While the LST method assesses the impact of pollutants at a local level, it only evaluates impacts from criteria air pollutants. According to the *Final Localized Significance Threshold Methodology* document prepared by the South Coast Air Quality Management District ("SCAQMD"), LST analyses are only applicable to NO_x, CO, PM_{10}, and $PM_{2.5}$ emissions, which are collectively referred to as criteria air pollutants.[23] Because LST methods can only be applied to criteria air pollutants, they cannot be used to determine whether emissions from TACs, specifically DPM, a known human carcinogen, would result in a significant health risk impact to nearby sensitive receptors. As a result, health impacts during Project construction from exposure to TACs, such as DPM, were not analyzed, thus leaving a gap in the IS/MND's analysis.

Second, by failing to prepare a quantified construction and operational HRA, the Project is inconsistent with CEQA's requirement to make "a reasonable effort to substantively connect a project's air quality impacts to likely health consequences." [24] This poses a problem, as according to the IS/MND, construction of the Project would produce DPM emissions through the exhaust stacks of construction equipment over a duration of approximately 12 to 14 months (p. 3). According to the Transportation Impact Analysis ("TIA"), operation of the Project is anticipated to generate 967 daily vehicle trips, which would produce additional exhaust emissions and continue to expose nearby, existing sensitive receptors to DPM emissions (Appendix A, pp. 9). However, the IS/MND fails to evaluate the TAC emissions associated with Project construction and operation or indicate the concentrations at which such pollutants would trigger adverse health effects. Thus, without making a reasonable effort to connect the

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[23] "Final Localized Significance Threshold Methodology." South Coast Air Quality Management District (SCAQMD), Revised July 2008, *available at:* http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/final-lst-methodology-document.pdf.

[24] "Sierra Club v. County of Fresno." Supreme Court of California, December 2018, a*vailable at:* https://ceqaportal.org/decisions/1907/Sierra%20Club%20v.%20County%20of%20Fresno.pdf.

Project's TAC emissions to the potential health risks posed to nearby receptors, the IS/MND is inconsistent with CEQA's requirement to correlate Project-generated emissions with potential adverse impacts on human health.

Third, the State of California Department of Justice recommends that warehouse projects prepare a quantitative HRA pursuant to the Office of Environmental Health Hazard Assessment ("OEHHA"), the organization responsible for providing guidance on conducting HRAs in California, as well as local air district guidelines.[25] OEHHA released its most recent *Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments* in February 2015. This guidance document describes the types of projects that warrant the preparation of an HRA. Specifically, OEHHA recommends that all short-term projects lasting at least 2 months assess cancer risks.[26] Furthermore, according to OEHHA:

> "Exposure from projects lasting more than 6 months should be evaluated for the duration of the project. In all cases, for assessing risk to residential receptors, the exposure should be assumed to start in the third trimester to allow for the use of the ASFs (OEHHA, 2009)."[27]

Thus, as the Project's anticipated construction duration exceeds the 2-month and 6-month requirements set forth by OEHHA, construction of the Project meets the threshold warranting a quantified HRA under OEHHA guidance and should be evaluated for the entire 12-month construction period. Furthermore, OEHHA recommends that an exposure duration of 30 years should be used to estimate the individual cancer risk at the maximally exposed individual resident ("MEIR").[28] While the IS/MND fails to provide the expected lifetime of the proposed Project, we can reasonably assume that the Project would operate for at least 30 years, if not more. Therefore, operation of the Project also exceeds the 2-month and 6-month requirements set forth by OEHHA and should be evaluated for the entire 30-year residential exposure duration, as indicated by OEHHA guidance. These recommendations reflect the most recent state health risk policies, and as such, an EIR should be prepared to include an analysis of health risk impacts posed to nearby sensitive receptors from Project-generated DPM emissions.

Fourth, by claiming a less-than-significant impact without conducting a quantified construction or operational HRA for nearby, existing sensitive receptors, the IS/MND fails to compare the Project's excess cancer risk to the SCAQMD's specific numeric threshold of 10 in one million.[29] Thus, in

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[25] "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act." State of California Department of Justice, *available at*: https://oag.ca.gov/sites/all/files/agweb/pdfs/environment/warehouse-best-practices.pdf, p. 6.
[26] "Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, *available at:* https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 8-18.
[27] "Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, *available at:* https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 8-18.
[28] "Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, *available at:* https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 2-4.
[29] "South Coast AQMD Air Quality Significance Thresholds." SCAQMD, April 2019, *available at:* http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf.

accordance with the most relevant guidance, an assessment of the health risk posed to nearby, existing receptors as a result of Project construction and operation should be conducted.

Screening-Level Analysis Demonstrates Potentially Significant Health Risk Impact

In order to conduct our screening-level risk assessment we relied upon AERSCREEN, which is a screening level air quality dispersion model.[30] As discussed above, the model replaced SCREEN3, and AERSCREEN is included in the OEHHA and the California Air Pollution Control Officers Associated ("CAPCOA") guidance as the appropriate air dispersion model for Level 2 health risk screening assessments ("HRSAs").[31, 32] A Level 2 HRSA utilizes a limited amount of site-specific information to generate maximum reasonable downwind concentrations of air contaminants to which nearby sensitive receptors may be exposed. If an unacceptable air quality hazard is determined to be possible using AERSCREEN, a more refined modeling approach is required prior to approval of the Project.

We prepared a preliminary HRA of the Project's construction and operational health risk impact to residential sensitive receptors using the annual PM_{10} exhaust estimates from the IS/MND's CalEEMod output files. Consistent with recommendations set forth by OEHHA, we assumed residential exposure begins during the third trimester stage of life.[33] The IS/MND's CalEEMod model indicates that construction activities will generate approximately 211 pounds of DPM over the 514-day construction period.[34] The AERSCREEN model relies on a continuous average emission rate to simulate maximum downward concentrations from point, area, and volume emission sources. To account for the variability in equipment usage and truck trips over Project construction, we calculated an average DPM emission rate by the following equation:

$$Emission\ Rate\ \left(\frac{grams}{second}\right) = \frac{210.9\ lbs}{514\ days} \times \frac{453.6\ grams}{lbs} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{3{,}600\ seconds} = \mathbf{0.00215\ g/s}$$

Using this equation, we estimated a construction emission rate of 0.00215 grams per second ("g/s"). Subtracting the 514-day construction period from the total residential duration of 30 years, we assumed that after Project construction, the sensitive receptor would be exposed to the Project's operational DPM for an additional 28.59 years. The IS/MND's operational CalEEMod emissions indicate that operational activities will generate approximately 3 net pounds of DPM per year throughout operation. Applying the same equation used to estimate the construction DPM rate, we estimated the following emission rate for Project operation:

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[30] "AERSCREEN Released as the EPA Recommended Screening Model," U.S. EPA, April 2011, *available at:* http://www.epa.gov/ttn/scram/guidance/clarification/20110411_AERSCREEN_Release_Memo.pdf

[31] "Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, *available at:* https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf.

[32] "Health Risk Assessments for Proposed Land Use Projects." CAPCOA, July 2009, *available at:* http://www.capcoa.org/wp-content/uploads/2012/03/CAPCOA_HRA_LU_Guidelines_8-6-09.pdf.

[33] "Risk Assessment Guidelines: Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, *available at:* https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 8-18.

[34] See Attachment A for health risk calculations.

$$Emission\ Rate\ \left(\frac{grams}{second}\right) = \frac{3.0\ lbs}{365\ days} \times \frac{453.6\ grams}{lbs} \times \frac{1\ day}{24\ hours} \times \frac{1\ hour}{3{,}600\ seconds} = \mathbf{0.0000432\ g/s}$$

Using this equation, we estimated an operational emission rate of 0.0000432 g/s. Construction and operation were simulated as an 8.46-acre rectangular area source in AERSCREEN, with approximate dimensions of 262- by 131-meters. A release height of three meters was selected to represent the height of stacks of operational equipment and other heavy-duty vehicles, and an initial vertical dimension of one and a half meters was used to simulate instantaneous plume dispersion upon release. An urban meteorological setting was selected with model-default inputs for wind speed and direction distribution. The population of Gardena was obtained from U.S. 2020 Census data.[35]

The AERSCREEN model generates maximum reasonable estimates of single-hour DPM concentrations from the Project Site. The United States Environmental Protection Agency ("U.S. EPA") suggests that the annualized average concentration of an air pollutant be estimated by multiplying the single-hour concentration by 10% in screening procedures.[36] According to the IS/MND the nearest sensitive receptors are residential uses located 350 feet, or 107 meters from the Project site (p. 1). However, review of the AERSCREEN output files demonstrates that the MEIR is located approximately 125 meters from the Project site. Thus, the single-hour concentration estimated by AERSCREEN for Project construction is 2.457 µg/m^3 DPM at approximately 125 meters downwind. Multiplying this single-hour concentration by 10%, we get an annualized average concentration of 0.2457 µg/m^3 for Project construction at the MEIR. For Project operation, the single-hour concentration estimated by AERSCREEN is 0.04921 µg/m^3 DPM at approximately 125 meters downwind. Multiplying this single-hour concentration by 10%, we get an annualized average concentration of 0.004921 µg/m^3 for Project operation at the MEIR.

We calculated the excess cancer risk to the MEIR using applicable HRA methodologies prescribed by OEHHA, as recommended by SCAQMD.[37] Specifically, guidance from OEHHA and the CARB recommends the use of a standard point estimate approach, including high-point estimate (i.e. 95th percentile) breathing rates and age sensitivity factors ("ASF") in order to account for the increased sensitivity to carcinogens during early-in-life exposure and accurately assess risk for susceptible subpopulations such as children. The residential exposure parameters, such as the daily breathing rates ("BR/BW"), exposure duration ("ED"), age sensitivity factors ("ASF"), fraction of time at home ("FAH"), and exposure frequency ("EF") utilized for the various age groups in our screening-level HRA are as follows:

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[35] "Los Angeles." U.S. Census Bureau, 2020, *available at:* https://datacommons.org/place/geoId/0644000.
[36] "Screening Procedures for Estimating the Air Quality Impact of Stationary Sources Revised." U.S. EPA, October 1992, *available at:* http://www.epa.gov/ttn/scram/guidance/guide/EPA-454R-92-019_OCR.pdf.
[37] "AB 2588 and Rule 1402 Supplemental Guidelines." SCAQMD, October 2020, *available at:* http://www.aqmd.gov/docs/default-source/planning/risk-assessment/ab-2588-supplemental-guidelines.pdf?sfvrsn=19, p. 2.

Exposure Assumptions for Residential Individual Cancer Risk						
Age Group	**Breathing Rate** (L/kg-day)[38]	**Age Sensitivity Factor**[39]	**Exposure Duration** (years)	**Fraction of Time at Home**[40]	**Exposure Frequency** (days/year)[41]	**Exposure Time** (hours/day)
3rd Trimester	361	10	0.25	1	350	24
Infant (0 - 2)	1090	10	2	1	350	24
Child (2 - 16)	572	3	14	1	350	24
Adult (16 - 30)	261	1	14	0.73	350	24

For the inhalation pathway, the procedure requires the incorporation of several discrete variates to effectively quantify dose for each age group. Once determined, contaminant dose is multiplied by the cancer potency factor ("CPF") in units of inverse dose expressed in milligrams per kilogram per day (mg/kg/day^{-1}) to derive the cancer risk estimate. Therefore, to assess exposures, we utilized the following dose algorithm:

$$Dose_{AIR,per\ age\ group} = C_{air} \times EF \times \left[\frac{BR}{BW}\right] \times A \times CF$$

where:

$Dose_{AIR}$ = dose by inhalation (mg/kg/day), per age group
C_{air} = concentration of contaminant in air (µg/m3)
EF = exposure frequency (number of days/365 days)
BR/BW = daily breathing rate normalized to body weight (L/kg/day)
A = inhalation absorption factor (default = 1)
CF = conversion factor (1x10-6, µg to mg, L to m3)

To calculate the overall cancer risk, we used the following equation for each appropriate age group:

$$Cancer\ Risk_{AIR} = Dose_{AIR} \times CPF \times ASF \times FAH \times \frac{ED}{AT}$$

[38] "Supplemental Guidelines for Preparing Risk Assessments for the Air Toxics 'Hot Spots' Information and Assessment Act." SCAQMD, October 2020, available at: http://www.aqmd.gov/docs/default-source/planning/risk-assessment/ab-2588-supplemental-guidelines.pdf?sfvrsn=19, p. 19; see also "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf.
[39] "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 8-5 Table 8.3.
[40] "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 5-24.
[41] "Risk Assessment Guidelines Guidance Manual for Preparation of Health Risk Assessments." OEHHA, February 2015, available at: https://oehha.ca.gov/media/downloads/crnr/2015guidancemanual.pdf, p. 5-24.

where:

$Dose_{AIR}$ = dose by inhalation (mg/kg/day), per age group
CPF = cancer potency factor, chemical-specific $(mg/kg/day)^{-1}$
ASF = age sensitivity factor, per age group
FAH = fraction of time at home, per age group (for residential receptors only)
ED = exposure duration (years)
AT = averaging time period over which exposure duration is averaged (always 70 years)

Consistent with the 514-day construction schedule, the annualized average concentration for construction was used for the entire third trimester of pregnancy (0.25 years), and the first 1.16 years of the infantile stage of life (0 – 2 years). The annualized average concentration for operation was used for the remainder of the 30-year exposure period, which makes up the latter 0.84 years of the infantile stage of life, as well as the entire child (2 – 16) and adult (16 – 30 years) stages of life. The results of our calculations are shown in the table below.

The Maximally Exposed Individual at an Existing Residential Receptor

Age Group	**Emissions Source**	**Duration** (years)	**Concentration** (ug/m3)	**Cancer Risk**
3rd Trimester	Construction	0.25	0.2457	3.34E-06
	Construction	*1.16*	*0.2457*	*4.67E-05*
	Operation	*0.84*	*0.0049*	*6.80E-07*
Infant (0 - 2)	Total	2		4.74E-05
Child (2 - 16)	Operation	14	0.0049	1.78E-06
Adult (16 - 30)	Operation	14	0.0049	1.98E-07
Lifetime		**30**		**5.27E-05**

As demonstrated in the table above, the excess cancer risks for the 3rd trimester of pregnancy, infants, children, and adults at the MEIR located approximately 125 meters away, over the course of Project construction and operation, are approximately 3.34, 47.4, 1.78, and 0.198 in one million, respectively. The excess cancer risk over the course of a residential lifetime (30 years) is approximately 52.7 in one million. The infant and lifetime cancer risks exceed the SCAQMD threshold of 10 in one million, thus resulting in a potentially significant impact not previously addressed or identified by the IS/MND.

Our analysis represents a screening-level HRA, which is known to be conservative and tends to err on the side of health protection. The purpose of the screening-level HRA is to demonstrate the potential link between Project-generated emissions and adverse health risk impacts. According to the U.S. EPA:

> "EPA's Exposure Assessment Guidelines recommend completing exposure assessments iteratively using a tiered approach to 'strike a balance between the costs of adding detail and refinement to an assessment and the benefits associated with that additional refinement' (U.S. EPA, 1992).
>
> In other words, an assessment using basic tools (e.g., simple exposure calculations, default values, rules of thumb, conservative assumptions) can be conducted as the first phase (or tier) of the overall assessment (i.e., a screening-level assessment).
>
> The exposure assessor or risk manager can then determine whether the results of the screening-level assessment warrant further evaluation through refinements of the input data and exposure assumptions or by using more advanced models."

As demonstrated above, screening-level analyses warrant further evaluation in a refined modeling approach. Thus, as our screening-level HRA demonstrates that construction and operation of the Project could result in a potentially significant health risk impact, an EIR should be prepared to include a refined health risk analysis which adequately and accurately evaluates health risk impacts associated with both Project construction and operation.

Mitigation

Feasible Mitigation Measures Available to Reduce Emissions

The IS/MND's analysis demonstrates that the Project would result in potentially significant air quality and health risk impacts that should be mitigated further. In an effort to reduce the Project's emissions, we identified several mitigation measures that are applicable to the proposed Project. Feasible mitigation measures can be found in the Department of Justice Warehouse Project Best Practices document.[42] Therefore, to reduce the Project's emissions, consideration of the following measures should be made:

- Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier IV-compliant engines or better, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.
- Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.
- Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.
- Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.
- Limiting the amount of daily grading disturbance area.

[42] "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act." State of California Department of Justice.

- Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.
- Forbidding idling of heavy equipment for more than two minutes.
- Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
- Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.
- Using paints, architectural coatings, and industrial maintenance coatings that have volatile organic compound levels of less than 10 g/L.
- Providing information on transit and ridesharing programs and services to construction employees.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.
- Requiring that all facility-owned and operated fleet equipment with a gross vehicle weight rating greater than 14,000 pounds accessing the site meet or exceed 2010 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Facility operators shall maintain records on-site demonstrating compliance with this requirement and shall make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring all heavy-duty vehicles entering or operated on the project site to be zero-emission beginning in 2030.
- Requiring on-site equipment, such as forklifts and yard trucks, to be electric with the necessary electrical charging stations provided.
- Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.
- Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.
- Posting both interior- and exterior-facing signs, including signs directed at all dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the air district, and the building manager.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, air filtration systems at sensitive receptors within a certain radius of facility for the life of the project.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.

- Constructing electric truck charging stations proportional to the number of dock doors at the project.
- Constructing electric plugs for electric transport refrigeration units at every dock door, if the warehouse use could include refrigeration.
- Constructing electric light-duty vehicle charging stations proportional to the number of parking spaces at the project.
- Installing solar photovoltaic systems on the project site of a specified electrical generation capacity, such as equal to the building's projected energy needs.
- Requiring all stand-by emergency generators to be powered by a non-diesel fuel.
- Requiring facility operators to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks.
- Requiring operators to establish and promote a rideshare program that discourages single-occupancy vehicle trips and provides financial incentives for alternate modes of transportation, including carpooling, public transit, and biking.
- Meeting CalGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking.
- Achieving certification of compliance with LEED green building standards.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations.
- Posting signs at every truck exit driveway providing directional information to the truck route.
- Improving and maintaining vegetation and tree canopy for residents in and around the project area.
- Requiring that every tenant train its staff in charge of keeping vehicle records in diesel technologies and compliance with CARB regulations, by attending CARB-approved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants to use carriers that are SmartWay carriers.
- Providing tenants with information on incentive programs, such as the Carl Moyer Program and Voucher Incentive Program, to upgrade their fleets.

These measures offer a cost-effective, feasible way to incorporate lower-emitting design features into the proposed Project, which subsequently, reduce emissions released during Project construction and operation. An EIR should be prepared to include all feasible mitigation measures, as well as include updated air quality and health risk analyses to ensure that the necessary mitigation measures are implemented to reduce emissions to below thresholds. The EIR should also demonstrate a commitment to the implementation of these measures prior to Project approval, to ensure that the Project's significant emissions are reduced to the maximum extent possible.

Disclaimer

SWAPE has received limited discovery regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of

care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,

Matt Hagemann, P.G., C.Hg.

Paul E. Rosenfeld, Ph.D.

Attachment A: Updated CalEEMod Output Files
Attachment B: Health Risk Calculations
Attachment C: AERSCREEN Output Files
Attachment D: Matt Hagemann CV
Attachment E: Paul Rosenfeld CV

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Hitco Proposed

Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	10.00	1000sqft	0.23	10,000.00	0
Manufacturing	180.86	1000sqft	4.15	180,860.00	0
Parking Lot	4.08	Acre	4.08	177,724.80	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	8			**Operational Year**	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Consistent with the IS/MND's model.

Land Use - Consistent with the IS/MND's model.

Construction Phase - See SWAPE comment on "Unsubstantiated Change to Individual Construction Phase Length."

Grading - See SWAPE comments on "Unsubstantiated Reduction to Acres of Grading Value" and "Failure to Include Material Export."

Demolition - See SWAPE comment on "Failure to Model All Required Demolition."

Vehicle Trips - Consistent with the IS/MND's model.

Construction Off-road Equipment Mitigation - Consistent with the IS/MND's model.

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblGrading	MaterialExported	0.00	17,721.00
tblVehicleTrips	ST_TR	2.21	10.84
tblVehicleTrips	ST_TR	6.42	4.75
tblVehicleTrips	SU_TR	0.70	10.84
tblVehicleTrips	SU_TR	5.09	4.75
tblVehicleTrips	WD_TR	9.74	10.84
tblVehicleTrips	WD_TR	3.93	4.75

2.0 Emissions Summary

Hitco Proposed - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.2817	2.5829	2.8640	7.5000e-003	0.5679	0.1013	0.6693	0.1751	0.0950	0.2701	0.0000	684.9136	684.9136	0.0947	0.0368	698.2317
2024	0.9477	0.2706	0.3985	8.2000e-004	0.0257	0.0117	0.0374	6.9100e-003	0.0109	0.0178	0.0000	73.8110	73.8110	0.0129	1.9700e-003	74.7203
Maximum	**0.9477**	**2.5829**	**2.8640**	**7.5000e-003**	**0.5679**	**0.1013**	**0.6693**	**0.1751**	**0.0950**	**0.2701**	**0.0000**	**684.9136**	**684.9136**	**0.0947**	**0.0368**	**698.2317**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.2817	2.5829	2.8640	7.5000e-003	0.5679	0.1013	0.6693	0.1751	0.0950	0.2701	0.0000	684.9133	684.9133	0.0947	0.0368	698.2313
2024	0.9477	0.2706	0.3985	8.2000e-004	0.0257	0.0117	0.0374	6.9100e-003	0.0109	0.0178	0.0000	73.8109	73.8109	0.0129	1.9700e-003	74.7202
Maximum	**0.9477**	**2.5829**	**2.8640**	**7.5000e-003**	**0.5679**	**0.1013**	**0.6693**	**0.1751**	**0.0950**	**0.2701**	**0.0000**	**684.9133**	**684.9133**	**0.0947**	**0.0368**	**698.2313**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	**1-2-2023**	**4-1-2023**	0.9619	0.9619
2	**4-2-2023**	**7-1-2023**	0.6229	0.6229
3	**7-2-2023**	**10-1-2023**	0.6298	0.6298
4	**10-2-2023**	**1-1-2024**	0.6352	0.6352
5	**1-2-2024**	**4-1-2024**	1.1991	1.1991
		Highest	1.1991	1.1991

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.7923	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Energy	0.0207	0.1885	0.1583	1.1300e-003		0.0143	0.0143		0.0143	0.0143	0.0000	505.4054	505.4054	0.0293	6.8300e-003	508.1735
Mobile	0.5876	0.7142	6.5135	0.0147	1.5605	0.0106	1.5711	0.4163	9.8800e-003	0.4262	0.0000	1,380.2635	1,380.2635	0.0886	0.0568	1,399.3912
Waste						0.0000	0.0000		0.0000	0.0000	47.4126	0.0000	47.4126	2.8020	0.0000	117.4627
Water						0.0000	0.0000		0.0000	0.0000	13.8327	102.8310	116.6636	1.4294	0.0346	162.7097
Total	**1.4006**	**0.9027**	**6.6743**	**0.0158**	**1.5605**	**0.0250**	**1.5855**	**0.4163**	**0.0242**	**0.4405**	**61.2453**	**1,988.5047**	**2,049.7500**	**4.3493**	**0.0982**	**2,187.7423**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.7923	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Energy	0.0207	0.1885	0.1583	1.1300e-003		0.0143	0.0143		0.0143	0.0143	0.0000	505.4054	505.4054	0.0293	6.8300e-003	508.1735
Mobile	0.5876	0.7142	6.5135	0.0147	1.5605	0.0106	1.5711	0.4163	9.8800e-003	0.4262	0.0000	1,380.2635	1,380.2635	0.0886	0.0568	1,399.3912
Waste						0.0000	0.0000		0.0000	0.0000	47.4126	0.0000	47.4126	2.8020	0.0000	117.4627
Water						0.0000	0.0000		0.0000	0.0000	13.8327	102.8310	116.6636	1.4294	0.0346	162.7097
Total	**1.4006**	**0.9027**	**6.6743**	**0.0158**	**1.5605**	**0.0250**	**1.5855**	**0.4163**	**0.0242**	**0.4405**	**61.2453**	**1,988.5047**	**2,049.7500**	**4.3493**	**0.0982**	**2,187.7423**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	1/2/2023	1/27/2023	5	20	
2	Site Preparation	Site Preparation	1/28/2023	2/10/2023	5	10	
3	Grading	Grading	2/11/2023	3/10/2023	5	20	

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4	Building Construction	Building Construction	3/11/2023	1/26/2024	5	230	
5	Paving	Paving	1/27/2024	2/23/2024	5	20	
6	Architectural Coating	Architectural Coating	2/24/2024	3/22/2024	5	20	

Acres of Grading (Site Preparation Phase): 15

Acres of Grading (Grading Phase): 20

Acres of Paving: 4.08

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 286,290; Non-Residential Outdoor: 95,430; Striped Parking Area: 10,663 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	7.00	231	0.29
Demolition	Excavators	3	8.00	158	0.38
Grading	Excavators	1	8.00	158	0.38
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Graders	1	8.00	187	0.41
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	1,349.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	2,215.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	154.00	60.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	31.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

3.2 Demolition - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1460	0.0000	0.1460	0.0221	0.0000	0.0221	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0227	0.2148	0.1964	3.9000e-004		9.9800e-003	9.9800e-003		9.2800e-003	9.2800e-003	0.0000	33.9921	33.9921	9.5200e-003	0.0000	34.2301
Total	**0.0227**	**0.2148**	**0.1964**	**3.9000e-004**	**0.1460**	**9.9800e-003**	**0.1560**	**0.0221**	**9.2800e-003**	**0.0314**	**0.0000**	**33.9921**	**33.9921**	**9.5200e-003**	**0.0000**	**34.2301**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.4200e-003	0.0928	0.0236	3.9000e-004	0.0116	5.6000e-004	0.0122	3.1900e-003	5.3000e-004	3.7200e-003	0.0000	39.3415	39.3415	2.1700e-003	6.2500e-003	41.2575
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.8000e-004	3.8000e-004	5.1200e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.3248	1.3248	3.0000e-005	3.0000e-005	1.3358
Total	**1.9000e-003**	**0.0931**	**0.0287**	**4.0000e-004**	**0.0133**	**5.7000e-004**	**0.0138**	**3.6300e-003**	**5.4000e-004**	**4.1700e-003**	**0.0000**	**40.6663**	**40.6663**	**2.2000e-003**	**6.2800e-003**	**42.5932**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1460	0.0000	0.1460	0.0221	0.0000	0.0221	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0227	0.2148	0.1964	3.9000e-004		9.9800e-003	9.9800e-003		9.2800e-003	9.2800e-003	0.0000	33.9920	33.9920	9.5200e-003	0.0000	34.2300
Total	**0.0227**	**0.2148**	**0.1964**	**3.9000e-004**	**0.1460**	**9.9800e-003**	**0.1560**	**0.0221**	**9.2800e-003**	**0.0314**	**0.0000**	**33.9920**	**33.9920**	**9.5200e-003**	**0.0000**	**34.2300**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.4200e-003	0.0928	0.0236	3.9000e-004	0.0116	5.6000e-004	0.0122	3.1900e-003	5.3000e-004	3.7200e-003	0.0000	39.3415	39.3415	2.1700e-003	6.2500e-003	41.2575
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.8000e-004	3.8000e-004	5.1200e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.3248	1.3248	3.0000e-005	3.0000e-005	1.3358
Total	**1.9000e-003**	**0.0931**	**0.0287**	**4.0000e-004**	**0.0133**	**5.7000e-004**	**0.0138**	**3.6300e-003**	**5.4000e-004**	**4.1700e-003**	**0.0000**	**40.6663**	**40.6663**	**2.2000e-003**	**6.2800e-003**	**42.5932**

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0983	0.0000	0.0983	0.0505	0.0000	0.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0133	0.1376	0.0912	1.9000e-004		6.3300e-003	6.3300e-003		5.8200e-003	5.8200e-003	0.0000	16.7254	16.7254	5.4100e-003	0.0000	16.8606
Total	**0.0133**	**0.1376**	**0.0912**	**1.9000e-004**	**0.0983**	**6.3300e-003**	**0.1046**	**0.0505**	**5.8200e-003**	**0.0563**	**0.0000**	**16.7254**	**16.7254**	**5.4100e-003**	**0.0000**	**16.8606**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.9000e-004	2.3000e-004	3.0700e-003	1.0000e-005	9.9000e-004	1.0000e-005	9.9000e-004	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.7949	0.7949	2.0000e-005	2.0000e-005	0.8015
Total	**2.9000e-004**	**2.3000e-004**	**3.0700e-003**	**1.0000e-005**	**9.9000e-004**	**1.0000e-005**	**9.9000e-004**	**2.6000e-004**	**1.0000e-005**	**2.7000e-004**	**0.0000**	**0.7949**	**0.7949**	**2.0000e-005**	**2.0000e-005**	**0.8015**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0983	0.0000	0.0983	0.0505	0.0000	0.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0133	0.1376	0.0912	1.9000e-004		6.3300e-003	6.3300e-003		5.8200e-003	5.8200e-003	0.0000	16.7253	16.7253	5.4100e-003	0.0000	16.8606
Total	**0.0133**	**0.1376**	**0.0912**	**1.9000e-004**	**0.0983**	**6.3300e-003**	**0.1046**	**0.0505**	**5.8200e-003**	**0.0563**	**0.0000**	**16.7253**	**16.7253**	**5.4100e-003**	**0.0000**	**16.8606**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.9000e-004	2.3000e-004	3.0700e-003	1.0000e-005	9.9000e-004	1.0000e-005	9.9000e-004	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.7949	0.7949	2.0000e-005	2.0000e-005	0.8015
Total	**2.9000e-004**	**2.3000e-004**	**3.0700e-003**	**1.0000e-005**	**9.9000e-004**	**1.0000e-005**	**9.9000e-004**	**2.6000e-004**	**1.0000e-005**	**2.7000e-004**	**0.0000**	**0.7949**	**0.7949**	**2.0000e-005**	**2.0000e-005**	**0.8015**

3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0718	0.0000	0.0718	0.0344	0.0000	0.0344	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0171	0.1794	0.1475	3.0000e-004		7.7500e-003	7.7500e-003		7.1300e-003	7.1300e-003	0.0000	26.0606	26.0606	8.4300e-003	0.0000	26.2713
Total	**0.0171**	**0.1794**	**0.1475**	**3.0000e-004**	**0.0718**	**7.7500e-003**	**0.0796**	**0.0344**	**7.1300e-003**	**0.0415**	**0.0000**	**26.0606**	**26.0606**	**8.4300e-003**	**0.0000**	**26.2713**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.3400e-003	0.1523	0.0388	6.5000e-004	0.0191	9.1000e-004	0.0200	5.2300e-003	8.7000e-004	6.1100e-003	0.0000	64.5971	64.5971	3.5600e-003	0.0103	67.7430
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.8000e-004	3.8000e-004	5.1200e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.3248	1.3248	3.0000e-005	3.0000e-005	1.3358
Total	**2.8200e-003**	**0.1527**	**0.0439**	**6.6000e-004**	**0.0207**	**9.2000e-004**	**0.0216**	**5.6700e-003**	**8.8000e-004**	**6.5600e-003**	**0.0000**	**65.9218**	**65.9218**	**3.5900e-003**	**0.0103**	**69.0787**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0718	0.0000	0.0718	0.0344	0.0000	0.0344	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0171	0.1794	0.1475	3.0000e-004		7.7500e-003	7.7500e-003		7.1300e-003	7.1300e-003	0.0000	26.0606	26.0606	8.4300e-003	0.0000	26.2713
Total	**0.0171**	**0.1794**	**0.1475**	**3.0000e-004**	**0.0718**	**7.7500e-003**	**0.0796**	**0.0344**	**7.1300e-003**	**0.0415**	**0.0000**	**26.0606**	**26.0606**	**8.4300e-003**	**0.0000**	**26.2713**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.3400e-003	0.1523	0.0388	6.5000e-004	0.0191	9.1000e-004	0.0200	5.2300e-003	8.7000e-004	6.1100e-003	0.0000	64.5971	64.5971	3.5600e-003	0.0103	67.7430
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.8000e-004	3.8000e-004	5.1200e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.3248	1.3248	3.0000e-005	3.0000e-005	1.3358
Total	**2.8200e-003**	**0.1527**	**0.0439**	**6.6000e-004**	**0.0207**	**9.2000e-004**	**0.0216**	**5.6700e-003**	**8.8000e-004**	**6.5600e-003**	**0.0000**	**65.9218**	**65.9218**	**3.5900e-003**	**0.0103**	**69.0787**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1651	1.5104	1.7056	2.8300e-003		0.0735	0.0735		0.0691	0.0691	0.0000	243.3950	243.3950	0.0579	0.0000	244.8425
Total	**0.1651**	**1.5104**	**1.7056**	**2.8300e-003**		**0.0735**	**0.0735**		**0.0691**	**0.0691**	**0.0000**	**243.3950**	**243.3950**	**0.0579**	**0.0000**	**244.8425**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.1200e-003	0.2539	0.0950	1.1700e-003	0.0397	1.2200e-003	0.0409	0.0115	1.1700e-003	0.0126	0.0000	114.5480	114.5480	3.8300e-003	0.0165	119.5563
Worker	0.0513	0.0408	0.5524	1.5400e-003	0.1772	1.0900e-003	0.1783	0.0471	1.0000e-003	0.0481	0.0000	142.8096	142.8096	3.7500e-003	3.6700e-003	143.9975
Total	**0.0585**	**0.2947**	**0.6475**	**2.7100e-003**	**0.2169**	**2.3100e-003**	**0.2192**	**0.0585**	**2.1700e-003**	**0.0607**	**0.0000**	**257.3576**	**257.3576**	**7.5800e-003**	**0.0202**	**263.5538**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1651	1.5104	1.7056	2.8300e-003		0.0735	0.0735		0.0691	0.0691	0.0000	243.3947	243.3947	0.0579	0.0000	244.8422
Total	**0.1651**	**1.5104**	**1.7056**	**2.8300e-003**		**0.0735**	**0.0735**		**0.0691**	**0.0691**	**0.0000**	**243.3947**	**243.3947**	**0.0579**	**0.0000**	**244.8422**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.1200e-003	0.2539	0.0950	1.1700e-003	0.0397	1.2200e-003	0.0409	0.0115	1.1700e-003	0.0126	0.0000	114.5480	114.5480	3.8300e-003	0.0165	119.5563
Worker	0.0513	0.0408	0.5524	1.5400e-003	0.1772	1.0900e-003	0.1783	0.0471	1.0000e-003	0.0481	0.0000	142.8096	142.8096	3.7500e-003	3.6700e-003	143.9975
Total	**0.0585**	**0.2947**	**0.6475**	**2.7100e-003**	**0.2169**	**2.3100e-003**	**0.2192**	**0.0585**	**2.1700e-003**	**0.0607**	**0.0000**	**257.3576**	**257.3576**	**7.5800e-003**	**0.0202**	**263.5538**

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0147	0.1344	0.1617	2.7000e-004		6.1300e-003	6.1300e-003		5.7700e-003	5.7700e-003	0.0000	23.1849	23.1849	5.4800e-003	0.0000	23.3220
Total	**0.0147**	**0.1344**	**0.1617**	**2.7000e-004**		**6.1300e-003**	**6.1300e-003**		**5.7700e-003**	**5.7700e-003**	**0.0000**	**23.1849**	**23.1849**	**5.4800e-003**	**0.0000**	**23.3220**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	6.6000e-004	0.0242	8.8600e-003	1.1000e-004	3.7800e-003	1.2000e-004	3.9000e-003	1.0900e-003	1.1000e-004	1.2000e-003	0.0000	10.7457	10.7457	3.7000e-004	1.5500e-003	11.2161
Worker	4.5600e-003	3.4700e-003	0.0490	1.4000e-004	0.0169	1.0000e-004	0.0170	4.4800e-003	9.0000e-005	4.5700e-003	0.0000	13.3215	13.3215	3.2000e-004	3.3000e-004	13.4264
Total	**5.2200e-003**	**0.0277**	**0.0579**	**2.5000e-004**	**0.0207**	**2.2000e-004**	**0.0209**	**5.5700e-003**	**2.0000e-004**	**5.7700e-003**	**0.0000**	**24.0671**	**24.0671**	**6.9000e-004**	**1.8800e-003**	**24.6425**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0147	0.1344	0.1617	2.7000e-004		6.1300e-003	6.1300e-003		5.7700e-003	5.7700e-003	0.0000	23.1849	23.1849	5.4800e-003	0.0000	23.3220
Total	**0.0147**	**0.1344**	**0.1617**	**2.7000e-004**		**6.1300e-003**	**6.1300e-003**		**5.7700e-003**	**5.7700e-003**	**0.0000**	**23.1849**	**23.1849**	**5.4800e-003**	**0.0000**	**23.3220**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	6.6000e-004	0.0242	8.8600e-003	1.1000e-004	3.7800e-003	1.2000e-004	3.9000e-003	1.0900e-003	1.1000e-004	1.2000e-003	0.0000	10.7457	10.7457	3.7000e-004	1.5500e-003	11.2161
Worker	4.5600e-003	3.4700e-003	0.0490	1.4000e-004	0.0169	1.0000e-004	0.0170	4.4800e-003	9.0000e-005	4.5700e-003	0.0000	13.3215	13.3215	3.2000e-004	3.3000e-004	13.4264
Total	**5.2200e-003**	**0.0277**	**0.0579**	**2.5000e-004**	**0.0207**	**2.2000e-004**	**0.0209**	**5.5700e-003**	**2.0000e-004**	**5.7700e-003**	**0.0000**	**24.0671**	**24.0671**	**6.9000e-004**	**1.8800e-003**	**24.6425**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8800e-003	0.0953	0.1463	2.3000e-004		4.6900e-003	4.6900e-003		4.3100e-003	4.3100e-003	0.0000	20.0265	20.0265	6.4800e-003	0.0000	20.1885
Paving	5.3400e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0152**	**0.0953**	**0.1463**	**2.3000e-004**		**4.6900e-003**	**4.6900e-003**		**4.3100e-003**	**4.3100e-003**	**0.0000**	**20.0265**	**20.0265**	**6.4800e-003**	**0.0000**	**20.1885**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	3.4000e-004	4.7700e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.2976	1.2976	3.0000e-005	3.0000e-005	1.3078
Total	**4.4000e-004**	**3.4000e-004**	**4.7700e-003**	**1.0000e-005**	**1.6400e-003**	**1.0000e-005**	**1.6500e-003**	**4.4000e-004**	**1.0000e-005**	**4.5000e-004**	**0.0000**	**1.2976**	**1.2976**	**3.0000e-005**	**3.0000e-005**	**1.3078**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8800e-003	0.0953	0.1463	2.3000e-004		4.6900e-003	4.6900e-003		4.3100e-003	4.3100e-003	0.0000	20.0265	20.0265	6.4800e-003	0.0000	20.1884
Paving	5.3400e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0152**	**0.0953**	**0.1463**	**2.3000e-004**		**4.6900e-003**	**4.6900e-003**		**4.3100e-003**	**4.3100e-003**	**0.0000**	**20.0265**	**20.0265**	**6.4800e-003**	**0.0000**	**20.1884**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	3.4000e-004	4.7700e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.2976	1.2976	3.0000e-005	3.0000e-005	1.3078
Total	**4.4000e-004**	**3.4000e-004**	**4.7700e-003**	**1.0000e-005**	**1.6400e-003**	**1.0000e-005**	**1.6500e-003**	**4.4000e-004**	**1.0000e-005**	**4.5000e-004**	**0.0000**	**1.2976**	**1.2976**	**3.0000e-005**	**3.0000e-005**	**1.3078**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.9094					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.8100e-003	0.0122	0.0181	3.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	2.5533	2.5533	1.4000e-004	0.0000	2.5569
Total	**0.9112**	**0.0122**	**0.0181**	**3.0000e-005**		**6.1000e-004**	**6.1000e-004**		**6.1000e-004**	**6.1000e-004**	**0.0000**	**2.5533**	**2.5533**	**1.4000e-004**	**0.0000**	**2.5569**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.2000e-004	7.0000e-004	9.8600e-003	3.0000e-005	3.4000e-003	2.0000e-005	3.4200e-003	9.0000e-004	2.0000e-005	9.2000e-004	0.0000	2.6816	2.6816	7.0000e-005	7.0000e-005	2.7027
Total	**9.2000e-004**	**7.0000e-004**	**9.8600e-003**	**3.0000e-005**	**3.4000e-003**	**2.0000e-005**	**3.4200e-003**	**9.0000e-004**	**2.0000e-005**	**9.2000e-004**	**0.0000**	**2.6816**	**2.6816**	**7.0000e-005**	**7.0000e-005**	**2.7027**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.9094					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.8100e-003	0.0122	0.0181	3.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	2.5533	2.5533	1.4000e-004	0.0000	2.5568
Total	**0.9112**	**0.0122**	**0.0181**	**3.0000e-005**		**6.1000e-004**	**6.1000e-004**		**6.1000e-004**	**6.1000e-004**	**0.0000**	**2.5533**	**2.5533**	**1.4000e-004**	**0.0000**	**2.5568**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.2000e-004	7.0000e-004	9.8600e-003	3.0000e-005	3.4000e-003	2.0000e-005	3.4200e-003	9.0000e-004	2.0000e-005	9.2000e-004	0.0000	2.6816	2.6816	7.0000e-005	7.0000e-005	2.7027
Total	**9.2000e-004**	**7.0000e-004**	**9.8600e-003**	**3.0000e-005**	**3.4000e-003**	**2.0000e-005**	**3.4200e-003**	**9.0000e-004**	**2.0000e-005**	**9.2000e-004**	**0.0000**	**2.6816**	**2.6816**	**7.0000e-005**	**7.0000e-005**	**2.7027**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.5876	0.7142	6.5135	0.0147	1.5605	0.0106	1.5711	0.4163	9.8800e-003	0.4262	0.0000	1,380.2635	1,380.2635	0.0886	0.0568	1,399.3912
Unmitigated	0.5876	0.7142	6.5135	0.0147	1.5605	0.0106	1.5711	0.4163	9.8800e-003	0.4262	0.0000	1,380.2635	1,380.2635	0.0886	0.0568	1,399.3912

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	108.40	108.40	108.40	349,206	349,206
Manufacturing	859.09	859.09	859.09	3,804,267	3,804,267
Parking Lot	0.00	0.00	0.00		
Total	967.49	967.49	967.49	4,153,473	4,153,473

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
Manufacturing	16.60	8.40	6.90	59.00	28.00	13.00	92	5	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352
Manufacturing	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Parking Lot	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	300.2134	300.2134	0.0253	3.0700e-003	301.7621
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	300.2134	300.2134	0.0253	3.0700e-003	301.7621
NaturalGas Mitigated	0.0207	0.1885	0.1583	1.1300e-003		0.0143	0.0143		0.0143	0.0143	0.0000	205.1920	205.1920	3.9300e-003	3.7600e-003	206.4114
NaturalGas Unmitigated	0.0207	0.1885	0.1583	1.1300e-003		0.0143	0.0143		0.0143	0.0143	0.0000	205.1920	205.1920	3.9300e-003	3.7600e-003	206.4114

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	90500	4.9000e-004	4.4400e-003	3.7300e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.8294	4.8294	9.0000e-005	9.0000e-005	4.8581
Manufacturing	3.75465e+006	0.0203	0.1841	0.1546	1.1000e-003		0.0140	0.0140		0.0140	0.0140	0.0000	200.3626	200.3626	3.8400e-003	3.6700e-003	201.5533
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0207**	**0.1885**	**0.1583**	**1.1300e-003**		**0.0143**	**0.0143**		**0.0143**	**0.0143**	**0.0000**	**205.1920**	**205.1920**	**3.9300e-003**	**3.7600e-003**	**206.4114**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	90500	4.9000e-004	4.4400e-003	3.7300e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.8294	4.8294	9.0000e-005	9.0000e-005	4.8581
Manufacturing	3.75465e+006	0.0203	0.1841	0.1546	1.1000e-003		0.0140	0.0140		0.0140	0.0140	0.0000	200.3626	200.3626	3.8400e-003	3.6700e-003	201.5533
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0207**	**0.1885**	**0.1583**	**1.1300e-003**		**0.0143**	**0.0143**		**0.0143**	**0.0143**	**0.0000**	**205.1920**	**205.1920**	**3.9300e-003**	**3.7600e-003**	**206.4114**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	134900	23.9239	2.0200e-003	2.4000e-004	24.0473
Manufacturing	1.49571e+006	265.2579	0.0224	2.7100e-003	266.6263
Parking Lot	62203.7	11.0316	9.3000e-004	1.1000e-004	11.0885
Total		**300.2134**	**0.0253**	**3.0600e-003**	**301.7621**

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	134900	23.9239	2.0200e-003	2.4000e-004	24.0473
Manufacturing	1.49571e+006	265.2579	0.0224	2.7100e-003	266.6263
Parking Lot	62203.7	11.0316	9.3000e-004	1.1000e-004	11.0885
Total		**300.2134**	**0.0253**	**3.0600e-003**	**301.7621**

6.0 Area Detail

6.1 Mitigation Measures Area

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.7923	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Unmitigated	0.7923	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0909					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.7012					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	2.3000e-004	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Total	**0.7923**	**2.0000e-005**	**2.4800e-003**	**0.0000**		**1.0000e-005**	**1.0000e-005**		**1.0000e-005**	**1.0000e-005**	**0.0000**	**4.8400e-003**	**4.8400e-003**	**1.0000e-005**	**0.0000**	**5.1500e-003**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0909					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.7012					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	2.3000e-004	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Total	**0.7923**	**2.0000e-005**	**2.4800e-003**	**0.0000**		**1.0000e-005**	**1.0000e-005**		**1.0000e-005**	**1.0000e-005**	**0.0000**	**4.8400e-003**	**4.8400e-003**	**1.0000e-005**	**0.0000**	**5.1500e-003**

7.0 Water Detail

7.1 Mitigation Measures Water

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	116.6636	1.4294	0.0346	162.7097
Unmitigated	116.6636	1.4294	0.0346	162.7097

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	1.77734 / 1.08934	6.8145	0.0584	1.4300e-003	8.7021
Manufacturing	41.8239 / 0	109.8492	1.3710	0.0332	154.0077
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**116.6636**	**1.4294**	**0.0346**	**162.7097**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	1.77734 / 1.08934	6.8145	0.0584	1.4300e-003	8.7021
Manufacturing	41.8239 / 0	109.8492	1.3710	0.0332	154.0077
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**116.6636**	**1.4294**	**0.0346**	**162.7097**

8.0 Waste Detail

8.1 Mitigation Measures Waste

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	47.4126	2.8020	0.0000	117.4627
Unmitigated	47.4126	2.8020	0.0000	117.4627

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	9.3	1.8878	0.1116	0.0000	4.6770
Manufacturing	224.27	45.5248	2.6904	0.0000	112.7857
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		**47.4126**	**2.8020**	**0.0000**	**117.4627**

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	9.3	1.8878	0.1116	0.0000	4.6770
Manufacturing	224.27	45.5248	2.6904	0.0000	112.7857
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		**47.4126**	**2.8020**	**0.0000**	**117.4627**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Hitco Proposed

Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	10.00	1000sqft	0.23	10,000.00	0
Manufacturing	180.86	1000sqft	4.15	180,860.00	0
Parking Lot	4.08	Acre	4.08	177,724.80	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	8			**Operational Year**	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Consistent with the IS/MND's model.

Land Use - Consistent with the IS/MND's model.

Construction Phase - See SWAPE comment on "Unsubstantiated Change to Individual Construction Phase Length."

Grading - See SWAPE comments on "Unsubstantiated Reduction to Acres of Grading Value" and "Failure to Include Material Export."

Demolition - See SWAPE comment on "Failure to Model All Required Demolition."

Vehicle Trips - Consistent with the IS/MND's model.

Construction Off-road Equipment Mitigation - Consistent with the IS/MND's model.

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblGrading	MaterialExported	0.00	17,721.00
tblVehicleTrips	ST_TR	2.21	10.84
tblVehicleTrips	ST_TR	6.42	4.75
tblVehicleTrips	SU_TR	0.70	10.84
tblVehicleTrips	SU_TR	5.09	4.75
tblVehicleTrips	WD_TR	9.74	10.84
tblVehicleTrips	WD_TR	3.93	4.75

2.0 Emissions Summary

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	2.7171	32.4211	22.7167	0.0959	19.8582	1.2672	21.1254	10.1558	1.1659	11.3217	0.0000	10,142.0436	10,142.0436	1.3251	1.1337	10,513.0155
2024	91.2080	16.0585	22.2344	0.0528	2.1057	0.6349	2.7406	0.5672	0.5972	1.1644	0.0000	5,266.6246	5,266.6246	0.7174	0.2034	5,344.2379
Maximum	**91.2080**	**32.4211**	**22.7167**	**0.0959**	**19.8582**	**1.2672**	**21.1254**	**10.1558**	**1.1659**	**11.3217**	**0.0000**	**10,142.0436**	**10,142.0436**	**1.3251**	**1.1337**	**10,513.0155**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	2.7171	32.4211	22.7167	0.0959	19.8582	1.2672	21.1254	10.1558	1.1659	11.3217	0.0000	10,142.0436	10,142.0436	1.3251	1.1337	10,513.0155
2024	91.2080	16.0585	22.2344	0.0528	2.1057	0.6349	2.7406	0.5672	0.5972	1.1644	0.0000	5,266.6246	5,266.6246	0.7174	0.2034	5,344.2379
Maximum	**91.2080**	**32.4211**	**22.7167**	**0.0959**	**19.8582**	**1.2672**	**21.1254**	**10.1558**	**1.1659**	**11.3217**	**0.0000**	**10,142.0436**	**10,142.0436**	**1.3251**	**1.1337**	**10,513.0155**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Energy	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376
Mobile	3.3220	3.5779	36.4729	0.0833	8.7445	0.0585	8.8031	2.3293	0.0544	2.3836		8,640.1337	8,640.1337	0.5272	0.3271	8,750.7889
Total	**7.7777**	**4.6109**	**37.3603**	**0.0895**	**8.7445**	**0.1371**	**8.8816**	**2.3293**	**0.1329**	**2.4622**		**9,879.5490**	**9,879.5490**	**0.5511**	**0.3498**	**9,997.5719**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Energy	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376
Mobile	3.3220	3.5779	36.4729	0.0833	8.7445	0.0585	8.8031	2.3293	0.0544	2.3836		8,640.1337	8,640.1337	0.5272	0.3271	8,750.7889
Total	**7.7777**	**4.6109**	**37.3603**	**0.0895**	**8.7445**	**0.1371**	**8.8816**	**2.3293**	**0.1329**	**2.4622**		**9,879.5490**	**9,879.5490**	**0.5511**	**0.3498**	**9,997.5719**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	1/2/2023	1/27/2023	5	20	
2	Site Preparation	Site Preparation	1/28/2023	2/10/2023	5	10	
3	Grading	Grading	2/11/2023	3/10/2023	5	20	
4	Building Construction	Building Construction	3/11/2023	1/26/2024	5	230	
5	Paving	Paving	1/27/2024	2/23/2024	5	20	
6	Architectural Coating	Architectural Coating	2/24/2024	3/22/2024	5	20	

Acres of Grading (Site Preparation Phase): 15

Acres of Grading (Grading Phase): 20

Acres of Paving: 4.08

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 286,290; Non-Residential Outdoor: 95,430; Striped Parking Area: 10,663 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	7.00	231	0.29
Demolition	Excavators	3	8.00	158	0.38
Grading	Excavators	1	8.00	158	0.38

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Graders	1	8.00	187	0.41
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	1,349.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	2,215.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	154.00	60.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	31.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					14.5995	0.0000	14.5995	2.2105	0.0000	2.2105			0.0000			0.0000
Off-Road	2.2691	21.4844	19.6434	0.0388		0.9975	0.9975		0.9280	0.9280		3,746.9840	3,746.9840	1.0494		3,773.2183
Total	**2.2691**	**21.4844**	**19.6434**	**0.0388**	**14.5995**	**0.9975**	**15.5970**	**2.2105**	**0.9280**	**3.1385**		**3,746.9840**	**3,746.9840**	**1.0494**		**3,773.2183**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1463	8.8015	2.3492	0.0395	1.1807	0.0555	1.2362	0.3237	0.0531	0.3768		4,334.7424	4,334.7424	0.2389	0.6884	4,545.8433
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0480	0.0335	0.5436	1.4800e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		151.8919	151.8919	3.7800e-003	3.4600e-003	153.0181
Total	**0.1943**	**8.8350**	**2.8928**	**0.0409**	**1.3483**	**0.0565**	**1.4049**	**0.3682**	**0.0540**	**0.4222**		**4,486.6343**	**4,486.6343**	**0.2427**	**0.6918**	**4,698.8614**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					14.5995	0.0000	14.5995	2.2105	0.0000	2.2105			0.0000			0.0000
Off-Road	2.2691	21.4844	19.6434	0.0388		0.9975	0.9975		0.9280	0.9280	0.0000	3,746.9840	3,746.9840	1.0494		3,773.2183
Total	**2.2691**	**21.4844**	**19.6434**	**0.0388**	**14.5995**	**0.9975**	**15.5970**	**2.2105**	**0.9280**	**3.1385**	**0.0000**	**3,746.9840**	**3,746.9840**	**1.0494**		**3,773.2183**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1463	8.8015	2.3492	0.0395	1.1807	0.0555	1.2362	0.3237	0.0531	0.3768		4,334.7424	4,334.7424	0.2389	0.6884	4,545.8433
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0480	0.0335	0.5436	1.4800e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		151.8919	151.8919	3.7800e-003	3.4600e-003	153.0181
Total	**0.1943**	**8.8350**	**2.8928**	**0.0409**	**1.3483**	**0.0565**	**1.4049**	**0.3682**	**0.0540**	**0.4222**		**4,486.6343**	**4,486.6343**	**0.2427**	**0.6918**	**4,698.8614**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000
Off-Road	2.6595	27.5242	18.2443	0.0381		1.2660	1.2660		1.1647	1.1647		3,687.3081	3,687.3081	1.1926		3,717.1219
Total	**2.6595**	**27.5242**	**18.2443**	**0.0381**	**19.6570**	**1.2660**	**20.9230**	**10.1025**	**1.1647**	**11.2672**		**3,687.3081**	**3,687.3081**	**1.1926**		**3,717.1219**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0576	0.0402	0.6523	1.7800e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		182.2703	182.2703	4.5400e-003	4.1500e-003	183.6218
Total	**0.0576**	**0.0402**	**0.6523**	**1.7800e-003**	**0.2012**	**1.2100e-003**	**0.2024**	**0.0534**	**1.1200e-003**	**0.0545**		**182.2703**	**182.2703**	**4.5400e-003**	**4.1500e-003**	**183.6218**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000
Off-Road	2.6595	27.5242	18.2443	0.0381		1.2660	1.2660		1.1647	1.1647	0.0000	3,687.3081	3,687.3081	1.1926		3,717.1219
Total	**2.6595**	**27.5242**	**18.2443**	**0.0381**	**19.6570**	**1.2660**	**20.9230**	**10.1025**	**1.1647**	**11.2672**	**0.0000**	**3,687.3081**	**3,687.3081**	**1.1926**		**3,717.1219**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0576	0.0402	0.6523	1.7800e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		182.2703	182.2703	4.5400e-003	4.1500e-003	183.6218
Total	**0.0576**	**0.0402**	**0.6523**	**1.7800e-003**	**0.2012**	**1.2100e-003**	**0.2024**	**0.0534**	**1.1200e-003**	**0.0545**		**182.2703**	**182.2703**	**4.5400e-003**	**4.1500e-003**	**183.6218**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.1828	0.0000	7.1828	3.4399	0.0000	3.4399			0.0000			0.0000
Off-Road	1.7109	17.9359	14.7507	0.0297		0.7749	0.7749		0.7129	0.7129		2,872.6910	2,872.6910	0.9291		2,895.9182
Total	**1.7109**	**17.9359**	**14.7507**	**0.0297**	**7.1828**	**0.7749**	**7.9577**	**3.4399**	**0.7129**	**4.1528**		**2,872.6910**	**2,872.6910**	**0.9291**		**2,895.9182**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.2402	14.4518	3.8573	0.0648	1.9386	0.0912	2.0298	0.5315	0.0872	0.6187		7,117.4607	7,117.4607	0.3923	1.1302	7,464.0792
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0480	0.0335	0.5436	1.4800e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		151.8919	151.8919	3.7800e-003	3.4600e-003	153.0181
Total	**0.2882**	**14.4852**	**4.4008**	**0.0663**	**2.1063**	**0.0922**	**2.1984**	**0.5760**	**0.0881**	**0.6641**		**7,269.3526**	**7,269.3526**	**0.3960**	**1.1337**	**7,617.0974**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.1828	0.0000	7.1828	3.4399	0.0000	3.4399			0.0000			0.0000
Off-Road	1.7109	17.9359	14.7507	0.0297		0.7749	0.7749		0.7129	0.7129	0.0000	2,872.6910	2,872.6910	0.9291		2,895.9182
Total	**1.7109**	**17.9359**	**14.7507**	**0.0297**	**7.1828**	**0.7749**	**7.9577**	**3.4399**	**0.7129**	**4.1528**	**0.0000**	**2,872.6910**	**2,872.6910**	**0.9291**		**2,895.9182**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.2402	14.4518	3.8573	0.0648	1.9386	0.0912	2.0298	0.5315	0.0872	0.6187		7,117.4607	7,117.4607	0.3923	1.1302	7,464.0792
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0480	0.0335	0.5436	1.4800e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		151.8919	151.8919	3.7800e-003	3.4600e-003	153.0181
Total	**0.2882**	**14.4852**	**4.4008**	**0.0663**	**2.1063**	**0.0922**	**2.1984**	**0.5760**	**0.0881**	**0.6641**		**7,269.3526**	**7,269.3526**	**0.3960**	**1.1337**	**7,617.0974**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0691	2.3030	0.8922	0.0112	0.3843	0.0116	0.3959	0.1107	0.0111	0.1217		1,201.6948	1,201.6948	0.0403	0.1728	1,254.1867
Worker	0.4931	0.3438	5.5805	0.0152	1.7214	0.0104	1.7317	0.4565	9.5600e-003	0.4661		1,559.4237	1,559.4237	0.0388	0.0355	1,570.9861
Total	**0.5622**	**2.6468**	**6.4727**	**0.0264**	**2.1057**	**0.0220**	**2.1276**	**0.5672**	**0.0206**	**0.5878**		**2,761.1185**	**2,761.1185**	**0.0791**	**0.2083**	**2,825.1728**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0691	2.3030	0.8922	0.0112	0.3843	0.0116	0.3959	0.1107	0.0111	0.1217		1,201.6948	1,201.6948	0.0403	0.1728	1,254.1867
Worker	0.4931	0.3438	5.5805	0.0152	1.7214	0.0104	1.7317	0.4565	9.5600e-003	0.4661		1,559.4237	1,559.4237	0.0388	0.0355	1,570.9861
Total	**0.5622**	**2.6468**	**6.4727**	**0.0264**	**2.1057**	**0.0220**	**2.1276**	**0.5672**	**0.0206**	**0.5878**		**2,761.1185**	**2,761.1185**	**0.0791**	**0.2083**	**2,825.1728**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**		**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0670	2.3077	0.8732	0.0110	0.3843	0.0117	0.3960	0.1107	0.0112	0.1218		1,183.6476	1,183.6476	0.0404	0.1704	1,235.4240
Worker	0.4596	0.3070	5.1944	0.0148	1.7214	9.9600e-003	1.7313	0.4565	9.1700e-003	0.4657		1,527.2780	1,527.2780	0.0351	0.0331	1,538.0062
Total	**0.5266**	**2.6147**	**6.0676**	**0.0258**	**2.1057**	**0.0216**	**2.1273**	**0.5672**	**0.0203**	**0.5875**		**2,710.9257**	**2,710.9257**	**0.0756**	**0.2034**	**2,773.4303**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**	**0.0000**	**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0670	2.3077	0.8732	0.0110	0.3843	0.0117	0.3960	0.1107	0.0112	0.1218		1,183.6476	1,183.6476	0.0404	0.1704	1,235.4240
Worker	0.4596	0.3070	5.1944	0.0148	1.7214	9.9600e-003	1.7313	0.4565	9.1700e-003	0.4657		1,527.2780	1,527.2780	0.0351	0.0331	1,538.0062
Total	**0.5266**	**2.6147**	**6.0676**	**0.0258**	**2.1057**	**0.0216**	**2.1273**	**0.5672**	**0.0203**	**0.5875**		**2,710.9257**	**2,710.9257**	**0.0756**	**0.2034**	**2,773.4303**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.5345					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.5226**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0448	0.0299	0.5060	1.4400e-003	0.1677	9.7000e-004	0.1686	0.0445	8.9000e-004	0.0454		148.7609	148.7609	3.4200e-003	3.2200e-003	149.8058
Total	**0.0448**	**0.0299**	**0.5060**	**1.4400e-003**	**0.1677**	**9.7000e-004**	**0.1686**	**0.0445**	**8.9000e-004**	**0.0454**		**148.7609**	**148.7609**	**3.4200e-003**	**3.2200e-003**	**149.8058**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.5345					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.5226**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0448	0.0299	0.5060	1.4400e-003	0.1677	9.7000e-004	0.1686	0.0445	8.9000e-004	0.0454		148.7609	148.7609	3.4200e-003	3.2200e-003	149.8058
Total	**0.0448**	**0.0299**	**0.5060**	**1.4400e-003**	**0.1677**	**9.7000e-004**	**0.1686**	**0.0445**	**8.9000e-004**	**0.0454**		**148.7609**	**148.7609**	**3.4200e-003**	**3.2200e-003**	**149.8058**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	90.9348					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**91.1155**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0925	0.0618	1.0456	2.9800e-003	0.3465	2.0100e-003	0.3485	0.0919	1.8500e-003	0.0937		307.4391	307.4391	7.0700e-003	6.6500e-003	309.5987
Total	**0.0925**	**0.0618**	**1.0456**	**2.9800e-003**	**0.3465**	**2.0100e-003**	**0.3485**	**0.0919**	**1.8500e-003**	**0.0937**		**307.4391**	**307.4391**	**7.0700e-003**	**6.6500e-003**	**309.5987**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	90.9348					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**91.1155**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0925	0.0618	1.0456	2.9800e-003	0.3465	2.0100e-003	0.3485	0.0919	1.8500e-003	0.0937		307.4391	307.4391	7.0700e-003	6.6500e-003	309.5987
Total	**0.0925**	**0.0618**	**1.0456**	**2.9800e-003**	**0.3465**	**2.0100e-003**	**0.3485**	**0.0919**	**1.8500e-003**	**0.0937**		**307.4391**	**307.4391**	**7.0700e-003**	**6.6500e-003**	**309.5987**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.3220	3.5779	36.4729	0.0833	8.7445	0.0585	8.8031	2.3293	0.0544	2.3836		8,640.1337	8,640.1337	0.5272	0.3271	8,750.7889
Unmitigated	3.3220	3.5779	36.4729	0.0833	8.7445	0.0585	8.8031	2.3293	0.0544	2.3836		8,640.1337	8,640.1337	0.5272	0.3271	8,750.7889

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	108.40	108.40	108.40	349,206	349,206
Manufacturing	859.09	859.09	859.09	3,804,267	3,804,267
Parking Lot	0.00	0.00	0.00		
Total	967.49	967.49	967.49	4,153,473	4,153,473

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
Manufacturing	16.60	8.40	6.90	59.00	28.00	13.00	92	5	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352
Manufacturing	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352
Parking Lot	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376
NaturalGas Unmitigated	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	247.945	2.6700e-003	0.0243	0.0204	1.5000e-004		1.8500e-003	1.8500e-003		1.8500e-003	1.8500e-003		29.1700	29.1700	5.6000e-004	5.3000e-004	29.3434
Manufacturing	10286.7	0.1109	1.0085	0.8471	6.0500e-003		0.0767	0.0767		0.0767	0.0767		1,210.2026	1,210.2026	0.0232	0.0222	1,217.3942
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.1136**	**1.0328**	**0.8676**	**6.2000e-003**		**0.0785**	**0.0785**		**0.0785**	**0.0785**		**1,239.3726**	**1,239.3726**	**0.0238**	**0.0227**	**1,246.7376**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0.247945	2.6700e-003	0.0243	0.0204	1.5000e-004		1.8500e-003	1.8500e-003		1.8500e-003	1.8500e-003		29.1700	29.1700	5.6000e-004	5.3000e-004	29.3434
Manufacturing	10.2867	0.1109	1.0085	0.8471	6.0500e-003		0.0767	0.0767		0.0767	0.0767		1,210.2026	1,210.2026	0.0232	0.0222	1,217.3942
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.1136**	**1.0328**	**0.8676**	**6.2000e-003**		**0.0785**	**0.0785**		**0.0785**	**0.0785**		**1,239.3726**	**1,239.3726**	**0.0238**	**0.0227**	**1,246.7376**

6.0 Area Detail

6.1 Mitigation Measures Area

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Unmitigated	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.4983					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8420					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.8300e-003	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Total	**4.3421**	**1.8000e-004**	**0.0199**	**0.0000**		**7.0000e-005**	**7.0000e-005**		**7.0000e-005**	**7.0000e-005**		**0.0427**	**0.0427**	**1.1000e-004**		**0.0455**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.4983					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8420					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.8300e-003	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Total	**4.3421**	**1.8000e-004**	**0.0199**	**0.0000**		**7.0000e-005**	**7.0000e-005**		**7.0000e-005**	**7.0000e-005**		**0.0427**	**0.0427**	**1.1000e-004**		**0.0455**

7.0 Water Detail

7.1 Mitigation Measures Water

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Hitco Proposed

Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	10.00	1000sqft	0.23	10,000.00	0
Manufacturing	180.86	1000sqft	4.15	180,860.00	0
Parking Lot	4.08	Acre	4.08	177,724.80	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	8			**Operational Year**	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Consistent with the IS/MND's model.

Land Use - Consistent with the IS/MND's model.

Construction Phase - See SWAPE comment on "Unsubstantiated Change to Individual Construction Phase Length."

Grading - See SWAPE comments on "Unsubstantiated Reduction to Acres of Grading Value" and "Failure to Include Material Export."

Demolition - See SWAPE comment on "Failure to Model All Required Demolition."

Vehicle Trips - Consistent with the IS/MND's model.

Construction Off-road Equipment Mitigation - Consistent with the IS/MND's model.

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblGrading	MaterialExported	0.00	17,721.00
tblVehicleTrips	ST_TR	2.21	10.84
tblVehicleTrips	ST_TR	6.42	4.75
tblVehicleTrips	SU_TR	0.70	10.84
tblVehicleTrips	SU_TR	5.09	4.75
tblVehicleTrips	WD_TR	9.74	10.84
tblVehicleTrips	WD_TR	3.93	4.75

2.0 Emissions Summary

Hitco Proposed - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	2.7214	33.0617	22.5245	0.0959	19.8582	1.2672	21.1254	10.1558	1.1659	11.3217	0.0000	10,141.5378	10,141.5378	1.3244	1.1352	10,512.9246
2024	91.2153	16.1990	21.8465	0.0520	2.1057	0.6350	2.7407	0.5672	0.5973	1.1645	0.0000	5,188.2763	5,188.2763	0.7174	0.2061	5,266.6992
Maximum	**91.2153**	**33.0617**	**22.5245**	**0.0959**	**19.8582**	**1.2672**	**21.1254**	**10.1558**	**1.1659**	**11.3217**	**0.0000**	**10,141.5378**	**10,141.5378**	**1.3244**	**1.1352**	**10,512.9246**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	2.7214	33.0617	22.5245	0.0959	19.8582	1.2672	21.1254	10.1558	1.1659	11.3217	0.0000	10,141.5378	10,141.5378	1.3244	1.1352	10,512.9246
2024	91.2153	16.1990	21.8465	0.0520	2.1057	0.6350	2.7407	0.5672	0.5973	1.1645	0.0000	5,188.2763	5,188.2763	0.7174	0.2061	5,266.6992
Maximum	**91.2153**	**33.0617**	**22.5245**	**0.0959**	**19.8582**	**1.2672**	**21.1254**	**10.1558**	**1.1659**	**11.3217**	**0.0000**	**10,141.5378**	**10,141.5378**	**1.3244**	**1.1352**	**10,512.9246**

Hitco Proposed - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Energy	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376
Mobile	3.2749	3.8633	35.4119	0.0797	8.7445	0.0586	8.8031	2.3293	0.0544	2.3837		8,270.7562	8,270.7562	0.5388	0.3412	8,385.9178
Total	**7.7306**	**4.8962**	**36.2993**	**0.0859**	**8.7445**	**0.1371**	**8.8817**	**2.3293**	**0.1329**	**2.4622**		**9,510.1715**	**9,510.1715**	**0.5627**	**0.3640**	**9,632.7008**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Energy	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376
Mobile	3.2749	3.8633	35.4119	0.0797	8.7445	0.0586	8.8031	2.3293	0.0544	2.3837		8,270.7562	8,270.7562	0.5388	0.3412	8,385.9178
Total	**7.7306**	**4.8962**	**36.2993**	**0.0859**	**8.7445**	**0.1371**	**8.8817**	**2.3293**	**0.1329**	**2.4622**		**9,510.1715**	**9,510.1715**	**0.5627**	**0.3640**	**9,632.7008**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	1/2/2023	1/27/2023	5	20	
2	Site Preparation	Site Preparation	1/28/2023	2/10/2023	5	10	
3	Grading	Grading	2/11/2023	3/10/2023	5	20	
4	Building Construction	Building Construction	3/11/2023	1/26/2024	5	230	
5	Paving	Paving	1/27/2024	2/23/2024	5	20	
6	Architectural Coating	Architectural Coating	2/24/2024	3/22/2024	5	20	

Acres of Grading (Site Preparation Phase): 15

Acres of Grading (Grading Phase): 20

Acres of Paving: 4.08

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 286,290; Non-Residential Outdoor: 95,430; Striped Parking Area: 10,663 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	7.00	231	0.29
Demolition	Excavators	3	8.00	158	0.38
Grading	Excavators	1	8.00	158	0.38

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Graders	1	8.00	187	0.41
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	1,349.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	2,215.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	154.00	60.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	31.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					14.5995	0.0000	14.5995	2.2105	0.0000	2.2105			0.0000			0.0000
Off-Road	2.2691	21.4844	19.6434	0.0388		0.9975	0.9975		0.9280	0.9280		3,746.9840	3,746.9840	1.0494		3,773.2183
Total	**2.2691**	**21.4844**	**19.6434**	**0.0388**	**14.5995**	**0.9975**	**15.5970**	**2.2105**	**0.9280**	**3.1385**		**3,746.9840**	**3,746.9840**	**1.0494**		**3,773.2183**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1369	9.1896	2.3815	0.0395	1.1807	0.0557	1.2363	0.3237	0.0533	0.3770		4,339.3115	4,339.3115	0.2384	0.6891	4,550.6213
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0516	0.0370	0.4996	1.4100e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		143.8840	143.8840	3.8300e-003	3.7000e-003	145.0818
Total	**0.1885**	**9.2265**	**2.8811**	**0.0409**	**1.3483**	**0.0567**	**1.4050**	**0.3682**	**0.0542**	**0.4224**		**4,483.1955**	**4,483.1955**	**0.2422**	**0.6928**	**4,695.7032**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					14.5995	0.0000	14.5995	2.2105	0.0000	2.2105			0.0000			0.0000
Off-Road	2.2691	21.4844	19.6434	0.0388		0.9975	0.9975		0.9280	0.9280	0.0000	3,746.9840	3,746.9840	1.0494		3,773.2183
Total	**2.2691**	**21.4844**	**19.6434**	**0.0388**	**14.5995**	**0.9975**	**15.5970**	**2.2105**	**0.9280**	**3.1385**	**0.0000**	**3,746.9840**	**3,746.9840**	**1.0494**		**3,773.2183**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1369	9.1896	2.3815	0.0395	1.1807	0.0557	1.2363	0.3237	0.0533	0.3770		4,339.3115	4,339.3115	0.2384	0.6891	4,550.6213
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0516	0.0370	0.4996	1.4100e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		143.8840	143.8840	3.8300e-003	3.7000e-003	145.0818
Total	**0.1885**	**9.2265**	**2.8811**	**0.0409**	**1.3483**	**0.0567**	**1.4050**	**0.3682**	**0.0542**	**0.4224**		**4,483.1955**	**4,483.1955**	**0.2422**	**0.6928**	**4,695.7032**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000
Off-Road	2.6595	27.5242	18.2443	0.0381		1.2660	1.2660		1.1647	1.1647		3,687.3081	3,687.3081	1.1926		3,717.1219
Total	**2.6595**	**27.5242**	**18.2443**	**0.0381**	**19.6570**	**1.2660**	**20.9230**	**10.1025**	**1.1647**	**11.2672**		**3,687.3081**	**3,687.3081**	**1.1926**		**3,717.1219**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0619	0.0444	0.5996	1.6900e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		172.6608	172.6608	4.6000e-003	4.4400e-003	174.0982
Total	**0.0619**	**0.0444**	**0.5996**	**1.6900e-003**	**0.2012**	**1.2100e-003**	**0.2024**	**0.0534**	**1.1200e-003**	**0.0545**		**172.6608**	**172.6608**	**4.6000e-003**	**4.4400e-003**	**174.0982**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000
Off-Road	2.6595	27.5242	18.2443	0.0381		1.2660	1.2660		1.1647	1.1647	0.0000	3,687.3081	3,687.3081	1.1926		3,717.1219
Total	**2.6595**	**27.5242**	**18.2443**	**0.0381**	**19.6570**	**1.2660**	**20.9230**	**10.1025**	**1.1647**	**11.2672**	**0.0000**	**3,687.3081**	**3,687.3081**	**1.1926**		**3,717.1219**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0619	0.0444	0.5996	1.6900e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		172.6608	172.6608	4.6000e-003	4.4400e-003	174.0982
Total	**0.0619**	**0.0444**	**0.5996**	**1.6900e-003**	**0.2012**	**1.2100e-003**	**0.2024**	**0.0534**	**1.1200e-003**	**0.0545**		**172.6608**	**172.6608**	**4.6000e-003**	**4.4400e-003**	**174.0982**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.1828	0.0000	7.1828	3.4399	0.0000	3.4399			0.0000			0.0000
Off-Road	1.7109	17.9359	14.7507	0.0297		0.7749	0.7749		0.7129	0.7129		2,872.6910	2,872.6910	0.9291		2,895.9182
Total	**1.7109**	**17.9359**	**14.7507**	**0.0297**	**7.1828**	**0.7749**	**7.9577**	**3.4399**	**0.7129**	**4.1528**		**2,872.6910**	**2,872.6910**	**0.9291**		**2,895.9182**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.2247	15.0889	3.9103	0.0648	1.9386	0.0914	2.0300	0.5315	0.0874	0.6190		7,124.9628	7,124.9628	0.3914	1.1315	7,471.9246
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0516	0.0370	0.4996	1.4100e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		143.8840	143.8840	3.8300e-003	3.7000e-003	145.0818
Total	**0.2763**	**15.1258**	**4.4099**	**0.0663**	**2.1063**	**0.0924**	**2.1987**	**0.5760**	**0.0884**	**0.6644**		**7,268.8469**	**7,268.8469**	**0.3953**	**1.1352**	**7,617.0064**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.1828	0.0000	7.1828	3.4399	0.0000	3.4399			0.0000			0.0000
Off-Road	1.7109	17.9359	14.7507	0.0297		0.7749	0.7749		0.7129	0.7129	0.0000	2,872.6910	2,872.6910	0.9291		2,895.9182
Total	**1.7109**	**17.9359**	**14.7507**	**0.0297**	**7.1828**	**0.7749**	**7.9577**	**3.4399**	**0.7129**	**4.1528**	**0.0000**	**2,872.6910**	**2,872.6910**	**0.9291**		**2,895.9182**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.2247	15.0889	3.9103	0.0648	1.9386	0.0914	2.0300	0.5315	0.0874	0.6190		7,124.9628	7,124.9628	0.3914	1.1315	7,471.9246
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0516	0.0370	0.4996	1.4100e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		143.8840	143.8840	3.8300e-003	3.7000e-003	145.0818
Total	**0.2763**	**15.1258**	**4.4099**	**0.0663**	**2.1063**	**0.0924**	**2.1987**	**0.5760**	**0.0884**	**0.6644**		**7,268.8469**	**7,268.8469**	**0.3953**	**1.1352**	**7,617.0064**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0667	2.4112	0.9202	0.0112	0.3843	0.0117	0.3960	0.1107	0.0111	0.1218		1,203.7218	1,203.7218	0.0401	0.1732	1,256.3466
Worker	0.5298	0.3798	5.1294	0.0144	1.7214	0.0104	1.7317	0.4565	9.5600e-003	0.4661		1,477.2091	1,477.2091	0.0394	0.0380	1,489.5067
Total	**0.5966**	**2.7910**	**6.0497**	**0.0256**	**2.1057**	**0.0220**	**2.1277**	**0.5672**	**0.0207**	**0.5879**		**2,680.9310**	**2,680.9310**	**0.0795**	**0.2112**	**2,745.8533**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0667	2.4112	0.9202	0.0112	0.3843	0.0117	0.3960	0.1107	0.0111	0.1218		1,203.7218	1,203.7218	0.0401	0.1732	1,256.3466
Worker	0.5298	0.3798	5.1294	0.0144	1.7214	0.0104	1.7317	0.4565	9.5600e-003	0.4661		1,477.2091	1,477.2091	0.0394	0.0380	1,489.5067
Total	**0.5966**	**2.7910**	**6.0497**	**0.0256**	**2.1057**	**0.0220**	**2.1277**	**0.5672**	**0.0207**	**0.5879**		**2,680.9310**	**2,680.9310**	**0.0795**	**0.2112**	**2,745.8533**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**		**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0645	2.4162	0.9009	0.0110	0.3843	0.0117	0.3961	0.1107	0.0112	0.1219		1,185.6860	1,185.6860	0.0402	0.1708	1,237.5914
Worker	0.4955	0.3391	4.7787	0.0140	1.7214	9.9600e-003	1.7313	0.4565	9.1700e-003	0.4657		1,446.8914	1,446.8914	0.0357	0.0353	1,458.3002
Total	**0.5600**	**2.7552**	**5.6797**	**0.0250**	**2.1057**	**0.0217**	**2.1274**	**0.5672**	**0.0204**	**0.5876**		**2,632.5774**	**2,632.5774**	**0.0759**	**0.2061**	**2,695.8916**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**	**0.0000**	**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0645	2.4162	0.9009	0.0110	0.3843	0.0117	0.3961	0.1107	0.0112	0.1219		1,185.6860	1,185.6860	0.0402	0.1708	1,237.5914
Worker	0.4955	0.3391	4.7787	0.0140	1.7214	9.9600e-003	1.7313	0.4565	9.1700e-003	0.4657		1,446.8914	1,446.8914	0.0357	0.0353	1,458.3002
Total	**0.5600**	**2.7552**	**5.6797**	**0.0250**	**2.1057**	**0.0217**	**2.1274**	**0.5672**	**0.0204**	**0.5876**		**2,632.5774**	**2,632.5774**	**0.0759**	**0.2061**	**2,695.8916**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.5345					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.5226**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0483	0.0330	0.4655	1.3700e-003	0.1677	9.7000e-004	0.1686	0.0445	8.9000e-004	0.0454		140.9310	140.9310	3.4700e-003	3.4400e-003	142.0422
Total	**0.0483**	**0.0330**	**0.4655**	**1.3700e-003**	**0.1677**	**9.7000e-004**	**0.1686**	**0.0445**	**8.9000e-004**	**0.0454**		**140.9310**	**140.9310**	**3.4700e-003**	**3.4400e-003**	**142.0422**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.5345					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.5226**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0483	0.0330	0.4655	1.3700e-003	0.1677	9.7000e-004	0.1686	0.0445	8.9000e-004	0.0454		140.9310	140.9310	3.4700e-003	3.4400e-003	142.0422
Total	**0.0483**	**0.0330**	**0.4655**	**1.3700e-003**	**0.1677**	**9.7000e-004**	**0.1686**	**0.0445**	**8.9000e-004**	**0.0454**		**140.9310**	**140.9310**	**3.4700e-003**	**3.4400e-003**	**142.0422**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	90.9348					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**91.1155**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0997	0.0683	0.9620	2.8200e-003	0.3465	2.0100e-003	0.3485	0.0919	1.8500e-003	0.0937		291.2574	291.2574	7.1800e-003	7.1000e-003	293.5539
Total	**0.0997**	**0.0683**	**0.9620**	**2.8200e-003**	**0.3465**	**2.0100e-003**	**0.3485**	**0.0919**	**1.8500e-003**	**0.0937**		**291.2574**	**291.2574**	**7.1800e-003**	**7.1000e-003**	**293.5539**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	90.9348					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**91.1155**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0997	0.0683	0.9620	2.8200e-003	0.3465	2.0100e-003	0.3485	0.0919	1.8500e-003	0.0937		291.2574	291.2574	7.1800e-003	7.1000e-003	293.5539
Total	**0.0997**	**0.0683**	**0.9620**	**2.8200e-003**	**0.3465**	**2.0100e-003**	**0.3485**	**0.0919**	**1.8500e-003**	**0.0937**		**291.2574**	**291.2574**	**7.1800e-003**	**7.1000e-003**	**293.5539**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.2749	3.8633	35.4119	0.0797	8.7445	0.0586	8.8031	2.3293	0.0544	2.3837		8,270.7562	8,270.7562	0.5388	0.3412	8,385.9178
Unmitigated	3.2749	3.8633	35.4119	0.0797	8.7445	0.0586	8.8031	2.3293	0.0544	2.3837		8,270.7562	8,270.7562	0.5388	0.3412	8,385.9178

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	108.40	108.40	108.40	349,206	349,206
Manufacturing	859.09	859.09	859.09	3,804,267	3,804,267
Parking Lot	0.00	0.00	0.00		
Total	967.49	967.49	967.49	4,153,473	4,153,473

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
Manufacturing	16.60	8.40	6.90	59.00	28.00	13.00	92	5	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352
Manufacturing	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352
Parking Lot	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376
NaturalGas Unmitigated	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	247.945	2.6700e-003	0.0243	0.0204	1.5000e-004		1.8500e-003	1.8500e-003		1.8500e-003	1.8500e-003		29.1700	29.1700	5.6000e-004	5.3000e-004	29.3434
Manufacturing	10286.7	0.1109	1.0085	0.8471	6.0500e-003		0.0767	0.0767		0.0767	0.0767		1,210.2026	1,210.2026	0.0232	0.0222	1,217.3942
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.1136**	**1.0328**	**0.8676**	**6.2000e-003**		**0.0785**	**0.0785**		**0.0785**	**0.0785**		**1,239.3726**	**1,239.3726**	**0.0238**	**0.0227**	**1,246.7376**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0.247945	2.6700e-003	0.0243	0.0204	1.5000e-004		1.8500e-003	1.8500e-003		1.8500e-003	1.8500e-003		29.1700	29.1700	5.6000e-004	5.3000e-004	29.3434
Manufacturing	10.2867	0.1109	1.0085	0.8471	6.0500e-003		0.0767	0.0767		0.0767	0.0767		1,210.2026	1,210.2026	0.0232	0.0222	1,217.3942
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.1136**	**1.0328**	**0.8676**	**6.2000e-003**		**0.0785**	**0.0785**		**0.0785**	**0.0785**		**1,239.3726**	**1,239.3726**	**0.0238**	**0.0227**	**1,246.7376**

6.0 Area Detail

6.1 Mitigation Measures Area

Hitco Proposed - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Unmitigated	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.4983					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8420					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.8300e-003	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Total	**4.3421**	**1.8000e-004**	**0.0199**	**0.0000**		**7.0000e-005**	**7.0000e-005**		**7.0000e-005**	**7.0000e-005**		**0.0427**	**0.0427**	**1.1000e-004**		**0.0455**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.4983					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8420					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.8300e-003	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Total	**4.3421**	**1.8000e-004**	**0.0199**	**0.0000**		**7.0000e-005**	**7.0000e-005**		**7.0000e-005**	**7.0000e-005**		**0.0427**	**0.0427**	**1.1000e-004**		**0.0455**

7.0 Water Detail

7.1 Mitigation Measures Water

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Construction	
2023	
Annual Emissions (tons/year)	0.1003
Daily Emissions (lbs/day)	0.549589041
Construction Duration (days)	364
Total DPM (lbs)	200.050411
Total DPM (g)	90742.86641
Start Date	1/2/2023
End Date	1/1/2024
Construction Days	364
2024	
Annual Emissions (tons/year)	0.0132
Daily Emissions (lbs/day)	0.072328767
Construction Duration (days)	150
Total DPM (lbs)	10.84931507
Total DPM (g)	4921.249315
Start Date	1/1/2024
End Date	5/30/2024
Construction Days	150
Total	
Total DPM (lbs)	210.899726
Total DPM (g)	95664.11573
Emission Rate (g/s)	0.002154131
Release Height (meters)	3
Total Acreage	8.46
Max Horizontal (meters)	261.67
Min Horizontal (meters)	130.84
Initial Vertical Dimension (meters)	1.5
Setting	Urban
Population	59,702
Start Date	1/2/2023
End Date	5/30/2024
Total Construction Days	514
Total Years of Construction	1.41
Total Years of Operation	28.59

Operation	
Emission Rate	
Annual Emissions (tons/year)	0.0015
Daily Emissions (lbs/day)	0.008219178
Total DPM (lbs)	3
Emission Rate (g/s)	4.31507E-05
Release Height (meters)	3
Total Acreage	8.46
Max Horizontal (meters)	261.67
Min Horizontal (meters)	130.84
Initial Vertical Dimension (meters)	1.5
Setting	Urban
Population	59,702

```
AERSCREEN 21112 / AERMOD 21112                                        11/08/22
                                                                      16:33:46

TITLE: Gardena Industrial Center, Construction


-----------------------------------------------------------------------------
******************************  AREA PARAMETERS  ****************************
-----------------------------------------------------------------------------

SOURCE EMISSION RATE:         0.215E-02 g/s             0.171E-01 lb/hr

AREA EMISSION RATE:           0.629E-07 g/(s-m2)        0.499E-06 lb/(hr-m2)
AREA HEIGHT:                       3.00 meters               9.84 feet
AREA SOURCE LONG SIDE:           261.67 meters             858.50 feet
AREA SOURCE SHORT SIDE:          130.84 meters             429.27 feet
INITIAL VERTICAL DIMENSION:        1.50 meters               4.92 feet
RURAL OR URBAN:                   URBAN
POPULATION:                       59702

INITIAL PROBE DISTANCE =          5000. meters             16404. feet



-----------------------------------------------------------------------------
***********************  BUILDING DOWNWASH PARAMETERS  **********************
-----------------------------------------------------------------------------

               BUILDING DOWNWASH NOT USED FOR NON-POINT SOURCES



-----------------------------------------------------------------------------
**************************  FLOW SECTOR ANALYSIS  ***************************
                 25 meter receptor spacing: 1. meters - 5000. meters
-----------------------------------------------------------------------------


   MAXIMUM  IMPACT  RECEPTOR

   Zo        SURFACE   1-HR CONC  RADIAL  DIST   TEMPORAL
   SECTOR    ROUGHNESS  (ug/m3)    (deg)   (m)    PERIOD
  ---------------------------------------------------
      1*       1.000     2.457       5   125.0     WIN
* = worst case diagonal



-----------------------------------------------------------------------------
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**********************  MAKEMET METEOROLOGY PARAMETERS  *********************
-------------------------------------------------------------------------------

MIN/MAX TEMPERATURE:    250.0 / 310.0 (K)

MINIMUM WIND SPEED:       0.5 m/s

ANEMOMETER HEIGHT:     10.000 meters

SURFACE CHARACTERISTICS INPUT: AERMET SEASONAL TABLES

DOMINANT SURFACE PROFILE: Urban
DOMINANT CLIMATE TYPE:    Average Moisture
DOMINANT SEASON:          Winter

ALBEDO:                  0.35
BOWEN RATIO:             1.50
ROUGHNESS LENGTH:       1.000 (meters)

SURFACE FRICTION VELOCITY (U*) NOT ADUSTED


       METEOROLOGY CONDITIONS USED TO PREDICT OVERALL MAXIMUM IMPACT
       -------------------------------------------------------------

 YR MO DY JDY HR
 -- -- -- --- --
 10 01 10  10 01

    H0     U*     W*  DT/DZ ZICNV ZIMCH  M-O LEN    Z0  BOWEN ALBEDO  REF WS
 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
 -1.30  0.043 -9.000  0.020 -999.   21.      6.0 1.000   1.50   0.35    0.50

    HT  REF TA     HT
- - - - - - - - - - -
  10.0   310.0    2.0



-------------------------------------------------------------------------------
************************ AERSCREEN AUTOMATED DISTANCES *********************
                  OVERALL MAXIMUM CONCENTRATIONS BY DISTANCE
-------------------------------------------------------------------------------


                      MAXIMUM                            MAXIMUM
           DIST     1-HR CONC                  DIST     1-HR CONC
            (m)      (ug/m3)                    (m)      (ug/m3)
         ---------------------              ---------------------
           1.00     1.881                   2525.00    0.4969E-01
```

25.00	2.026	2550.00	0.4902E-01
50.00	2.156	2575.00	0.4837E-01
75.00	2.268	2600.00	0.4774E-01
100.00	2.367	2625.00	0.4711E-01
125.00	2.457	2650.00	0.4651E-01
150.00	2.295	2675.00	0.4591E-01
175.00	1.624	2700.00	0.4533E-01
200.00	1.331	2725.00	0.4476E-01
225.00	1.149	2750.00	0.4421E-01
250.00	1.014	2775.00	0.4366E-01
275.00	0.9035	2800.00	0.4313E-01
300.00	0.8126	2825.00	0.4261E-01
325.00	0.7361	2850.00	0.4210E-01
350.00	0.6712	2875.00	0.4160E-01
375.00	0.6153	2900.00	0.4111E-01
400.00	0.5672	2925.00	0.4063E-01
425.00	0.5250	2950.00	0.4016E-01
450.00	0.4881	2975.00	0.3970E-01
475.00	0.4551	3000.00	0.3924E-01
500.00	0.4262	3025.00	0.3880E-01
525.00	0.4000	3050.00	0.3837E-01
550.00	0.3766	3075.00	0.3794E-01
575.00	0.3555	3100.00	0.3752E-01
600.00	0.3362	3125.00	0.3711E-01
625.00	0.3187	3150.00	0.3671E-01
650.00	0.3027	3174.99	0.3631E-01
675.00	0.2883	3199.99	0.3593E-01
700.00	0.2749	3225.00	0.3555E-01
725.00	0.2623	3250.00	0.3517E-01
750.00	0.2508	3275.00	0.3481E-01
775.00	0.2401	3300.00	0.3445E-01
800.00	0.2303	3325.00	0.3409E-01
825.00	0.2212	3350.00	0.3374E-01
850.00	0.2126	3375.00	0.3340E-01
875.00	0.2046	3400.00	0.3307E-01
900.00	0.1971	3425.00	0.3274E-01
925.00	0.1900	3450.00	0.3241E-01
950.00	0.1833	3475.00	0.3209E-01
975.00	0.1771	3500.00	0.3178E-01
1000.00	0.1712	3525.00	0.3147E-01
1025.00	0.1657	3550.00	0.3117E-01
1050.00	0.1605	3575.00	0.3087E-01
1075.00	0.1555	3600.00	0.3058E-01
1100.00	0.1508	3625.00	0.3029E-01
1125.00	0.1463	3650.00	0.3001E-01
1150.00	0.1421	3675.00	0.2973E-01
1175.00	0.1380	3700.00	0.2945E-01
1200.00	0.1342	3725.00	0.2918E-01
1225.00	0.1305	3750.00	0.2892E-01
1250.00	0.1271	3775.00	0.2866E-01

1275.00	0.1238	3800.00	0.2840E-01
1300.00	0.1206	3825.00	0.2814E-01
1325.00	0.1175	3849.99	0.2790E-01
1350.00	0.1146	3875.00	0.2765E-01
1375.00	0.1118	3900.00	0.2741E-01
1400.00	0.1092	3925.00	0.2717E-01
1425.00	0.1066	3950.00	0.2693E-01
1450.00	0.1041	3975.00	0.2670E-01
1475.00	0.1017	4000.00	0.2647E-01
1500.00	0.9945E-01	4025.00	0.2625E-01
1525.00	0.9725E-01	4050.00	0.2603E-01
1550.00	0.9513E-01	4075.00	0.2581E-01
1575.00	0.9309E-01	4100.00	0.2559E-01
1600.00	0.9113E-01	4125.00	0.2538E-01
1625.00	0.8925E-01	4150.00	0.2517E-01
1650.00	0.8743E-01	4175.00	0.2497E-01
1675.00	0.8567E-01	4200.00	0.2476E-01
1700.00	0.8397E-01	4225.00	0.2456E-01
1725.00	0.8232E-01	4250.00	0.2437E-01
1750.00	0.8074E-01	4275.00	0.2417E-01
1775.00	0.7921E-01	4300.00	0.2398E-01
1800.00	0.7773E-01	4325.00	0.2379E-01
1825.00	0.7630E-01	4350.00	0.2360E-01
1850.00	0.7491E-01	4375.00	0.2342E-01
1875.00	0.7357E-01	4400.00	0.2324E-01
1900.00	0.7227E-01	4425.00	0.2306E-01
1925.00	0.7101E-01	4450.00	0.2288E-01
1950.00	0.6978E-01	4475.00	0.2271E-01
1975.00	0.6860E-01	4500.00	0.2253E-01
2000.00	0.6744E-01	4525.00	0.2236E-01
2025.00	0.6632E-01	4550.00	0.2220E-01
2050.00	0.6523E-01	4575.00	0.2203E-01
2075.00	0.6417E-01	4600.00	0.2187E-01
2100.00	0.6314E-01	4625.00	0.2171E-01
2125.00	0.6213E-01	4650.00	0.2155E-01
2150.00	0.6116E-01	4675.00	0.2139E-01
2175.00	0.6020E-01	4700.00	0.2123E-01
2200.00	0.5927E-01	4725.00	0.2108E-01
2225.00	0.5837E-01	4750.00	0.2093E-01
2250.00	0.5749E-01	4775.00	0.2078E-01
2275.00	0.5663E-01	4800.00	0.2063E-01
2300.00	0.5580E-01	4825.00	0.2048E-01
2325.00	0.5498E-01	4850.00	0.2034E-01
2350.00	0.5419E-01	4875.00	0.2020E-01
2375.00	0.5342E-01	4900.00	0.2006E-01
2400.00	0.5266E-01	4925.00	0.1992E-01
2425.00	0.5251E-01	4950.00	0.1978E-01
2450.00	0.5178E-01	4975.00	0.1964E-01
2475.00	0.5107E-01	5000.00	0.1951E-01
2500.00	0.5037E-01		

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-----------------------------------------------------------------------------
**********************  AERSCREEN MAXIMUM IMPACT SUMMARY  ********************
-----------------------------------------------------------------------------

3-hour, 8-hour, and 24-hour scaled
concentrations are equal to the 1-hour concentration as referenced in
SCREENING PROCEDURES FOR ESTIMATING THE AIR QUALITY
IMPACT OF STATIONARY SOURCES, REVISED (Section 4.5.4)
Report number EPA-454/R-92-019
http://www.epa.gov/scram001/guidance_permit.htm
under Screening Guidance

                     MAXIMUM      SCALED      SCALED      SCALED      SCALED
                      1-HOUR      3-HOUR      8-HOUR     24-HOUR      ANNUAL
  CALCULATION          CONC        CONC        CONC        CONC        CONC
   PROCEDURE         (ug/m3)     (ug/m3)     (ug/m3)     (ug/m3)     (ug/m3)
---------------    ----------  ----------  ----------  ----------  ----------
FLAT TERRAIN        2.481       2.481       2.481       2.481         N/A

DISTANCE FROM SOURCE        132.00 meters



IMPACT AT THE
AMBIENT BOUNDARY    1.881       1.881       1.881       1.881         N/A

DISTANCE FROM SOURCE          1.00 meters
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AERSCREEN 21112 / AERMOD 21112                                          11/08/22
                                                                        16:37:32

TITLE: Gardena Industrial Center, Operation


-----------------------------------------------------------------------------
******************************  AREA PARAMETERS  ****************************
-----------------------------------------------------------------------------

SOURCE EMISSION RATE:         0.432E-04 g/s             0.342E-03 lb/hr

AREA EMISSION RATE:           0.126E-08 g/(s-m2)        0.100E-07 lb/(hr-m2)
AREA HEIGHT:                       3.00 meters               9.84 feet
AREA SOURCE LONG SIDE:           261.67 meters             858.50 feet
AREA SOURCE SHORT SIDE:          130.84 meters             429.27 feet
INITIAL VERTICAL DIMENSION:        1.50 meters               4.92 feet
RURAL OR URBAN:                   URBAN
POPULATION:                       59702

INITIAL PROBE DISTANCE =          5000. meters             16404. feet



-----------------------------------------------------------------------------
************************  BUILDING DOWNWASH PARAMETERS  **********************
-----------------------------------------------------------------------------

               BUILDING DOWNWASH NOT USED FOR NON-POINT SOURCES



-----------------------------------------------------------------------------
**************************  FLOW SECTOR ANALYSIS  ****************************
                 25 meter receptor spacing: 1. meters - 5000. meters
-----------------------------------------------------------------------------


   MAXIMUM  IMPACT  RECEPTOR

   Zo        SURFACE   1-HR CONC  RADIAL  DIST   TEMPORAL
   SECTOR    ROUGHNESS  (ug/m3)    (deg)   (m)    PERIOD
  ---------------------------------------------------
      1*       1.000    0.4921E-01   5   125.0     WIN
* = worst case diagonal



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**********************  MAKEMET METEOROLOGY PARAMETERS  *********************
--------------------------------------------------------------------------------

MIN/MAX TEMPERATURE:    250.0 / 310.0 (K)

MINIMUM WIND SPEED:       0.5 m/s

ANEMOMETER HEIGHT:     10.000 meters

SURFACE CHARACTERISTICS INPUT: AERMET SEASONAL TABLES

DOMINANT SURFACE PROFILE: Urban
DOMINANT CLIMATE TYPE:    Average Moisture
DOMINANT SEASON:          Winter

ALBEDO:                  0.35
BOWEN RATIO:             1.50
ROUGHNESS LENGTH:       1.000 (meters)

SURFACE FRICTION VELOCITY (U*) NOT ADUSTED


       METEOROLOGY CONDITIONS USED TO PREDICT OVERALL MAXIMUM IMPACT
       -------------------------------------------------------------

 YR MO DY JDY HR
 -- -- -- --- --
 10 01 10  10 01

    H0     U*     W*  DT/DZ ZICNV ZIMCH  M-O LEN    Z0  BOWEN ALBEDO  REF WS
 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
 -1.30  0.043 -9.000  0.020 -999.   21.      6.0 1.000   1.50   0.35    0.50

    HT  REF TA     HT
- - - - - - - - - - -
  10.0   310.0    2.0



--------------------------------------------------------------------------------
************************ AERSCREEN AUTOMATED DISTANCES *********************
                  OVERALL MAXIMUM CONCENTRATIONS BY DISTANCE
--------------------------------------------------------------------------------


                      MAXIMUM                            MAXIMUM
           DIST     1-HR CONC                  DIST     1-HR CONC
            (m)      (ug/m3)                    (m)      (ug/m3)
         ---------------------              ---------------------
           1.00    0.3767E-01              2525.00    0.9950E-03
```

25.00	0.4057E-01	2550.00	0.9817E-03
50.00	0.4317E-01	2575.00	0.9687E-03
75.00	0.4542E-01	2600.00	0.9559E-03
100.00	0.4740E-01	2625.00	0.9435E-03
125.00	0.4921E-01	2650.00	0.9313E-03
150.00	0.4595E-01	2675.00	0.9194E-03
175.00	0.3253E-01	2700.00	0.9078E-03
200.00	0.2665E-01	2725.00	0.8964E-03
225.00	0.2300E-01	2750.00	0.8853E-03
250.00	0.2030E-01	2775.00	0.8744E-03
275.00	0.1809E-01	2800.00	0.8637E-03
300.00	0.1627E-01	2825.00	0.8533E-03
325.00	0.1474E-01	2850.00	0.8430E-03
350.00	0.1344E-01	2875.00	0.8330E-03
375.00	0.1232E-01	2900.00	0.8232E-03
400.00	0.1136E-01	2925.00	0.8136E-03
425.00	0.1051E-01	2950.00	0.8042E-03
450.00	0.9774E-02	2975.00	0.7949E-03
475.00	0.9114E-02	3000.00	0.7859E-03
500.00	0.8534E-02	3025.00	0.7770E-03
525.00	0.8011E-02	3050.00	0.7683E-03
550.00	0.7541E-02	3075.00	0.7598E-03
575.00	0.7119E-02	3100.00	0.7514E-03
600.00	0.6733E-02	3125.00	0.7432E-03
625.00	0.6381E-02	3150.00	0.7351E-03
650.00	0.6063E-02	3174.99	0.7272E-03
675.00	0.5772E-02	3199.99	0.7194E-03
700.00	0.5504E-02	3225.00	0.7118E-03
725.00	0.5253E-02	3250.00	0.7043E-03
750.00	0.5022E-02	3275.00	0.6970E-03
775.00	0.4809E-02	3300.00	0.6898E-03
800.00	0.4612E-02	3325.00	0.6827E-03
825.00	0.4429E-02	3350.00	0.6757E-03
850.00	0.4258E-02	3375.00	0.6689E-03
875.00	0.4097E-02	3400.00	0.6622E-03
900.00	0.3946E-02	3425.00	0.6556E-03
925.00	0.3805E-02	3450.00	0.6491E-03
950.00	0.3672E-02	3475.00	0.6427E-03
975.00	0.3546E-02	3500.00	0.6364E-03
1000.00	0.3429E-02	3525.00	0.6303E-03
1025.00	0.3318E-02	3550.00	0.6242E-03
1050.00	0.3213E-02	3575.00	0.6182E-03
1075.00	0.3114E-02	3600.00	0.6124E-03
1100.00	0.3020E-02	3625.00	0.6066E-03
1125.00	0.2930E-02	3650.00	0.6009E-03
1150.00	0.2845E-02	3675.00	0.5953E-03
1175.00	0.2764E-02	3700.00	0.5898E-03
1200.00	0.2687E-02	3725.00	0.5844E-03
1225.00	0.2614E-02	3750.00	0.5791E-03
1250.00	0.2544E-02	3775.00	0.5739E-03

1275.00	0.2478E-02	3800.00	0.5687E-03
1300.00	0.2415E-02	3825.00	0.5636E-03
1325.00	0.2354E-02	3849.99	0.5586E-03
1350.00	0.2295E-02	3875.00	0.5537E-03
1375.00	0.2239E-02	3900.00	0.5488E-03
1400.00	0.2186E-02	3925.00	0.5441E-03
1425.00	0.2135E-02	3950.00	0.5394E-03
1450.00	0.2085E-02	3975.00	0.5347E-03
1475.00	0.2037E-02	4000.00	0.5302E-03
1500.00	0.1991E-02	4025.00	0.5257E-03
1525.00	0.1947E-02	4050.00	0.5212E-03
1550.00	0.1905E-02	4075.00	0.5169E-03
1575.00	0.1864E-02	4100.00	0.5125E-03
1600.00	0.1825E-02	4125.00	0.5083E-03
1625.00	0.1787E-02	4150.00	0.5041E-03
1650.00	0.1751E-02	4175.00	0.5000E-03
1675.00	0.1716E-02	4200.00	0.4959E-03
1700.00	0.1681E-02	4225.00	0.4919E-03
1725.00	0.1649E-02	4250.00	0.4880E-03
1750.00	0.1617E-02	4275.00	0.4841E-03
1775.00	0.1586E-02	4300.00	0.4802E-03
1800.00	0.1557E-02	4325.00	0.4764E-03
1825.00	0.1528E-02	4350.00	0.4727E-03
1850.00	0.1500E-02	4375.00	0.4690E-03
1875.00	0.1473E-02	4400.00	0.4653E-03
1900.00	0.1447E-02	4425.00	0.4618E-03
1925.00	0.1422E-02	4450.00	0.4582E-03
1950.00	0.1397E-02	4475.00	0.4547E-03
1975.00	0.1374E-02	4500.00	0.4513E-03
2000.00	0.1351E-02	4525.00	0.4479E-03
2025.00	0.1328E-02	4550.00	0.4445E-03
2050.00	0.1306E-02	4575.00	0.4412E-03
2075.00	0.1285E-02	4600.00	0.4379E-03
2100.00	0.1264E-02	4625.00	0.4347E-03
2125.00	0.1244E-02	4650.00	0.4315E-03
2150.00	0.1225E-02	4675.00	0.4283E-03
2175.00	0.1206E-02	4700.00	0.4252E-03
2200.00	0.1187E-02	4725.00	0.4221E-03
2225.00	0.1169E-02	4750.00	0.4191E-03
2250.00	0.1151E-02	4775.00	0.4161E-03
2275.00	0.1134E-02	4800.00	0.4131E-03
2300.00	0.1117E-02	4825.00	0.4102E-03
2325.00	0.1101E-02	4850.00	0.4073E-03
2350.00	0.1085E-02	4875.00	0.4045E-03
2375.00	0.1070E-02	4900.00	0.4016E-03
2400.00	0.1055E-02	4925.00	0.3989E-03
2425.00	0.1052E-02	4950.00	0.3961E-03
2450.00	0.1037E-02	4975.00	0.3934E-03
2475.00	0.1023E-02	5000.00	0.3907E-03
2500.00	0.1009E-02		

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-----------------------------------------------------------------------------
**********************  AERSCREEN MAXIMUM IMPACT SUMMARY  ********************
-----------------------------------------------------------------------------

3-hour, 8-hour, and 24-hour scaled
concentrations are equal to the 1-hour concentration as referenced in
SCREENING PROCEDURES FOR ESTIMATING THE AIR QUALITY
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Report number EPA-454/R-92-019
http://www.epa.gov/scram001/guidance_permit.htm
under Screening Guidance

                     MAXIMUM      SCALED      SCALED      SCALED      SCALED
                      1-HOUR      3-HOUR      8-HOUR     24-HOUR      ANNUAL
  CALCULATION          CONC        CONC        CONC        CONC        CONC
   PROCEDURE         (ug/m3)     (ug/m3)     (ug/m3)     (ug/m3)     (ug/m3)
---------------    ----------  ----------  ----------  ----------  ----------
FLAT TERRAIN       0.4968E-01  0.4968E-01  0.4968E-01  0.4968E-01     N/A

DISTANCE FROM SOURCE        132.00 meters



IMPACT AT THE
AMBIENT BOUNDARY   0.3767E-01  0.3767E-01  0.3767E-01  0.3767E-01     N/A

DISTANCE FROM SOURCE          1.00 meters
```

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Geologic and Hydrogeologic Characterization
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
Industrial Stormwater Compliance
CEQA Review

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist
California Certified Hydrogeologist
Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 30 years of experience in environmental policy, contaminant assessment and remediation, stormwater compliance, and CEQA review. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) and directed efforts to improve hydrogeologic characterization and water quality monitoring. For the past 15 years, as a founding partner with SWAPE, Matt has developed extensive client relationships and has managed complex projects that include consultation as an expert witness and a regulatory specialist, and a manager of projects ranging from industrial stormwater compliance to CEQA review of impacts from hazardous waste, air quality and greenhouse gas emissions.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2104, 2017;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 300 environmental impact reports and negative declarations since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at more than 100 industrial facilities.
- Expert witness on numerous cases including, for example, perfluorooctanoic acid (PFOA) contamination of groundwater, MTBE litigation, air toxins at hazards at a school, CERCLA compliance in assessment and remediation, and industrial stormwater contamination.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.
- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted

public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9.

Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific

principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt is currently a part time geology instructor at Golden West College in Huntington Beach, California where he taught from 2010 to 2014 and in 2017.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal repesentatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F**. 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examinations, 2009-2011.

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Thesis on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years' experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, industrial, military and agricultural sources, unconventional oil drilling operations, and locomotive and construction engines. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities. Dr. Rosenfeld has also successfully modeled exposure to contaminants distributed by water systems and via vapor intrusion.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, creosote, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at sites and has testified as an expert witness on numerous cases involving exposure to soil, water and air contaminants from industrial, railroad, agricultural, and military sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health.* 18:48

Simons, R.A., Seo, Y. **Rosenfeld, P**., (2015) Modeling the Effect of Refinery Emission On Residential Property Value. Journal of Real Estate Research. 27(3):321-342

Chen, J. A, Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.,** Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermod and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

Rosenfeld, P.E. & Feng, L. (2011). *The Risks of Hazardous Waste.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health*. 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution,* 123 (17), 319-327.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research*. 105, 194-197.

Rosenfeld, P.E., J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

Rosenfeld, P. E., M. Suffet. (2007). The Anatomy Of Odour Wheels For Odours Of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities.* Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme For The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004.* New Orleans, October 2-6, 2004.

Rosenfeld, P.E., and Suffet, I.H. (2004). Understanding Odorants Associated With Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

Rosenfeld, P. E., Grey, M. A., Sellew, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS–6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

Rosenfeld, P.E., and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality.* 29, 1662-1668.

Rosenfeld, P.E., C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affect on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

Rosenfeld, P.E., and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

Rosenfeld, P.E., and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research*. 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld. (**1998). Compost Amendment Handbook For Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation On St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions From Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Masters thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelors Thesis. University of California.

Presentations:

Rosenfeld, P.E., "The science for Perfluorinated Chemicals (PFAS): What makes remediation so hard?" Law Seminars International, (May 9-10, 2018) 800 Fifth Avenue, Suite 101 Seattle, WA.

Rosenfeld, P.E., Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society.* Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution.* Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluoroctanoic Acid (PFOA) and Perfluoroactane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States" Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (20-22 July, 2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water.* Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International*

Conferences on Soils Sediment and Water. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting.* Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition.* Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference.* Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference.* Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference.* Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference.* Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants*.. Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conferenc*e. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation.* Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest.* Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell.* Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition, 5-14-2021
Trial, October 8-4-2021

In the Circuit Court of Cook County Illinois
Joseph Rafferty, Plaintiff vs. Consolidated Rail Corporation and National Railroad Passenger Corporation d/b/a AMTRAK,
Case No.: No. 18-L-6845
Rosenfeld Deposition, 6-28-2021

In the United States District Court For the Northern District of Illinois
Theresa Romcoe, Plaintiff vs. Northeast Illinois Regional Commuter Railroad Corporation d/b/a METRA Rail, Defendants
Case No.: No. 17-cv-8517
Rosenfeld Deposition, 5-25-2021

In the Superior Court of the State of Arizona In and For the Cunty of Maricopa
Mary Tryon et al., Plaintiff vs. The City of Pheonix v. Cox Cactus Farm, L.L.C., Utah Shelter Systems, Inc.
Case Number CV20127-094749
Rosenfeld Deposition: 5-7-2021

In the United States District Court for the Eastern District of Texas Beaumont Division
Robinson, Jeremy et al *Plaintiffs*, vs. CNA Insurance Company et al.
Case Number 1:17-cv-000508
Rosenfeld Deposition: 3-25-2021

In the Superior Court of the State of California, County of San Bernardino
Gary Garner, Personal Representative for the Estate of Melvin Garner vs. BNSF Railway Company.
Case No. 1720288
Rosenfeld Deposition 2-23-2021

In the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse
Benny M Rodriguez vs. Union Pacific Railroad, A Corporation, et al.
Case No. 18STCV01162
Rosenfeld Deposition 12-23-2020

In the Circuit Court of Jackson County, Missouri
Karen Cornwell, *Plaintiff,* vs. Marathon Petroleum, LP, *Defendant.*
Case No.: 1716-CV10006
Rosenfeld Deposition. 8-30-2019

In the United States District Court For The District of New Jersey
Duarte et al, *Plaintiffs,* vs. United States Metals Refining Company et. al. *Defendant.*
Case No.: 2:17-cv-01624-ES-SCM
Rosenfeld Deposition. 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk, *Plaintiffs,* vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" *Defendant.*
Case No.: 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition. 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No.: No. BC615636
Rosenfeld Deposition, 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No.: No. BC646857
Rosenfeld Deposition, 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiff vs. The 3M Company et al., Defendants
Case No.: 1:16-cv-02531-RBJ
Rosenfeld Deposition, 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District
Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants
Cause No.: 1923
Rosenfeld Deposition, 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintiffs vs. Chevron Corporation, et al., Defendants
Cause No C12-01481
Rosenfeld Deposition, 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition, 8-23-2017

In United States District Court For The Southern District of Mississippi
Guy Manuel vs. The BP Exploration et al., Defendants
Case: No 1:19-cv-00315-RHW
Rosenfeld Deposition, 4-22-2020

In The Superior Court of the State of California, For The County of Los Angeles
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No.: LC102019 (c/w BC582154)
Rosenfeld Deposition, 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., *Plaintiffs,* vs. Meritor Inc., et al., *Defendants*
Case Number: 4:16-cv-52-DMB-JVM
Rosenfeld Deposition: July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No.: No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial, March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No.: RG14711115
Rosenfeld Deposition, September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No.: LALA002187
Rosenfeld Deposition, August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action N0. 14-C-30000
Rosenfeld Deposition, June 2015

In The Iowa District Court For Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No 4980
Rosenfeld Deposition: May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case Number CACE07030358 (26)
Rosenfeld Deposition: December 2014

In the County Court of Dallas County Texas
Lisa Parr et al, *Plaintiff*, vs. Aruba et al, *Defendant.*
Case Number cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial: April 2014

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., *Plaintiffs,* vs. Republic Services, Inc., et al., *Defendants*
Case Number: 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition: October 2012

In the United States District Court for the Middle District of Alabama, Northern Division
James K. Benefield, et al., *Plaintiffs*, vs. International Paper Company, *Defendant*.
Civil Action Number 2:09-cv-232-WHA-TFM
Rosenfeld Deposition: July 2010, June 2011

In the Circuit Court of Jefferson County Alabama
Jaeanette Moss Anthony, et al., *Plaintiffs*, vs. Drummond Company Inc., et al., *Defendants*
Civil Action No. CV 2008-2076
Rosenfeld Deposition: September 2010

In the United States District Court, Western District Lafayette Division
Ackle et al., *Plaintiffs*, vs. Citgo Petroleum Corporation, et al., *Defendants*.
Case Number 2:07CV1052
Rosenfeld Deposition: July 2009

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Appendix C. Updated Air Quality Computer Modeling

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Hitco Proposed

Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	10.00	1000sqft	0.23	10,000.00	0
Manufacturing	180.86	1000sqft	4.15	180,860.00	0
Parking Lot	4.08	Acre	4.08	177,724.80	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	8			**Operational Year**	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Added parking to adjust lot acreage

Construction Phase - adjusted coating to simultaneous with last third of building construction

Demolition -

Grading -

Vehicle Trips - Adjusted consistent with TIA

Trips and VMT - Revised to reflect truckload estimate for HAZ-1 and 4 truck loads with 51 mile trip

Construction Off-road Equipment Mitigation -

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	20.00	69.00
tblGrading	MaterialExported	0.00	1,588.00
tblTripsAndVMT	HaulingTripLength	20.00	21.30
tblTripsAndVMT	HaulingTripNumber	199.00	228.00
tblVehicleTrips	ST_TR	2.21	10.84
tblVehicleTrips	ST_TR	6.42	4.75
tblVehicleTrips	SU_TR	0.70	10.84
tblVehicleTrips	SU_TR	5.09	4.75
tblVehicleTrips	WD_TR	9.74	10.84
tblVehicleTrips	WD_TR	3.93	4.75

2.0 Emissions Summary

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.2796	2.4472	2.8293	6.9200e-003	0.5501	0.1005	0.6506	0.1703	0.0942	0.2645	0.0000	627.3791	627.3791	0.0915	0.0276	637.8952
2024	0.9544	0.3022	0.4670	9.7000e-004	0.0340	0.0132	0.0472	9.1200e-003	0.0125	0.0216	0.0000	86.6363	86.6363	0.0134	2.1300e-003	87.6062
Maximum	**0.9544**	**2.4472**	**2.8293**	**6.9200e-003**	**0.5501**	**0.1005**	**0.6506**	**0.1703**	**0.0942**	**0.2645**	**0.0000**	**627.3791**	**627.3791**	**0.0915**	**0.0276**	**637.8952**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.2796	2.4472	2.8293	6.9200e-003	0.3767	0.1005	0.4772	0.1115	0.0942	0.2057	0.0000	627.3787	627.3787	0.0915	0.0276	637.8948
2024	0.9544	0.3022	0.4670	9.7000e-004	0.0340	0.0132	0.0472	9.1200e-003	0.0125	0.0216	0.0000	86.6363	86.6363	0.0134	2.1300e-003	87.6061
Maximum	**0.9544**	**2.4472**	**2.8293**	**6.9200e-003**	**0.3767**	**0.1005**	**0.4772**	**0.1115**	**0.0942**	**0.2057**	**0.0000**	**627.3787**	**627.3787**	**0.0915**	**0.0276**	**637.8948**

Hitco Proposed - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**29.68**	**0.00**	**24.84**	**32.77**	**0.00**	**20.55**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	**1-2-2023**	**4-1-2023**	0.8254	0.8254
2	**4-2-2023**	**7-1-2023**	0.6229	0.6229
3	**7-2-2023**	**10-1-2023**	0.6298	0.6298
4	**10-2-2023**	**1-1-2024**	0.6352	0.6352
5	**1-2-2024**	**4-1-2024**	0.6530	0.6530
6	**4-2-2024**	**7-1-2024**	0.5881	0.5881
		Highest	0.8254	0.8254

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.7923	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Energy	0.0207	0.1885	0.1583	1.1300e-003		0.0143	0.0143		0.0143	0.0143	0.0000	505.4054	505.4054	0.0293	6.8300e-003	508.1735
Mobile	0.5876	0.7142	6.5135	0.0147	1.5605	0.0106	1.5711	0.4163	9.8800e-003	0.4262	0.0000	1,380.2635	1,380.2635	0.0886	0.0568	1,399.3912
Waste						0.0000	0.0000		0.0000	0.0000	47.4126	0.0000	47.4126	2.8020	0.0000	117.4627
Water						0.0000	0.0000		0.0000	0.0000	13.8327	102.8310	116.6636	1.4294	0.0346	162.7097
Total	**1.4006**	**0.9027**	**6.6743**	**0.0158**	**1.5605**	**0.0250**	**1.5855**	**0.4163**	**0.0242**	**0.4405**	**61.2453**	**1,988.5047**	**2,049.7500**	**4.3493**	**0.0982**	**2,187.7423**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.7923	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Energy	0.0207	0.1885	0.1583	1.1300e-003		0.0143	0.0143		0.0143	0.0143	0.0000	505.4054	505.4054	0.0293	6.8300e-003	508.1735
Mobile	0.5876	0.7142	6.5135	0.0147	1.5605	0.0106	1.5711	0.4163	9.8800e-003	0.4262	0.0000	1,380.2635	1,380.2635	0.0886	0.0568	1,399.3912
Waste						0.0000	0.0000		0.0000	0.0000	47.4126	0.0000	47.4126	2.8020	0.0000	117.4627
Water						0.0000	0.0000		0.0000	0.0000	13.8327	102.8310	116.6636	1.4294	0.0346	162.7097
Total	**1.4006**	**0.9027**	**6.6743**	**0.0158**	**1.5605**	**0.0250**	**1.5855**	**0.4163**	**0.0242**	**0.4405**	**61.2453**	**1,988.5047**	**2,049.7500**	**4.3493**	**0.0982**	**2,187.7423**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	1/2/2023	1/27/2023	5	20	
2	Site Preparation	Site Preparation	1/28/2023	2/10/2023	5	10	
3	Grading	Grading	2/11/2023	3/10/2023	5	20	

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4	Building Construction	Building Construction	3/11/2023	1/26/2024	5	230	
5	Paving	Paving	1/27/2024	2/23/2024	5	20	
6	Architectural Coating	Architectural Coating	2/24/2024	5/30/2024	5	69	

Acres of Grading (Site Preparation Phase): 15

Acres of Grading (Grading Phase): 20

Acres of Paving: 4.08

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 286,290; Non-Residential Outdoor: 95,430; Striped Parking Area: 10,663 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	1	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	1,349.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	228.00	14.70	6.90	21.30	LD_Mix	HDT_Mix	HHDT
Building Construction	9	154.00	60.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	31.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

3.2 Demolition - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1460	0.0000	0.1460	0.0221	0.0000	0.0221	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0227	0.2148	0.1964	3.9000e-004		9.9800e-003	9.9800e-003		9.2800e-003	9.2800e-003	0.0000	33.9921	33.9921	9.5200e-003	0.0000	34.2301
Total	**0.0227**	**0.2148**	**0.1964**	**3.9000e-004**	**0.1460**	**9.9800e-003**	**0.1560**	**0.0221**	**9.2800e-003**	**0.0314**	**0.0000**	**33.9921**	**33.9921**	**9.5200e-003**	**0.0000**	**34.2301**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.4200e-003	0.0928	0.0236	3.9000e-004	0.0116	5.6000e-004	0.0122	3.1900e-003	5.3000e-004	3.7200e-003	0.0000	39.3415	39.3415	2.1700e-003	6.2500e-003	41.2575
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.8000e-004	3.8000e-004	5.1200e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.3248	1.3248	3.0000e-005	3.0000e-005	1.3358
Total	**1.9000e-003**	**0.0931**	**0.0287**	**4.0000e-004**	**0.0133**	**5.7000e-004**	**0.0138**	**3.6300e-003**	**5.4000e-004**	**4.1700e-003**	**0.0000**	**40.6663**	**40.6663**	**2.2000e-003**	**6.2800e-003**	**42.5932**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0657	0.0000	0.0657	9.9500e-003	0.0000	9.9500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0227	0.2148	0.1964	3.9000e-004		9.9800e-003	9.9800e-003		9.2800e-003	9.2800e-003	0.0000	33.9920	33.9920	9.5200e-003	0.0000	34.2300
Total	**0.0227**	**0.2148**	**0.1964**	**3.9000e-004**	**0.0657**	**9.9800e-003**	**0.0757**	**9.9500e-003**	**9.2800e-003**	**0.0192**	**0.0000**	**33.9920**	**33.9920**	**9.5200e-003**	**0.0000**	**34.2300**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.4200e-003	0.0928	0.0236	3.9000e-004	0.0116	5.6000e-004	0.0122	3.1900e-003	5.3000e-004	3.7200e-003	0.0000	39.3415	39.3415	2.1700e-003	6.2500e-003	41.2575
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.8000e-004	3.8000e-004	5.1200e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.3248	1.3248	3.0000e-005	3.0000e-005	1.3358
Total	**1.9000e-003**	**0.0931**	**0.0287**	**4.0000e-004**	**0.0133**	**5.7000e-004**	**0.0138**	**3.6300e-003**	**5.4000e-004**	**4.1700e-003**	**0.0000**	**40.6663**	**40.6663**	**2.2000e-003**	**6.2800e-003**	**42.5932**

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0983	0.0000	0.0983	0.0505	0.0000	0.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0133	0.1376	0.0912	1.9000e-004		6.3300e-003	6.3300e-003		5.8200e-003	5.8200e-003	0.0000	16.7254	16.7254	5.4100e-003	0.0000	16.8606
Total	**0.0133**	**0.1376**	**0.0912**	**1.9000e-004**	**0.0983**	**6.3300e-003**	**0.1046**	**0.0505**	**5.8200e-003**	**0.0563**	**0.0000**	**16.7254**	**16.7254**	**5.4100e-003**	**0.0000**	**16.8606**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.9000e-004	2.3000e-004	3.0700e-003	1.0000e-005	9.9000e-004	1.0000e-005	9.9000e-004	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.7949	0.7949	2.0000e-005	2.0000e-005	0.8015
Total	**2.9000e-004**	**2.3000e-004**	**3.0700e-003**	**1.0000e-005**	**9.9000e-004**	**1.0000e-005**	**9.9000e-004**	**2.6000e-004**	**1.0000e-005**	**2.7000e-004**	**0.0000**	**0.7949**	**0.7949**	**2.0000e-005**	**2.0000e-005**	**0.8015**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0442	0.0000	0.0442	0.0227	0.0000	0.0227	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0133	0.1376	0.0912	1.9000e-004		6.3300e-003	6.3300e-003		5.8200e-003	5.8200e-003	0.0000	16.7253	16.7253	5.4100e-003	0.0000	16.8606
Total	**0.0133**	**0.1376**	**0.0912**	**1.9000e-004**	**0.0442**	**6.3300e-003**	**0.0506**	**0.0227**	**5.8200e-003**	**0.0286**	**0.0000**	**16.7253**	**16.7253**	**5.4100e-003**	**0.0000**	**16.8606**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.9000e-004	2.3000e-004	3.0700e-003	1.0000e-005	9.9000e-004	1.0000e-005	9.9000e-004	2.6000e-004	1.0000e-005	2.7000e-004	0.0000	0.7949	0.7949	2.0000e-005	2.0000e-005	0.8015
Total	**2.9000e-004**	**2.3000e-004**	**3.0700e-003**	**1.0000e-005**	**9.9000e-004**	**1.0000e-005**	**9.9000e-004**	**2.6000e-004**	**1.0000e-005**	**2.7000e-004**	**0.0000**	**0.7949**	**0.7949**	**2.0000e-005**	**2.0000e-005**	**0.8015**

3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0709	0.0000	0.0709	0.0343	0.0000	0.0343	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0171	0.1794	0.1475	3.0000e-004		7.7500e-003	7.7500e-003		7.1300e-003	7.1300e-003	0.0000	26.0606	26.0606	8.4300e-003	0.0000	26.2713
Total	**0.0171**	**0.1794**	**0.1475**	**3.0000e-004**	**0.0709**	**7.7500e-003**	**0.0787**	**0.0343**	**7.1300e-003**	**0.0414**	**0.0000**	**26.0606**	**26.0606**	**8.4300e-003**	**0.0000**	**26.2713**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.5000e-004	0.0166	4.1400e-003	7.0000e-005	2.0900e-003	1.0000e-004	2.1900e-003	5.7000e-004	1.0000e-004	6.7000e-004	0.0000	7.0625	7.0625	3.9000e-004	1.1200e-003	7.4065
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.8000e-004	3.8000e-004	5.1200e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.3248	1.3248	3.0000e-005	3.0000e-005	1.3358
Total	**7.3000e-004**	**0.0169**	**9.2600e-003**	**8.0000e-005**	**3.7300e-003**	**1.1000e-004**	**3.8400e-003**	**1.0100e-003**	**1.1000e-004**	**1.1200e-003**	**0.0000**	**8.3873**	**8.3873**	**4.2000e-004**	**1.1500e-003**	**8.7423**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0319	0.0000	0.0319	0.0154	0.0000	0.0154	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0171	0.1794	0.1475	3.0000e-004		7.7500e-003	7.7500e-003		7.1300e-003	7.1300e-003	0.0000	26.0606	26.0606	8.4300e-003	0.0000	26.2713
Total	**0.0171**	**0.1794**	**0.1475**	**3.0000e-004**	**0.0319**	**7.7500e-003**	**0.0397**	**0.0154**	**7.1300e-003**	**0.0226**	**0.0000**	**26.0606**	**26.0606**	**8.4300e-003**	**0.0000**	**26.2713**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.5000e-004	0.0166	4.1400e-003	7.0000e-005	2.0900e-003	1.0000e-004	2.1900e-003	5.7000e-004	1.0000e-004	6.7000e-004	0.0000	7.0625	7.0625	3.9000e-004	1.1200e-003	7.4065
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.8000e-004	3.8000e-004	5.1200e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.3248	1.3248	3.0000e-005	3.0000e-005	1.3358
Total	**7.3000e-004**	**0.0169**	**9.2600e-003**	**8.0000e-005**	**3.7300e-003**	**1.1000e-004**	**3.8400e-003**	**1.0100e-003**	**1.1000e-004**	**1.1200e-003**	**0.0000**	**8.3873**	**8.3873**	**4.2000e-004**	**1.1500e-003**	**8.7423**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1651	1.5104	1.7056	2.8300e-003		0.0735	0.0735		0.0691	0.0691	0.0000	243.3950	243.3950	0.0579	0.0000	244.8425
Total	**0.1651**	**1.5104**	**1.7056**	**2.8300e-003**		**0.0735**	**0.0735**		**0.0691**	**0.0691**	**0.0000**	**243.3950**	**243.3950**	**0.0579**	**0.0000**	**244.8425**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.1200e-003	0.2539	0.0950	1.1700e-003	0.0397	1.2200e-003	0.0409	0.0115	1.1700e-003	0.0126	0.0000	114.5480	114.5480	3.8300e-003	0.0165	119.5563
Worker	0.0513	0.0408	0.5524	1.5400e-003	0.1772	1.0900e-003	0.1783	0.0471	1.0000e-003	0.0481	0.0000	142.8096	142.8096	3.7500e-003	3.6700e-003	143.9975
Total	**0.0585**	**0.2947**	**0.6475**	**2.7100e-003**	**0.2169**	**2.3100e-003**	**0.2192**	**0.0585**	**2.1700e-003**	**0.0607**	**0.0000**	**257.3576**	**257.3576**	**7.5800e-003**	**0.0202**	**263.5538**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1651	1.5104	1.7056	2.8300e-003		0.0735	0.0735		0.0691	0.0691	0.0000	243.3947	243.3947	0.0579	0.0000	244.8422
Total	**0.1651**	**1.5104**	**1.7056**	**2.8300e-003**		**0.0735**	**0.0735**		**0.0691**	**0.0691**	**0.0000**	**243.3947**	**243.3947**	**0.0579**	**0.0000**	**244.8422**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.1200e-003	0.2539	0.0950	1.1700e-003	0.0397	1.2200e-003	0.0409	0.0115	1.1700e-003	0.0126	0.0000	114.5480	114.5480	3.8300e-003	0.0165	119.5563
Worker	0.0513	0.0408	0.5524	1.5400e-003	0.1772	1.0900e-003	0.1783	0.0471	1.0000e-003	0.0481	0.0000	142.8096	142.8096	3.7500e-003	3.6700e-003	143.9975
Total	**0.0585**	**0.2947**	**0.6475**	**2.7100e-003**	**0.2169**	**2.3100e-003**	**0.2192**	**0.0585**	**2.1700e-003**	**0.0607**	**0.0000**	**257.3576**	**257.3576**	**7.5800e-003**	**0.0202**	**263.5538**

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0147	0.1344	0.1617	2.7000e-004		6.1300e-003	6.1300e-003		5.7700e-003	5.7700e-003	0.0000	23.1849	23.1849	5.4800e-003	0.0000	23.3220
Total	**0.0147**	**0.1344**	**0.1617**	**2.7000e-004**		**6.1300e-003**	**6.1300e-003**		**5.7700e-003**	**5.7700e-003**	**0.0000**	**23.1849**	**23.1849**	**5.4800e-003**	**0.0000**	**23.3220**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	6.6000e-004	0.0242	8.8600e-003	1.1000e-004	3.7800e-003	1.2000e-004	3.9000e-003	1.0900e-003	1.1000e-004	1.2000e-003	0.0000	10.7457	10.7457	3.7000e-004	1.5500e-003	11.2161
Worker	4.5600e-003	3.4700e-003	0.0490	1.4000e-004	0.0169	1.0000e-004	0.0170	4.4800e-003	9.0000e-005	4.5700e-003	0.0000	13.3215	13.3215	3.2000e-004	3.3000e-004	13.4264
Total	**5.2200e-003**	**0.0277**	**0.0579**	**2.5000e-004**	**0.0207**	**2.2000e-004**	**0.0209**	**5.5700e-003**	**2.0000e-004**	**5.7700e-003**	**0.0000**	**24.0671**	**24.0671**	**6.9000e-004**	**1.8800e-003**	**24.6425**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0147	0.1344	0.1617	2.7000e-004		6.1300e-003	6.1300e-003		5.7700e-003	5.7700e-003	0.0000	23.1849	23.1849	5.4800e-003	0.0000	23.3220
Total	**0.0147**	**0.1344**	**0.1617**	**2.7000e-004**		**6.1300e-003**	**6.1300e-003**		**5.7700e-003**	**5.7700e-003**	**0.0000**	**23.1849**	**23.1849**	**5.4800e-003**	**0.0000**	**23.3220**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	6.6000e-004	0.0242	8.8600e-003	1.1000e-004	3.7800e-003	1.2000e-004	3.9000e-003	1.0900e-003	1.1000e-004	1.2000e-003	0.0000	10.7457	10.7457	3.7000e-004	1.5500e-003	11.2161
Worker	4.5600e-003	3.4700e-003	0.0490	1.4000e-004	0.0169	1.0000e-004	0.0170	4.4800e-003	9.0000e-005	4.5700e-003	0.0000	13.3215	13.3215	3.2000e-004	3.3000e-004	13.4264
Total	**5.2200e-003**	**0.0277**	**0.0579**	**2.5000e-004**	**0.0207**	**2.2000e-004**	**0.0209**	**5.5700e-003**	**2.0000e-004**	**5.7700e-003**	**0.0000**	**24.0671**	**24.0671**	**6.9000e-004**	**1.8800e-003**	**24.6425**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8800e-003	0.0953	0.1463	2.3000e-004		4.6900e-003	4.6900e-003		4.3100e-003	4.3100e-003	0.0000	20.0265	20.0265	6.4800e-003	0.0000	20.1885
Paving	5.3400e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0152**	**0.0953**	**0.1463**	**2.3000e-004**		**4.6900e-003**	**4.6900e-003**		**4.3100e-003**	**4.3100e-003**	**0.0000**	**20.0265**	**20.0265**	**6.4800e-003**	**0.0000**	**20.1885**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	3.4000e-004	4.7700e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.2976	1.2976	3.0000e-005	3.0000e-005	1.3078
Total	**4.4000e-004**	**3.4000e-004**	**4.7700e-003**	**1.0000e-005**	**1.6400e-003**	**1.0000e-005**	**1.6500e-003**	**4.4000e-004**	**1.0000e-005**	**4.5000e-004**	**0.0000**	**1.2976**	**1.2976**	**3.0000e-005**	**3.0000e-005**	**1.3078**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	9.8800e-003	0.0953	0.1463	2.3000e-004		4.6900e-003	4.6900e-003		4.3100e-003	4.3100e-003	0.0000	20.0265	20.0265	6.4800e-003	0.0000	20.1884
Paving	5.3400e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0152**	**0.0953**	**0.1463**	**2.3000e-004**		**4.6900e-003**	**4.6900e-003**		**4.3100e-003**	**4.3100e-003**	**0.0000**	**20.0265**	**20.0265**	**6.4800e-003**	**0.0000**	**20.1884**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	3.4000e-004	4.7700e-003	1.0000e-005	1.6400e-003	1.0000e-005	1.6500e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.2976	1.2976	3.0000e-005	3.0000e-005	1.3078
Total	**4.4000e-004**	**3.4000e-004**	**4.7700e-003**	**1.0000e-005**	**1.6400e-003**	**1.0000e-005**	**1.6500e-003**	**4.4000e-004**	**1.0000e-005**	**4.5000e-004**	**0.0000**	**1.2976**	**1.2976**	**3.0000e-005**	**3.0000e-005**	**1.3078**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.9094					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.2400e-003	0.0421	0.0625	1.0000e-004		2.1000e-003	2.1000e-003		2.1000e-003	2.1000e-003	0.0000	8.8087	8.8087	5.0000e-004	0.0000	8.8211
Total	**0.9156**	**0.0421**	**0.0625**	**1.0000e-004**		**2.1000e-003**	**2.1000e-003**		**2.1000e-003**	**2.1000e-003**	**0.0000**	**8.8087**	**8.8087**	**5.0000e-004**	**0.0000**	**8.8211**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.1700e-003	2.4100e-003	0.0340	1.0000e-004	0.0117	7.0000e-005	0.0118	3.1100e-003	6.0000e-005	3.1800e-003	0.0000	9.2515	9.2515	2.2000e-004	2.3000e-004	9.3244
Total	**3.1700e-003**	**2.4100e-003**	**0.0340**	**1.0000e-004**	**0.0117**	**7.0000e-005**	**0.0118**	**3.1100e-003**	**6.0000e-005**	**3.1800e-003**	**0.0000**	**9.2515**	**9.2515**	**2.2000e-004**	**2.3000e-004**	**9.3244**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.9094					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.2400e-003	0.0421	0.0625	1.0000e-004		2.1000e-003	2.1000e-003		2.1000e-003	2.1000e-003	0.0000	8.8087	8.8087	5.0000e-004	0.0000	8.8211
Total	**0.9156**	**0.0421**	**0.0625**	**1.0000e-004**		**2.1000e-003**	**2.1000e-003**		**2.1000e-003**	**2.1000e-003**	**0.0000**	**8.8087**	**8.8087**	**5.0000e-004**	**0.0000**	**8.8211**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.1700e-003	2.4100e-003	0.0340	1.0000e-004	0.0117	7.0000e-005	0.0118	3.1100e-003	6.0000e-005	3.1800e-003	0.0000	9.2515	9.2515	2.2000e-004	2.3000e-004	9.3244
Total	**3.1700e-003**	**2.4100e-003**	**0.0340**	**1.0000e-004**	**0.0117**	**7.0000e-005**	**0.0118**	**3.1100e-003**	**6.0000e-005**	**3.1800e-003**	**0.0000**	**9.2515**	**9.2515**	**2.2000e-004**	**2.3000e-004**	**9.3244**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.5876	0.7142	6.5135	0.0147	1.5605	0.0106	1.5711	0.4163	9.8800e-003	0.4262	0.0000	1,380.2635	1,380.2635	0.0886	0.0568	1,399.3912
Unmitigated	0.5876	0.7142	6.5135	0.0147	1.5605	0.0106	1.5711	0.4163	9.8800e-003	0.4262	0.0000	1,380.2635	1,380.2635	0.0886	0.0568	1,399.3912

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	108.40	108.40	108.40	349,206	349,206
Manufacturing	859.09	859.09	859.09	3,804,267	3,804,267
Parking Lot	0.00	0.00	0.00		
Total	967.49	967.49	967.49	4,153,473	4,153,473

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
Manufacturing	16.60	8.40	6.90	59.00	28.00	13.00	92	5	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352
Manufacturing	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Parking Lot	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	300.2134	300.2134	0.0253	3.0700e-003	301.7621
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	300.2134	300.2134	0.0253	3.0700e-003	301.7621
NaturalGas Mitigated	0.0207	0.1885	0.1583	1.1300e-003		0.0143	0.0143		0.0143	0.0143	0.0000	205.1920	205.1920	3.9300e-003	3.7600e-003	206.4114
NaturalGas Unmitigated	0.0207	0.1885	0.1583	1.1300e-003		0.0143	0.0143		0.0143	0.0143	0.0000	205.1920	205.1920	3.9300e-003	3.7600e-003	206.4114

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	90500	4.9000e-004	4.4400e-003	3.7300e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.8294	4.8294	9.0000e-005	9.0000e-005	4.8581
Manufacturing	3.75465e+006	0.0203	0.1841	0.1546	1.1000e-003		0.0140	0.0140		0.0140	0.0140	0.0000	200.3626	200.3626	3.8400e-003	3.6700e-003	201.5533
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0207**	**0.1885**	**0.1583**	**1.1300e-003**		**0.0143**	**0.0143**		**0.0143**	**0.0143**	**0.0000**	**205.1920**	**205.1920**	**3.9300e-003**	**3.7600e-003**	**206.4114**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	90500	4.9000e-004	4.4400e-003	3.7300e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.8294	4.8294	9.0000e-005	9.0000e-005	4.8581
Manufacturing	3.75465e+006	0.0203	0.1841	0.1546	1.1000e-003		0.0140	0.0140		0.0140	0.0140	0.0000	200.3626	200.3626	3.8400e-003	3.6700e-003	201.5533
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0207**	**0.1885**	**0.1583**	**1.1300e-003**		**0.0143**	**0.0143**		**0.0143**	**0.0143**	**0.0000**	**205.1920**	**205.1920**	**3.9300e-003**	**3.7600e-003**	**206.4114**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	134900	23.9239	2.0200e-003	2.4000e-004	24.0473
Manufacturing	1.49571e+006	265.2579	0.0224	2.7100e-003	266.6263
Parking Lot	62203.7	11.0316	9.3000e-004	1.1000e-004	11.0885
Total		**300.2134**	**0.0253**	**3.0600e-003**	**301.7621**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	134900	23.9239	2.0200e-003	2.4000e-004	24.0473
Manufacturing	1.49571e+006	265.2579	0.0224	2.7100e-003	266.6263
Parking Lot	62203.7	11.0316	9.3000e-004	1.1000e-004	11.0885
Total		**300.2134**	**0.0253**	**3.0600e-003**	**301.7621**

6.0 Area Detail

6.1 Mitigation Measures Area

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.7923	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Unmitigated	0.7923	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0909					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.7012					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	2.3000e-004	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Total	**0.7923**	**2.0000e-005**	**2.4800e-003**	**0.0000**		**1.0000e-005**	**1.0000e-005**		**1.0000e-005**	**1.0000e-005**	**0.0000**	**4.8400e-003**	**4.8400e-003**	**1.0000e-005**	**0.0000**	**5.1500e-003**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0909					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.7012					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	2.3000e-004	2.0000e-005	2.4800e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	4.8400e-003	4.8400e-003	1.0000e-005	0.0000	5.1500e-003
Total	**0.7923**	**2.0000e-005**	**2.4800e-003**	**0.0000**		**1.0000e-005**	**1.0000e-005**		**1.0000e-005**	**1.0000e-005**	**0.0000**	**4.8400e-003**	**4.8400e-003**	**1.0000e-005**	**0.0000**	**5.1500e-003**

7.0 Water Detail

7.1 Mitigation Measures Water

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	116.6636	1.4294	0.0346	162.7097
Unmitigated	116.6636	1.4294	0.0346	162.7097

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	1.77734 / 1.08934	6.8145	0.0584	1.4300e-003	8.7021
Manufacturing	41.8239 / 0	109.8492	1.3710	0.0332	154.0077
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**116.6636**	**1.4294**	**0.0346**	**162.7097**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	1.77734 / 1.08934	6.8145	0.0584	1.4300e-003	8.7021
Manufacturing	41.8239 / 0	109.8492	1.3710	0.0332	154.0077
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**116.6636**	**1.4294**	**0.0346**	**162.7097**

8.0 Waste Detail

8.1 Mitigation Measures Waste

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	47.4126	2.8020	0.0000	117.4627
Unmitigated	47.4126	2.8020	0.0000	117.4627

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	9.3	1.8878	0.1116	0.0000	4.6770
Manufacturing	224.27	45.5248	2.6904	0.0000	112.7857
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		**47.4126**	**2.8020**	**0.0000**	**117.4627**

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	9.3	1.8878	0.1116	0.0000	4.6770
Manufacturing	224.27	45.5248	2.6904	0.0000	112.7857
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		**47.4126**	**2.8020**	**0.0000**	**117.4627**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Hitco Proposed

Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	10.00	1000sqft	0.23	10,000.00	0
Manufacturing	180.86	1000sqft	4.15	180,860.00	0
Parking Lot	4.08	Acre	4.08	177,724.80	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	8			**Operational Year**	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Added parking to adjust lot acreage

Construction Phase - adjusted coating to simultaneous with last third of building construction

Demolition -

Grading -

Vehicle Trips - Adjusted consistent with TIA

Trips and VMT - Revised to reflect truckload estimate for HAZ-1 and 4 truck loads with 51 mile trip

Construction Off-road Equipment Mitigation -

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	20.00	69.00
tblGrading	MaterialExported	0.00	1,588.00
tblTripsAndVMT	HaulingTripLength	20.00	21.30
tblTripsAndVMT	HaulingTripNumber	199.00	228.00
tblVehicleTrips	ST_TR	2.21	10.84
tblVehicleTrips	ST_TR	6.42	4.75
tblVehicleTrips	SU_TR	0.70	10.84
tblVehicleTrips	SU_TR	5.09	4.75
tblVehicleTrips	WD_TR	9.74	10.84
tblVehicleTrips	WD_TR	3.93	4.75

2.0 Emissions Summary

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	2.7171	30.3194	22.7167	0.0798	19.8582	1.2672	21.1254	10.1558	1.1659	11.3217	0.0000	8,233.6183	8,233.6183	1.2921	0.6918	8,472.0797
2024	26.6312	16.0585	22.2344	0.0528	2.1057	0.6349	2.7406	0.5672	0.5972	1.1644	0.0000	5,266.6246	5,266.6246	0.7174	0.2034	5,344.2379
Maximum	**26.6312**	**30.3194**	**22.7167**	**0.0798**	**19.8582**	**1.2672**	**21.1254**	**10.1558**	**1.1659**	**11.3217**	**0.0000**	**8,233.6183**	**8,233.6183**	**1.2921**	**0.6918**	**8,472.0797**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	2.7171	30.3194	22.7167	0.0798	9.0469	1.2672	10.3141	4.5995	1.1659	5.7653	0.0000	8,233.6183	8,233.6183	1.2921	0.6918	8,472.0797
2024	26.6312	16.0585	22.2344	0.0528	2.1057	0.6349	2.7406	0.5672	0.5972	1.1644	0.0000	5,266.6246	5,266.6246	0.7174	0.2034	5,344.2379
Maximum	**26.6312**	**30.3194**	**22.7167**	**0.0798**	**9.0469**	**1.2672**	**10.3141**	**4.5995**	**1.1659**	**5.7653**	**0.0000**	**8,233.6183**	**8,233.6183**	**1.2921**	**0.6918**	**8,472.0797**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	49.22	0.00	45.30	51.82	0.00	44.50	0.00	0.00	0.00	0.00	0.00	0.00

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Energy	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376
Mobile	3.3220	3.5779	36.4729	0.0833	8.7445	0.0585	8.8031	2.3293	0.0544	2.3836		8,640.1337	8,640.1337	0.5272	0.3271	8,750.7889
Total	**7.7777**	**4.6109**	**37.3603**	**0.0895**	**8.7445**	**0.1371**	**8.8816**	**2.3293**	**0.1329**	**2.4622**		**9,879.5490**	**9,879.5490**	**0.5511**	**0.3498**	**9,997.5719**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Energy	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376
Mobile	3.3220	3.5779	36.4729	0.0833	8.7445	0.0585	8.8031	2.3293	0.0544	2.3836		8,640.1337	8,640.1337	0.5272	0.3271	8,750.7889
Total	**7.7777**	**4.6109**	**37.3603**	**0.0895**	**8.7445**	**0.1371**	**8.8816**	**2.3293**	**0.1329**	**2.4622**		**9,879.5490**	**9,879.5490**	**0.5511**	**0.3498**	**9,997.5719**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	1/2/2023	1/27/2023	5	20	
2	Site Preparation	Site Preparation	1/28/2023	2/10/2023	5	10	
3	Grading	Grading	2/11/2023	3/10/2023	5	20	
4	Building Construction	Building Construction	3/11/2023	1/26/2024	5	230	
5	Paving	Paving	1/27/2024	2/23/2024	5	20	
6	Architectural Coating	Architectural Coating	2/24/2024	5/30/2024	5	69	

Acres of Grading (Site Preparation Phase): 15

Acres of Grading (Grading Phase): 20

Acres of Paving: 4.08

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 286,290; Non-Residential Outdoor: 95,430; Striped Parking Area: 10,663 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Grading	Excavators	1	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	1,349.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	228.00	14.70	6.90	21.30	LD_Mix	HDT_Mix	HHDT
Building Construction	9	154.00	60.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	31.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					14.5995	0.0000	14.5995	2.2105	0.0000	2.2105			0.0000			0.0000
Off-Road	2.2691	21.4844	19.6434	0.0388		0.9975	0.9975		0.9280	0.9280		3,746.9840	3,746.9840	1.0494		3,773.2183
Total	**2.2691**	**21.4844**	**19.6434**	**0.0388**	**14.5995**	**0.9975**	**15.5970**	**2.2105**	**0.9280**	**3.1385**		**3,746.9840**	**3,746.9840**	**1.0494**		**3,773.2183**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1463	8.8015	2.3492	0.0395	1.1807	0.0555	1.2362	0.3237	0.0531	0.3768		4,334.7424	4,334.7424	0.2389	0.6884	4,545.8433
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0480	0.0335	0.5436	1.4800e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		151.8919	151.8919	3.7800e-003	3.4600e-003	153.0181
Total	**0.1943**	**8.8350**	**2.8928**	**0.0409**	**1.3483**	**0.0565**	**1.4049**	**0.3682**	**0.0540**	**0.4222**		**4,486.6343**	**4,486.6343**	**0.2427**	**0.6918**	**4,698.8614**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.5698	0.0000	6.5698	0.9947	0.0000	0.9947			0.0000			0.0000
Off-Road	2.2691	21.4844	19.6434	0.0388		0.9975	0.9975		0.9280	0.9280	0.0000	3,746.9840	3,746.9840	1.0494		3,773.2183
Total	**2.2691**	**21.4844**	**19.6434**	**0.0388**	**6.5698**	**0.9975**	**7.5673**	**0.9947**	**0.9280**	**1.9227**	**0.0000**	**3,746.9840**	**3,746.9840**	**1.0494**		**3,773.2183**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1463	8.8015	2.3492	0.0395	1.1807	0.0555	1.2362	0.3237	0.0531	0.3768		4,334.7424	4,334.7424	0.2389	0.6884	4,545.8433
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0480	0.0335	0.5436	1.4800e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		151.8919	151.8919	3.7800e-003	3.4600e-003	153.0181
Total	**0.1943**	**8.8350**	**2.8928**	**0.0409**	**1.3483**	**0.0565**	**1.4049**	**0.3682**	**0.0540**	**0.4222**		**4,486.6343**	**4,486.6343**	**0.2427**	**0.6918**	**4,698.8614**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000
Off-Road	2.6595	27.5242	18.2443	0.0381		1.2660	1.2660		1.1647	1.1647		3,687.3081	3,687.3081	1.1926		3,717.1219
Total	**2.6595**	**27.5242**	**18.2443**	**0.0381**	**19.6570**	**1.2660**	**20.9230**	**10.1025**	**1.1647**	**11.2672**		**3,687.3081**	**3,687.3081**	**1.1926**		**3,717.1219**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0576	0.0402	0.6523	1.7800e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		182.2703	182.2703	4.5400e-003	4.1500e-003	183.6218
Total	**0.0576**	**0.0402**	**0.6523**	**1.7800e-003**	**0.2012**	**1.2100e-003**	**0.2024**	**0.0534**	**1.1200e-003**	**0.0545**		**182.2703**	**182.2703**	**4.5400e-003**	**4.1500e-003**	**183.6218**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.8457	0.0000	8.8457	4.5461	0.0000	4.5461			0.0000			0.0000
Off-Road	2.6595	27.5242	18.2443	0.0381		1.2660	1.2660		1.1647	1.1647	0.0000	3,687.3081	3,687.3081	1.1926		3,717.1219
Total	**2.6595**	**27.5242**	**18.2443**	**0.0381**	**8.8457**	**1.2660**	**10.1117**	**4.5461**	**1.1647**	**5.7108**	**0.0000**	**3,687.3081**	**3,687.3081**	**1.1926**		**3,717.1219**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0576	0.0402	0.6523	1.7800e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		182.2703	182.2703	4.5400e-003	4.1500e-003	183.6218
Total	**0.0576**	**0.0402**	**0.6523**	**1.7800e-003**	**0.2012**	**1.2100e-003**	**0.2024**	**0.0534**	**1.1200e-003**	**0.0545**		**182.2703**	**182.2703**	**4.5400e-003**	**4.1500e-003**	**183.6218**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0916	0.0000	7.0916	3.4261	0.0000	3.4261			0.0000			0.0000
Off-Road	1.7109	17.9359	14.7507	0.0297		0.7749	0.7749		0.7129	0.7129		2,872.6910	2,872.6910	0.9291		2,895.9182
Total	**1.7109**	**17.9359**	**14.7507**	**0.0297**	**7.0916**	**0.7749**	**7.8665**	**3.4261**	**0.7129**	**4.1390**		**2,872.6910**	**2,872.6910**	**0.9291**		**2,895.9182**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0255	1.5709	0.4118	7.0800e-003	0.2125	9.9900e-003	0.2225	0.0583	9.5500e-003	0.0678		778.1849	778.1849	0.0429	0.1236	816.0841
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0480	0.0335	0.5436	1.4800e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		151.8919	151.8919	3.7800e-003	3.4600e-003	153.0181
Total	**0.0736**	**1.6044**	**0.9554**	**8.5600e-003**	**0.3802**	**0.0110**	**0.3912**	**0.1027**	**0.0105**	**0.1132**		**930.0768**	**930.0768**	**0.0467**	**0.1270**	**969.1023**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.1912	0.0000	3.1912	1.5417	0.0000	1.5417			0.0000			0.0000
Off-Road	1.7109	17.9359	14.7507	0.0297		0.7749	0.7749		0.7129	0.7129	0.0000	2,872.6910	2,872.6910	0.9291		2,895.9182
Total	**1.7109**	**17.9359**	**14.7507**	**0.0297**	**3.1912**	**0.7749**	**3.9661**	**1.5417**	**0.7129**	**2.2547**	**0.0000**	**2,872.6910**	**2,872.6910**	**0.9291**		**2,895.9182**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0255	1.5709	0.4118	7.0800e-003	0.2125	9.9900e-003	0.2225	0.0583	9.5500e-003	0.0678		778.1849	778.1849	0.0429	0.1236	816.0841
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0480	0.0335	0.5436	1.4800e-003	0.1677	1.0100e-003	0.1687	0.0445	9.3000e-004	0.0454		151.8919	151.8919	3.7800e-003	3.4600e-003	153.0181
Total	**0.0736**	**1.6044**	**0.9554**	**8.5600e-003**	**0.3802**	**0.0110**	**0.3912**	**0.1027**	**0.0105**	**0.1132**		**930.0768**	**930.0768**	**0.0467**	**0.1270**	**969.1023**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0691	2.3030	0.8922	0.0112	0.3843	0.0116	0.3959	0.1107	0.0111	0.1217		1,201.6948	1,201.6948	0.0403	0.1728	1,254.1867
Worker	0.4931	0.3438	5.5805	0.0152	1.7214	0.0104	1.7317	0.4565	9.5600e-003	0.4661		1,559.4237	1,559.4237	0.0388	0.0355	1,570.9861
Total	**0.5622**	**2.6468**	**6.4727**	**0.0264**	**2.1057**	**0.0220**	**2.1276**	**0.5672**	**0.0206**	**0.5878**		**2,761.1185**	**2,761.1185**	**0.0791**	**0.2083**	**2,825.1728**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0691	2.3030	0.8922	0.0112	0.3843	0.0116	0.3959	0.1107	0.0111	0.1217		1,201.6948	1,201.6948	0.0403	0.1728	1,254.1867
Worker	0.4931	0.3438	5.5805	0.0152	1.7214	0.0104	1.7317	0.4565	9.5600e-003	0.4661		1,559.4237	1,559.4237	0.0388	0.0355	1,570.9861
Total	**0.5622**	**2.6468**	**6.4727**	**0.0264**	**2.1057**	**0.0220**	**2.1276**	**0.5672**	**0.0206**	**0.5878**		**2,761.1185**	**2,761.1185**	**0.0791**	**0.2083**	**2,825.1728**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**		**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0670	2.3077	0.8732	0.0110	0.3843	0.0117	0.3960	0.1107	0.0112	0.1218		1,183.6476	1,183.6476	0.0404	0.1704	1,235.4240
Worker	0.4596	0.3070	5.1944	0.0148	1.7214	9.9600e-003	1.7313	0.4565	9.1700e-003	0.4657		1,527.2780	1,527.2780	0.0351	0.0331	1,538.0062
Total	**0.5266**	**2.6147**	**6.0676**	**0.0258**	**2.1057**	**0.0216**	**2.1273**	**0.5672**	**0.0203**	**0.5875**		**2,710.9257**	**2,710.9257**	**0.0756**	**0.2034**	**2,773.4303**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Building Construction - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**	**0.0000**	**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0670	2.3077	0.8732	0.0110	0.3843	0.0117	0.3960	0.1107	0.0112	0.1218		1,183.6476	1,183.6476	0.0404	0.1704	1,235.4240
Worker	0.4596	0.3070	5.1944	0.0148	1.7214	9.9600e-003	1.7313	0.4565	9.1700e-003	0.4657		1,527.2780	1,527.2780	0.0351	0.0331	1,538.0062
Total	**0.5266**	**2.6147**	**6.0676**	**0.0258**	**2.1057**	**0.0216**	**2.1273**	**0.5672**	**0.0203**	**0.5875**		**2,710.9257**	**2,710.9257**	**0.0756**	**0.2034**	**2,773.4303**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.5345					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.5226**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0448	0.0299	0.5060	1.4400e-003	0.1677	9.7000e-004	0.1686	0.0445	8.9000e-004	0.0454		148.7609	148.7609	3.4200e-003	3.2200e-003	149.8058
Total	**0.0448**	**0.0299**	**0.5060**	**1.4400e-003**	**0.1677**	**9.7000e-004**	**0.1686**	**0.0445**	**8.9000e-004**	**0.0454**		**148.7609**	**148.7609**	**3.4200e-003**	**3.2200e-003**	**149.8058**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Paving - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.5345					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.5226**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0448	0.0299	0.5060	1.4400e-003	0.1677	9.7000e-004	0.1686	0.0445	8.9000e-004	0.0454		148.7609	148.7609	3.4200e-003	3.2200e-003	149.8058
Total	**0.0448**	**0.0299**	**0.5060**	**1.4400e-003**	**0.1677**	**9.7000e-004**	**0.1686**	**0.0445**	**8.9000e-004**	**0.0454**		**148.7609**	**148.7609**	**3.4200e-003**	**3.2200e-003**	**149.8058**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	26.3579					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**26.5387**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0925	0.0618	1.0456	2.9800e-003	0.3465	2.0100e-003	0.3485	0.0919	1.8500e-003	0.0937		307.4391	307.4391	7.0700e-003	6.6500e-003	309.5987
Total	**0.0925**	**0.0618**	**1.0456**	**2.9800e-003**	**0.3465**	**2.0100e-003**	**0.3485**	**0.0919**	**1.8500e-003**	**0.0937**		**307.4391**	**307.4391**	**7.0700e-003**	**6.6500e-003**	**309.5987**

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	26.3579					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**26.5387**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0925	0.0618	1.0456	2.9800e-003	0.3465	2.0100e-003	0.3485	0.0919	1.8500e-003	0.0937		307.4391	307.4391	7.0700e-003	6.6500e-003	309.5987
Total	**0.0925**	**0.0618**	**1.0456**	**2.9800e-003**	**0.3465**	**2.0100e-003**	**0.3485**	**0.0919**	**1.8500e-003**	**0.0937**		**307.4391**	**307.4391**	**7.0700e-003**	**6.6500e-003**	**309.5987**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.3220	3.5779	36.4729	0.0833	8.7445	0.0585	8.8031	2.3293	0.0544	2.3836		8,640.1337	8,640.1337	0.5272	0.3271	8,750.7889
Unmitigated	3.3220	3.5779	36.4729	0.0833	8.7445	0.0585	8.8031	2.3293	0.0544	2.3836		8,640.1337	8,640.1337	0.5272	0.3271	8,750.7889

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	108.40	108.40	108.40	349,206	349,206
Manufacturing	859.09	859.09	859.09	3,804,267	3,804,267
Parking Lot	0.00	0.00	0.00		
Total	967.49	967.49	967.49	4,153,473	4,153,473

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
Manufacturing	16.60	8.40	6.90	59.00	28.00	13.00	92	5	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352
Manufacturing	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352
Parking Lot	0.542464	0.063735	0.188241	0.126899	0.023249	0.006239	0.010717	0.008079	0.000923	0.000604	0.024795	0.000702	0.003352

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376
NaturalGas Unmitigated	0.1136	1.0328	0.8676	6.2000e-003		0.0785	0.0785		0.0785	0.0785		1,239.3726	1,239.3726	0.0238	0.0227	1,246.7376

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	247.945	2.6700e-003	0.0243	0.0204	1.5000e-004		1.8500e-003	1.8500e-003		1.8500e-003	1.8500e-003		29.1700	29.1700	5.6000e-004	5.3000e-004	29.3434
Manufacturing	10286.7	0.1109	1.0085	0.8471	6.0500e-003		0.0767	0.0767		0.0767	0.0767		1,210.2026	1,210.2026	0.0232	0.0222	1,217.3942
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.1136**	**1.0328**	**0.8676**	**6.2000e-003**		**0.0785**	**0.0785**		**0.0785**	**0.0785**		**1,239.3726**	**1,239.3726**	**0.0238**	**0.0227**	**1,246.7376**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0.247945	2.6700e-003	0.0243	0.0204	1.5000e-004		1.8500e-003	1.8500e-003		1.8500e-003	1.8500e-003		29.1700	29.1700	5.6000e-004	5.3000e-004	29.3434
Manufacturing	10.2867	0.1109	1.0085	0.8471	6.0500e-003		0.0767	0.0767		0.0767	0.0767		1,210.2026	1,210.2026	0.0232	0.0222	1,217.3942
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.1136**	**1.0328**	**0.8676**	**6.2000e-003**		**0.0785**	**0.0785**		**0.0785**	**0.0785**		**1,239.3726**	**1,239.3726**	**0.0238**	**0.0227**	**1,246.7376**

6.0 Area Detail

6.1 Mitigation Measures Area

Hitco Proposed - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Unmitigated	4.3421	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.4983					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8420					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.8300e-003	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Total	**4.3421**	**1.8000e-004**	**0.0199**	**0.0000**		**7.0000e-005**	**7.0000e-005**		**7.0000e-005**	**7.0000e-005**		**0.0427**	**0.0427**	**1.1000e-004**		**0.0455**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.4983					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8420					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.8300e-003	1.8000e-004	0.0199	0.0000		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005		0.0427	0.0427	1.1000e-004		0.0455
Total	**4.3421**	**1.8000e-004**	**0.0199**	**0.0000**		**7.0000e-005**	**7.0000e-005**		**7.0000e-005**	**7.0000e-005**		**0.0427**	**0.0427**	**1.1000e-004**		**0.0455**

7.0 Water Detail

7.1 Mitigation Measures Water

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

GARDENA INDUSTRIAL CENTER PROJECT
MITIGATED NEGATIVE DECLARATION
MITIGATION MONITORING PROGRAM

Terms and Definitions:

1. **Property Owner/Developer** – Gardena Owner LP

2. **Environmental Equivalent/Timing** – Any Mitigation Measure and timing thereof, subject to the approval of the City of Gardena, which will have the same or superior result and will have the same or superior effect on the environment. The Community Development Department, in conjunction with any appropriate agencies or City departments, shall determine the adequacy of any proposed "environmental equivalent/timing" and, if determined necessary, may refer said determination to the Planning Commission. Any costs associated with information required in order to make a determination of environmental equivalency/timing shall be borne by the property owner/developer. Staff time for reviews will be charged on a time and materials basis at the rate in the City's adopted fee schedule.

3. **Timing** – This is the point where a mitigation measure must be monitored for compliance. In the case where multiple action items are indicated, it is the first point where compliance associated with the mitigation measure must be monitored. Once the initial action item has been complied with, no additional monitoring pursuant to the Mitigation Monitoring Program will occur because routine City practices and procedures will ensure that the intent of the measure has been complied with. For example, if the timing is "to be shown on approved building plans" subsequent to issuance of the building permit consistent with the approved plans will be final building and zoning inspections pursuant to the building permit to ensure compliance.

4. **Responsibility for Monitoring** – Shall mean that compliance with the subject mitigation measure(s) shall be reviewed and determined adequate by all departments listed for each mitigation measure.

5. **Ongoing Mitigation Measures** – The mitigation measures that are designated to occur on an ongoing basis as part of this mitigation monitoring program will be monitored in the form of an annual letter from the property owner/developer in January of each year stating how compliance with the subject measures(s) has been achieved. When compliance with a measure has been demonstrated for a period of one year, monitoring of the measure will be deemed to be satisfied and no further monitoring will occur. For measures that are to be monitored "Ongoing During Construction," the annual letter will review those measures only while construction is occurring. Monitoring will be discontinued after construction is completed.

6. **Building Permit** – For purposes of this mitigation monitoring program, a building permit shall be defined as any permit issued for construction of a new building or structural expansion or modification of any existing building but shall not include any permits required for interior tenant improvements or minor additions to an existing structure or building.

Timing	Mitigation Measure		Responsible for Monitoring	Completion
GEOLOGY AND SOILS				
Prior to issuance of grading permit	GEO-1	Prior to issuance of a grading permit, grading plans shall be prepared in conformance with the grading recommendations included in the Geotechnical Report prepared for the proposed project (see Appendix I of the Initial Study).	Community Development, Building and Safety Division	
Prior to ground-disturbing activities	GEO-2	Prior to commencement of ground-disturbing activities, a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall develop Worker Awareness and Environmental Program (WEAP) Training for construction personnel This training shall be presented to construction personnel and include what fossil remains may be found within the Project area and policies and procedures that must be followed in case of a discovery. Verification of the WEAP Training shall be provided to the Gardena Community Development Department.	Community Development, Building and Safety Division	
During ground-disturbing activities	GEO-3	If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 25-foot radius of the find shall halt and a professional vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be contacted immediately to evaluate the find. The paleontologist shall have the authority to stop or divert construction, as necessary. Documentation and treatment of the discovery shall occur in accordance with Society of Vertebrate Paleontology standards. The significance of the find shall be evaluated pursuant to the State CEQA Guidelines. If the discovery proves to be significant, before construction activities resume at the location of the find, additional work such as data recovery excavation may be warranted, as deemed necessary by the paleontologist and full-time paleontological monitoring shall occur for the remainder of ground disturbance for the Project.	Community Development, Building and Safety Division	

Timing	Mitigation Measure	Responsible for Monitoring	Completion
HAZARDS AND HAZARDOUS MATERIALS			
Prior to issuance of building permit	HAZ-1 Prior to the issuance of building permits, the Project Applicant shall prepare and implement a Remedial Action Plan or other remedial cleanup program document reviewed and approved by LARWQCB (collectively referred to as the "RAP") in compliance with Water Board Resolution No. 92-49. Subject to the LARWQCB's requirements, the RAP shall present the scope of work and schedule to remediate and mitigate all impacted shallow soils to the criteria protective of human health and the environment, including groundwater quality. The results of the remedial efforts shall be documented in a report that will be submitted to the LARWQCB. The Remedial Cleanup Program required as mitigation for this project is for the shallow VOC impacted soils on site. Additional remediation for deeper soils and groundwater may be required for this site by LARWQCB, but is not required as part of the mitigation for this project to proceed. However, appropriate access for monitoring, sampling and remediation for impacted deeper soils and impacted groundwater shall be maintained and shall not be affected by the proposed project.Prior to issuance of grading permits, a Soil Management Plan (SMP) shall be submitted to the City which shall identify the procedures to manage unknown environmental concerns that might be encountered during redevelopment. This document shall also be submitted to the LARWQCB. The SMP does not need to be approved by the LARWQCB or the City. A Vapor Intrusion Mitigation System (VIMS) Design Plan shall be prepared that presents the proposed design and construction details of the vapor mitigation system and submitted to the City along with construction documents. A VIMS Performance Plan should accompany the VIMS Design Plan and will present baseline indoor air sampling details that will be collected once the building is constructed. The baseline sampling, compared to subsequent sampling results, will provide evidence that the VIMS is performing adequately and that no human health risks are present for site occupancy. The VIMS Performance Plan will include the baseline and startup sampling procedures, on-going performance monitoring, and operation, monitoring, and maintenance (OM&M) operations. The VIMS Performance Plan will also provide contingencies for further mitigation if unfavorable vapor concentrations are discovered. Following completion of these tasks, the Project Applicant will request a determination from the LARWQCB that no further sampling/monitoring be required. Prior to issuance of a temporary or final Certificate of Occupancy, a Land Use Covenant (LUC) shall be recorded with the Los Angeles County Registrar-Recorder restricting the property to be used only for industrial and/or commercial uses. Proof or recording shall be provided to the City. Prior to recording, the LUC shall be presented to the LARWQCB for review and approval.	Community Development, Building and Safety Division	

Timing	Mitigation Measure	Responsible for Monitoring	Completion
TRIBAL CULTURAL RESOURCES			
Prior to issuance of grading permit	TCR-1 **Prior to issuance of a grading permit, the applicant shall retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities:** A. The project applicant shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe. D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs. E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes. .	Community Development, Building and Safety Division	

Timing	Mitigation Measure	Responsible for Monitoring	Completion
Prior to issuance of grading permit	TCR-2 **Prior to issuance of grading permit, the following notes shall be listed on the grading plans for the project:** **Unanticipated Discovery of Human Remains and Associated Funerary Objects** A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code, Section 5097.98, are also to be treated according to this statute. B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code, Section 7050.5, dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code, Section 5097.98, shall be followed. C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).) E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.	Community Development, Building and Safety Division	

Prior to issuance of grading permit	TCR-3	**Prior to issuance of grading permit, the following notes shall be listed on the grading plans for the project:** **Procedures for Burials and Funerary Remains** A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains. B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created. C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials. D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed. E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects. F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered. G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall	Community Development, Building and Safety Division	

Timing	Mitigation Measure	Responsible for Monitoring	Completion
	include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does not authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains. .		

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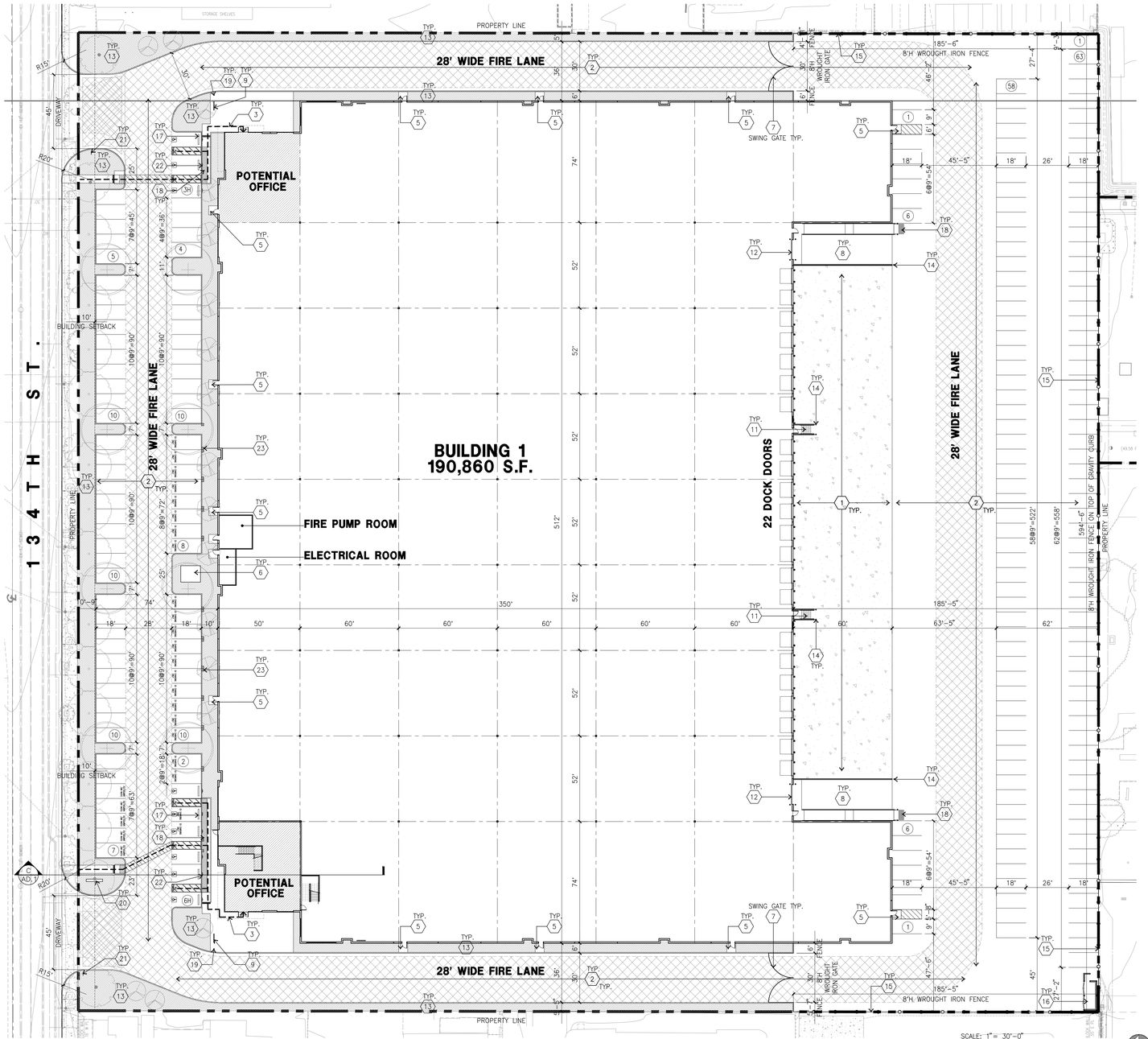


OVERALL SITE PLAN (A)

scale: 1"= 30'-0"

SCALE: 1"= 30'-0"

0 30' 60' 90'

TRUE NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT
2. ASPHALT CONCRETE (AC) PAVING
3. CONCRETE WALKWAY, MEDIUM BROOM FINISH
4. NOT USED
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ. BY CITY INSPECTOR.
6. TRANSFORMERS PER ELECTRICAL DRAWINGS AND SERVICE PROVIDER.
7. 8'-0" HIGH METAL SWING GATES W/ KNOX-BOX PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY. CONTRACTOR TO DESIGN & DETAIL GATES. DRAWINGS AND CALCULATIONS PRIOR TO FABRICATION. PROVIDE CONDUIT FOR FUTURE.
8. CONCRETE RAMP.
9. 5-SPACE BIKE RACK.
10. FIRE HYDRANT W/ CONC. FILLED STEEL GUARD POST
11. EXTERIOR CONCRETE STAIR.
12. 12'W X 14H' OVERHEAD DOOR @ DRIVE THRU.
13. ALL LANDSCAPE AREAS INDICATED BY SHADING
14. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
15. 8'H WROUGHT IRON FENCE
16. TRASH ENCLOURE
17. PRE-CAST CONC. WHEEL STOP.
18. TRUNCATED DOME.
19. SMOKE POLE
20. FUTURE MONUMENT SIGN
21. ACCESSIBLE ENTRY SIGN.
22. ACCESSIBLE PARKING STALL SIGN
23. FUTURE EV CHARGER, PROVIDE ELECTRICAL CONDUIT

SITE PLAN GENERAL NOTES

1. ALL LIGHTING SHALL CONFORM WITH MUNICIPAL STANDARDS.
2. SEE CIVIL AND STRUCTURAL FOR SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. REFER TO CIVIL PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. REFER TO CIVIL DWGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. REFER TO CIVIL DRAWINGS.
8. CONTRACTOR TO REFER TO CIVIL DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. REFER TO CIVIL DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. ALL SIGNAGE SHALL CONFORM WITH THE MUNICIPAL STANDARD.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. SITE PLAN SHALL MEET ALL ENGINEERING AND NPDES REQUIREMENT.
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. WALLS SHALL BE TREATED WITH A GRAFFITI-PROOF COATING ON SURFACES THAT ARE NOT INTENDED TO BE PAINTED (E.G. SPLIT-FACE BLOCK WALL, DECORATIVE TILE, COLORED PANELING MATERIAL, ETC.).
18. ALL VERTICAL MOUNTING POLES OF CHAIN LINK FENCING SHALL BE CAPPED.
19. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

PROJECT DATA

	BLDG. 1
SITE AREA	
In s.f.	368,673 s.f.
In acres	8.46 ac
BUILDING AREA	
Office 1st Floor	5,000 s.f.
Office 2nd Floor	5,000 s.f.
Warehouse	180,860 s.f.
TOTAL	190,860 s.f.
COVERAGE	51.8%
AUTO PARKING REQUIRED	
Office: 1/300 sf	33 stalls
Warehouse: 1/1,000 sf	181 stalls
TOTAL	214 stalls
AUTO PARKING PROVIDED	
Standard (9 'x 18')	186 stalls
Accessible Standard (9'x18')	5
Accessible Van (12'x18')	2
EVCS Standard (9'x18')	20
EVCS Accessible Standard (9'x18')	1
EVCS Accessible Van (12'x18')	1
Clean Air/Vanpool/EV (9'x18')	5
TOTAL	220
ZONING ORDINANCE FOR CITY	
Zoning Designation - M2	
SETBACKS	
Building	Landscape
Front -10'	10' min on streetfront
Side / Rear - none	5% min of paved area and open parking area
MAXIMUM BUILDING HEIGHT ALLOWED	
Height - 65'	
MAXIMUM FLOOR AREA RATIO	
FAR - 1.0	
LANDSCAPE REQUIREMENT	
Percentage	5%
LANDSCAPE PROVIDED	
Percentage	5.5%
AREA	20,289

Note: Future charging spaces qualify as deignated parking for clean air vehicles per CGBSC 5.106.5.3.5

PROPERTY OWNER

OVERTON MOORE PROPERTIES
19700 S. VERMONT AVE., SUITE 101
TORANCE, CA 90502
CONTACT: MONTANA KANEN
EMAIL: MKanen@omprop.com

ADDRESS OF THE PROPERTY

1600 & 1606 W. 135TH STREET, GARDENA, CA 90249

ASSESSOR'S PARCEL NUMBER

6102-013-026, 027, & 029

LEGAL DESCRIPTION

LOT 12 AND PORTION OF LOT 13 OF THE REPLAT OF BLOCKS "D" AND "E" OF THE STRAWBERRY PARK TRACT, IN THE CITY OF GARDENA, COUNTY OF LOS ANGLES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 8, PAGE 138 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ZONING

GENERAL PLAN DESIGNATION – INDUSTRIAL
ZONING DESIGNATION – M2

APPLICANT

OVERTON MOORE PROPERTIES
19700 S. VERMONT AVE., SUITE 101
TORANCE, CA 90502
CONTACT: MONTANA KANEN
EMAIL: MKanen@omprop.com

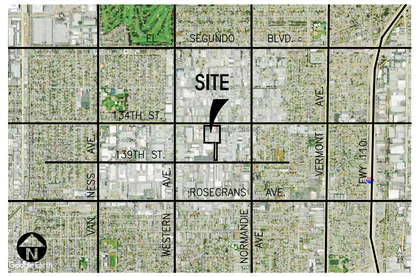
APPLICANT'S RESPRESENTATIVE

HPA INC.
18831 BARDEEN AVE., SUITE 100
IRVINE, CA 92612
CONTACT: XIAOMIN LI
TEL: 949-862-2117

SITE PLAN GENERAL NOTES

- CONCRETE PAVING – RE: CIVIL DRAWINGS THICKNESS
- STANDARD PARKING STALL 9'X18'
- ACCESSIBLE PARKING STALL, 9'X18 + 5' W ACCESSIBLE AISLE
- VAN ACCESSIBLE 12'X18' + 5' W ACCESSIBLE AISLE
- CLEAN AIR/VANPOOL/EV
- EV CHARGING STATION 9' X 18'
- LIGHTING FIXTURE
- 28' WIDE FIRE LANE. PROVIDE RED CURBS AND SIGNAGE PER FIRE DEPT REQUIREMENT
- LANDSCAPE
- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL

VICINITY MAP



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fax: 949•863•0851
email: hpa@hparchs.com

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OMP
OVERTON MOORE PROPERTIES

19700 Vermont Ave. Suite 101
Torance, CA 90502

Project:

OMP GARDENA INDUSTRIAL CENTER

1600 WEST 135TH STREET
GARDENA, CA

Consultants:

Civil:	THIENES
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	RPM
Landscape:	HUNTER
Fire Protection:	-
Soils Engineer:	-

Title: OVERALL SITE PLAN

Project Number:	21023
Drawn by:	X.L.
Date:	11/08/2021
Revision:	

Sheet:

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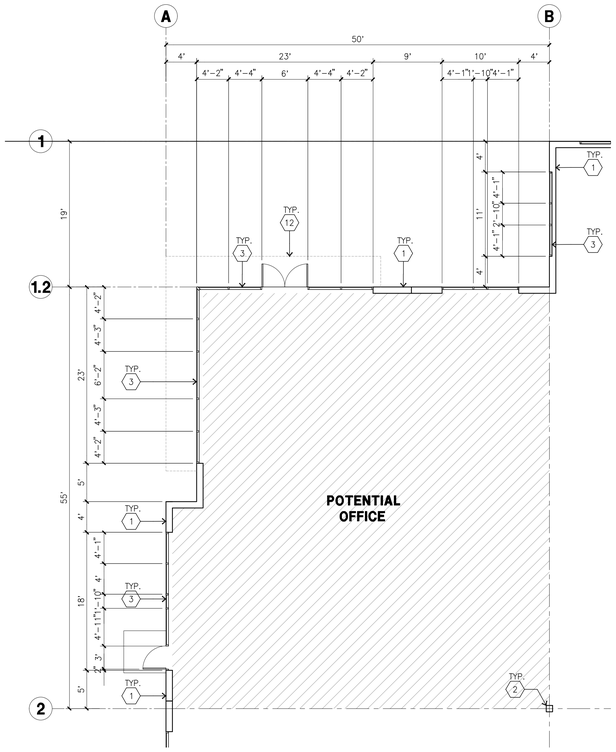
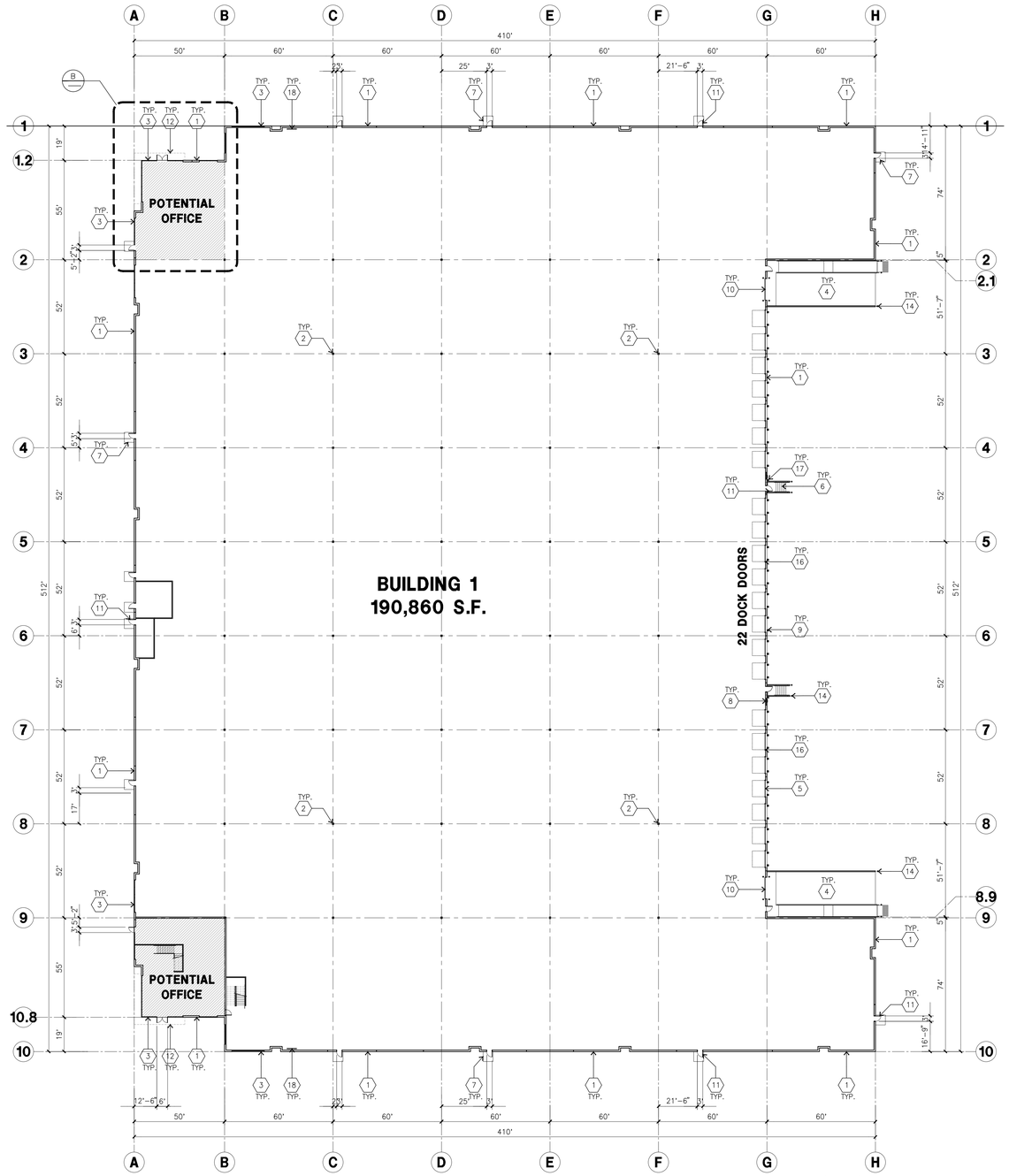


ENLARGED FLOOR PLAN (B)
scale: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"
0 8' 16' 24'
TRUE NORTH



OVERALL FLOOR PLAN (A)
scale: 1" = 30'-0"

SCALE: 1" = 30'-0"
0 30' 60' 90'
TRUE NORTH

KEYNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE ENLARGEMENT AND ELEVATIONS FOR SIZE, COLOR AND LOCATIC
4. CONCRETE RAMP W/ 42" HIGH CONC TILT-UP GUARD WALL.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O'H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE.
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. ROOF HATCH ACCESS LADDER
14. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 42"H
15. INTERIOR ROOF DRAIN WITH OVERFLOW SCUPPERS
16. Z GUARD FOR ALL OVERHEAD DOORS
17. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS
18. 5-SPACE BIKE RACK

GENERAL NOTES-FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.
B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
C. THE BUILDING FLOOR SLAB IS SLOPED, SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
D. NOT USED
E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE1 COAT OF WHITE TO COVER.
F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS.
G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.
H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET AD.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN.
L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 1133B.1.1.1
O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW, SEE A/A4.1 OFFICE SECTION.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT.

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-IR-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. FOR SLAB CURING, COORDINATE WITH THE OWNER.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE INDICATED, PROVIDE VAPOR BARRIER, CONCRETE SLAB OVER 2" SAND OVER 10MIL VISQUEEN, OVER 2" SAND, OVER COMPACT SOIL. ENGINEER OR MANUFACTURER'S RECOMMENDATION.
    CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS.
    CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER

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fax: 949•863•0851
email: hpa@hparchs.com

Owner:

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1600 WEST 135TH STREET
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Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	RPM
Landscape:	HUNTER
Fire Protection:	-
Soils Engineer:	-

Title: OVERALL FLOOR PLAN

Project Number:	21023
Drawn by:	X.L.
Date:	11/08/2021
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Sheet:

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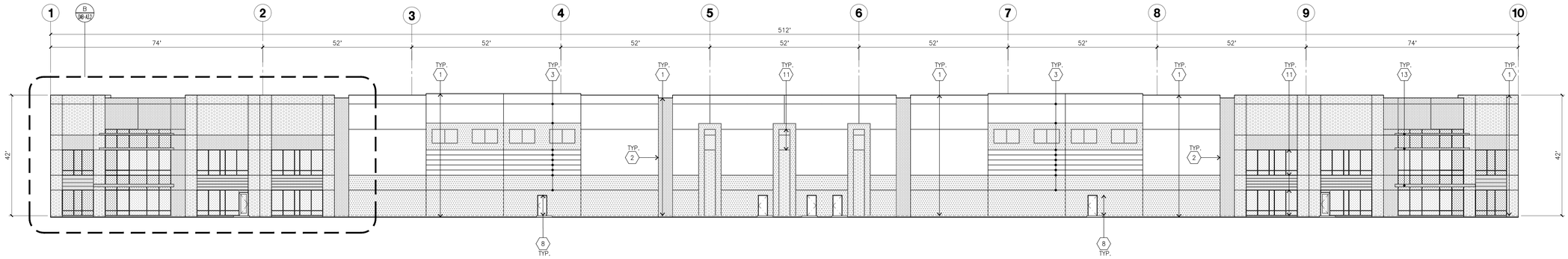
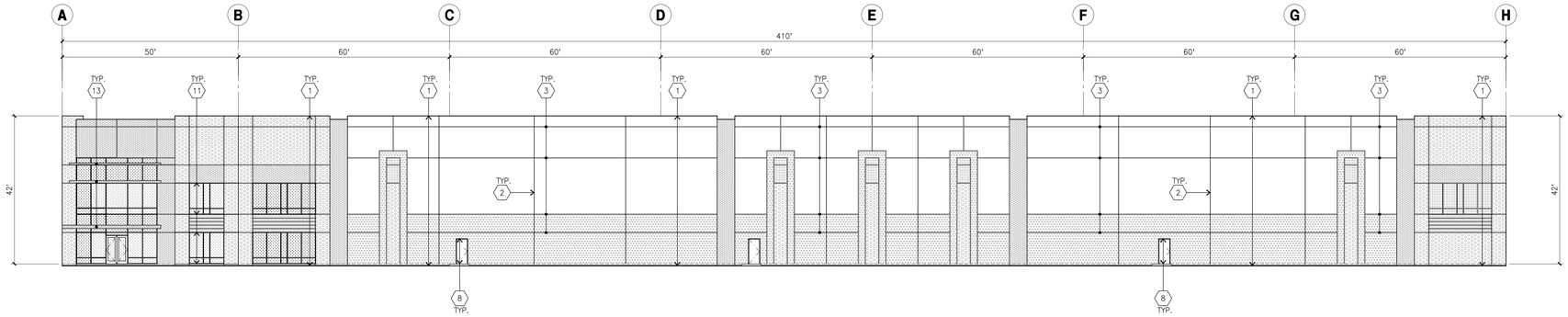
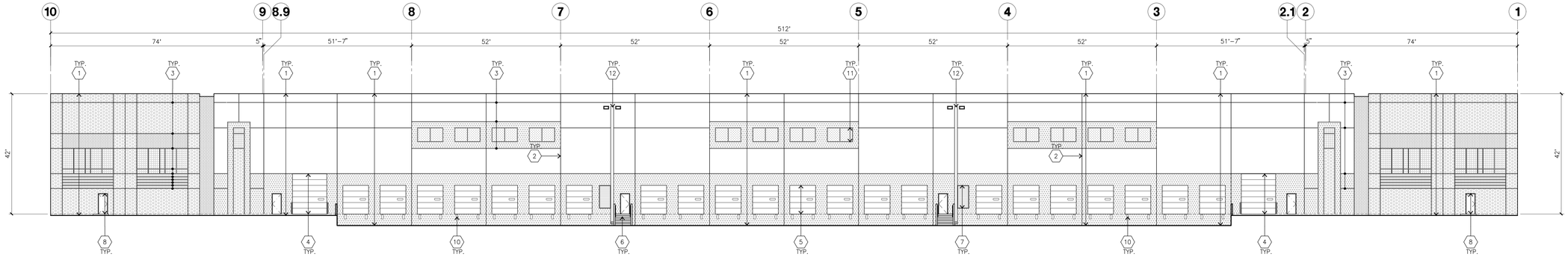


NORTH ELEVATION (A)
scale: 1/16" = 1'-0"



WEST ELEVATION (B)
scale: 1/16" = 1'-0"



SOUTH ELEVATION (C)
scale: 1/16" = 1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. 12'X14' OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. 9'X10' OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER, PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING
12. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPERS
13. EXTERIOR CANOPY
14. INTERIOR ROOF DRAIN WITH OVERFLOW SCUPPERS

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON
P. EXTEIRIOR WALL SHALL BE PROVIDED WITH A GRAFFITI-RESISTANT COATING OR PAINT, TO A HEIGHT OF 12' FOR BUILDING OR STRUCTURE SURFACES THAT ARE NOT INTENDED TO BE PAINTED (E.G. SPILT-FACE BLOCK, DECORATIVE TILE, ETC.).

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN-WILLIAMS SW7570 EGRET WHITE
2	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN-WILLIAMS SW7005 PURE WHITE
3	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN-WILLIAMS SW7071 GRAY SCREEN
4	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN-WILLIAMS SW7073 NETWORK GRAY
5	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN-WILLIAMS SW7074 SOFTWARE
6	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN-WILLIAMS SW7602 INDIGO BATIK
7	MULLIONS	COLOR CLEAR ANODIZED
8	GLAZING	COLOR BLUE REFLECTIVE GLAZING
9	METAL CANOPY	PAINT BRAND SHERWIN-WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS/HIGH PERFORMANCE SW7005 PURE WHITE

GLAZING LEGEND

TEMPERED SPANDREL GLASS

TEMPERED VISION INSULATED GLASS
PPG: VISTACOOL (2) PACIFICA + SOLARBAN
SOLARBAN 60 (3) CLEAR

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Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	RPM
Landscape:	HUNTER
Fire Protection:	-
Soils Engineer:	-

Title: ELEVATION

Project Number:	21023
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Date:	11/08/2021
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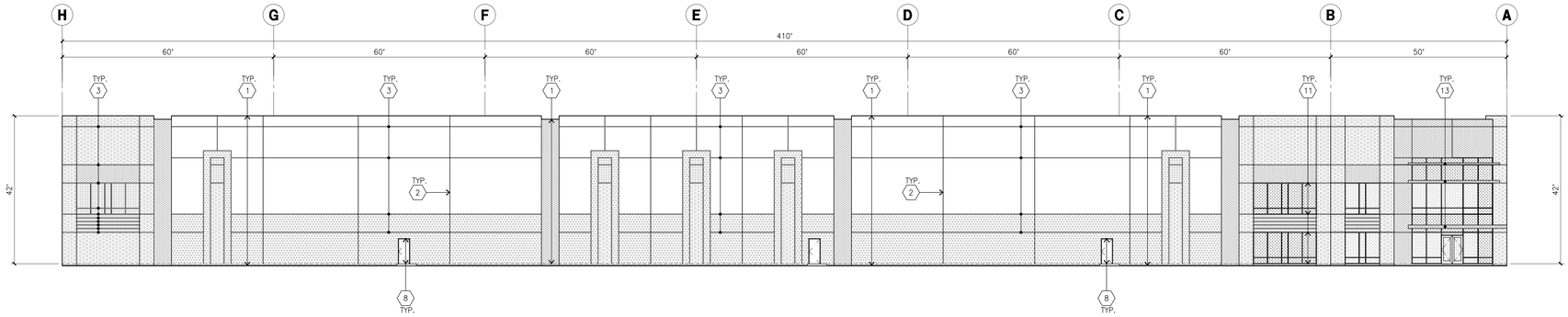

EAST ELEVATION (A)
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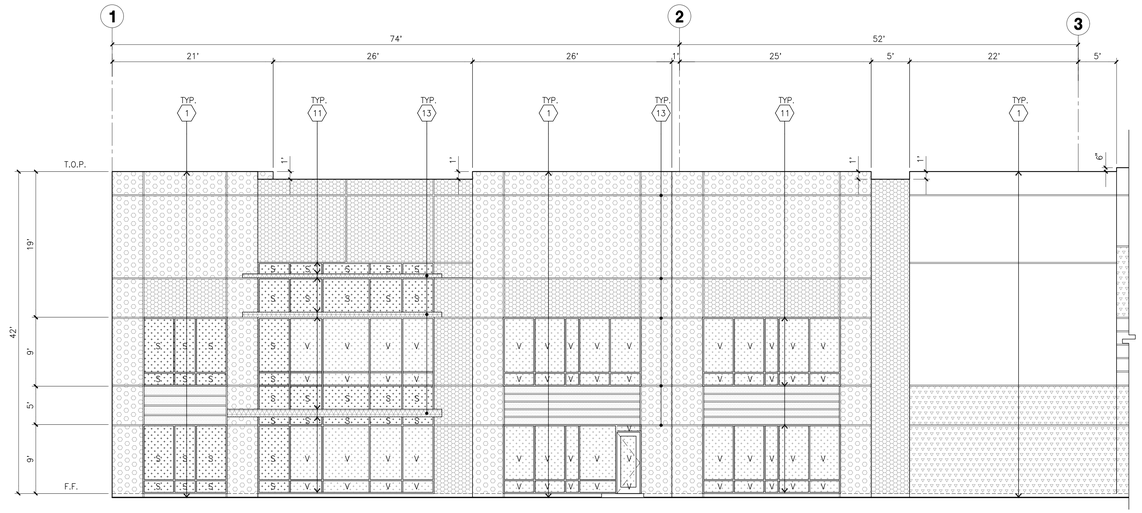

ENLARGED NORTH ELEVATION (B)
scale: 1/8" = 1'-0"

KEYNOTES - ELEVATIONS

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GENERAL NOTES - ELEVATIONS

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9	METAL CANOPY	PAINT BRAND SHERWIN-WILLIAMS ACRYLIC LATEX SYSTEM HIGH GLOSS/HIGH PERFORMANCE SW7005 PURE WHITE

GLAZING LEGEND

S — TEMPERED SPANDREL GLASS

V — TEMPERED VISION INSULATED GLASS
PPG: VISTACOOL (2) PACIFICA + SOLARBAN
SOLARBAN 60 (3) CLEAR

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Mechanical:	-
Plumbing:	-
Electrical:	RPM
Landscape:	HUNTER
Fire Protection:	-
Soils Engineer:	-

Title: ELEVATION

Project Number:	21023
Drawn by:	X.L.
Date:	11/08/2021

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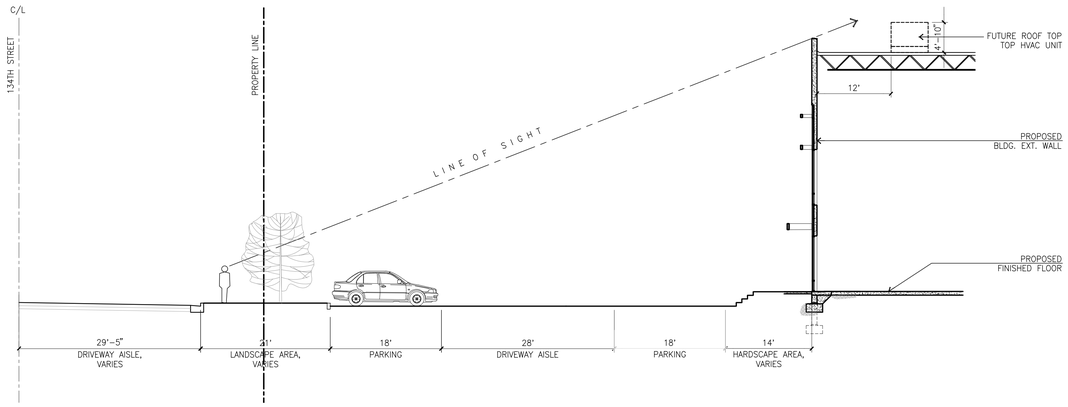

OFFICE SECTION STUDY (C)
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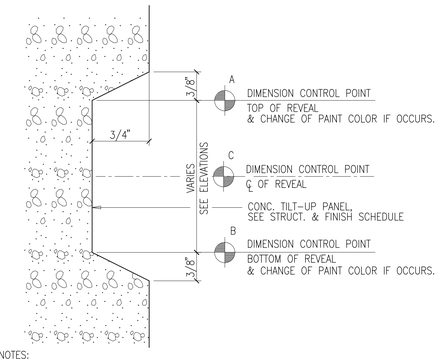
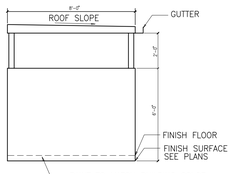
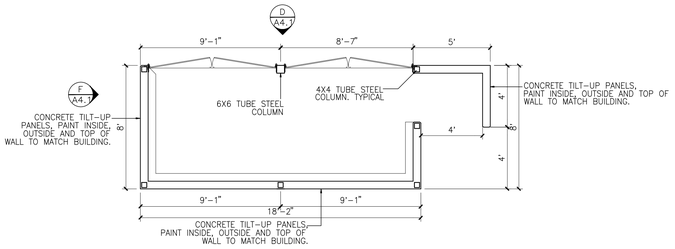


NOTES:
1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR, SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

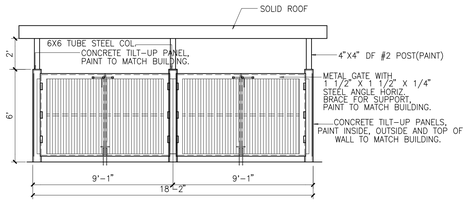
TYP. CONCRETE REVEAL (B)
scale: N.T.S.



TRASH ENCLOSURE ELEVATION (F)
scale: 1/4" = 1'-0"



TRASH ENCLOSURE PLAN (E)
scale: 1/4" = 1'-0"



TRASH ENCLOSURE ELEVATION (D)
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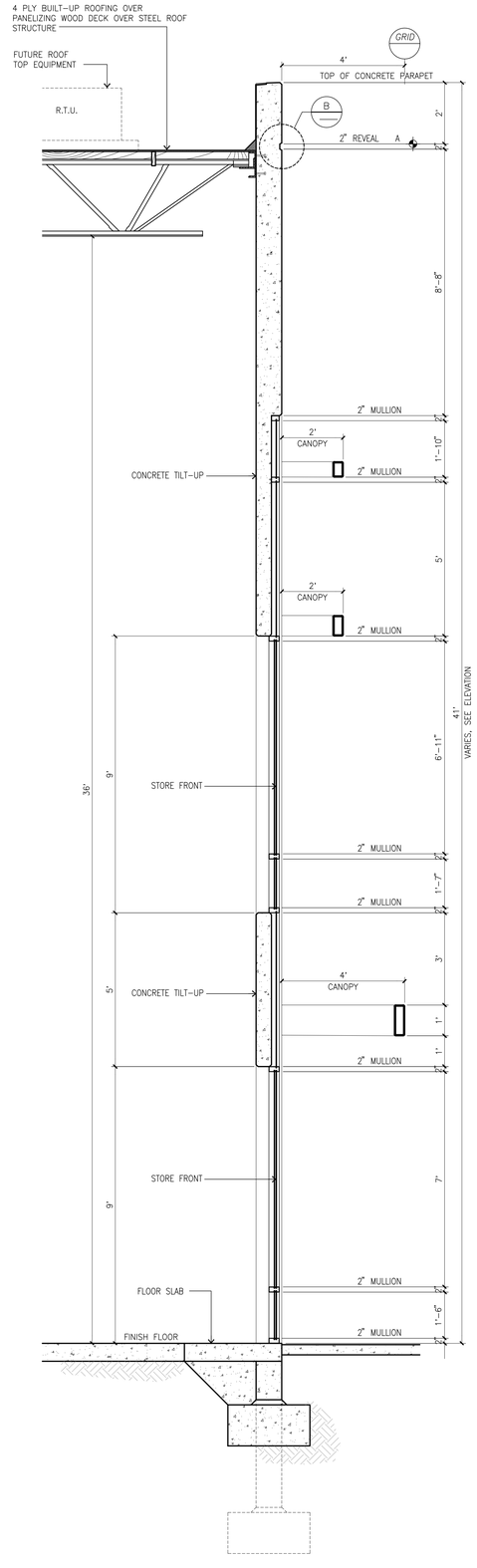
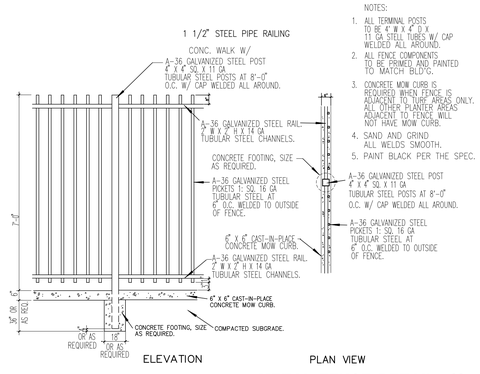
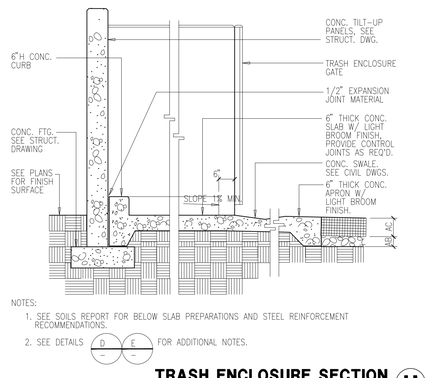


WALL SECTION @ WINDOWS (A)
scale: 1/2"=1'-0"



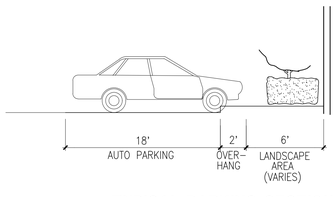
NOTES:
1. ALL TERMINAL POSTS TO BE 4" W X 4" D X 11 GA STEEL TUBES W/ CAP WELDED ALL AROUND.
2. ALL FENCE COMPONENTS TO BE PRIMED AND PAINTED TO MATCH BLD'G.
3. CONCRETE MOW CURB IS REQUIRED WHEN FENCE IS ADJACENT TO TURF AREAS ONLY. ALL OTHER PLANTED AREAS ADJACENT TO FENCE WILL NOT HAVE MOW CURB.
4. SAND AND GRIND ALL WELDS SMOOTH.
5. PAINT BLACK PER THE SPEC.

METAL FENCE DETAIL (K)
scale: 1/4" = 1'-0"



NOTES:
1. SEE SOILS REPORT FOR BELOW SLAB PREPARATIONS AND STEEL REINFORCEMENT RECOMMENDATIONS.
2. SEE DETAILS D/– E/– FOR ADDITIONAL NOTES.

TRASH ENCLOSURE SECTION (H)
scale: 1/2" = 1'-0"



TYPICAL PARKING SECTION (L)
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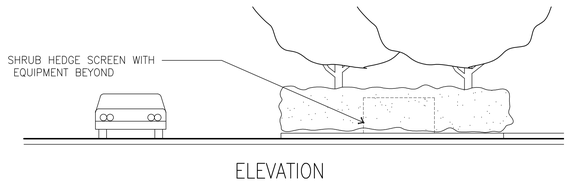
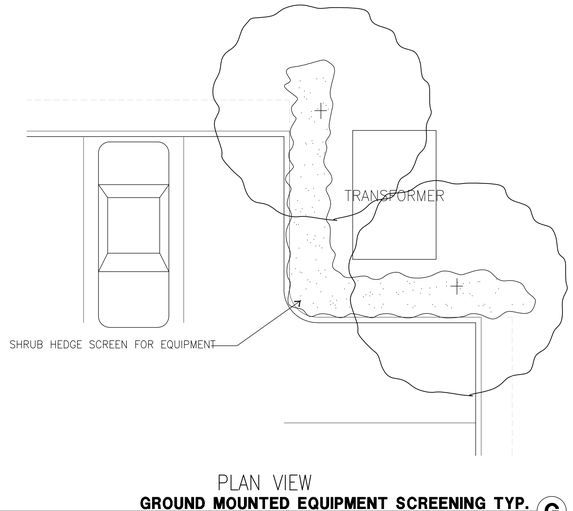




GROUND MOUNTED EQUIPMENT SCREENING TYP. (G)
scale: N.T.S.

HPA architecture

hpa, inc.
18831 bardeen avenue - ste.
#100 irvine, ca
92612
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

Owner:

OMP
OVERTON MOORE PROPERTIES

19700 Vermont Ave. Suite 101
Torance, CA 90502

Project:

OMP GARDENA INDUSTRIAL CENTER

1600 WEST 135TH STREET
GARDENA, CA

Consultants:

Civil:	THIENES
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	RPM
Landscape:	HUNTER
Fire Protection:	-
Soils Engineer:	-

Title:	Details
Project Number:	21023
Drawn by:	X.L.
Date:	11/08/2021
Revision:	

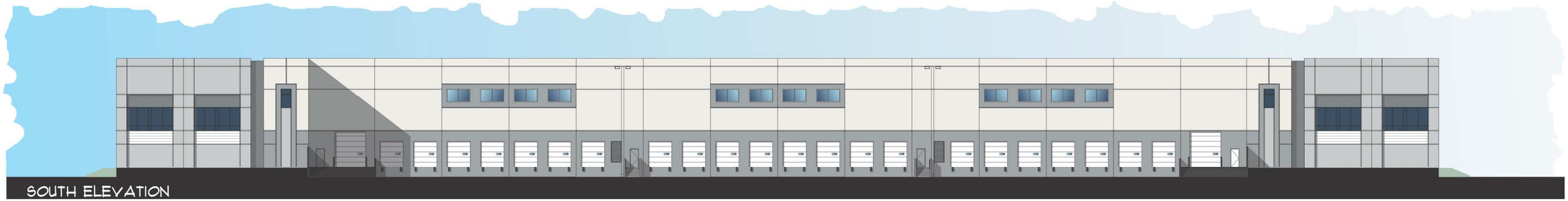
Sheet:

AD-1

CAUTION : IF THIS SHEET IS NOT A 30" X 42" IT IS A REDUCED PRINT

135TH STREET ELEVATION - NORTH ELEVATION

WEST ELEVATION



SOUTH ELEVATION

EAST ELEVATION

JOB NO. 21023.00

HPA architecture

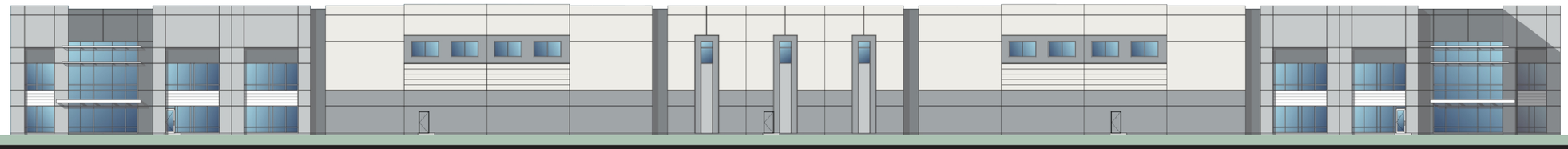
10.26.2021

CONCEPTUAL ELEVATIONS - 36' CLEAR

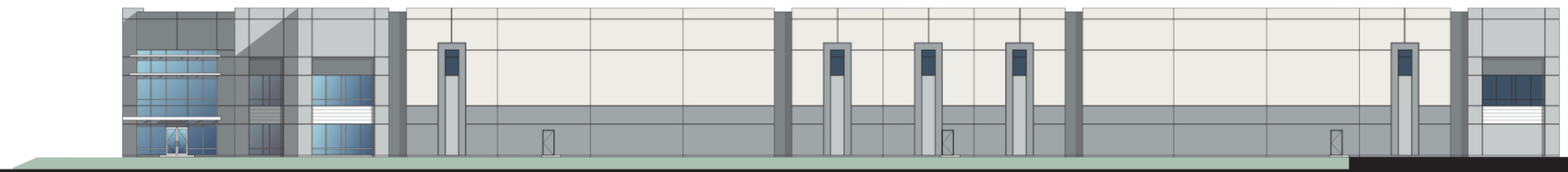
GARDENA DISTRIBUTION CENTER

1600 W. 135TH ST., GARDENA, CALIFORNIA

OMP
OVERTON MOORE PROPERTIES

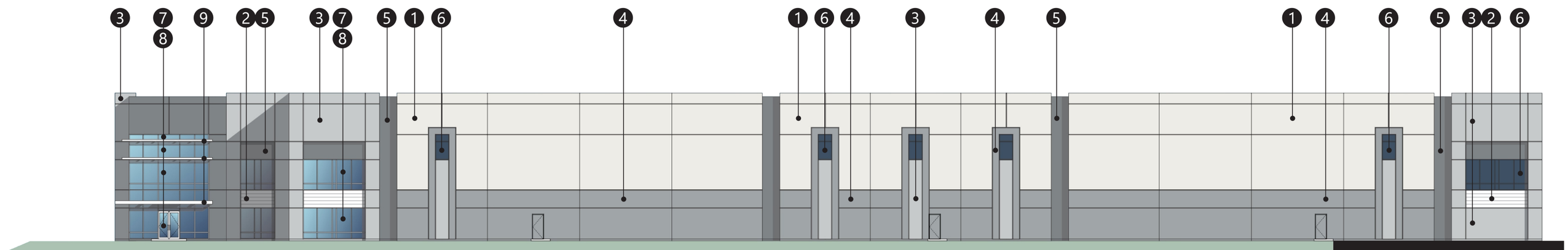


135th Street Elevation - North Elevation



West Elevation

1	2	3	4	5	6	7	8	9
Sherwin Williams SW 7570 Egret White	Sherwin Williams SW 7005 Pure White	Sherwin Williams SW 7071 Gray Screen	Sherwin Williams SW 7073 Network Gray	Sherwin Williams SW 7074 Software	Sherwin Williams SW 7602 Indigo Batik	Clear Anodized MULLIONS	Blue Reflective GLAZING	Sherwin Williams Acrylic Latex Systems High Gloss/High performance in color: SW 7005 Pure White @ Metal CANOPY



Enlarged View of 135th Street Elevation - West Elevation

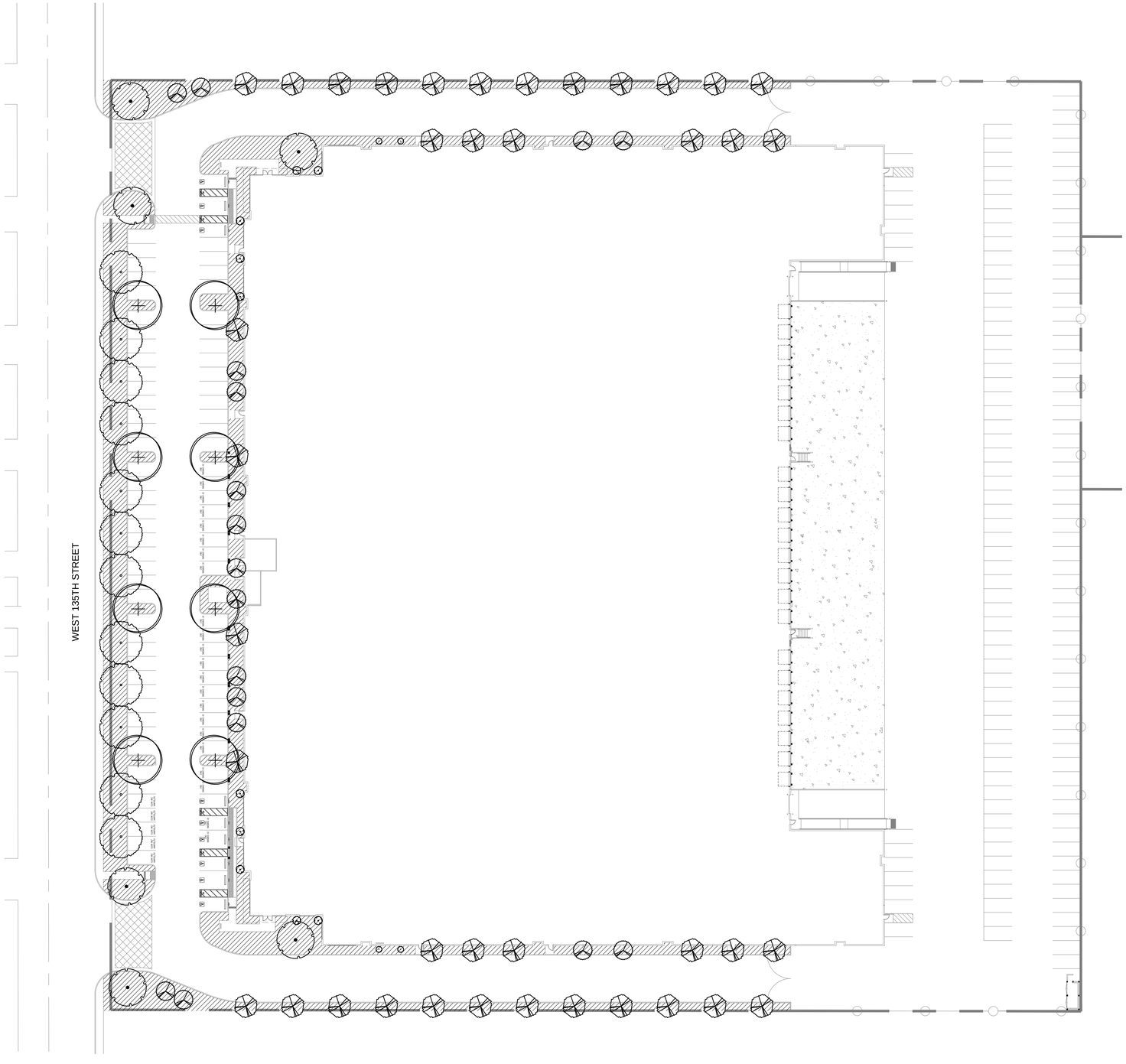
HPA architecture

GARDENA DISTRIBUTION CENTER

1600 W. 135TH ST., GARDENA, CALIFORNIA

OMP OVERTON MOORE PROPERTIES

Job No. 21023.00 | CONCEPTUAL COLORED ELEVATIONS AND MATERIAL BOARD | 11.01.2021



PLANTING LEGEND

TREES

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	WUCOLS	REMARKS
	Cupressus sempervirens Italian Cypress	24" Box	4	M	Standard
	Juniperus s. 'Skyrocket' Skyrocket Juniper	24" Box	10	M	Standard
	Lagerstroemia i 'Muskogee' Crape Myrtle	24" Box	17	M	Standard
	Olea europaea Olive	48" Box	6	L	Multi
	Pistacia chinensis Chinese Pistache	24" Box	8	L	Standard
	Podocarpus gracilior Yew Pine	24" Box	12	M	Standard
	Tristania conferta Brisbane Box	15 Gal	40	M	Standard

SHRUBS

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	WUCOLS	REMARKS
	Callistemon 'Little John' Dwarf Callistemon	5 Gal	192	L	
	Dietes bicolor Fortnight Lily	5 Gal	28	M	
	Feijoa sellowiana Pineapple Guava	5 Gal	484	M	
	Heteromeles arbutifolia Toyon	5 Gal	74	L	
	Leucophyllum f. 'Green Cloud' Texas Ranger	5 Gal	238	L	
	Pennisetum orientale Oriental Fountain Grass	5 Gal	101	L	
	Pennisetum s. 'Rubrum' Purple Fountain Grass	5 Gal	45	L	
	Rosmarinus o. 'Tuscan Blue' Rosemary	5 Gal	175	L	
	Salvia greggii Autumn Sage	5 Gal	197	L	
	Senna artemisioides Feathery Cassia	5 Gal	206	L	
	Westringia fruticosa Coast Rosemary	5 Gal	221	L	

ACCENTS

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	WUCOLS	REMARKS
	Agave americana Century Plant	5 Gal	18	L	
	Echiveria 'Afterglow' Echiveria	1 Gal	80	L	
	Agave villmoriniana Agave	5 Gal	3	L	
	Dasylerion wheeleri Desert Spoon	5 Gal	4	L	
	Hesperaloe parviflora Red Yucca	5 Gal	31	L	

GROUNDCOVER

SYMBOL	BOTANICAL/COMMON NAME	SIZE	SPACING	WUCOLS	REMARKS
	Acacia redolens 'Low Boy' Acacia	1 Gal	6' O.C.	L	
	Baccharis pilularis Coyote Bush	1 Gal	30" O.C.	L	
	Pennisetum 'Little Bunny' Little Bunny Fountain Grass	1 Gal	18" O.C.	L	
	Pennisetum s. 'Orientale' Fountain Grass	1 Gal	36" O.C.	L	
	Pennisetum s. 'Rubrum' Fountain Grass	1 Gal	36" O.C.	L	
	Myoporum pacificum Myoporum	1 Gal	4' O.C.	L	
	Lonicera j 'Halliana' Hall's Honeysuckle	1 Gal	30" O.C.	L	
	Rosa 'Flower Carpet' Red Carpet Rose	1 Gal	30" O.C.	L	
	Senecio mandraliscae Senecio	1 Gal	24" O.C.	L	

N

0 15' 30' 60'

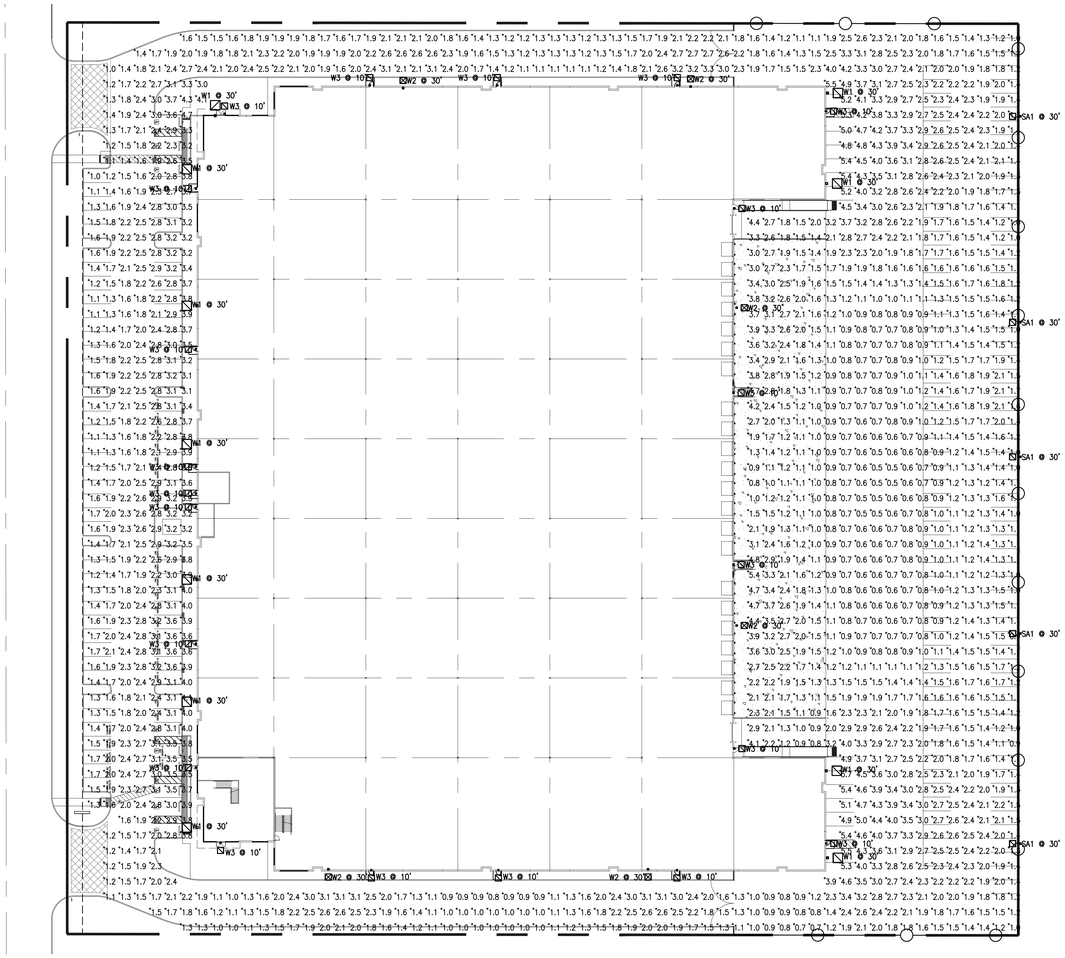
1600 W 135th Street

21-150
10.25.21
11.08.21

OMP

Gardena, California

HUNTER LANDSCAPE
711 FEE ANA STREET PLACENTIA, CA 92870
714.986.2400 FAX 714.986.2408



SITE PHOTOMETRIC

SCALE: 1"=40'-0"

1

N

SCHEDULE										
SYMBOL	LABEL	QTY	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMP	NUMBER LAMPS	LUMENS PER LAMP	LLF	WATTAGE
	W1	11	U.S. ARCHITECTURAL LIGHTING	RZR-PLED-IV-FT-80LED-1050mA-NW MM511 WALL MT AT 20 FT AFG BUG RATING B3 U0 G5	CAST BLACK PAINTED FINNED METAL HOUSING.	80 WHITE LIGHT EMITTING DIODES (LEDS), BASE UP.	80	357	0.9	256.4
	W2	6	U.S. ARCHITECTURAL LIGHTING	RZR-PLED-III-W-80LED-1050mA-NW MM511 WALL MT AT 30 FT AFG BUG RATING B3 U0 G5	CAST BLACK PAINTED FINNED METAL HOUSING.	80 WHITE LIGHT EMITTING DIODES (LEDS), BASE UP.	80	367	0.9	256.4
	W3	21	U.S. ARCHITECTURAL LIGHTING	RZR-WM1-PLED-III-W-20LED-525mA-NW EM1 BUG RATING B1 U0 G2 MM511 WALL MT AT10 FT AFG	CAST BLACK PAINTED FINNED METAL HOUSING.	20 WHITE LIGHT EMITTING DIODES (LEDS), BASE UP.	20	218	0.9	32.4
	SA1	5	U.S. ARCHITECTURAL LIGHTING	RZR-PLED-IV-FT-80LED-525mA-MM511, NW-H5 POLE MT AT 30 FT AFG 26 FT POLE 4 FT BASE BUG RATING B1 U0 G3	CAST BLACK PAINTED FINNED METAL HOUSING.	80 WHITE LIGHT EMITTING DIODES (LEDS), BASE UP.	80	166	0.9	129.4

STATISTICS						
DESCRIPTION	SYMBOL	AVG	MAX	MIN	MAX/MIN	AVG/MIN
CALC ZONE #1	+	1.9 FC	5.7 FC	0.5 FC	11.4:1	3.8:1

RPM
Engineers, Inc.
102 DISCOVERY
Irvine, Ca. 92618
Tel: 949-450-1229 (208)
Fax: 949-450-1454
Contact: Lan Nguyen
e-mail: lann@rpmpe.com

REGISTERED PROFESSIONAL ENGINEER
LAN V. NGUYEN
No. 015596
Exp. 12-31-2021
ELECTRICAL
STATE OF CALIFORNIA
11/08/2021

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HPA architecture

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92612
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fax: 949•863•0851
email: hpa@hparchs.com

Owner:

19700 Vermont Ave. Suite 101
Torance, CA 90502

Project:

OMP GARDENA
INDUSTRIAL
CENTER

1600 WEST 135TH STREET
GARDENA, CA

Consultants:

Civil:	THIENES
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	RPM
Landscape:	HUNTER
Fire Protection:	-
Soils Engineer:	-

Title:

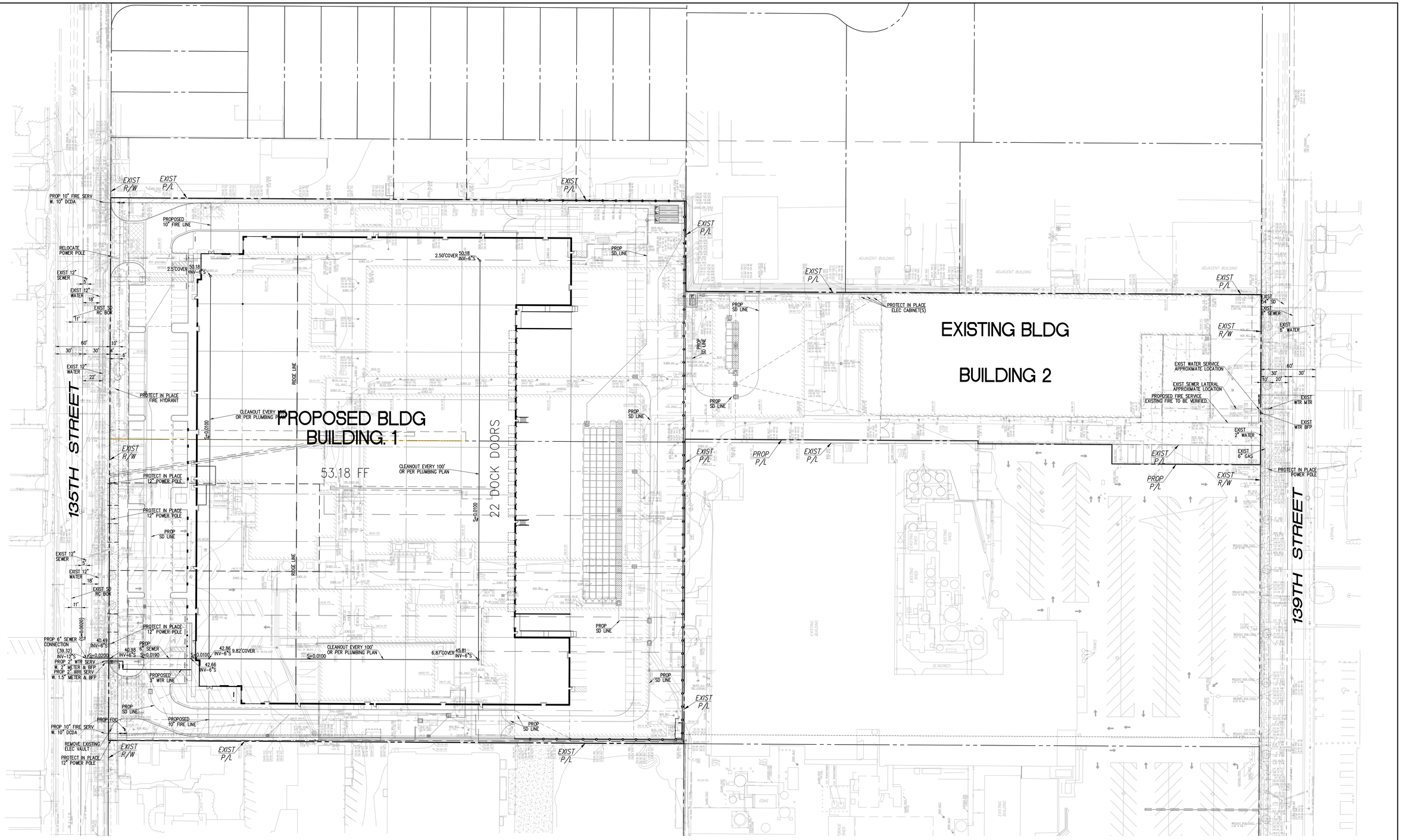
SITE PHOTOMETRIC

Project Number:	21-XXX
Drawn by:	RPM
Date:	11/08/21
Revision:	

Sheet:

FC-1

RPM #21-XXX 11/08/21



0 20 40 80 120

SCALE: 1"=40'

PREPARED FOR:

OVERTON MOORE – PROPERTIES
19700 S. VERMONT AVE., SUITE 101
TORRANCE, CA. 90502
PHONE: (949) 922-7143
CONTACT: MONTANA KANEN

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

CITY OF GARDENA

PUBLIC WORKS DEPARTMENT

CONCEPTUAL UTILITY PLAN

O.M.P. GARDENA INDUSTRIAL CENTER

W. 135TH STREET AND W. 139TH STREET

Designed by _____ Date _____
Checked by _____ Date _____
Designed by _____ Date _____
Checked by _____ Date _____

Approved by _____ Date _____
Public Works Director R.C.E. XXXXX

Sheet 3 of 4 Sheets

3564B

Last Update: 10/15/2021
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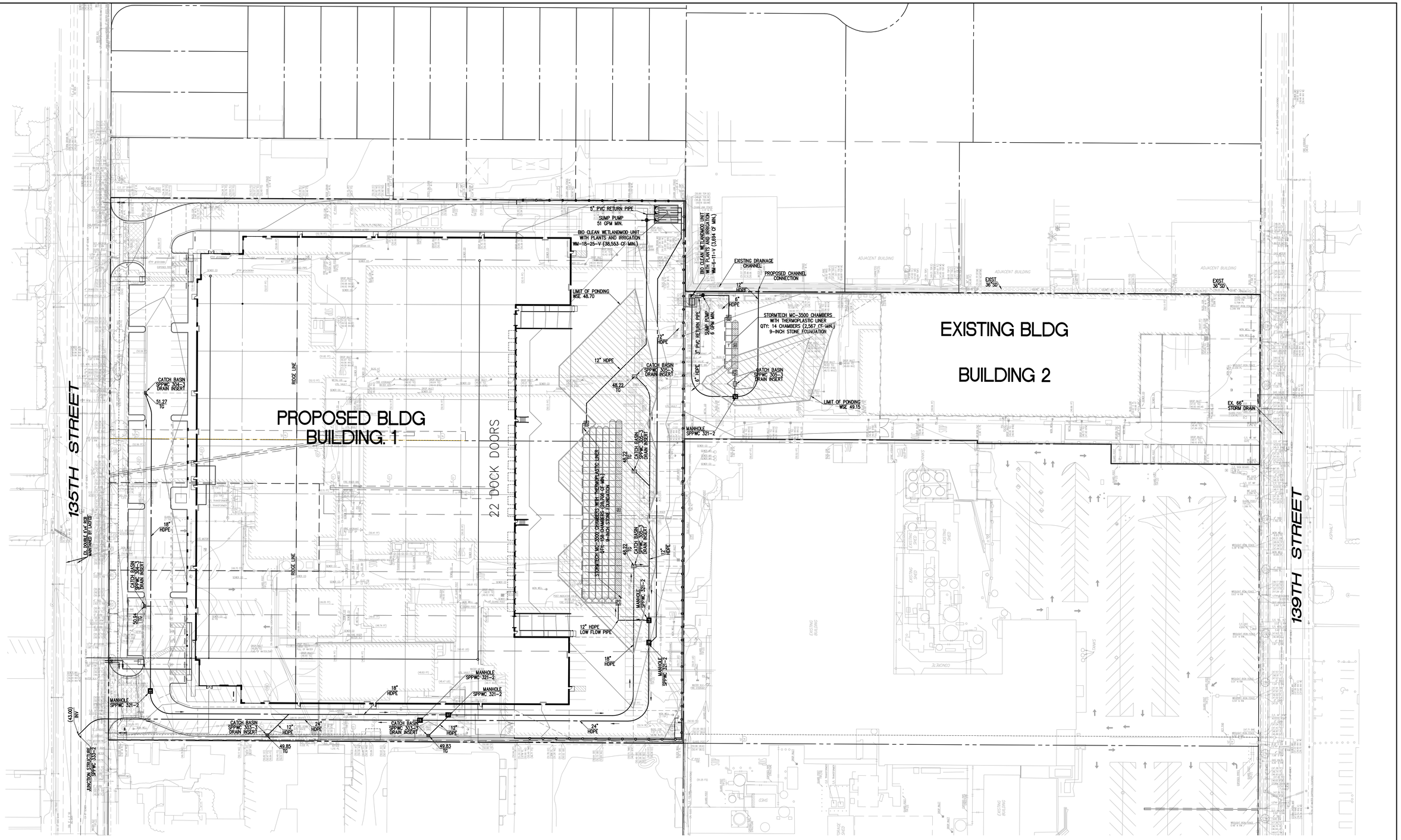
PLOT DATE: 11/08/2021



0 20 40 80 120

SCALE: 1" = 40'

PREPARED FOR:

OVERTON MOORE – PROPERTIES
19700 S. VERMONT AVE., SUITE 101
TORRANCE, CA. 90502
PHONE: (949) 922-7143
CONTACT: MONTANA KANEN

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

Designed by
Date
Checked by
Date
Designed by
Date
Checked by
Date

Approved by Date

Public Works Director R.C.E. XXXXX

Sheet 4 of 4 Sheets

CITY OF GARDENA

PUBLIC WORKS DEPARTMENT

CONCEPTUAL STORM DRAIN PLAN

O.M.P. GARDENA INDUSTRIAL CENTER

W. 135TH STREET AND W. 139TH STREET

3564B

PLOT DATE: 11/09/2021

Last Update: 10/25/2021

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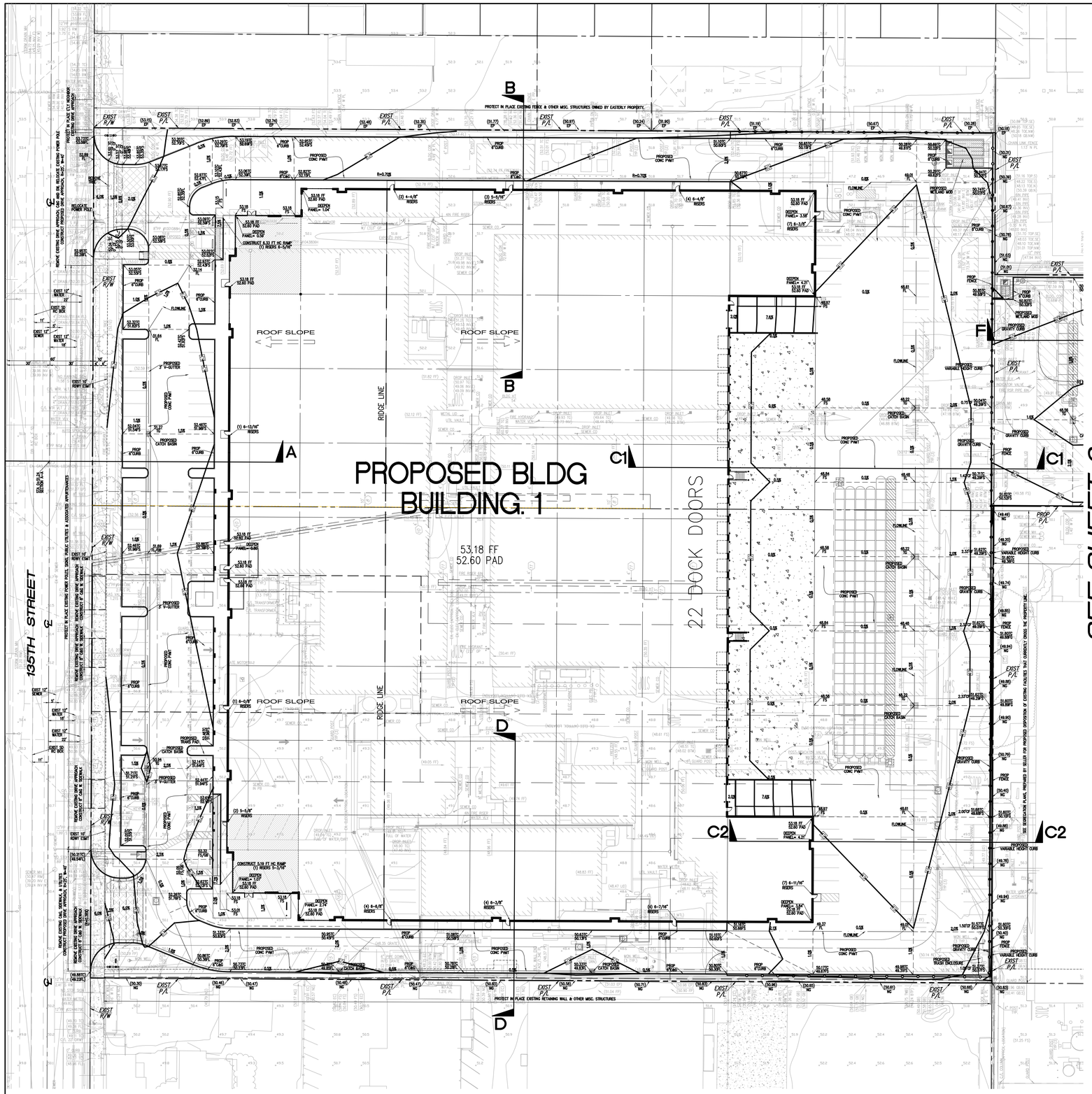

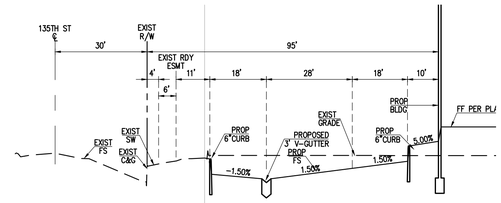

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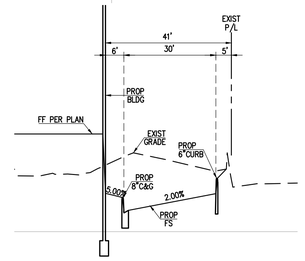

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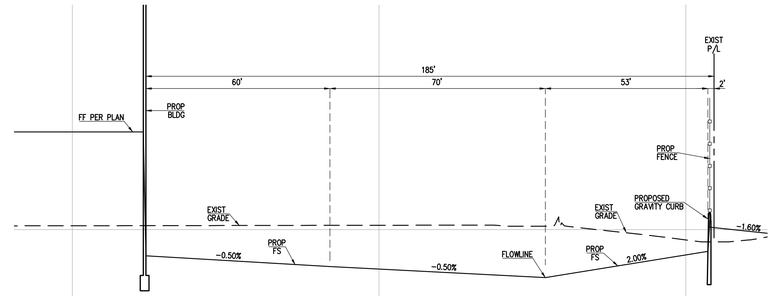

SECTION C1-C1
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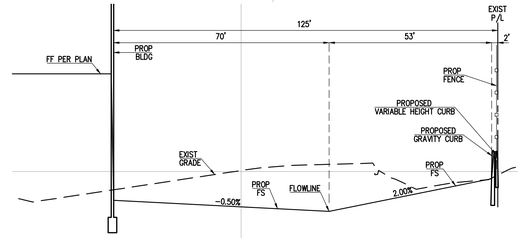

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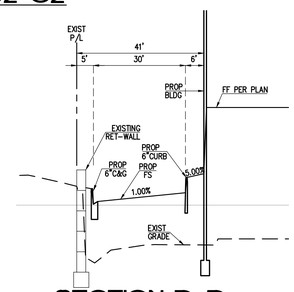

SECTION D-D
SCALE: N.T.S.

NOTE: CALCULATIONS BELOW ASSUME CONCURRENT GRADING OPERATIONS FOR PROPOSED IMPROVEMENTS ON SHEET 1 & 2.

		EARTHWORK BALANCE CALCULATIONS	8/27/2021	
PROJECT:		135TH STREET INDUSTRIAL DEVELOPMENT - BLDG1		
JOB#		3564B		
			QUANTITY	UNITS
	K.	SITE AREA:	374,673	SF
	L.	SUBSIDENCE FACTOR:	0.062	
	M.	SHRINKAGE FACTOR:	5	%
	N.	SITE STRIPPING FACTOR:	0.1	
	O.	OVEREXCAVATION:	17,721	CY
	A.	CALCULATED CUT:	11,000	CY
	B	ADDITION SLAB CUT:	591	CY
	C	FOOTING AND UTILITY SPOILS	**2,000**	CY
	D	RECYCLE MATERIAL	**4,500**	CY
	E	UGS-WQMP	**2,658**	CY
		TOTAL CUT: (A+B+C+D+E)	**20,749**	CY
	Q	CALCULATED FILL:	16,000	CY
	R	LIGHT PAVING FILL:	-	CY
	S	SUBSIDENCE: (LxK)/27=	865	CY
	T	SHRINKAGE: (M/100)C=	1,034	CY
	U	SITE STRIPPING	1,966	CY
	V	OVEREXCAVATION SHRINKAGE	884	CY
	W	**TOTAL FILL: (Q+R+S+T+U+V)=**	**20,749**	CY
	X	**TOTAL (IMPORT) OR EXPORT:**	**(0)**	CY
		***NOTE:** EARTHWORK FIGURES SHOWN ARE APPROXIMATE FIGURES & ARE TO BE USED BY BLDG DEPT ONLY. CONTRACTOR SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES & BID A COMPLETE JOB.*		
		SITE ADJUSTMENT	(0.00)	

0 15 30 60 90
SCALE: 1"=30'

PREPARED FOR:
OVERTON MOORE – PROPERTIES
19700 S. VERMONT AVE., SUITE 101
TORRANCE, CA. 90502
PHONE: (949) 922-7143
CONTACT: MONTANA KANEN

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14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
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CITY OF GARDENA
PUBLIC WORKS DEPARTMENT

BLDG1 - CONCEPTUAL GRADING PLAN
O.M.P. GARDENA INDUSTRIAL CENTER
W. 135TH STREET AND W. 139TH STREET

Designed by _____ Date _____
Checked by _____ Date _____
Designed by _____ Date _____
Checked by _____ Date _____

Approved by _____ Date _____
Public Works Director _____ R.C.E. XXXXX

Sheet 1 of 4 Sheets

3564B

PLOT DATE: 11/08/2021
Last Update: 11/08/2021
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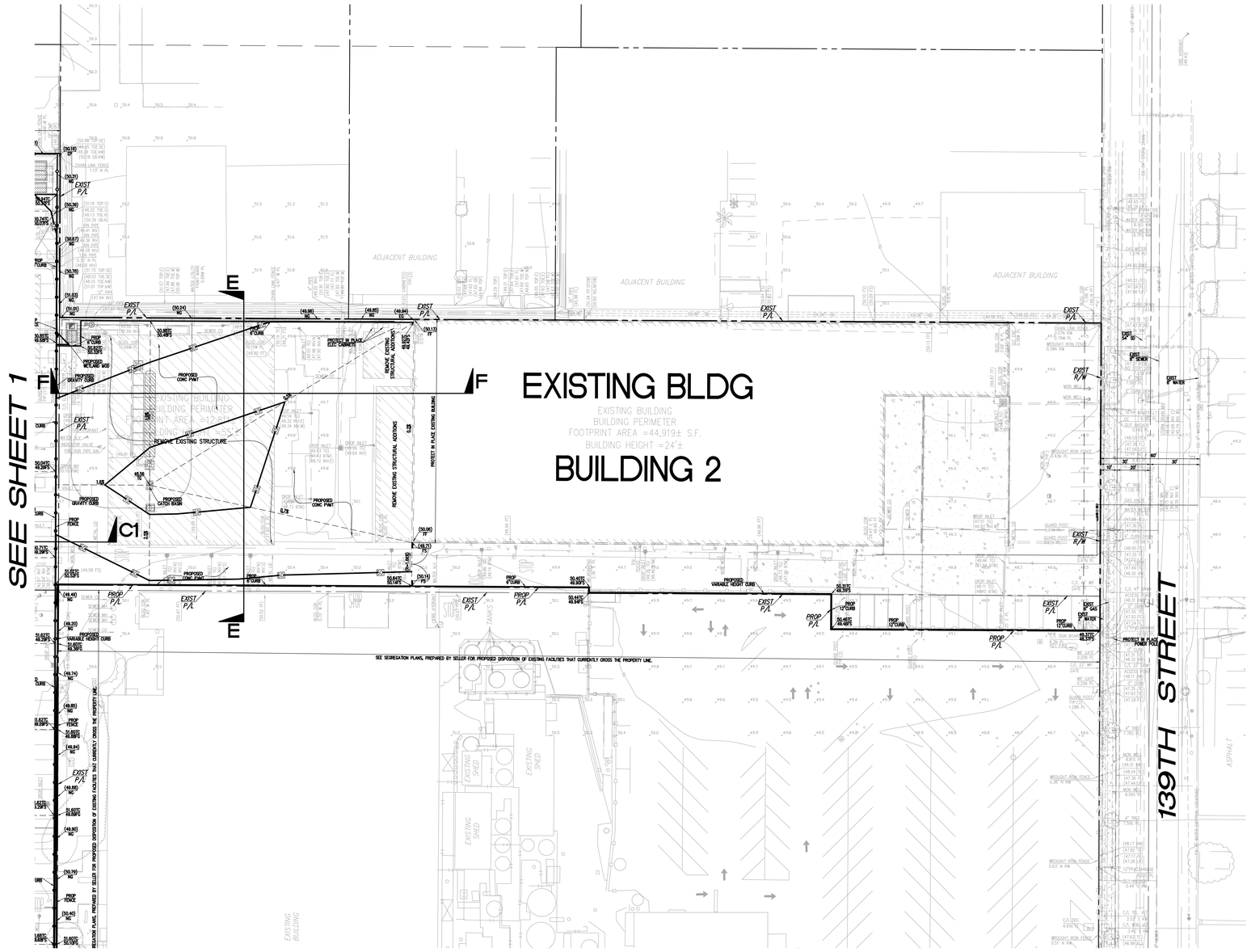
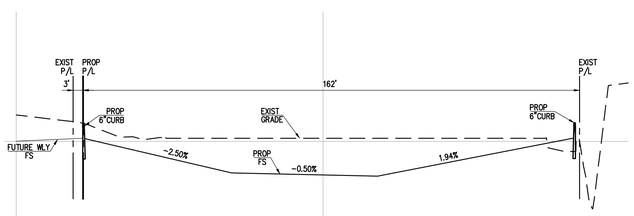
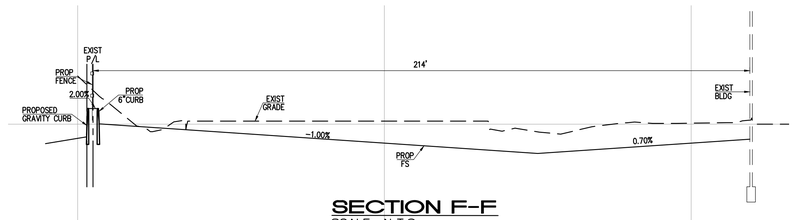




SECTION E-E

SCALE: N.T.S.



SECTION F-F

SCALE: N.T.S.

NOTE: CALCULATIONS BELOW ASSUME CONCURRENT GRADING OPERATIONS FOR PROPOSED IMPROVEMENTS ON SHEET 1 & 2.

		EARTHWORK BALANCE CALCULATIONS	8/16/2021	
PROJECT		135TH STREET INDUSTRIAL DEVELOPMENT - BLDG2		
JOB#		3564B		
			QUANTITY	UNITS
	K.	SITE AREA:	35,000	SF
	L.	SUBSIDENCE FACTOR:	0.063	
	M.	SHRINKAGE FACTOR:	5	%
	N.	SITE STRIPPING FACTOR:	0.1	
	O.	OVEREXCAVATION:	1,296	CY
	A.	CALCULATED CUT:	80	CY
	B.	UGS-WQMP	289	CY
		TOTAL CUT: (A+B)	**369**	CY
	Q	CALCULATED FILL:	20	CY
	R	LIGHT PAVING FILL:	-	CY
	S	SUBSIDENCE: (LxK)/27=	81	CY
	T	SHRINKAGE: (M/100)C=	18	CY
	U	SITE STRIPPING	185	CY
	V	OVEREXCAVATION SHRINKAGE	65	CY
	W	**TOTAL FILL: (Q+R+S+T+U+V)=**	**369**	CY
	X	**TOTAL (IMPORT) OR EXPORT:**	**(0)**	CY
		NOTE: *EARTHWORK FIGURES SHOWN ARE APPROXIMATE FIGURES & ARE TO BE USED BY BLDG DEPT ONLY. CONTRACTOR SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES & BID A COMPLETE JOB.*		
		SITE ADJUSTMENT	(0.00)	

0 15 30 60 90

SCALE: 1"=30'

PREPARED FOR:

OVERTON MOORE – PROPERTIES
19700 S. VERMONT AVE., SUITE 101
TORRANCE, CA. 90502
PHONE: (949) 922-7143
CONTACT: MONTANA KANEN

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH:(714)521-4811 FAX(714)521-4173

Designed by
Date
Checked by
Date
Designed by
Date
Checked by
Date

Approved by Date

Public Works Director R.C.E. XXXXX

Sheet 2 of 4 Sheets

CITY OF GARDENA

PUBLIC WORKS DEPARTMENT

BLDG2 - CONCEPTUAL GRADING PLAN

O.M.P. GARDENA INDUSTRIAL CENTER

W. 135TH STREET AND W. 139TH STREET

3564B

PLOT DATE: 11/08/2021

Last Update: 10/15/2021
O:\3500-3599\3564\3564CSP-02-BLDG2.dwg

EXHIBIT E

CITY OF GARDENA

CONDITIONS OF APPROVAL FOR ENVIRONMENTAL ASSESSMENT #18-21, CONDITIONAL USE PERMIT #7-21, AND SITE PLAN REVIEW #9-21

1600 and 1606 W. 135th Street (APNs: 6102-013-026, 027)

GENERAL CONDITIONS

GC 1. The applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgement. A copy of the signed document shall be submitted to the Community Development Department prior to issuance of any construction permit.

GC 2. Development of this site shall comply with the requirements and regulations of Title 15 (Building and Construction) and Title 18 (Zoning) of the Gardena Municipal Code.

GC 3. The applicant shall comply with all written policies, resolutions, ordinances, and all applicable laws in effect at time of approval. The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.

GC 4. The floor plan layout shall be in accordance with the plans approved by the Commission on March 7, 2023 and modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision.

GC 5. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claims, actions or proceedings, damages, costs (including without limitation attorneys' fees), injuries, or liabilities against the City or its agents, officers, or employees arising out of the City's approval of Environmental Assessment #18-21, Conditional Use Permit #7-21, and Site Plan Review #9-21. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant is the real party in interest in action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant of any obligation under this condition, including the payment of attorneys' fees.

SITE PLAN REVIEW

SPR1. Site Plan Review #9-21 shall be utilized within a period not to exceed twelve (12) months from the date of approval, unless an extension is granted in accordance with Section 18.44.060 of the Gardena Municipal Code. Utilization shall mean the issuance of building permits.

SPR2. All proposed wall signs shall be subject to submittal and review for a sign permit with the Community Development Department. All proposed signs shall comply with the provision of the Gardena Municipal Code Chapter 18.58.

SPR3. All fences or walls visible from the public right-of-way shall be constructed of decorative building materials such as slump stone masonry, concrete block, wrought iron, or other similar materials.

SPR4. The applicant shall submit for review and approval detailed landscape and irrigation plans prepared by a licensed landscape architect to the Director of Community Development or designee that is consistent with the State's Water Efficient Landscape Guidelines. At a minimum, tree size shall be 24-inch box and shrubs shall be five (5) gallon size. Metal cages, painted green, shall be used to protect irrigation check valves and controllers. All above ground piping, such as double detector check valves, shall not be placed in front setbacks and shall be screened with landscaping and painted green. Protective bollards shall be of a decorative type and/or painted green where appropriate.

CONDITIONAL USE PERMIT

CUP1. Conditional Use Permit #7-21 shall be utilized within a period not to exceed twelve (12) months from the date of approval, unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code. Utilization shall mean the issuance of building permits. The twelve months shall not begin to commence until the legislative approvals become effective.

CUP2. The applicant shall comply with all performance standards pursuant to Section 18.36.040 of the Gardena Municipal Code.

CUP3. The applicant shall ensure that that no barbed wired is install anywhere on the site that is visible from any public right-of-way.

CUP4. The applicant shall pay a one-time fee $100,245.60 at the time of building permit issuance for rehabilitation of West 135th Street from Western Avenue to Normandie Avenue due to wear and tear resulting from trucking operations from the warehouse facility.

CUP5. The applicant shall ensure that no more than 19,500 square feet of the building shall be used for manufacturing uses. If any portion of the uses (i.e. office spaces, warehouse space, manufacturing space) is expanded into other areas than what was shown to the Planning Commission on March 7, 2023, the applicant shall provide a parking calculation to show the property is still providing the appropriate number of parking spaces pursuant to Chapter 18.40 of the Gardena Municipal Code.

PLANNING

PL1. The applicant shall be required to apply for a lot line adjustment to combine the two lots (APNs: 6102-013-026, 6102-013-027) into one.

PL2. The applicant shall submit a site lighting plan, with photometrics, for review and approval to the Community Development Department prior to the issuance of building permits. The plan shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) shall employ illumination in a manner that meets the approval of the Building Official and the Director of Community Development or designee before building permits are issued. All light fixtures shall be designed and located in a manner that does not allow spillover onto adjacent properties.

BUILDING & SAFETY

BS1. The applicant shall comply with all applicable portions of the California Building Standards Code (Title 24, California Code of Regulations) in effect at the time of permit application.

BS2. The applicant shall comply with all conditions set forth by other departments and agencies, including but not limited to: Gardena Planning, Gardena Public Works, and Los Angeles County Fire Department.

BS3. The applicant shall comply with the latest adopted Los Angeles County Fire Code and Fire Department requirements, as applicable.

BS4. The applicant shall demonstrate that coverages has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the SWPPP shall be kept at the project site and be available for review on request. Best Management Practices shall be used during construction to prevent construction materials and soil from entering the storm drain.

BS5. The applicant shall submit a Final Priority WQMP to the Building Division for review and approval. This plan shall be in conformance with all current NPDES requirements. The WQMP must implement Low Impact Development (LID) principles such that projects infiltrate, harvest, re-use, evaporation, or bio-treat storm water runoff. Sheet flowing storm-water, without filtering, is no longer acceptable.

BS6. Prior to demolition activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to determine the presence or absence of asbestos containing-materials (ACMs).

The sampling method to be used shall be based on the statistical probability that construction materials similar in color and texture contain similar amounts of asbestos. In areas where the material appears to be homogeneous in color and texture over a wide area, bulk samples shall be collected at discrete locations from within these areas. In unique or nonhomogeneous areas, discrete samples of potential ACMs shall be collected. The survey shall identify the likelihood that asbestos is present in concentrations greater than 1 percent in construction materials. If ACMs are located, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard.

Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Common asbestos abatement techniques involve removal, encapsulation, or enclosure. The removal of asbestos is preferred when the material is in poor physical condition and there is sufficient space for the removal technique. The encapsulation of asbestos is preferred when the material has sufficient resistance to ripping, has a hard or sealed surface, or is difficult to reach. The enclosure of asbestos is to be applied when the material is in perfect physical condition, or if the material cannot be removed from the site for reasons of protection against fire, heat, or noise.

BS7. If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified Environmental Professional. A portable, field X-ray fluorescence (XRF) analyzer shall be used to identify the locations of potential lead paint, and test accessible painted surfaces. The qualified Environmental Professional shall identify the likelihood that lead is present in concentrations greater than 1.0 milligrams per square centimeter (mg/cm2) in/on readily accessible painted surfaces of the buildings.

If lead-based paint is found, abatement shall be completed by a qualified Lead Specialist prior to any activities that would create lead dust or fume hazard. Potential methods to reduce lead dust and waste during removal include wet scraping, wet planning, use of electric heat guns, chemical stripping, and use of local High Efficiency Particulate Air (HEPA) exhaust systems. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City Engineer.

BS8. The applicant shall provide a complete hydrology and hydraulic study prepared by a qualified engineer, and comply with the recommendations of the engineer, to the satisfaction of the Building Official.

BS9. The applicant shall submit a Final Geotechnical Investigation for City review/approval and comply with its recommendations and any revisions deemed necessary by the City's Building Official. The Gardena Building

Services Division will review construction plans to verify compliance with standard engineering practices, the GMC/CBSC, and the Geotechnical Investigation's recommendations.

BS10. The applicant shall prepare construction and demolition waste recycling plans for review and approval by the Building Division. The applicant shall enroll in the city's waste diversion program.

PUBLIC WORKS – ENGINEERING DIVISION

PW1. All work in the public right of way shall be constructed in accordance with the Standard Plans and Standard Specifications for Public Works Construction, latest edition. This includes supplements thereto and City of Gardena Standard Drawings.

PW2. Before undertaking any Encroachment/Excavation within the public right of way, the owner must first obtain the applicable permit from the Public Works Engineering Division.

PW3. The project shall utilize the County's benchmarks and any controlling survey monumentation (property lines, tract lines, street centerline, etc.) which are at risk of being destroyed or disturbed during the course of the project must be preserved in accordance with Section 8771(b) of the California Business and Professions Code (Professional Land Surveyors Act). Preconstruction field ties, along with the preparation and filling of the required Corner Records or Record of Survey with the County of Los Angeles, shall be accomplished by, or under the direction of, a licensed surveyor or civil engineer authorized to practice land surveying.

Copies of said records shall be furnished to the City Engineering for review and approval prior to issuance of any onsite or offsite construction permit. In addition, any monuments disturbed or destroyed by this project must be reset and post-construction Corner Records or Record of Survey filed with the County of Los Angeles. A copy of the recorded documents shall be submitted to the Engineering office for review and approval prior to issuance and/or finalizing any permits within the public right of way.

PW4. Prior to issuance of permits, all public improvements (if any) shall be guaranteed to be installed by the execution of an Agreement for Public Improvements secured by sufficient bond sureties or cash, complete indemnification form, Certification of Insurance (General Liability, Auto & Workers Compensation) naming City of Gardena as additional insured, contractor State License and City Business License.

PW5. All public improvements, studies, designs, plans, calculations and other requirements shall be installed, provided and supplied by the developer in accordance with City and State codes, policies and requirements at no cost to the City.

All work shall comply with City Standards and specifications and with the City of Gardena Municipal Codes and to be designed and signed by a registered Civil Engineer or other applicable professional license engineer(s).

PW6. Remove and replace all sidewalk, curb, gutter, driveway, and street signages fronting property along West 135th Street Show all sidewalk structures. All incidental improvements such as R&R traffic markings, re-painting existing curbs, install traffic signs, curb drains, etc. shall also be included.

PW7. The applicant shall provide traffic control plans per WATCH (Work Area Traffic Control Handbook) and/or California MUTCD (California Manual on Uniform Traffic Control Devices) per the latest standard pending proposed controls (permanent-overnight or temporary). The temporary/permanent traffic control plans shall be prepared by, or under the direction of, a licensed civil engineer or other authorized to practice traffic engineering.

PW8. The applicant shall submit as-built plan signed and stamped by the Engineer of Record shall be submitted to Public Works Department prior to finalizing and closing permit.

PW9. The applicant shall provide Street Improvement Plans showing all requirements and submit to Public Works Department for review and approval. Street Improvement Plan shall be stamped and signed by a Civil Engineer Registered in the state of California. An As-built plan signed and stamped by the Engineer of Record shall be submitted to Public Works Department prior to finalizing and closing permit. Any deviations from the approved plan will require a submittal of plan revision for the City review and approval.

PW10. The applicant is responsible for all applicable permit, plan check surety, sewer fees, and other incidental fees pertaining to the proposed project.

STANDARD CONDITIONS TO REDUCE IMPACTS

EN1. The applicant shall comply with all mitigation measures set forth in the Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

EN2. Prior to commencement of ground-disturbing activities, a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall develop Worker Awareness and Environmental Program (WEAP) Training for construction personnel. This training shall be presented to construction personnel and include what fossil remains may be found within the Project area and policies and procedures that must be followed in case of a discovery. Verification of the WEAP Training shall be provided to the Gardena Community Development Department.

EN3. If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 25-foot radius of the find shall halt and a professional

vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be contacted immediately to evaluate the find. The paleontologist shall have the authority to stop or divert construction, as necessary. Documentation and treatment of the discovery shall occur in accordance with Society of Vertebrate Paleontology standards. The significance of the find shall be evaluated pursuant to the State CEQA Guidelines. If the discovery proves to be significant, before construction activities resume at the location of the find, additional work such as data recovery excavation may be warranted, as deemed necessary by the paleontologist and full-time paleontological monitoring shall occur for the remainder of ground disturbance for the project.

EN4. Prior to approval of grading plans and/or issuance of demolition, grading, and building permits, the following noise reduction techniques shall be included in the construction plans or specifications:

a. Construction contracts specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state required noise attenuation devices.

b. The applicant shall demonstrate to the satisfaction of the City's Building Official that construction noise reduction methods shall be used where feasible, including shutting off idling equipment.

c. During construction, equipment staging areas shall be located such that the greatest distance is between the staging area noise sources and noise-sensitive receptors.

d. Per Gardena Municipal Code Section 8.36.080, construction activities shall not occur during the hours of 6:00 p.m. and 7:00 a.m. on weekdays; between the hours of 6:00 p.m. and 9:00 a.m. on Saturday; or any time on Sunday or a Federal holiday.

LOS ANGELES COUNTY FIRE DEPARTMENT

FD1. The applicant shall submit plans and specifications to the County of Los Angeles Fire Department Fire Prevention Engineering Section Building Plan Check Unit for review prior to building permit issuance.

LOS ANGELES COUNTY SANITATION DISTRICTS

SD1. The applicant shall pay a connection fee before a permit to connect to the sewer is issued. For more specific information regarding the connection fee application

procedure and fees, please contact the Connection Fee Counter at (562) 908-4288, extension 2727.

Gardena Owner LP, certifies that it has read, understood, and agrees to the Project Conditions listed herein.

_____

Gardena Owner LP, Representative

By_____

Dated_____

Harris & Associates

TECHNICAL MEMORANDUM

To: Amanda Acuna, City of Gardena
From: William Halligan, Esq., Harris & Associates
Subject: **Additional Comments/Discussions on the Gardena Industrial Center Project from the Los Angeles Regional Water Quality Control Board**
Date: March 16, 2023
Att:

Since release of the Final Mitigated Negative Declaration (MND)/Response to Comments on February 24th, 2023, the City of Gardena staff has had additional correspondence and discussions with the Los Angeles Regional Water Quality Control Board ("Water Board") regarding the Gardena Industrial Center Project. The Water Board has requested additional minor changes to Mitigation Measure HAZ-1. These are considered minor technical clarifications/corrections to HAZ-1 and do not represent a substitution of the original mitigation measure. The additional revisions to HAZ-1 are shown below:

HAZ-1 **Prior to the issuance of building permits, the Project Applicant shall prepare and implement a Remedial Action Plan or other remedial cleanup program document reviewed and approved by LARWQCB (collectively referred to as the "RAP") in compliance with Water Board Resolution No. 92-49. Subject to the LARWQCB's requirements, the RAP shall present the scope of work and schedule to remediate and mitigate all impacted shallow soils to the criteria protective of human health and the environment, including groundwater quality. The results of the remedial efforts shall be documented in a report that will be submitted to the LARWQCB.**

The Remedial Cleanup Program required as mitigation for this project is for the shallow VOC impacted soils on site. Additional remediation for deeper soils and groundwater may be required for this site by LARWQCB, but is not required as part of the mitigation for this project to proceed. However, appropriate access for monitoring, sampling and remediation for impacted deeper soils and impacted groundwater shall be maintained and shall not be affected by the proposed project.

~~Prior to the issuance of building permits, the Project Applicant shall prepare and implement a Remedial Action Plan or other remedial cleanup program document reviewed and approved by LARWQCB (collectively referred to as the "Final Remedial Cleanup Program"). The LARWQCB may require additional soil, soil vapor, and groundwater investigations prior to submittal of a Final Remedial Cleanup Program. The Final Remedial Cleanup Program will present the results of the previous work and present a scope of work to remediate all contamination from the Site, including volatile organic compounds (VOCs) impacts in soil, soil vapor, and groundwater to facilitate industrial or commercial redevelopment of the Site, including remediation of shallow impacted soil that might be encountered during grading and other redevelopment activities. The Project Applicant shall provide a copy of the Final Remedial Cleanup Program to the City once it has been reviewed and approved by the LARWQCB with confirmation of approval.~~

~~Subject to the LARWQCB's requirements discretion, the Final Remedial Cleanup Program should present the scope of work and schedule to remediate and/or mitigate shallow onsite VOC-impacted soil associated~~

~~with REC Nos. 4, 5, and 6 so grading and redevelopment can commence. The results of the remedial efforts shall be documented in a report that will be submitted to the LARWQCB.~~

Prior to issuance of grading permits, a Soil Management Plan (SMP) shall be submitted to the City which shall identify the procedures to manage unknown environmental concerns that might be encountered during redevelopment. This document shall also be submitted to the LARWQCB. The SMP does not need to be approved by the LARWQCB ~~n~~or the City.

A Vapor Intrusion Mitigation System (VIMS) Design Plan shall be prepared that presents the proposed design and construction details of the vapor mitigation system and submitted to the City along with construction documents. A VIMS Performance Plan should accompany the VIMS Design Plan and will present baseline indoor air sampling details that will be collected once the building is constructed. The baseline sampling, compared to subsequent sampling results, will provide evidence that the VIMS is performing adequately and that no human health risks are present for site occupancy. The VIMS Performance Plan will include the baseline and startup sampling procedures, on-going performance monitoring, and operation, monitoring, and maintenance (OM&M) operations. The VIMS Performance Plan will also provide contingencies for further mitigation if unfavorable vapor concentrations are discovered. Following completion of these tasks, the Project Applicant will request a determination from the LARWQCB that no further sampling/monitoring be required.

Prior to issuance of a temporary or final Certificate of Occupancy, a Land Use Covenant (LUC) shall be recorded with the Los Angeles County Registrar-Recorder restricting the property to be used only for industrial and/or commercial uses. Proof or recording shall be provided to the City. Prior to recording, the LUC shall be presented to the LARWQCB for review and approval.

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:

_____

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 m^2) 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 m^2) for each occupant in excess of two. The interior floor area shall not exceed 400 square feet (37 m^2), 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**

B	**B**	**B**	**B**	**B**	**B**	**B**	**B**	**B**

<u>SECTION 4.</u> 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:

_____

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:

_____

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 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.

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

CITY OF GARDENA
FREEWAY CITY
INCORPORATED 1930

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	• Public Facilities and Finance • Public Employee Programs • Contractual Assessment Programs • Infrastructure Financing Opportunities
	Public Employee Benefits	• PEPRA Compliance • JPA Benefits • Medical Benefits Vesting
	Cannabis	• Drafting Local and State Cannabis Regulations • Local Control
Transportation	Local Streets and Roads	• State Highway Relinquishments • Local Venue Signage on State Highways
	State Highway System	• State Bond Funding for Highway Projects • Expansion of Toll Lanes/Toll Roads
Water and Sanitation	Water Quality	• Drinking Water Public Health Regulations • Groundwater Pollution Liability • Groundwater Management Plans • Direct/Indirect Potable Reuse
	Water Infrastructure	• State Bond Funding for Water Projects • Local Reliability Projects • Water Conservation Programs
	Sanitation Infrastructure	• Integrated Regional Watershed Projects • Advanced Water Treatment Facilities
Housing and Community Development	Affordable Housing	• Developing Funding for Affordable Housing • Expanding Affordable Housing Eligibility
	Economic Development	• Capital Investment Incentive Program Expansion • Enterprise Zone Program Regulations • Military Base Re-Use Land Planning
	Redevelopment	• Agency Dissolution Process • Developing Post-RDA Funding Sources • State Liability Reduction
Recreation and Natural Resources	Park Facilities	• Joint-Use Projects with Schools Districts • State Bond Funding for Local Park Projects (Propositions 11, 68, and 84)
	Greenhouse Gas Reduction	• TOD Housing to Support Cap and Trade Objectives • Increase Transit Accessibility for Active Transportation
Cultural and Historical Resources	Cultural Facilities	• CA Cultural and Historical Endowment • CA Nature Education Facilities Program
Public Safety	Public Health	• Air Pollution Reduction Methods • Treatment of the Remains of a Deceased • Veteran Resources
	Crime Reduction	• Sex Trafficking Control • Gun Control
	Local Law Enforcement	• Increasing Local Police Presence/COPS • Police Body Cameras • Regional Public Safety Task Force Initiatives
Education	Community College Districts	• Veterans Resources • Alternative Energy Job Training • ADA Reform
	K-12 School Districts	• K-12 Safety Planning Programs • Joint Use Projects with Civic Agencies
	School Facilities	• 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
  - Michell 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
**The monthly fee includes all reasonable business and travel expenses*	

TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

Summary of Accomplishments

2023 State and Federal Efforts

April 25, 2023

WWW.TOWNSENDPA.COM

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

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
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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:

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Clint Osorio, City Manager

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

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.

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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

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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).

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(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.

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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.

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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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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 iMpactTM 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 iMpactTM 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 LiveTM 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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Military Equipment

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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Military Equipment

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-HeatTM 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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Military Equipment

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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Military Equipment

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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Military Equipment

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 divisionary 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 breech 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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Military Equipment

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.

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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.

(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

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.

(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.

(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.

(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.

(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.

(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

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

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

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

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

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

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

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.

(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.

(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.

(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.

(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 & COLAsignedbyCA.pdf
Existing Traffic Maintenance Agreement between COG & COLA.pdf
Vermont Traffic Signal Project Exhibit.pdf

APPROVED:

_____

Clint Osorio, City Manager

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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

WHERAS, 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

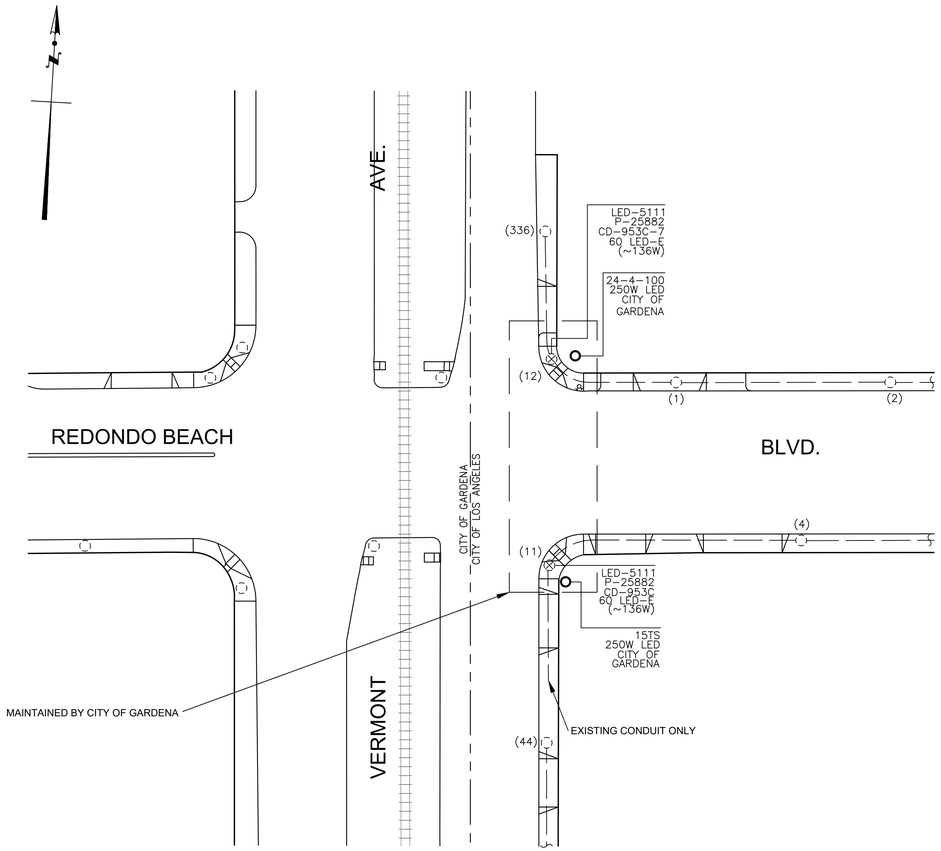
APPENDIX A
CITY OF GARDENA - CITY OF LOS ANGELES
STREET LIGHT MAINTENANCE AGREEMENT
CITY OF LOS ANGELES MAINTAINED

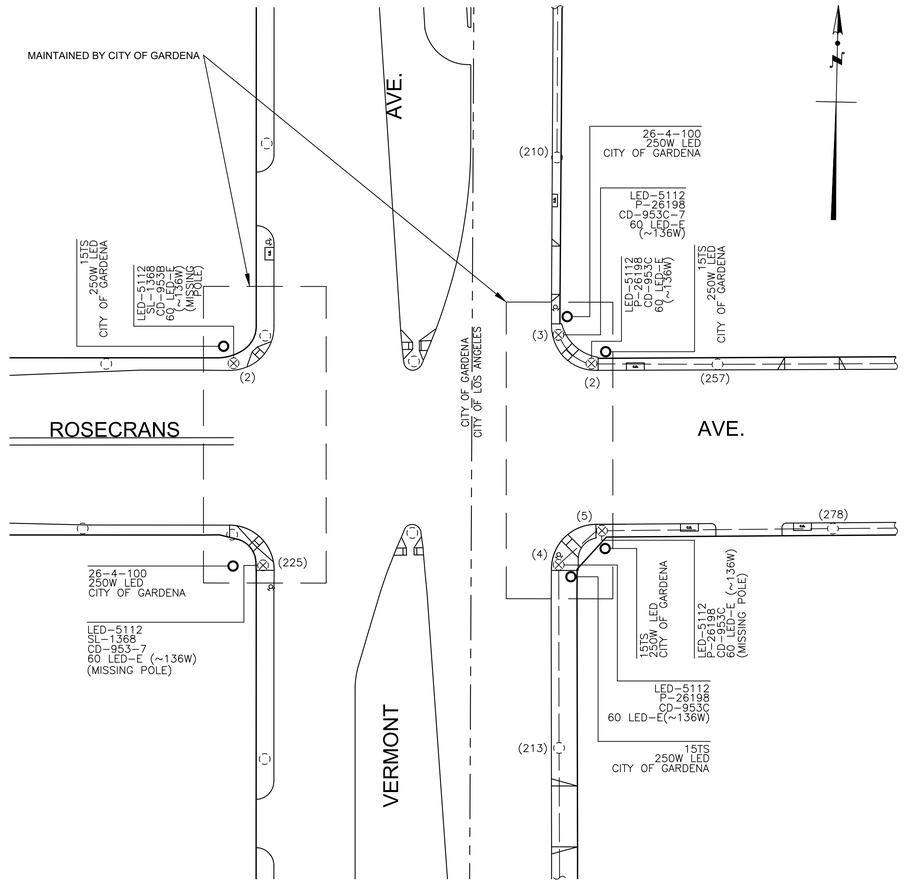
	Luminaire Number	Lamp Size & Type	Serv. Co. & Billing Schedule	City of Gardena Share	L.A. Share	
	Table left blank for Future Amendment					

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%	

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.





GENERAL IMPROVEMENT
VERMONT AVE. AT ROSECRANS AVE. & REDONDO BEACH BLVD.
BR-600532

PLANS PREPARED BY:

iteris®

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551

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

SIGNATURE

10/24/22
DATE

REGISTERED PROFESSIONAL ENGINEER
PAUL FRISLE
No. 72982
12/31/24
CIVIL
STATE OF CALIFORNIA

DATE

SCALE OF ORIGINAL PLAN: 1" = 40'

SHEET 6 OF 9 SHEET(S) INDEX NUMBER

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING

BPERMIT2022 09.08.2022

2/9/96

APPENDIX A
CITY OF GARDENA-CITY OF LOS ANGELES
TRAFFIC SIGNAL MAINTENANCE AGREEMENT
CITY OF GARDENA MAINTAINED

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 espinosa
310 217-9644

661-799-8456
Jerry Overland

2/9/96

APPENDIX B
CITY OF GARDENA-CITY OF LOS ANGELES
TRAFFIC SIGNAL MAINTENANCE AGREEMENT
CITY OF LOS ANGELES MAINTAINED

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

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 _____
Mayor

ATTEST: REX E. LAYTON, City Clerk

By _____
RICHARD H. BOWERS, Deputy

_____
City Clerk

(SEAL)

CITY OF GARDENA

By _____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

Approved as to Form and Legality
MAR 15 1971 19
ROGER ARNEBERGH
City Attorney
By _____
Deputy
LAURENT M. JAVELERA

APPENDIX A

Maintained by City of Gardena

Location	Share: Los Angeles	Share: Gardena
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

Location	Share: Los Angeles	Share: Gardena	Effective
~~NONE~~	66 2/3 %	33 1/3 %	9-14-73
178th St & Normandie Av.	50 %	50 %	9-14-73
179th St & Normandie Av.			

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.

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER Recyclable and made from recycled waste

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

DONALD L. DEAR, *Mayor*
MAS FUKAI, *Mayor Pro Tem*
JAMES W. CRAGIN, *Councilmember*
GWEN DUFFY, *Councilmember*
PAUL Y. TSUKAHARA, *Councilmember*

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*

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 I/S in 10 years! (They should have been billing us all along)

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 proportinate 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

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

Location	Share	
	Los Angeles	Gardena
178th Street at Normandie Ave.	66-2/3%	33-1/3%
179th Street at Normandie Ave.	50%	50%

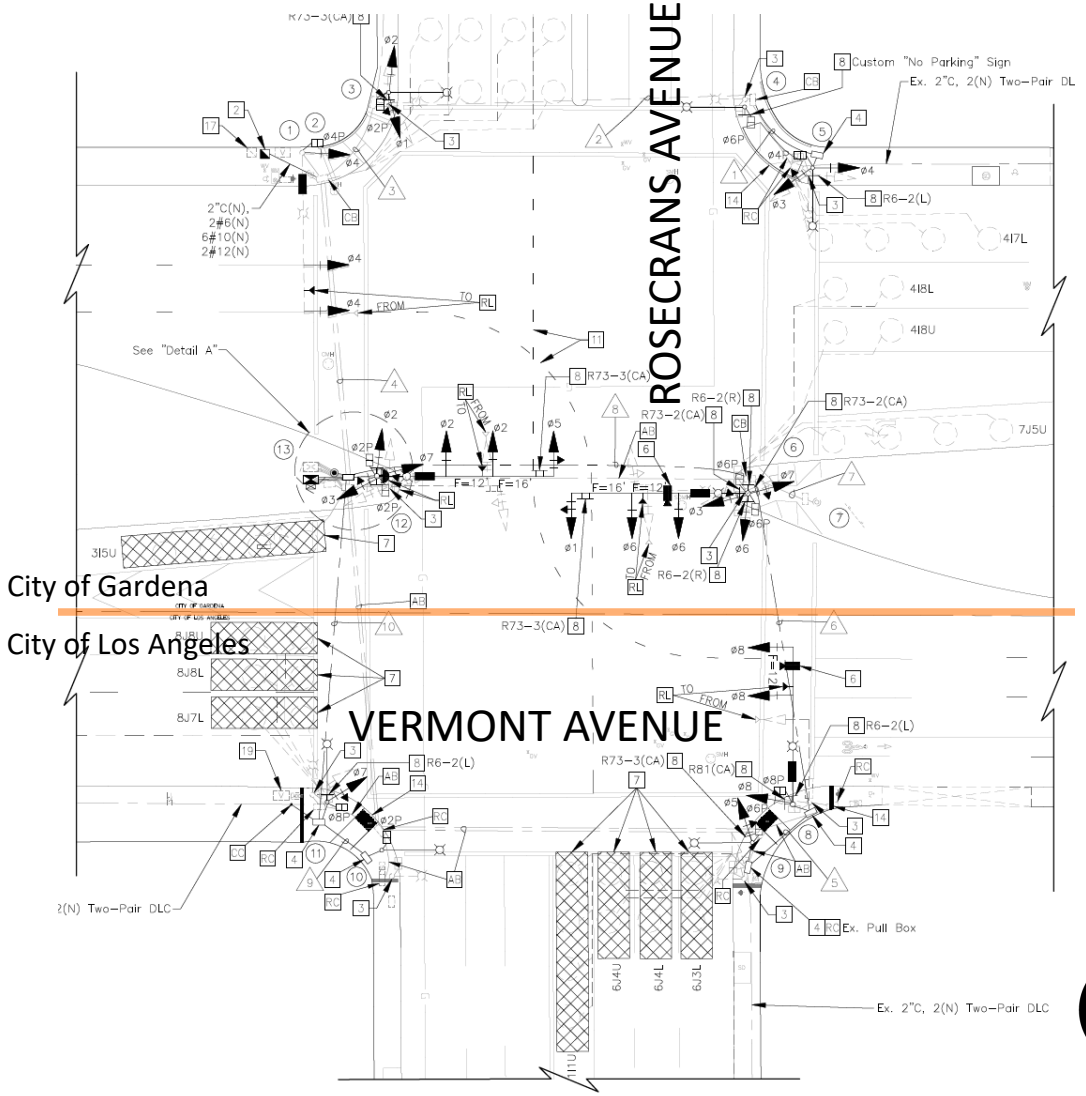
Agreed:

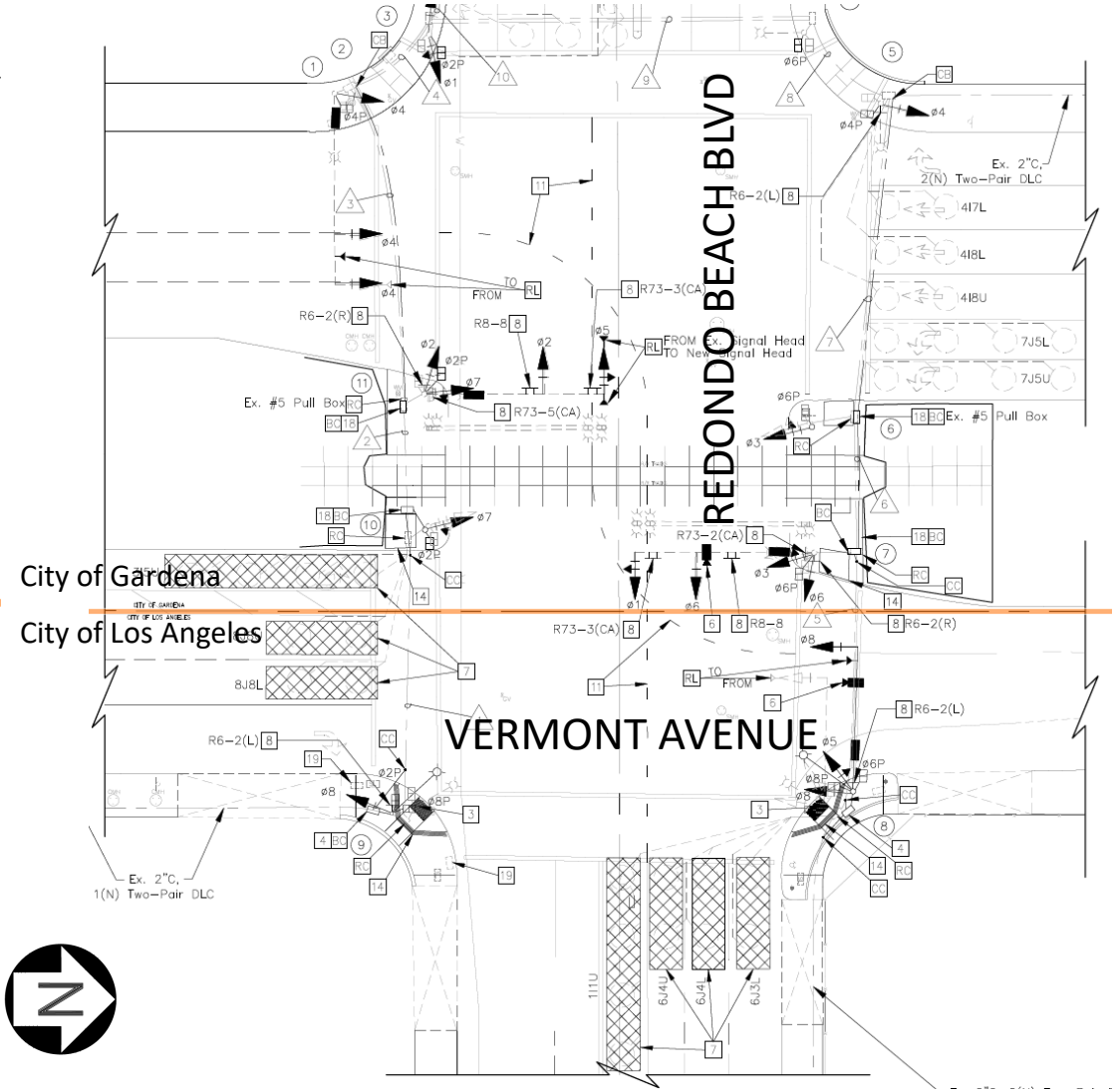
Frank Gutierrez

FRANK GUTIERREZ
Public Works Director
City of Gardena

S. S. (Sam) TAYLOR
City Traffic Engineer
City of Los Angeles

TRAFFIC SIGNAL UPGRADE PROJECT – JN 930





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 Specifcation 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:

_____
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.

<u>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.</u>

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).

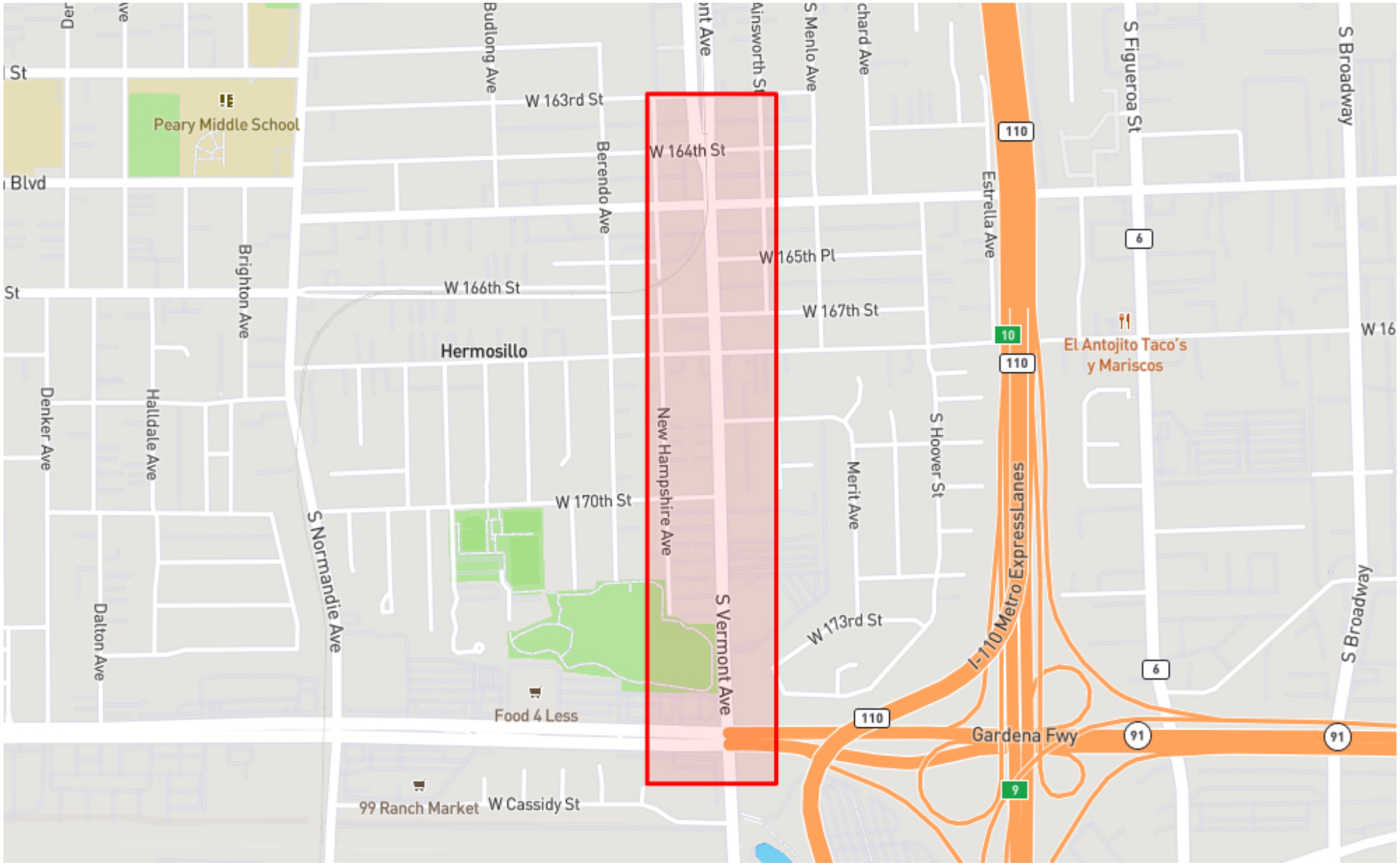
<u>Skilled and Trained Workforce</u>: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

<u>Award of Contract</u>: 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	

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

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T A B L E O F C O N T E N T S

Vermont Avenue Street Improvements
From Artesia Blvd. to Gardena Blvd.

DESCRIPTION	PAGE	DESCRIPTION	PAGE

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 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)

TO BE SUBMITTED WITH PROPOSAL

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) _____(SEAL)
Principal Surety

BY:_____ BY:_____
Signature Signature

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney–in-fact must be attached.

BID PROPOSAL

PROJECT NO. JN 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 _____%.

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: _____

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 _____

TO BE SUBMITTED WITH PROPOSAL

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: _____

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 Bvld.

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

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

ARTICLE II.

CONTRACT SUM AND PAYMENT

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

ARTICLE III.

CONTRACT DOCUMENTS

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

ARTICLE IV.

EFFECTIVE DATE

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

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

CITY

By:_____
MAYOR (Sign)

Date: _____

SEAL

Attest:
By: _____
CITY CLERK (Sign)

Date:_____

CONTRACTOR

By:_____
Sign / Title

Date: _____

Attest: (Contractor)

By:_____
Sign / Title

Date: _____

APPROVED AS TO FORM:

By:_____
CITY ATTORNEY (Sign)

Date:_____

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:

(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 REPRESENATIVE. The Contractor shall furnish the Engineer with the name, address and cell/ business/home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

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.

<u>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</u>.

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, ACEPTANCE, AND WARRANTY.

3-13.3 Warranty. In addition to the guarantees as required in Section 1-7.2 and 3-13.3 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of <u>one year</u> after acceptance of the work by the Agency to insure that defects, which may appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Engineer within thirty (30) days after written notice 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 RESPONSIBLITIES

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

5-5 ANTITRUST CLAIMS. By entry into this Contract, Contractor hereby acknowledges the terms of Section 7103.5 of the Public Contract Code and hereby offers and agrees to assign to the Agency all rights, title and interest in all causes of action it may have as outlined above.

5-7 SAFETY.

5-7.4 Hazardous Substances. As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify the Agency of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by the Agency; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, the Agency shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the Contract but shall retain all rights provided by the Contract and by law for making protests and resolving the dispute.

5-7.4.1 Edison Energized Conductors. Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilized only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

> "Qualified Person: A person who by reason of experience or instruction is familiar with the operation to be performed and the hazards involved."
>
> Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

5-7.4.2 Emergency Provisions. Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the Agency, an emergency exists of which the Agency is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the Agency, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the Agency may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the Agency may seem reasonable and necessary, all at the expense of the Contractor.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule. The Contractor's proposed construction schedule shall be submitted to the Engineer within fourteen (14) calendar days after the date of the contract execution. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

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 ¾” 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) ¼ 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 confirm to the applicable requirements of Section 300 and 301 and other pertinent sections of the Standard Specifications for the various items involved. Payment for excavation shall be incidental and included in the appropriate unit price bid.

300-12.1 Asphalt Pavement Removal. The edges of asphalt pavement remaining in place shall be sawcut and shall have clean, solid vertical faces. The edges of asphalt pavement broken during construction shall be 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:

Cracks, Joint Widths	Required Sealing Method
1/4 " to 1/2 "	Rout to 1/2" wide, 1/2 " deep Fill with Sealant*
1/2" to 3/4"	Fill with sealant*
Greater than 3/4"	Fill with hot mix asphalt paving (F-AR4000)

* Use Type "D" joint sealant to seal P.C.C. to be overlaid with asphalt use Type "A" sealant (color to match existing P.C.C.) in P.C.C., which is not to be overlaid.

All loose material shall be removed from cracks and joints and an approved herbicide shall be applied prior to sealing.

Cracks shall be filled flush with the road surface. Excess material shall be removed.

Sealant shall be applied according to the manufacturer's specifications, which shall be furnished to the Engineer at the preconstruction job meeting.

302-5 ASPHALT CONCRETE 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 join edges shall be made along straight lines by hand raking out all heavy aggregates prior to rolling to produce a smooth uniform surface. Compacted edge along gutter lip shall be 3/8 inch in height.

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

302-9.5 Joints. JOINTS SHALL NOT BE ALLLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. JOINTS PLACED WITHOUT APPROVAL SHALL BE REMOVED AT THE SOLE EXPENSE OF THE CONTRACTOR.

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 accessed at a rate of Five Hundred ($500) per each travel lane per each thirty (30) minute interval, or fraction thereof as required by the Engineer. In no event will work be allowed past 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 biling.

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.

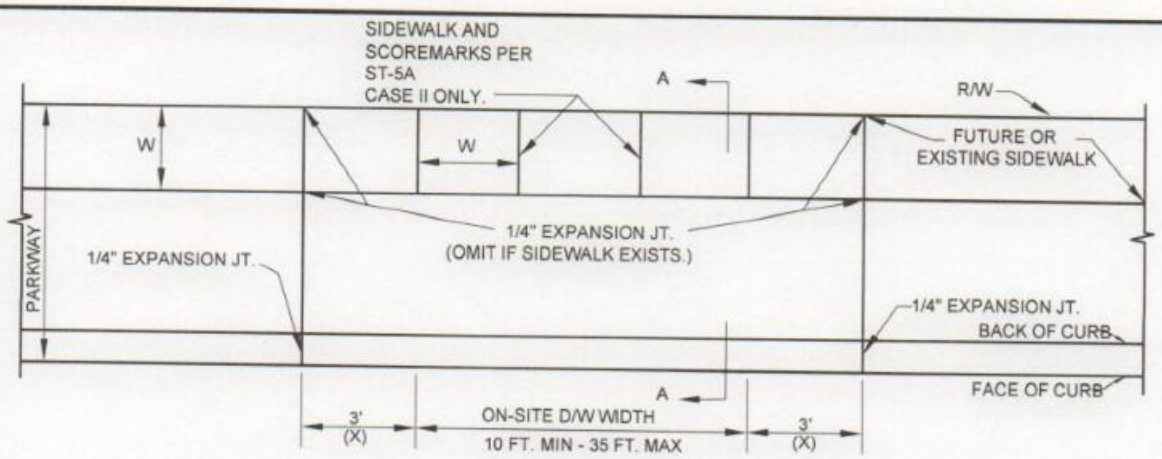
701-13.2 Splices. All conductor splicing shall conform to Section 87 of the Standard Specifications of the State of California, latest edition. All detector loop wire and lead-in cable shall be soldered at every splice or connection.

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.

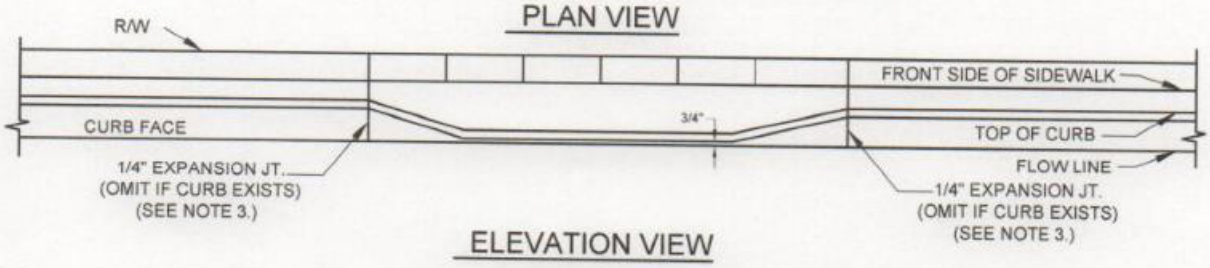
701-17.7.3 Measurement and Payment
Payment for REPLACE (E) PED PUSH BUTTON WITH TOUCHLESS ACCESSIBLE and shall include full compensation for removals, replacements, wiring, materials, tools, equipment and incidentals necessary to perform the work complete in place and no additional compensation shall be allowed therefore.

END OF TECHNICAL PROVISIONS

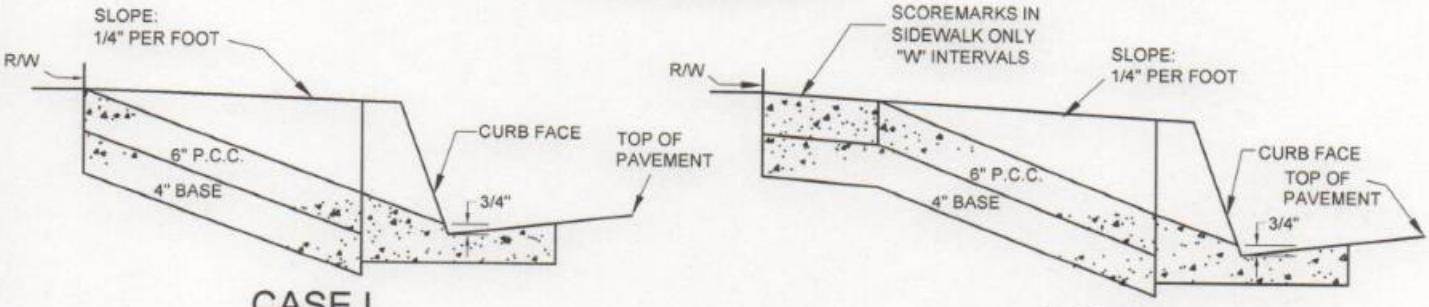
APPENDIX A: CITY STANDARDS



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:	APP. BY:			
RESIDENTIAL DRIVEWAY	CITY ENGINEER		DATE June 17, 2015	
	DESIGNED BY	JC	5/6/15	DWG. NO. ST-2
	DRAWN BY	RS	5/6/15	
	CHECKED BY	JF	5/6/15	

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.

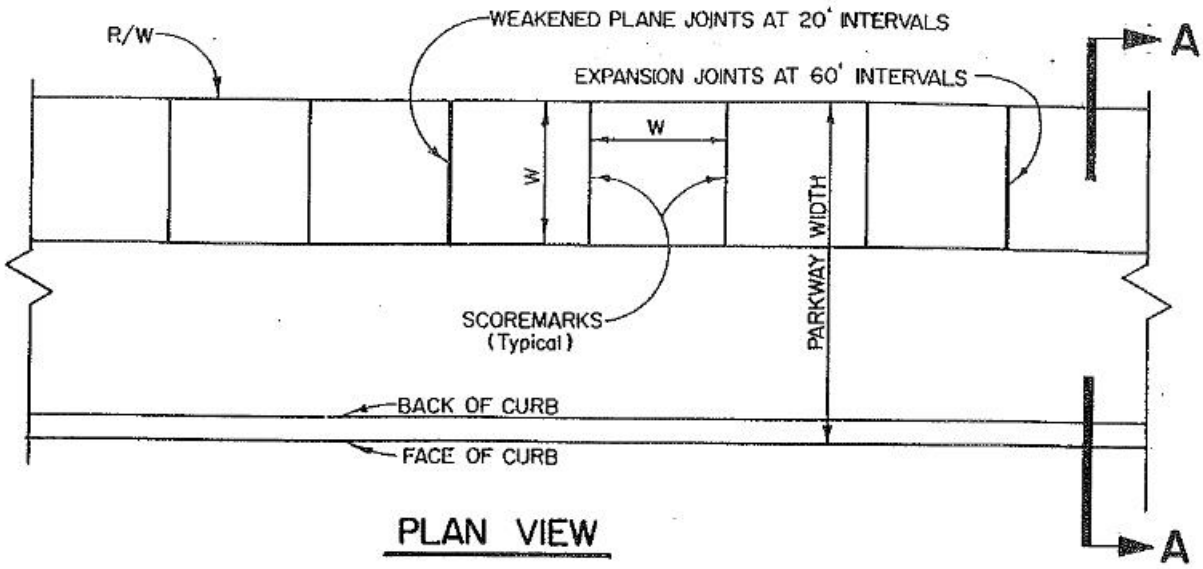
5. A single driveway may be constructed to serve contiguous lots or parcels and shall be no greater than 60% of the lot frontages in width and shall be constructed with at least 3.1 meters (10 feet) of width within the frontage of each lot or parcel, excluding side slopes and returns.

6. Driveways shall not encroach into curb returns.

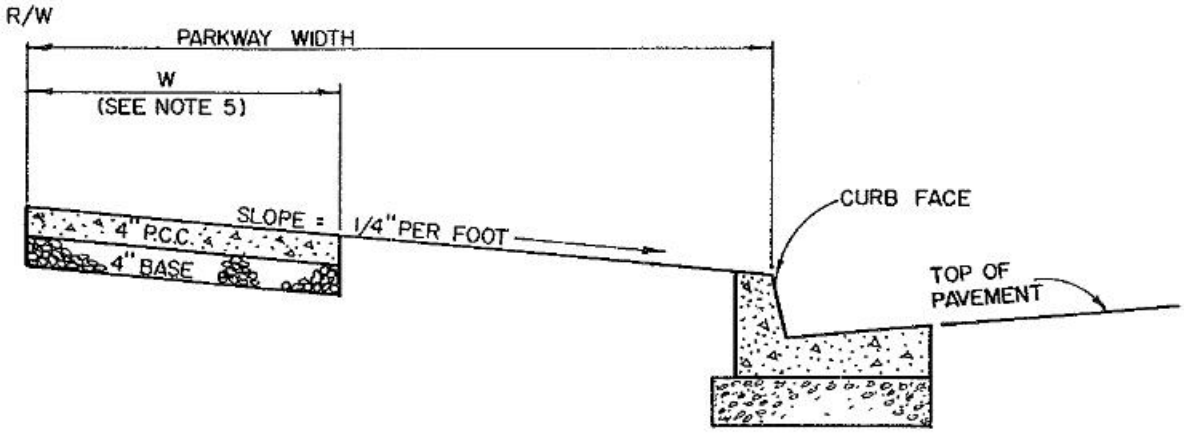
7. Driveways shall not be constructed within 0.9 meter (3 feet) of utility poles or any structures.

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.



PLAN VIEW



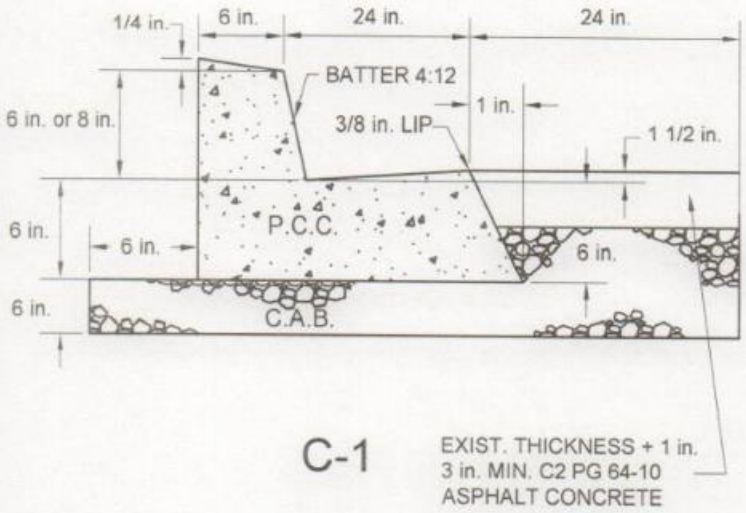
SECTION A-A

NOTES:

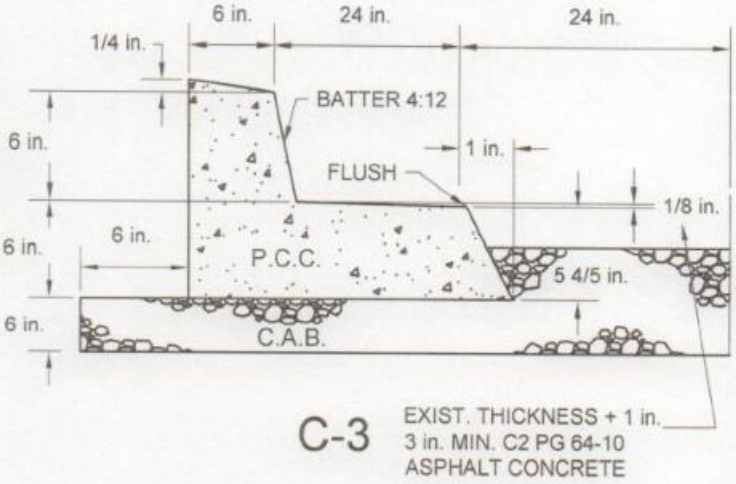
1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."
2. WHERE EXISTING CONCRETE IS TO BE REMOVED, IT SHALL FIRST BE SAWCUT AT THE NEAREST SCOREMARK.
3. BASE SHALL BE CRUSHED MISC. BASE PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
4. "W" SHALL BE A MINIMUM OF 5' ON ARTERIAL & COLLECTOR STREETS, AND A MINIMUM OF 4' ON LOCAL STREETS.
5. FULL PARKWAY SIDEWALK, CONSTRUCTED PER STANDARD ST-5B, IS PERMITTED FOR MULTIPLE RESIDENTIAL ZONES WHICH FRONT ON ARTERIAL OR COLLECTOR STREETS.
6. NO SAWCUT ON CONTROL LINES.

NOTE:
NEW SIDEWALKS WILL REQUIRE CRUSHED MISCELANEOUS BASE.
SIDEWALKS (REPLACEMENT OF SIDEWALK) RECOMPACT EXISTING BASE MATERIAL.

CITY OF GARDENA			ENGINEERING DIVISION
TITLE: **RESIDENTIAL SIDEWALK**	APP. BY: [signature] 12/16/98 DATE		
	DESIGNED BY		DWG. NO. ST - 5A
	DRAWN BY	A.W.D. 12/16/98	
	CHECKED BY		



C-1



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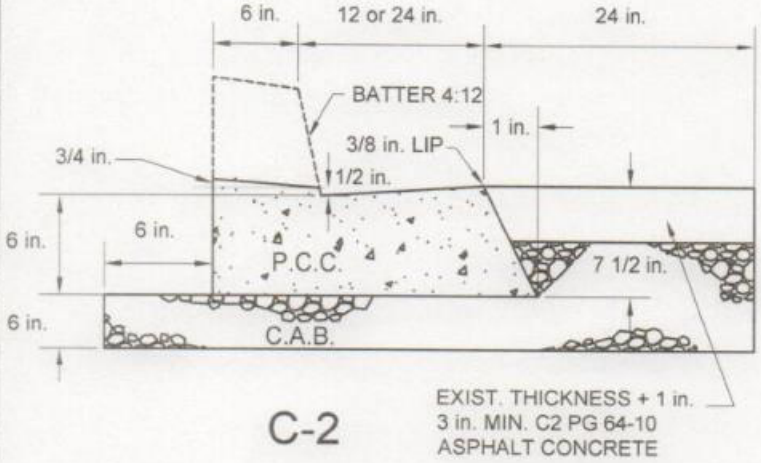
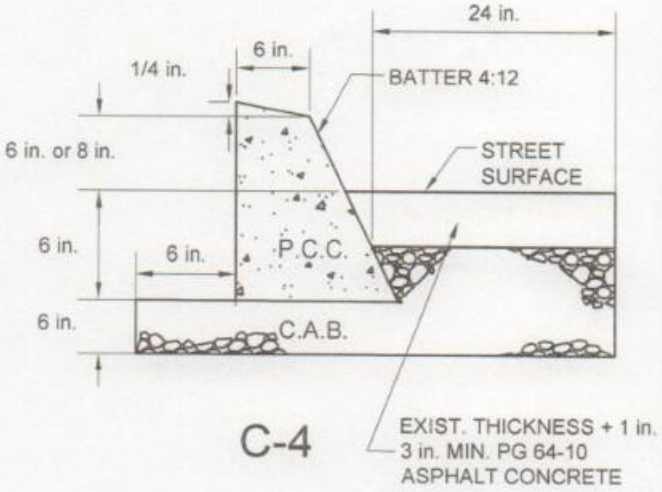


C-2

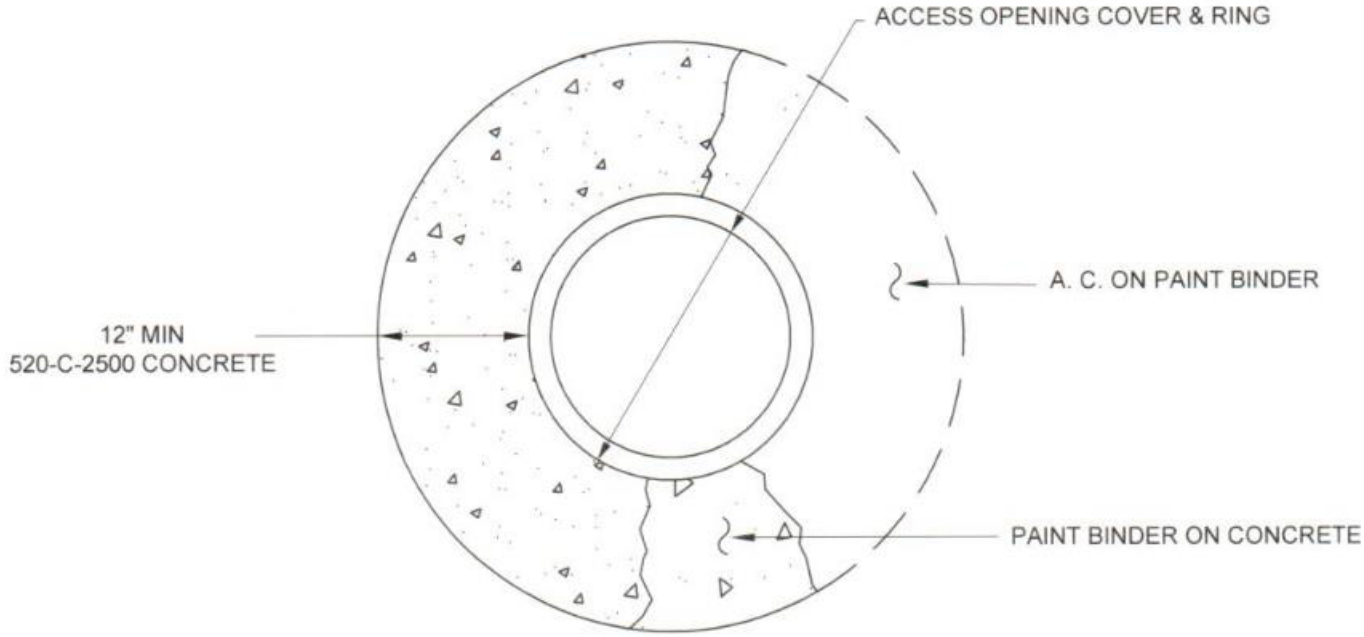


C-4

NOTES:

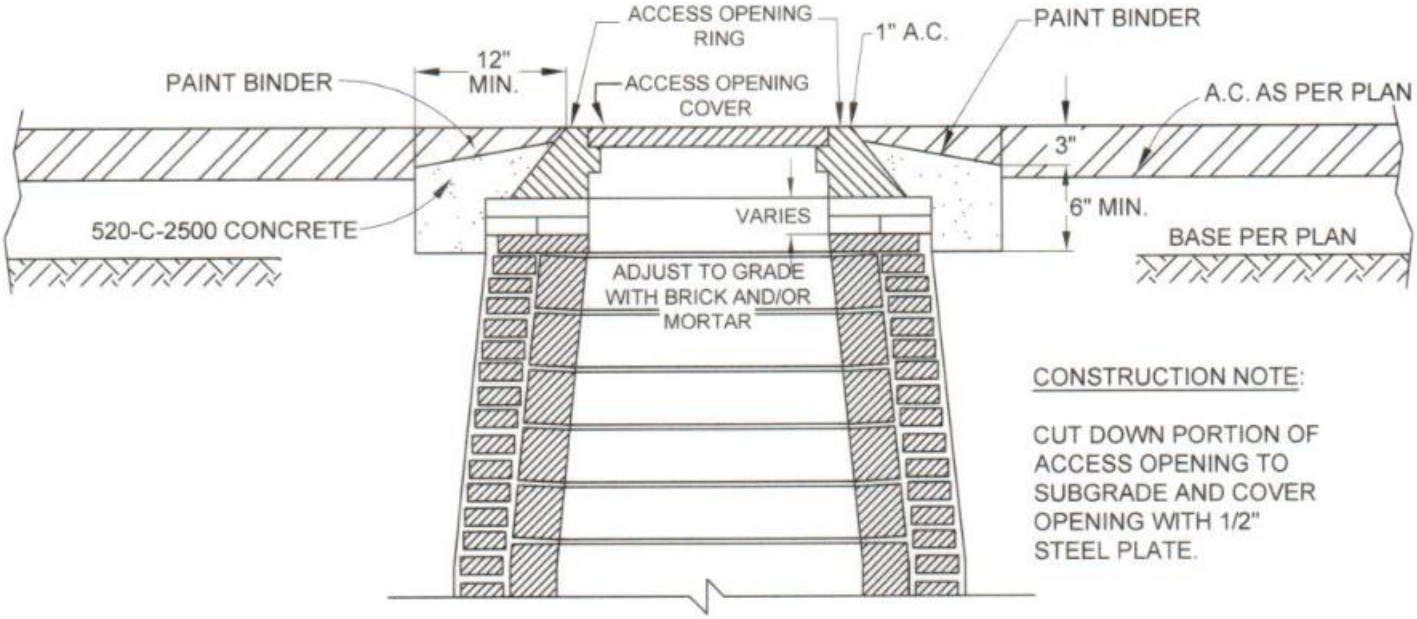
1. 1/2 IN. EXPANSION JOINTS SHALL BE PLACED EVERY 60 FT. WEAKENED PLANE JOINTS PLACED EVERY 20 FT.
2. BASE SHALL BE CRUSHED AGGREGATE BASE PER THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
3. PORTLAND CEMENT CONCRETE SHALL BE 520-C-2500 PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
4. ALL EXPOSED CORNERS ON P.C.C. CURBS AND GUTTERS TO BE ROUNDED WITH 3/4 IN. RADIUS.
5. ALL ASPHALT CONCRETE AND P.C.C. TO BE REMOVED SHALL BE SAWCUT AT REMOVAL LIMITS. (MIN 5 IN. SAWCUT.)

CITY OF GARDENA	PUBLIC WORKS DEPARTMENT			ENGINEERING DIVISION
TITLE: CURB AND GUTTER	APP. BY: CITY ENGINEER			5/27/2015 DATE
	DESIGNED BY	JC	5/6/15	DWG. NO. ST - 7
	DRAWN BY	RS	5/6/15	
	CHECKED BY	JF	5/6/15	



PLAN VIEW

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

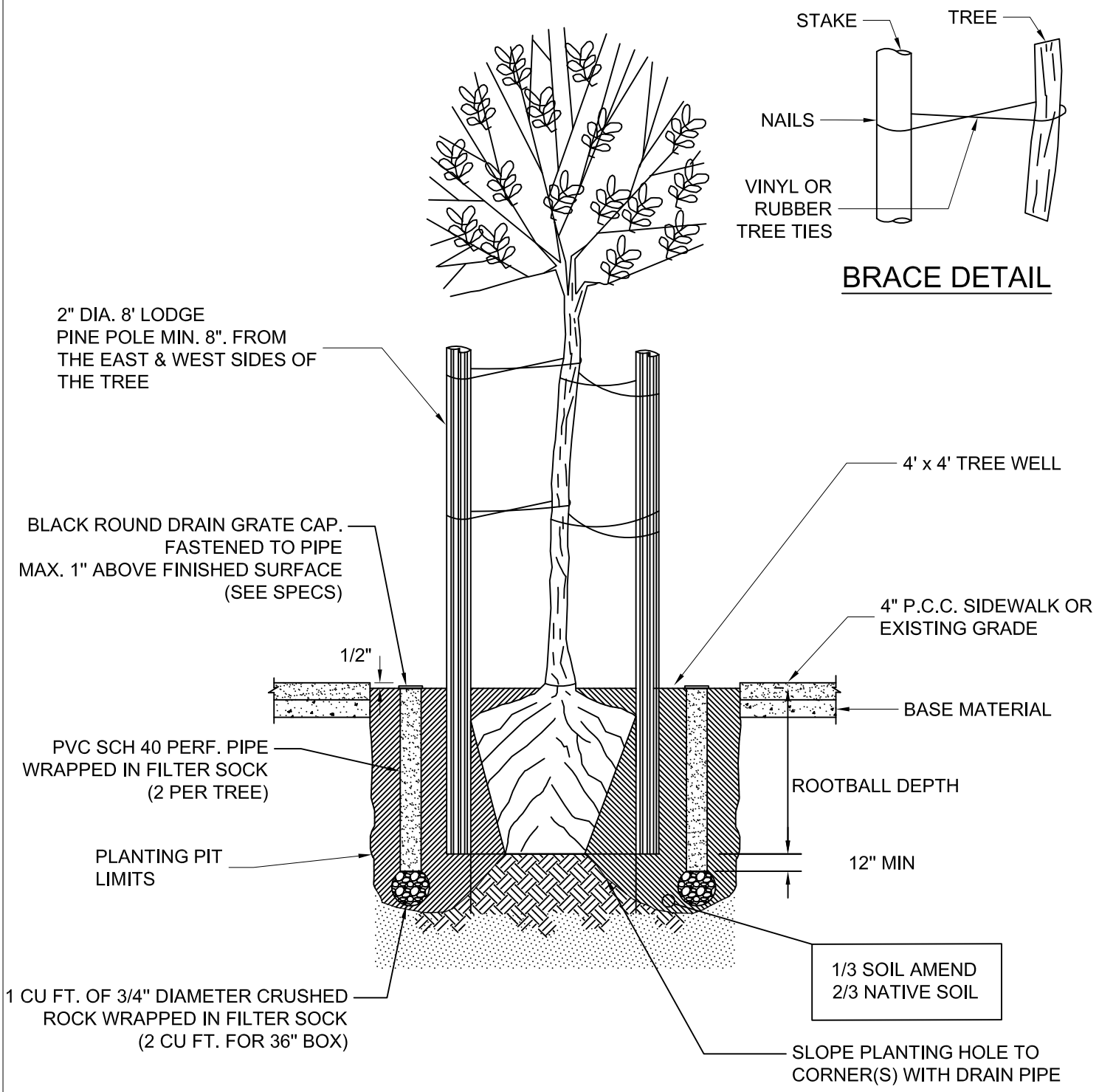


CONSTRUCTION NOTE:

CUT DOWN PORTION OF ACCESS OPENING TO SUBGRADE AND COVER OPENING WITH 1/2" STEEL PLATE.

CROSS SECTION

CITY OF GARDENA	PUBLIC WORKS DEPARTMENT	ENGINEERING DIVISION	
TITLE: ACCESS OPENING ADJUSTMENT	APP. BY: CITY ENGINEER	8/3/2016 DATE	
	DRAWN BY	SS	7/11/16
	CHECKED BY	JF	7/11/16
	DWG. NO.	ST- 9	



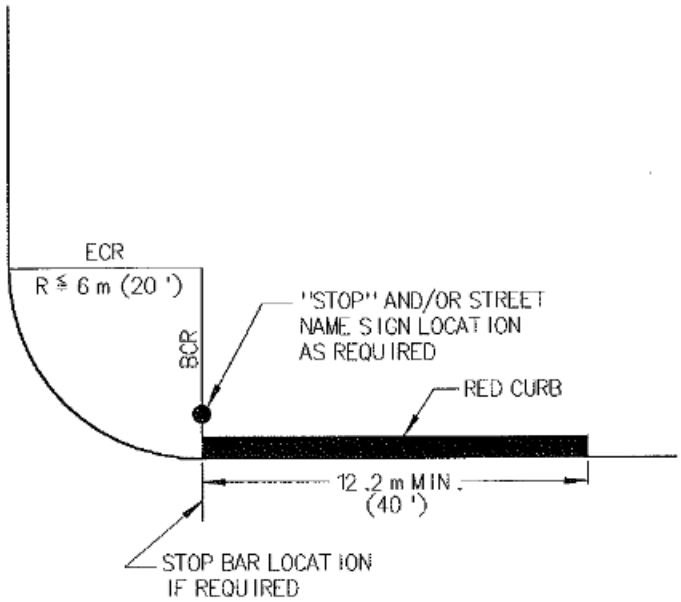
CITY OF GARDENA | PUBLIC WORKS DEPARTMENT | ENGINEERING DIVISION

TITLE: TREE PLANTING DETAIL (FOR TREE WELLS ONLY)

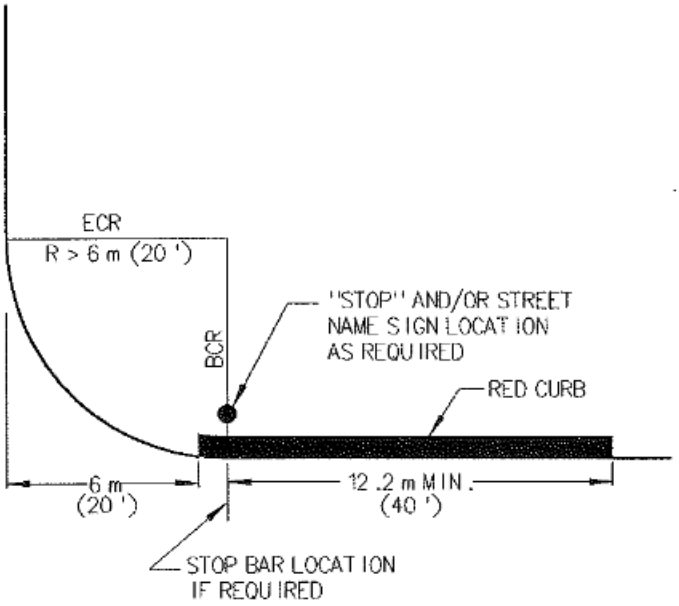
APP. BY: Allan Rigg — PUBLIC WORKS DIRECTOR/CITY ENGINEER — 12/1/2021 DATE

DRAWN BY	EL	11/4/21	DWG. NO. ST- 11B
CHECKED BY	WM	11/4/21	

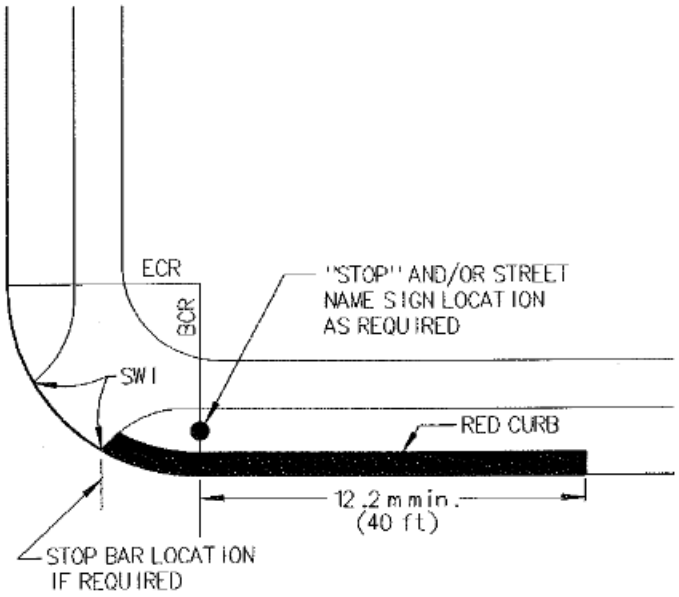
CASE I - NO SIDEWALK OR FULL SIDEWALK CURB RETURN RADIUS ≦ 20'



CASE II - NO SIDEWALK OR FULL SIDEWALK CURB RETURN RADIUS > 6 m (20')



CASE III - SIDEWALK INTERCEPT IN CURB RETURN

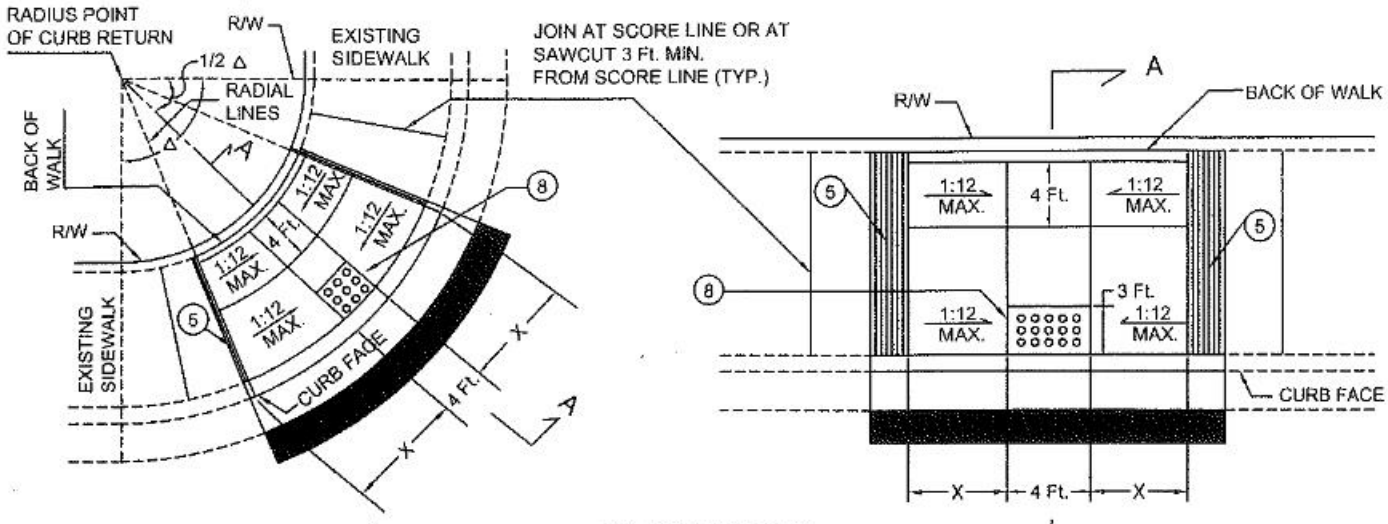


NOTES:

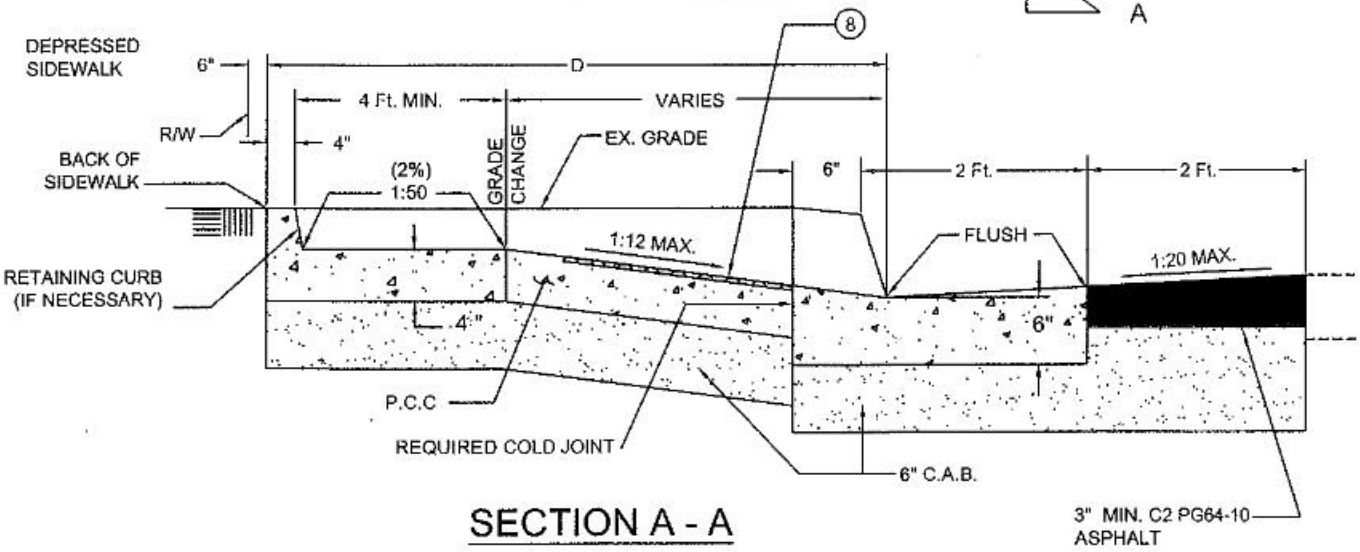
1. DO NOT USE RED CURB WHEN PARKING PROHIBITION SIGNS ARE IN PLACE.
2. SPECIAL RED CURB LENGTHS FOR ANGLE INTERSECTIONS WILL BE DETERMINED BY ENGINEERING.

CITY OF GARDENA — ENGINEERING DIVISION

TITLE: TRAFFIC CONTROL DEVICE LOCATIONS AT CURB RETURNS	APP. BY: [signature]		8/7/98 DATE	
	DESIGNED BY			DWG. NO. ST - 17
	DRAWN BY	A.W.D.	8-07-98	
	CHECKED BY			



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.

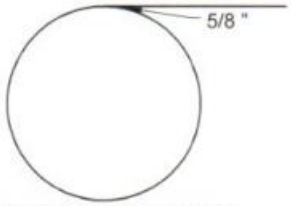
6. PROVIDE ROUGH BROOM FINISH THAT CONTRASTS WITH ADJACENT SIDEWALK ON ALL SURFACES OF RAMP UNLESS OTHERWISE NOTED.
7. FOR 8" CURB FACE, D > 14 Ft. OR 6" CURB FACE, D > 12 Ft. THE SIDEWALK NEED NOT BE DEPRESSED. PLACE A GROOVED BORDER . (NOTE 5) AT THE TOP OF RAMP.

(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.

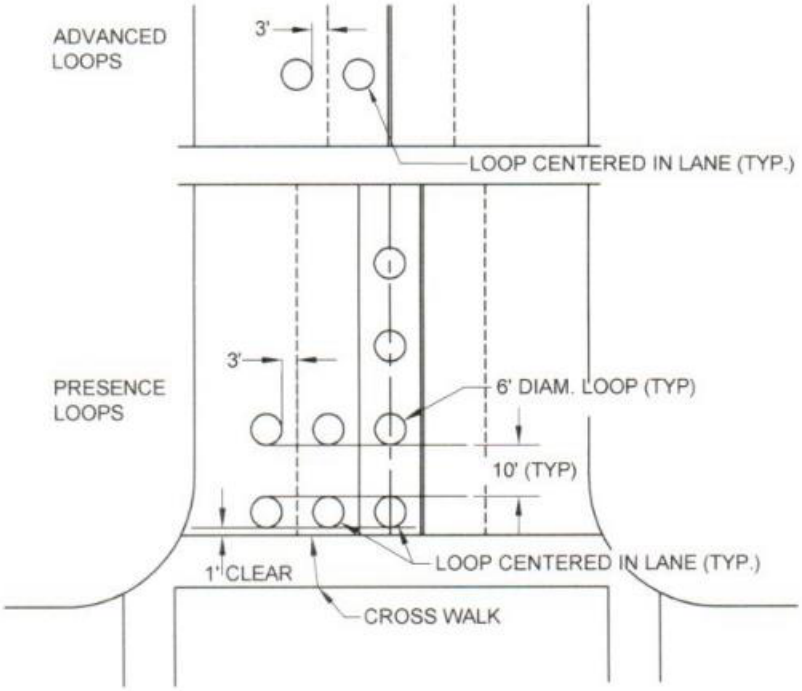
CITY OF GARDENA --- PUBLIC WORKS DEPT. --- ENGINEERING DIVISION

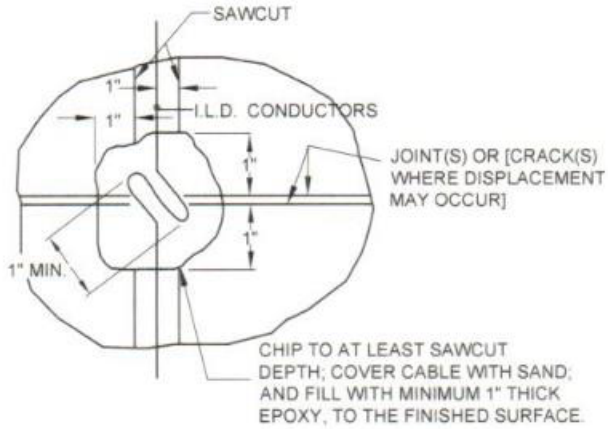
TITLE:	APP BY: CITY ENGINEER	R.C.E. NO. 51973	DATE 4/10/08	
CURB RAMP	DESIGN BY	JC		DWG. NO. ST - 18
	DRAWN BY	RS		
	CHECKED BY	JF		

N:\ENGINEERING\CAD\AUTOCAD\STANDWG\STANDARD DRAWINGS\CURB RAMP (ENGLISH UNIT).DWG

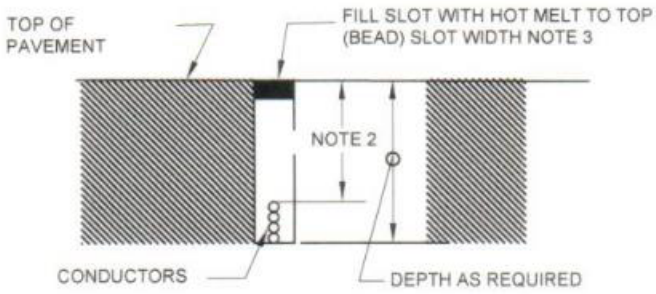


TYPICAL LOOP DETAIL

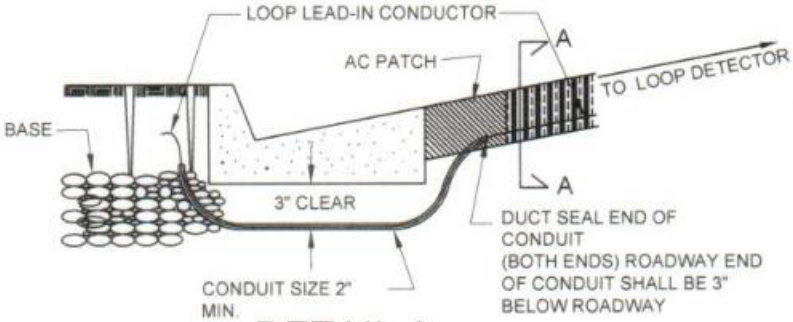




INDUCTIVE LOOP DETECTOR EXPANSION JOINT



SECTION A - A



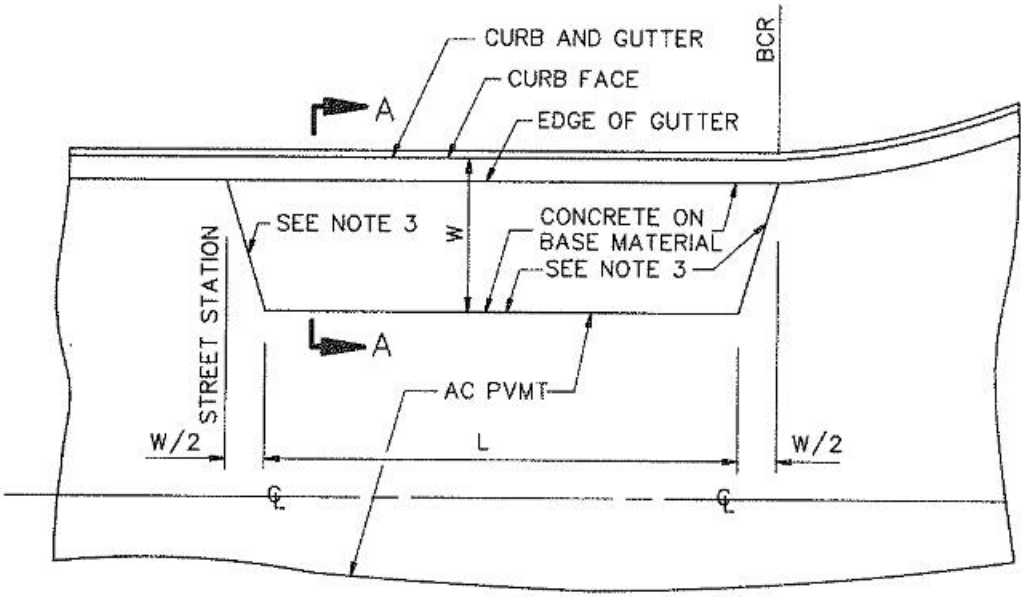
DETAIL A

CONSTRUCTION NOTES:

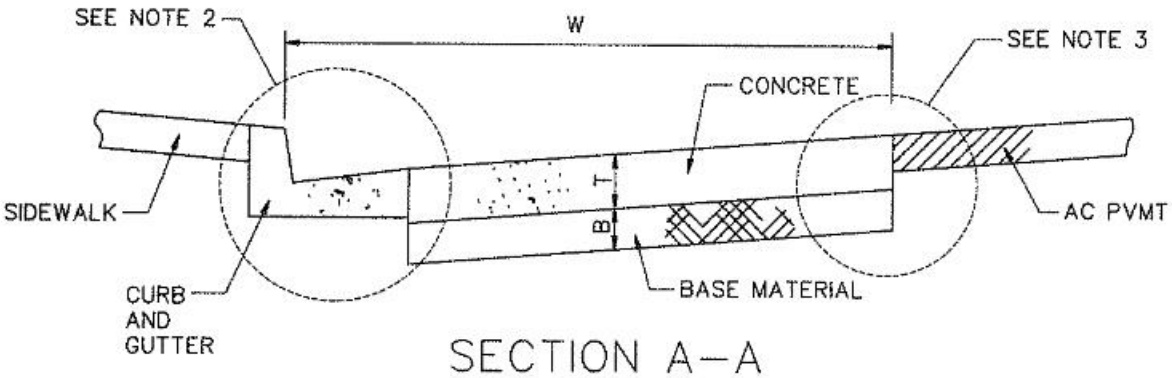
1. DURING CUTTING OPERATIONS A VACUUM MACHINE SHALL COLLECT ALL DEBRIS AND WATER.
2. LOOP AND HOMERUN CUTS SHALL BE INSTALLED TO THE MAXIMUM DEPTH POSSIBLE LEAVING A MINIMUM OF 1" OF CONCRETE OR ASPHALT IN THE BOTTOM AND A 3" TO 4" COVER IN ASPHALT, 2" COVER IN CONCRETE.
3. LOOP AND HOMERUN CUTS SHALL BE 5/8 " WIDE.
4. HOMERUN CUTS SHALL BE:
   - CUT STRAIGHT
   - CUT 1' FROM ALL EXISTING CUTS AND ALL PROPOSED HOMERUNS; 2' FROM ALL LOOPS
   - CUT OUTSIDE OF ANY CONCRETE STORM DRAIN SPANDREL OR APRON
   - LAID OUT BY STRINGLINE BEFORE CUTTING AND APPROVED BY THE INSPECTOR AS NEEDED
5. LOOPS SHALL BE NUMBERED STARTING FROM THE INTERIOR LANE COUNTING BACK FROM THE LIMIT LINE.
6. SPLICES SHALL BE BUTT JOINED, SOLDERED WRAPPED IN RUBBER TAPE, DOUBLE WRAPPED IN ELECTRIC TAPE AND SCOTCH KOTE'D.

CITY OF GARDENA	PUBLIC WORKS DEPARTMENT	ENGINEERING DIVISION
TITLE: TRAFFIC LOOP DETAIL	APP. BY: CITY ENGINEER	DATE 8/3/2016
	DRAWN BY SS 7/11/16	DWG. NO. ST- 24
	CHECKED BY JF 7/11/16	

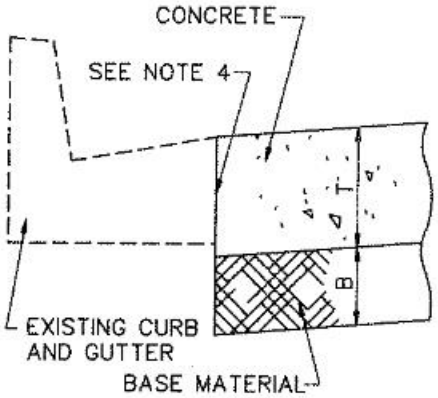
APPENDIX B: STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION



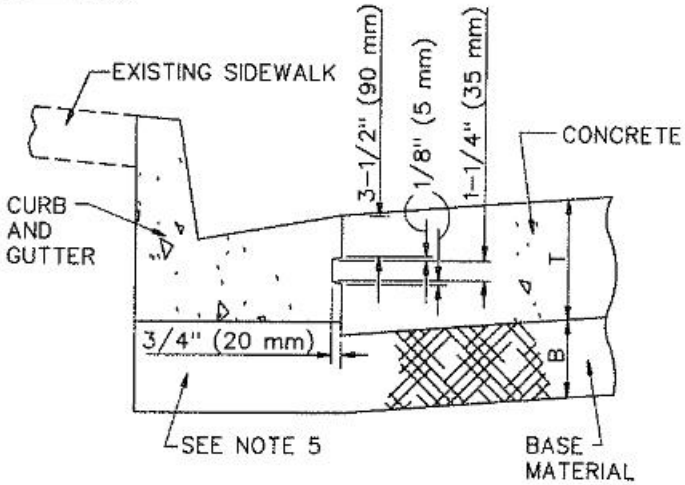
TYPICAL BUS PAD



SECTION A–A



SECTION B–B



SECTION C–C

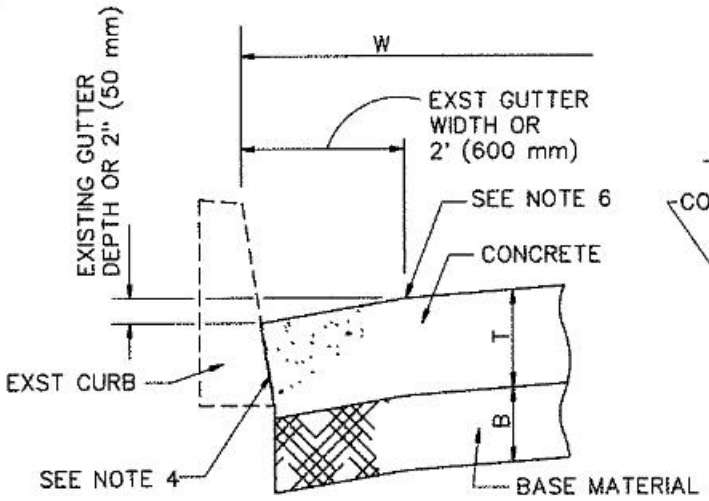
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009, 2021

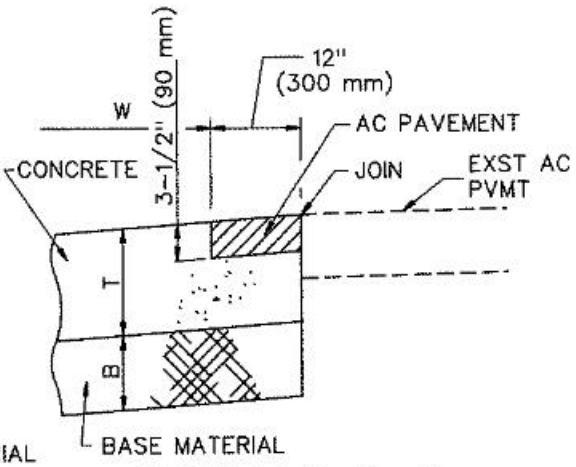
CONCRETE BUS PAD

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
131–3
SHEET 1 OF 2

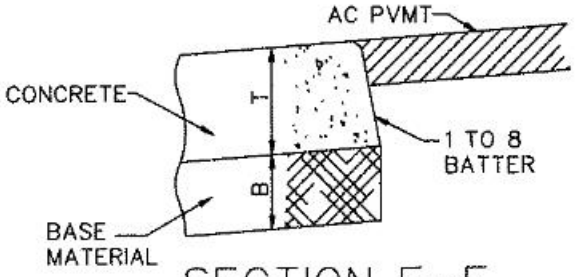


SECTION D–D



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

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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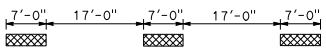
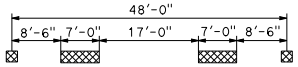
CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



DETAIL 2



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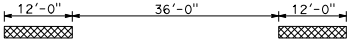
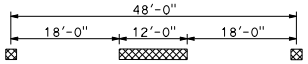
~~DETAIL 4~~ DETAIL 4 DELETED

DETAIL 5



DETAIL 6



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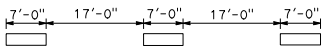
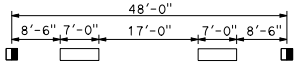
LANELINES
(MULTILANE HIGHWAYS)

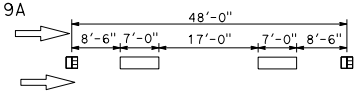
DETAIL 8



DETAIL 9



DETAIL 9A
SEE NOTE



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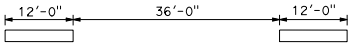
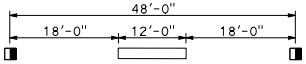
DETAIL 11

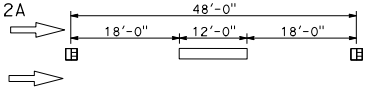


LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



DETAIL 12A
SEE NOTE



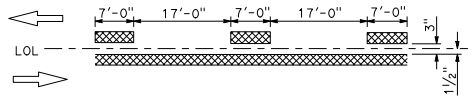
~~DETAIL 13~~ DETAIL 13 DELETED

~~DETAIL 14~~ DETAIL 14 DELETED

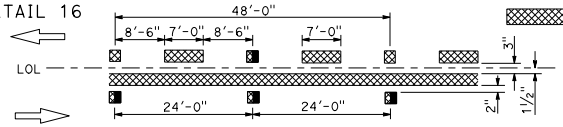
~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

DETAIL 15



DETAIL 16



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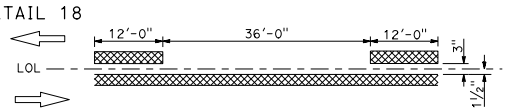
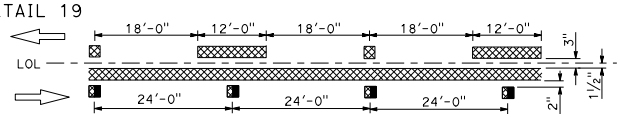
DETAIL 18



DETAIL 19

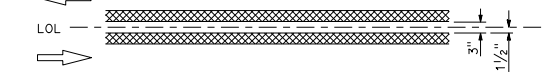


~~DETAIL 20~~ DETAIL 20 DELETED

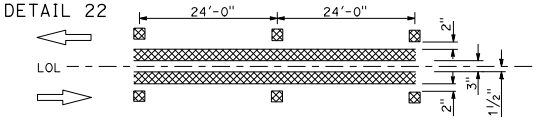
NOTE:
FOR FREEWAY APPLICATION ONLY

NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

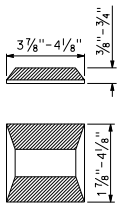
LEGEND

MARKERS

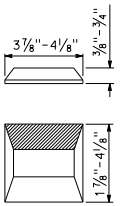
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D



TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20A

2018 STANDARD PLAN A20A

1-26-18

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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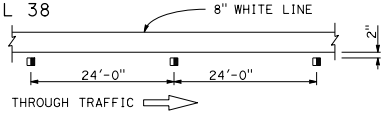
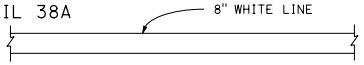
CHANNELIZING LINE

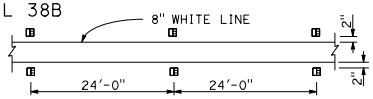
DETAIL 38



DETAIL 38A



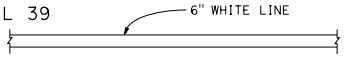
DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

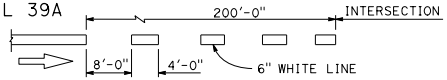
BIKE LANE LINE

DETAIL 39



INTERSECTION LINE
BIKE LANE

DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 40

~~DETAIL 40A~~ DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41

~~DETAIL 41A~~ DETAIL 41A DELETED

LEGEND

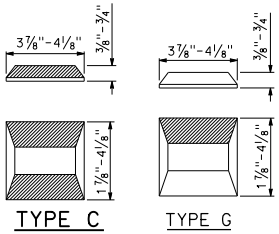
MARKERS

TYPE C RED-CLEAR RETROREFLECTIVE

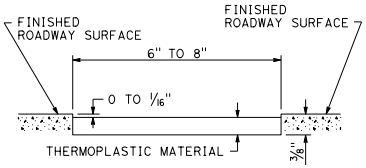
TYPE G ONE-WAY CLEAR RETROREFLECTIVE

6" YELLOW LINE

MARKER DETAILS



RETROREFLECTIVE FACE



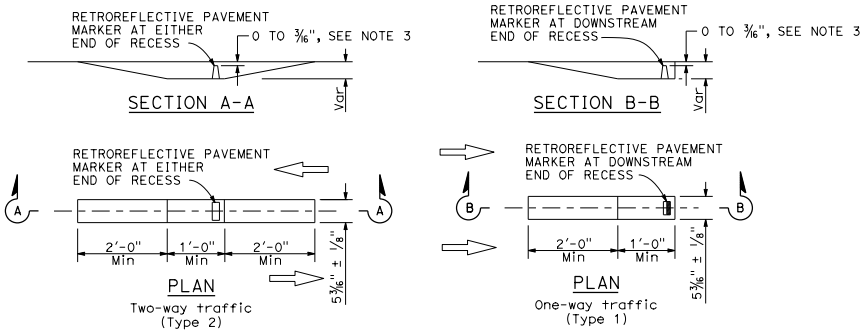
DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

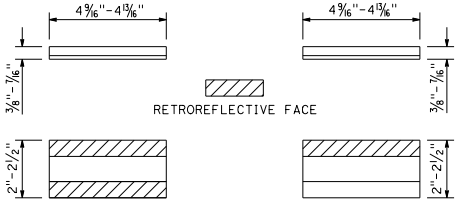
RECESSED THERMOPLASTIC NOTES

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.



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

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.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20D

2018 STANDARD PLAN A20D

1-26-18

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

Atifa Feroz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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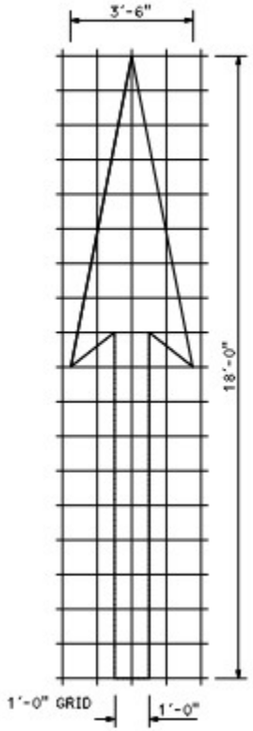
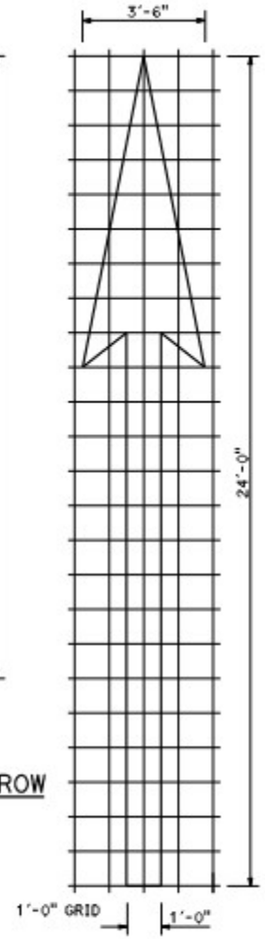


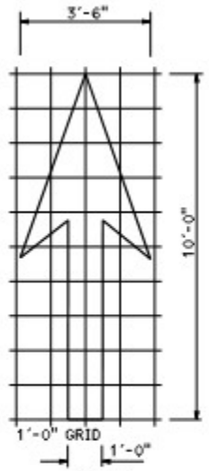
A=25 ft²

TYPE I 18'-0" ARROW



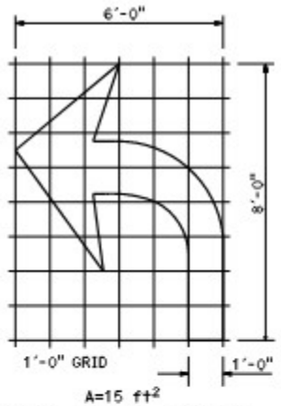
A=31 ft²

TYPE I 24'-0" ARROW



A=14 ft²

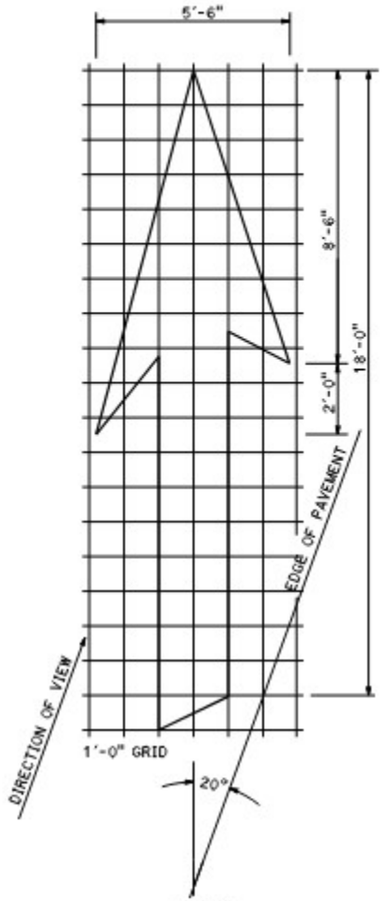
TYPE I 10'-0" ARROW



A=15 ft²

TYPE IV (L) ARROW

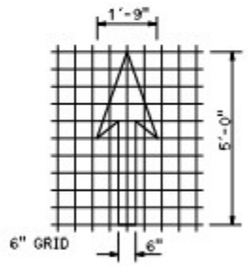
(For Type IV (R) arrow, use mirror image)



A=42 ft²

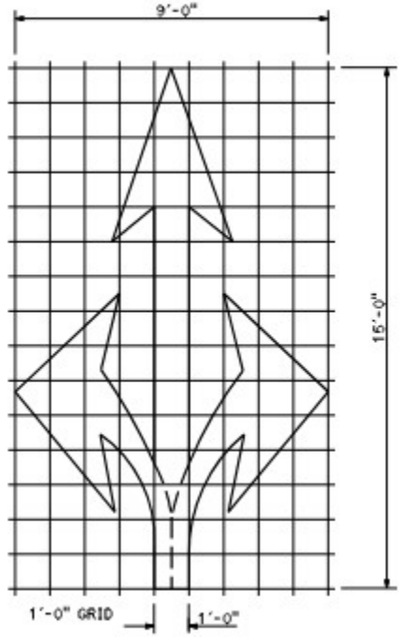
TYPE VI ARROW

Right lane drop arrow (For left lane, use mirror image)



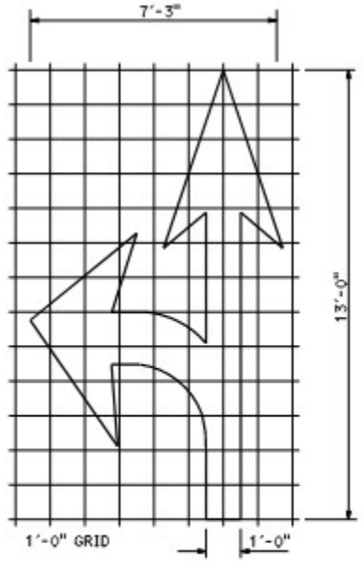
A=3.5 ft²

BIKE LANE ARROW



A=36 ft²

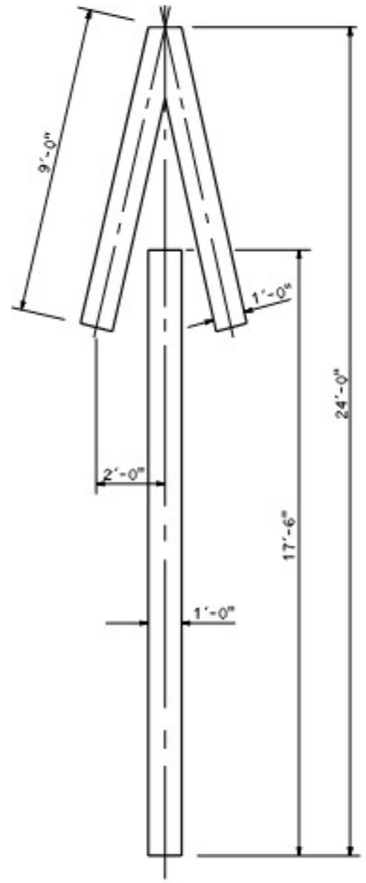
TYPE VIII ARROW



A=27 ft²

TYPE VII (L) ARROW

(For Type VII (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

A24A

2018 STANDARD PLAN A24A

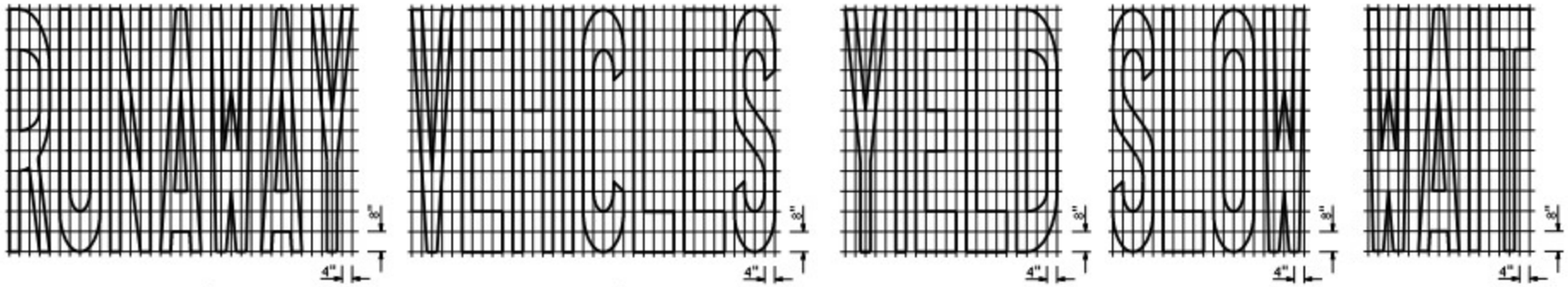
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

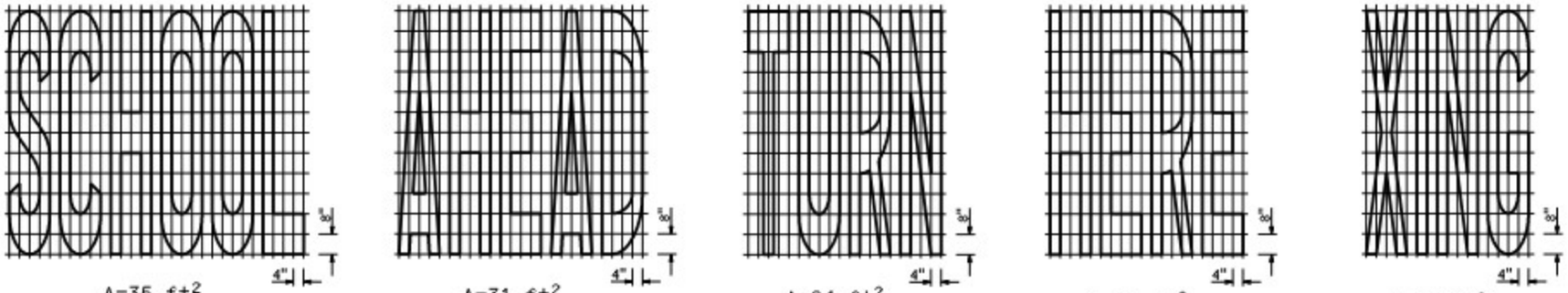
May 31, 2018
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

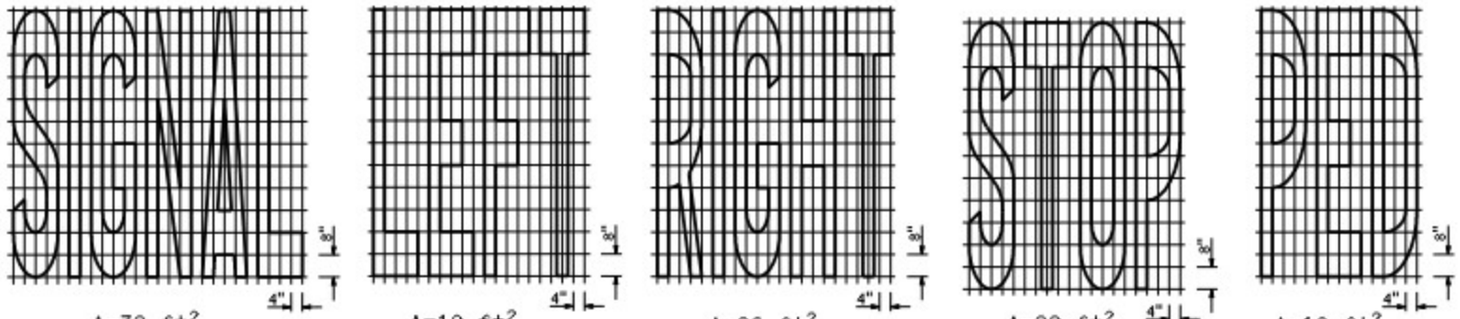
REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA



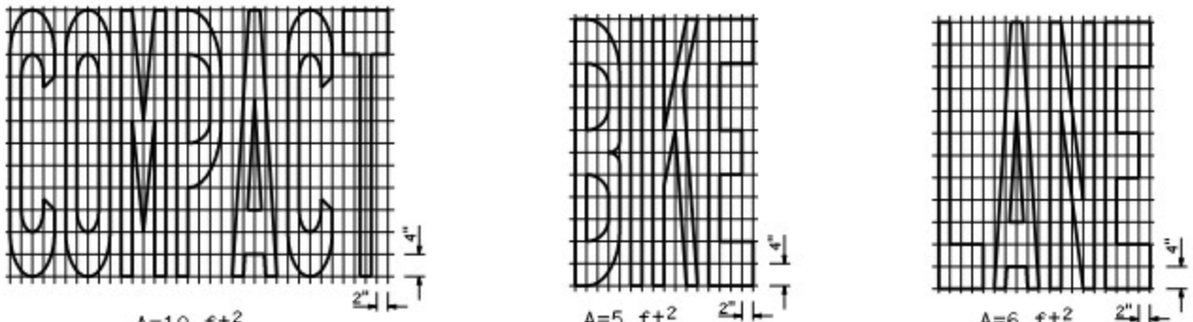
A=43 ft^2 A=42 ft^2 A=24 ft^2 A=23 ft^2 A=19 ft^2



A=35 ft^2 A=31 ft^2 A=24 ft^2 A=26 ft^2 A=21 ft^2



A=32 ft^2 A=19 ft^2 A=26 ft^2 A=22 ft^2 A=18 ft^2



A=10 ft^2 A=5 ft^2 A=6 ft^2

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	ft^2	ITEM	ft^2	ITEM	ft^2	ITEM	ft^2
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

2018 STANDARD PLAN A24D

1-26-18

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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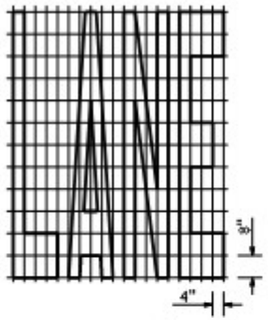
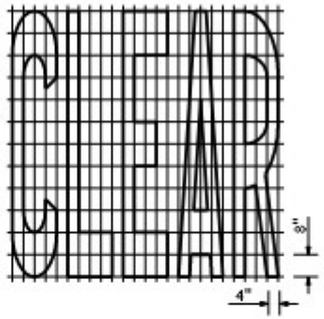
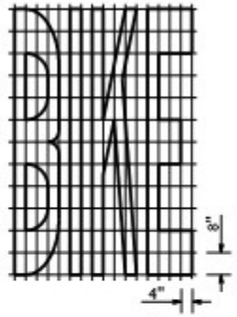


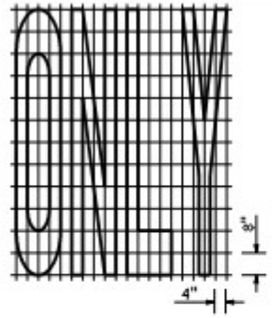
A=24 ft^2



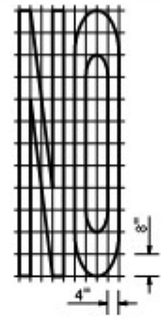
A=27 ft^2



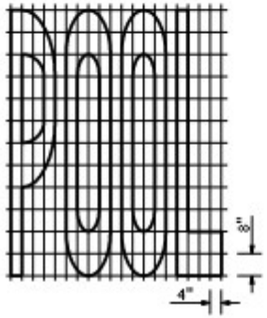
A=21 ft^2



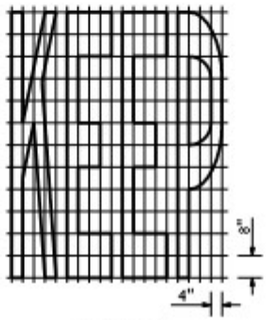
A=22 ft^2



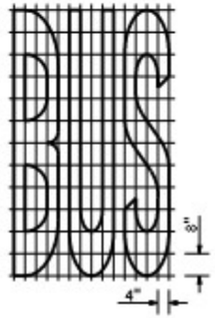
A=14 ft^2



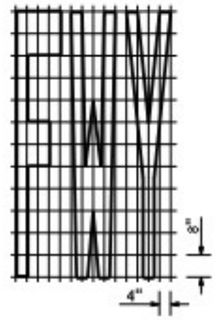
A=23 ft^2



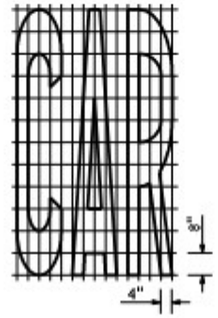
A=24 ft^2



A=20 ft^2



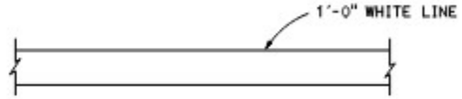
A=16 ft^2



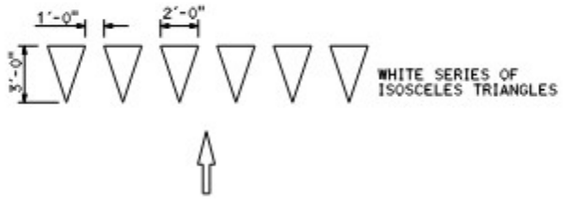
A=17 ft^2

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

A=2 ft^2
See Notes 6 and 7



LIMIT LINE (STOP LINE)



YIELD LINE

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.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES

NO SCALE

A24E

2018 STANDARD PLAN A24E

1-26-18

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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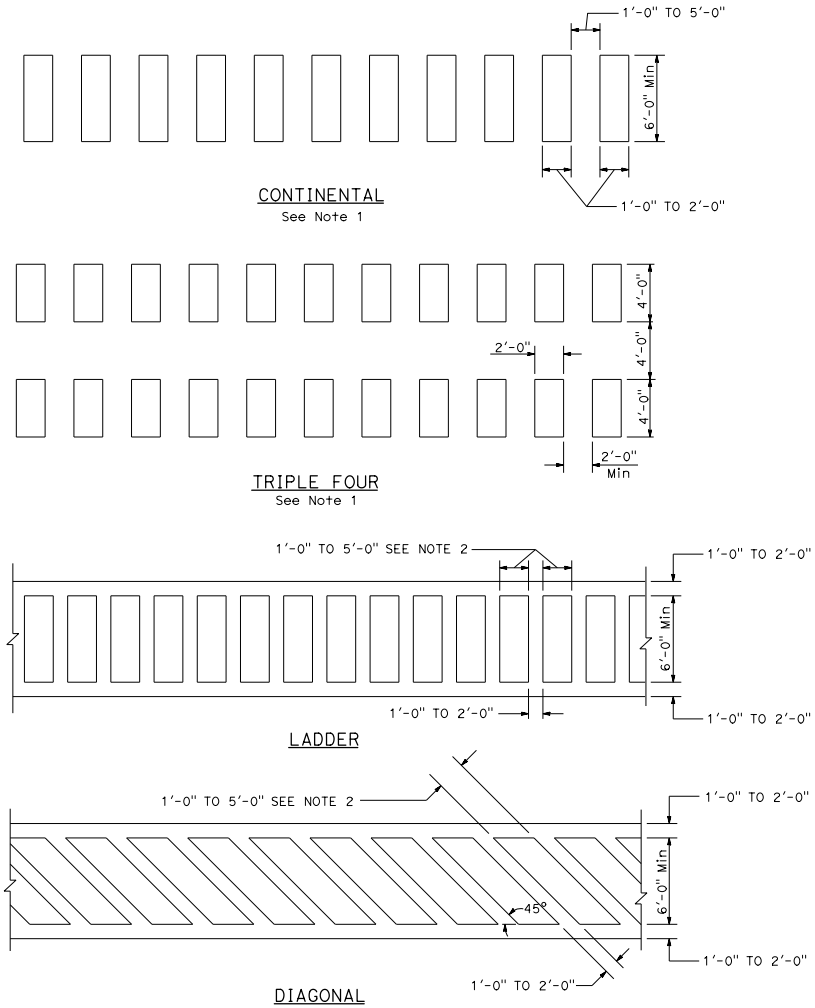
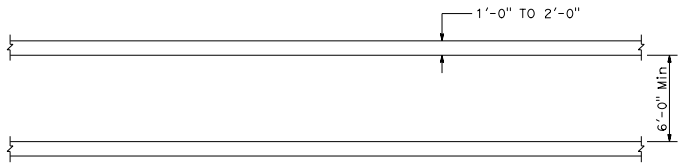


HIGHER VISIBILITY CROSSWALKS

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



BASIC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
CROSSWALKS

NO SCALE

A24F

2018 STANDARD PLAN A24F

1-26-18

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER Rebecca Lynn Mowry No. C54415 Exp. 12-31-19 CIVIL STATE OF CALIFORNIA

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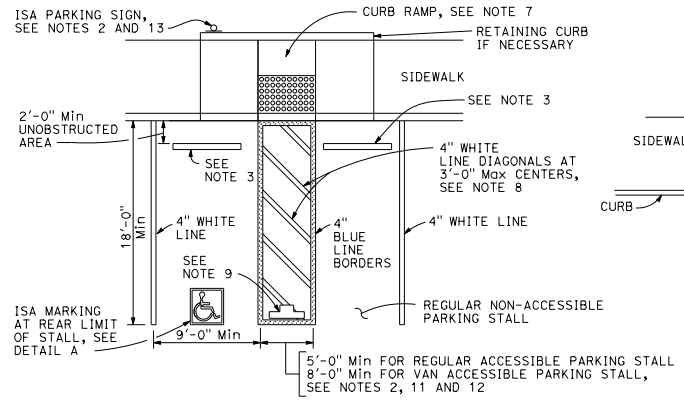
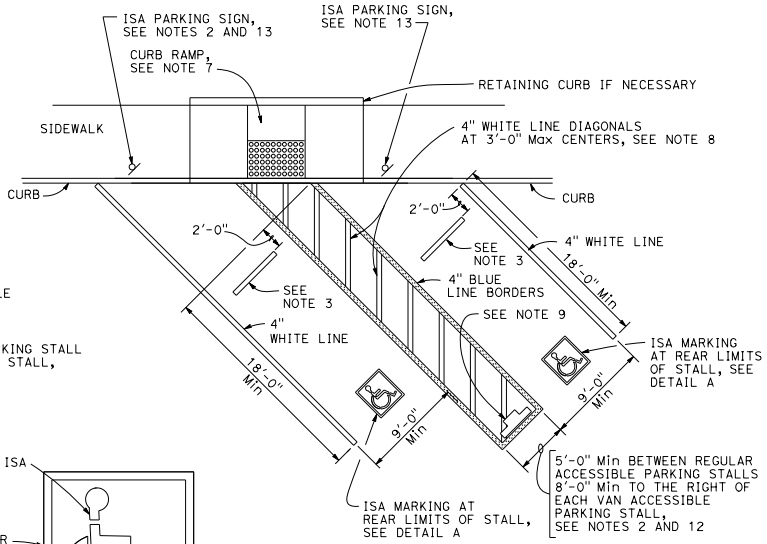
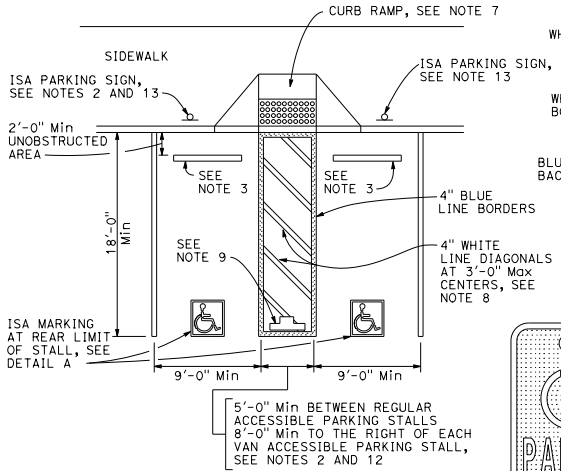


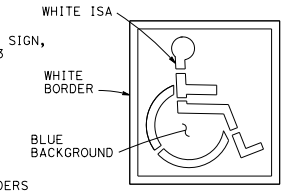
SINGLE PARKING STALL



DIAGONAL DOUBLE PARKING STALLS



DOUBLE PARKING STALL



ISA MARKING
See Standard Plan A24C

DETAIL A

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

SIGN R99 (CA)

PLAQUE R99B (CA)

SIGN R99 (CA) with PLAQUE R99B (CA)
See Note 6

SIGN R99C (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

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

A90A

2018 STANDARD PLAN A90A

1-29-18

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

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.

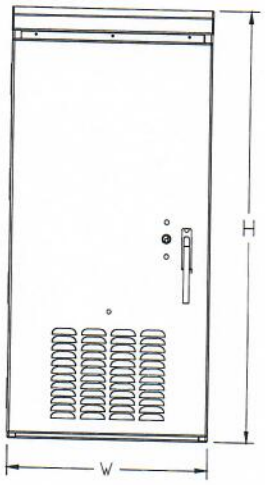
All McCain BBS Cabinets are ventilated through the use of louvered door vents, a pleated filter, and one thermostatically controlled fan. Secured via a 3-point latching system with industry standard locks, the cabinets are not only functional but secure.

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.

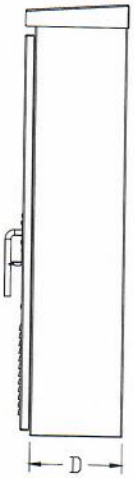
McCain®
A SWARCO Company

BBS Cabinet

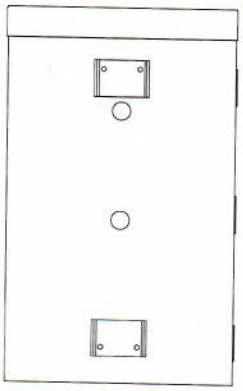
Front



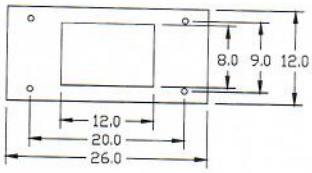
Side



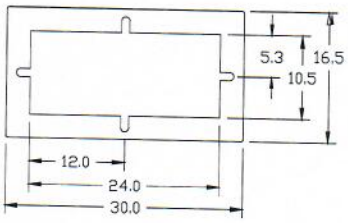
Back (pole mount version, typ)



Base 26" x 12"



Base 30" x 17"



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

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A SWARCO Company

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CITY OF GARDENA
CONSTRUCTION PLANS
VERMONT AVE STREET IMPROVEMENTS

FROM ARTESIA BLVD. TO GARDENA BLVD.
J.N. 959

GENERAL NOTES:

1. ALL CROSSWALKS, ARROWS, STOPBARS, AND LEGENDS SHALL BE THERMOPLASTIC MATERIAL.
2. RAISED PAVEMENT MARKERS SHALL BE CEMENTED TO THE PAVEMENT WITH HOT MELT BITUMINOUS ADHESIVE.
3. FURNISH AND INSTALL TEMPORARY MARKERS IMMEDIATELY AFTER PAVING, SPACED AT 25 ft MAXIMUM.
4. REMOVE ALL EXISTING PAVEMENT MARKINGS BY WET SANDBLASTING (CROSS WALKS, STOP LEGENDS, ETC.). EXISTING PAVEMENT MARKINGS AND STRIPINGS TO BE REMOVED ARE NOT SHOWN ON THE PLAN. FIELD VERIFY LOCATIONS.
5. REMOVE AND DISPOSE OF ALL EXISTING RAISED PAVEMENT MARKERS WITHIN THE PROJECT LIMITS. PAYMENT SHALL BE INCLUDED IN BID ITEM PRICE FOR FURNISH AND INSTALL PAVEMENT MARKERS.
6. PROTECT IN PLACE ALL UTILITY VALVE COVERS, UTILITY BOXES, TRAFFIC SIGNAL BOXES, ETC. PAYMENT SHALL BE INCLUDED IN ADJACENT CONSTRUCTION.
7. PROVIDE TRAFFIC CONTROL PER TECHNICAL PROVISIONS.
8. ALL STREETS ARE DRAWN WITH BREAK LINES FOR DRAWING PURPOSES. BIDS SHALL BE BASED ON STATIONING AND FIELD VERIFICATION.
9. 24 HOUR NOTICE FOR ALL INSPECTIONS REQUIRED.
10. CATCH BASINS NOT DRAWN FOR CLARITY.
11. CONTRACTORS SHALL REMOVE AND DISPOSE OF ALL TRASH AND BROKEN BRANCHES BEFORE AND AFTER PAVING.
12. PRIOR TO CUTTING OF ANY ROOTS, CALL PARKS DIVISION AT (310)217-9595 FOR APPROVAL.
13. PROTECT ALL STORM DRAINS, CATCH BASINS, ETC. WITH SAND BAGS, FABRIC AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES.
14. PROTECT IN PLACE ALL EXISTING CURB RAMPS UNLESS OTHERWISE NOTED.

CONSTRUCTION NOTES:

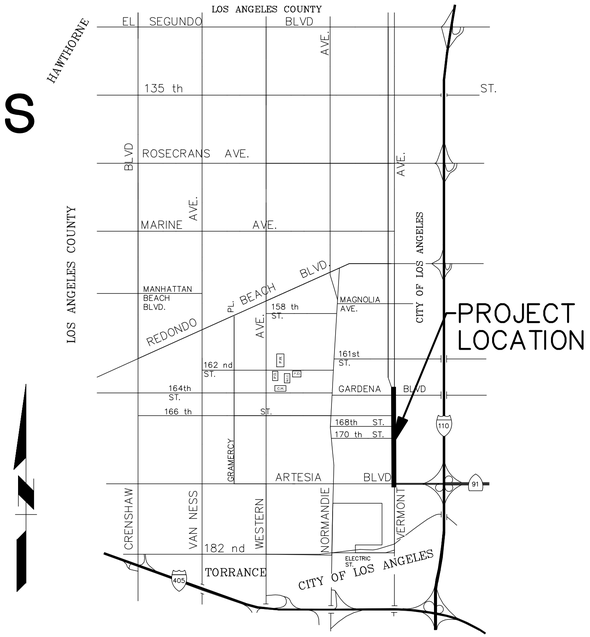
- (P) PROTECT IN PLACE, TYPE PER PLAN.
- (1) GRIND AND INLAY 2" RUBBERIZED AC PAVEMENT.
- (2) REMOVE AND REPLACE WITH 10" DEEP AC PAVEMENT.
- (3) REMOVE AND REPLACE CURB AND GUTTER PER CITY STD ST-7, TYPE C1. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
- (4) REMOVE AND REPLACE SIDEWALK PER CITY STD ST-5 A. EXACT LOCATION TO BE DETERMINED BY THE CITY AT THE TIME OF CONSTRUCTION.
- (5) REMOVE AND REPLACE ACCESS RAMP PER CALTRANS STD A88A CASE A.
- (6) REINSTATE ACTIVE TRAFFIC LOOPS PER CITY STD ST-24. CONTRACTOR TO COORDINATE WITH THE CITY.
- (7) REMOVE AND REPLACE DETECTABLE WARNING SURFACE PER CITY STD ST-18.
- (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).

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.
- [5] PAINT TYPE VI ARROW PER CALTRANS STD A24A.
- [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.

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



VICINITY MAP
N.T.S.

LEGEND:

- BFP BACK FLOW PREVENTOR
- VLT VAULT
- GM GAS METER
- SURVEY MONUMENT
- WM WATER METER
- WV WATER VALVE
- WV
- FIRE HYDRANT
- SL STREET LIGHT PULLBOX
- TS TRAFFIC SIGNAL PULLBOX
- T TELEPHONE PULLBOX
- E ELECTRICAL PULLBOX
- CURB DRAIN
- MW MONITORING WELL
- CB CATCH BASIN MANHOLE
- SD STORM DRAIN MANHOLE
- S SEWER MANHOLE
- T TELEPHONE VAULT
- E ELECTRICAL VAULT
- E ELECTRICAL CABINET AND PEDESTAL
- PP POWER POLE
- V VENT
- STREET SIGN
- WHEELCHAIR RAMP
- DWY DRIVEWAY
- TRAFFIC SIGNAL OVERHEAD
- TRAFFIC SIGNAL POLE
- STREET LIGHT

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

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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.

CITY OF GARDENA FREEWAY CITY INCORPORATED 1930

PREPARED BY:
Cannon
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606
P 949.753.8111 F 949.753.0775

REGISTERED PROFESSIONAL ENGINEER
MARCO CANITA
NO. 69244
EXP. 6/30/2024
CIVIL
STATE OF CALIFORNIA

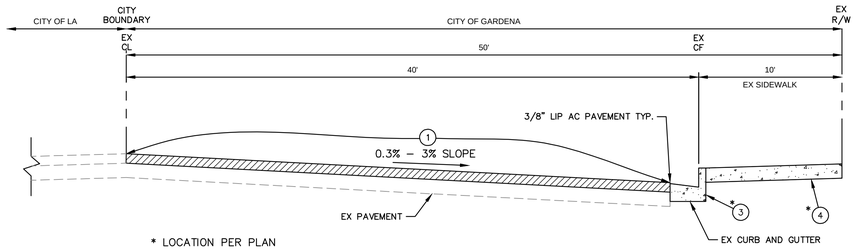
REVISIONS

NO.	DESCRIPTION	DATE	APPROVED

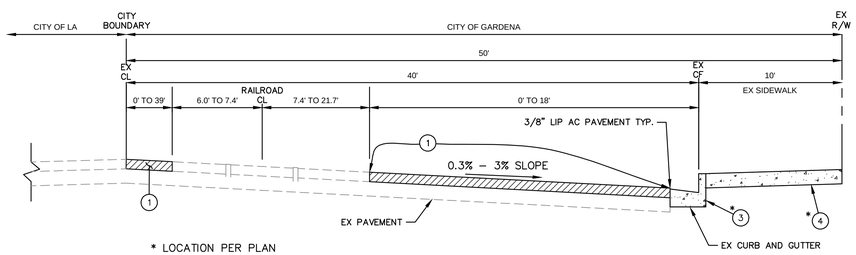
CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
VERMONT AVE IMPROVEMENTS, JN 959
TITLE SHEET

	INITAL	DATE
DESIGNED BY	AJS	3/15/23
DRAWN BY	SL	3/15/23
CHECKED BY	MC	3/15/23

APPROVED BY: Allan Rigg
DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
SHT. 1 OF 10 DWG. NO. 8-1066



VERMONT AVE
STA 5+12 TO ARTESIA BLVD
NTS



VERMONT AVE
164TH ST TO STA 5+12
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

PCC

COLD MILL AND 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:
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Irvine, CA 92606
P 949.753.8111 F 949.753.0775

REGISTERED PROFESSIONAL ENGINEER
MARCO CANTA
NO. 69244
EXP. 6/30/2024
CIVIL
STATE OF CALIFORNIA

REVISIONS

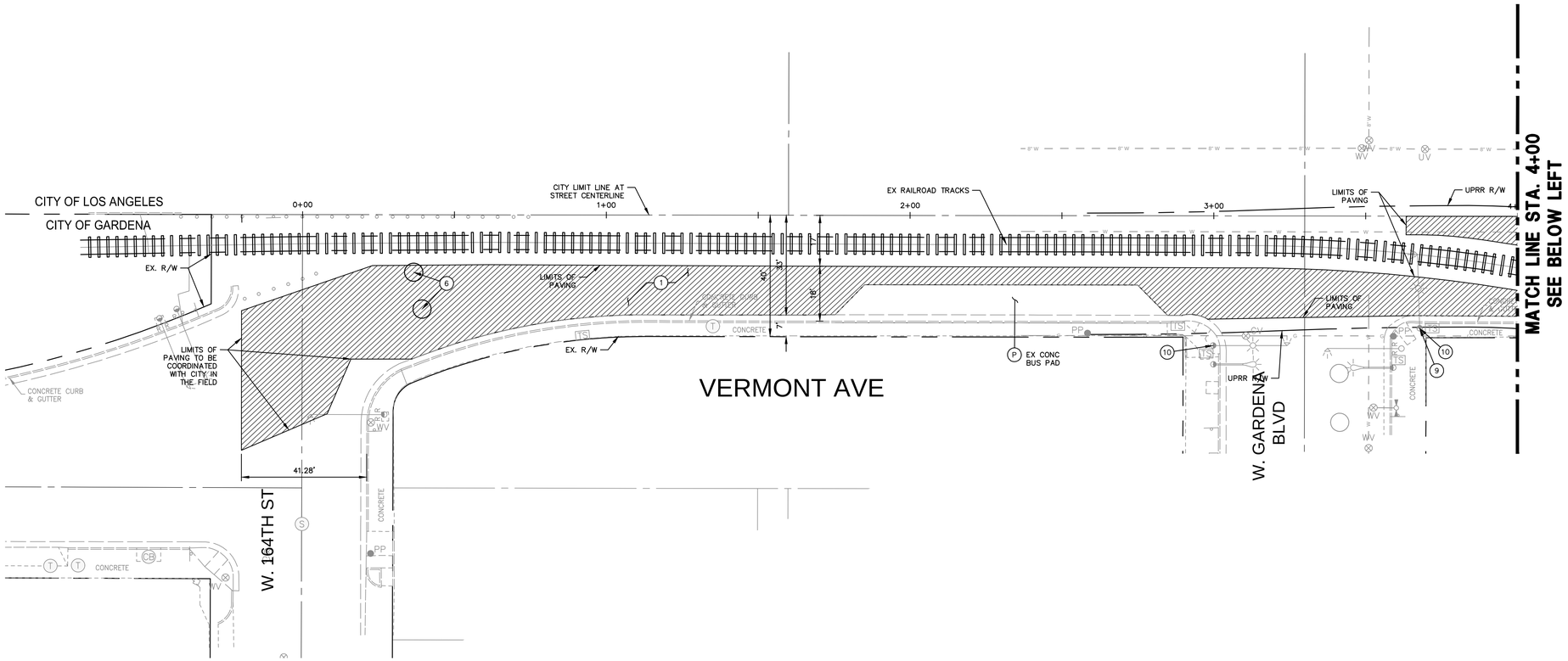
NO.	DESCRIPTION	DATE	APPROVED

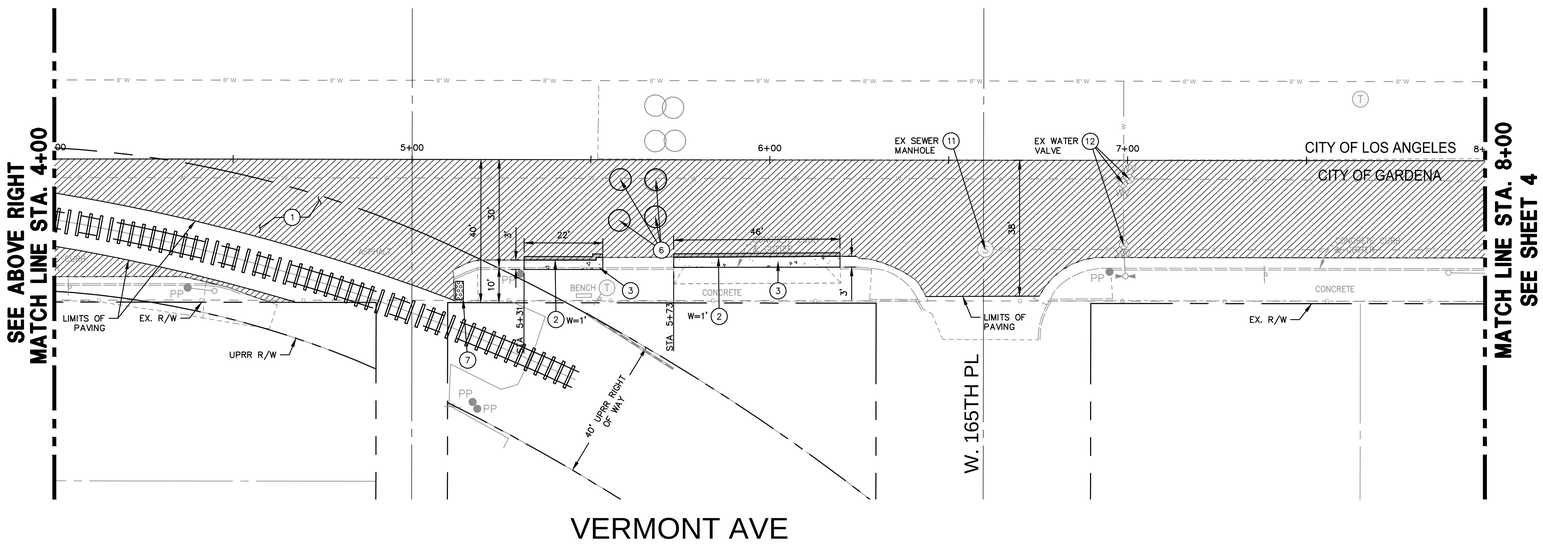
CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
VERMONT AVE IMPROVEMENTS, JN 959
TYPICAL SECTION

	INITAL	DATE
DESIGNED BY	AJS	3/15/23
DRAWN BY	SL	3/15/23
CHECKED BY	MC	3/15/23

APPROVED BY: Allan Rigg
DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

SHT. 2 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.
- (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

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

0 20 40
1 INCH = 20 FEET

PREPARED BY:
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Irvine, CA 92606
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REGISTERED PROFESSIONAL ENGINEER
MARCO CANTA
NO. 69244
EXP. 6/30/2024
CIVIL
STATE OF CALIFORNIA

REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING

VERMONT AVE IMPROVEMENTS, JN 959

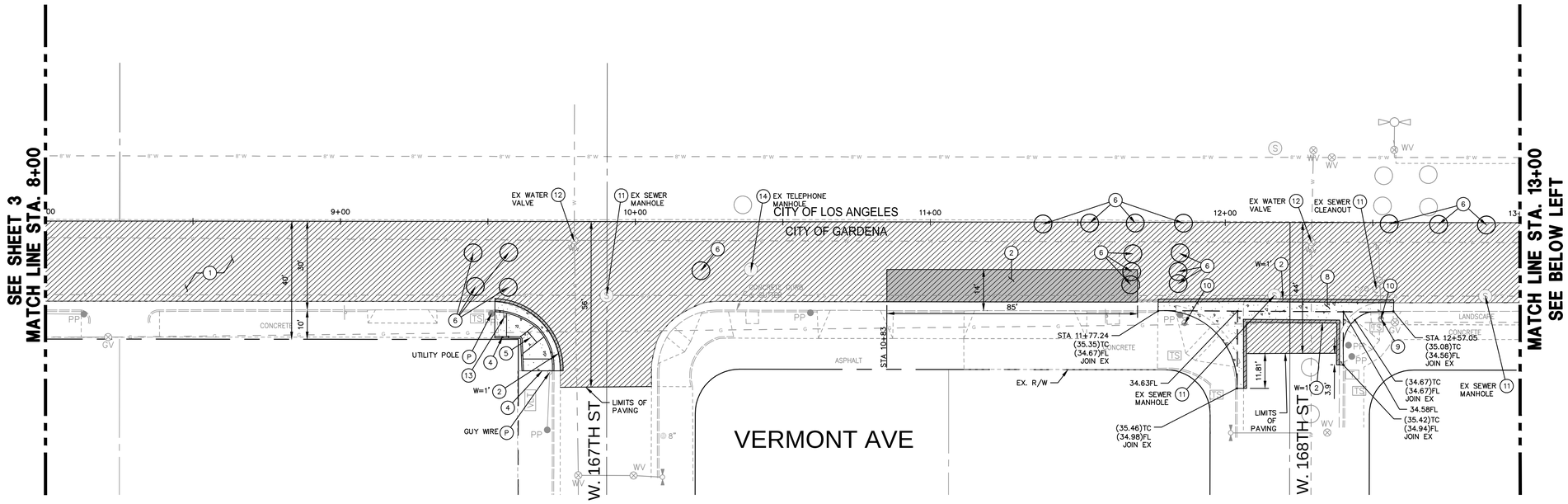
STREET IMPROVEMENTS

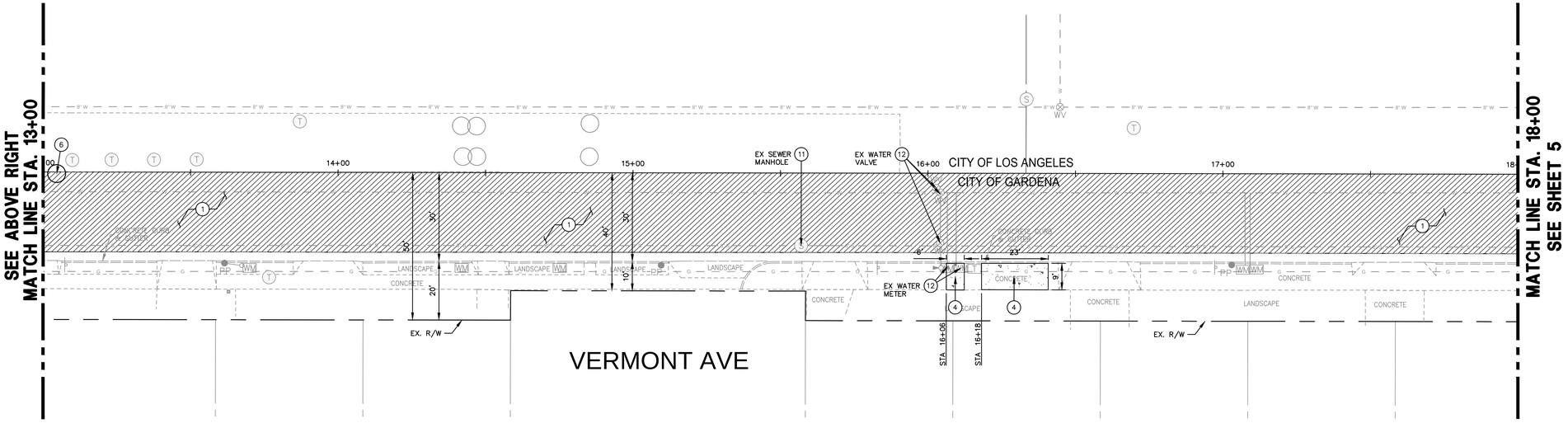
STA: 1+00 – 9+00

	INITAL	DATE
DESIGNED BY	AJS	3/15/23
DRAWN BY	SL	3/15/23
CHECKED BY	MC	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 A88A 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

- 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

0 20 40
1 INCH = 20 FEET

PREPARED BY:
Cannon
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606
P 949.753.8111 F 949.753.0775

REGISTERED PROFESSIONAL ENGINEER
MARCO CANTA
NO. 69244
EXP. 6/30/2024
CIVIL
STATE OF CALIFORNIA

REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING

VERMONT AVE IMPROVEMENTS, JN 959

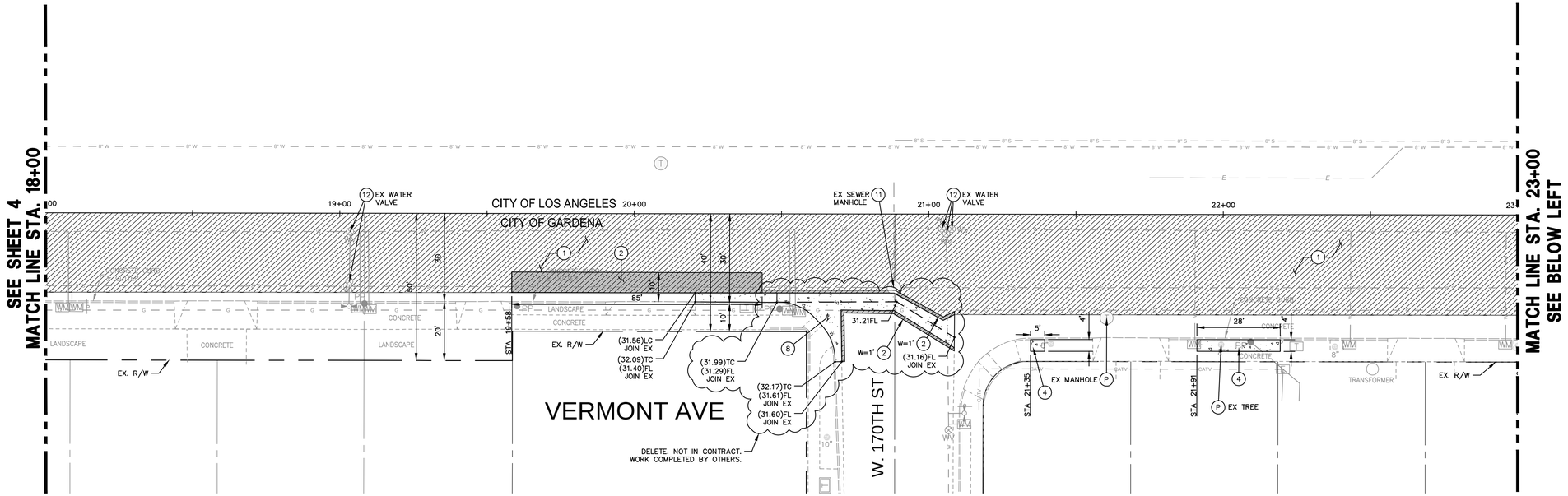
STREET IMPROVEMENTS

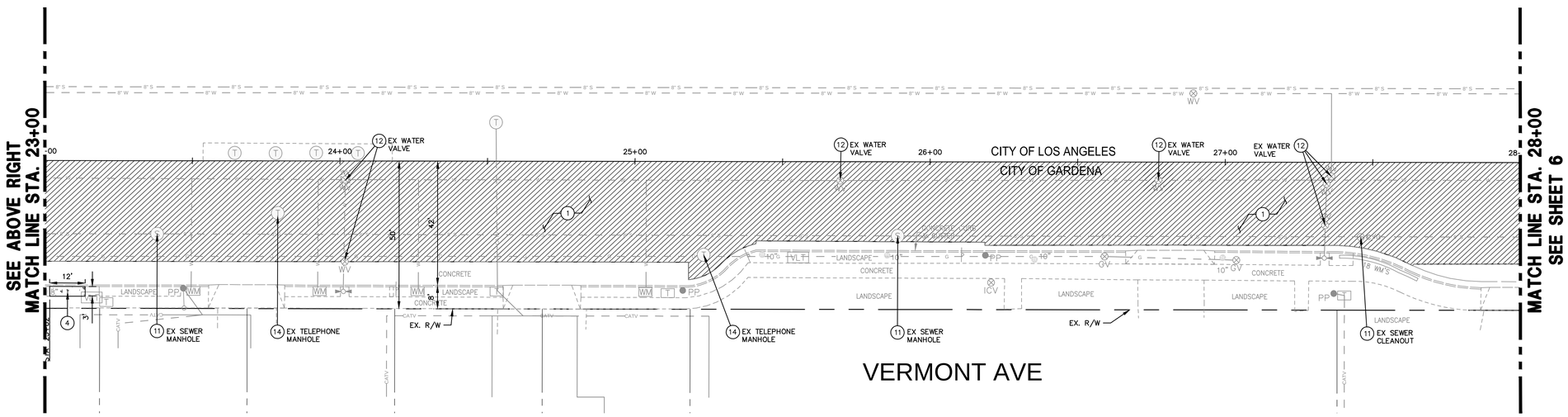
STA: 9+00 – 19+00

	INITAL	DATE
DESIGNED BY	AJS	3/15/23
DRAWN BY	SL	3/15/23
CHECKED BY	MC	3/15/23

APPROVED BY: Allan Rigg
DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

SHT. 4 OF 10 DWG. NO. 8-1066





CONSTRUCTION NOTES

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- (1) GRIND AND INLAY 2" RUBBERIZED AC PAVEMENT.
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- (8) INSTALL PCC SPANDREL PER CITY STD ST-3.
- (11) ADJUST UTILITY MANHOLE TO GRADE.
- (12) ADJUST UTILITY VALVE OR METER TO GRADE.
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LEGEND

- LIMITS OF PCC
- LIMITS OF AC PAVEMENT DIGOUT
- LIMITS OF COLD MILL & AC INLAY

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0 20 40
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NO. 69244
EXP. 6/30/2024
CIVIL
STATE OF CALIFORNIA

REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING

VERMONT AVE IMPROVEMENTS, JN 959

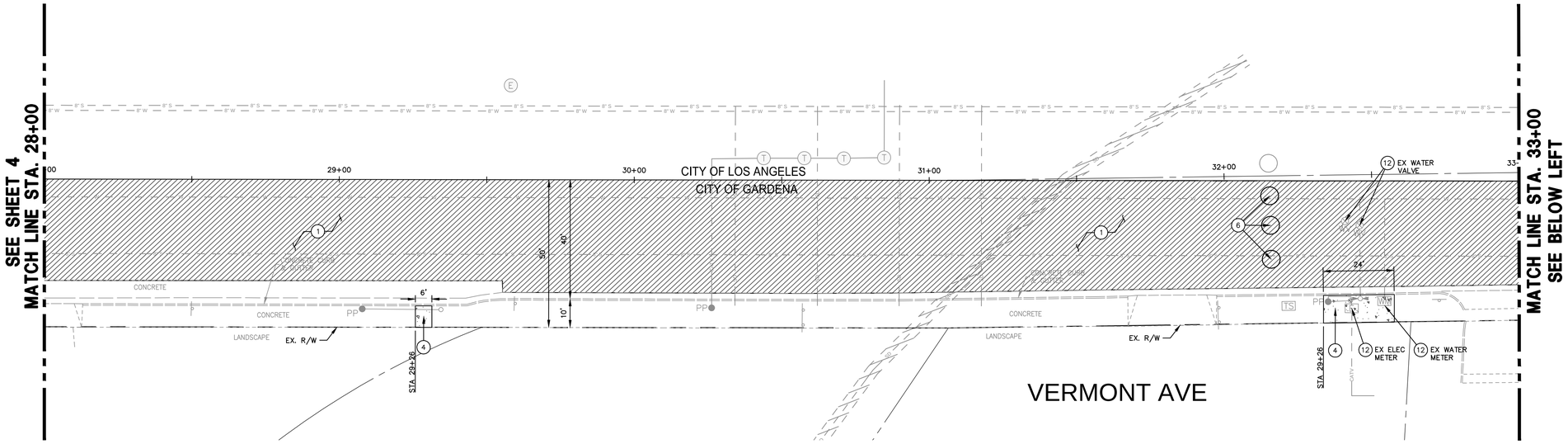
STREET IMPROVEMENTS

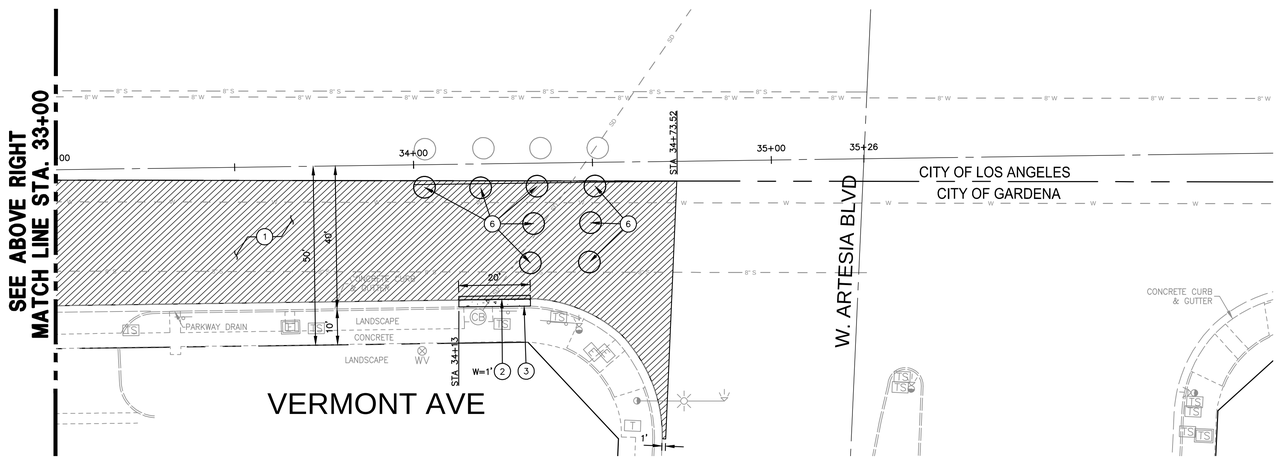
STA: 19+00 – 29+00

	INITAL	DATE
DESIGNED BY	AJS	3/15/23
DRAWN BY	SL	3/15/23
CHECKED BY	MC	3/15/23

APPROVED BY: Allan Rigg
DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

SHT. 5 OF 10 DWG. NO. 8-1066





CONSTRUCTION NOTES

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- (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

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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PREPARED BY:
Cannon
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606
P 949.753.8111 F 949.753.0775

REGISTERED PROFESSIONAL ENGINEER
MARCO CANTA
NO. 69244
EXP. 6/30/2024
CIVIL
STATE OF CALIFORNIA

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

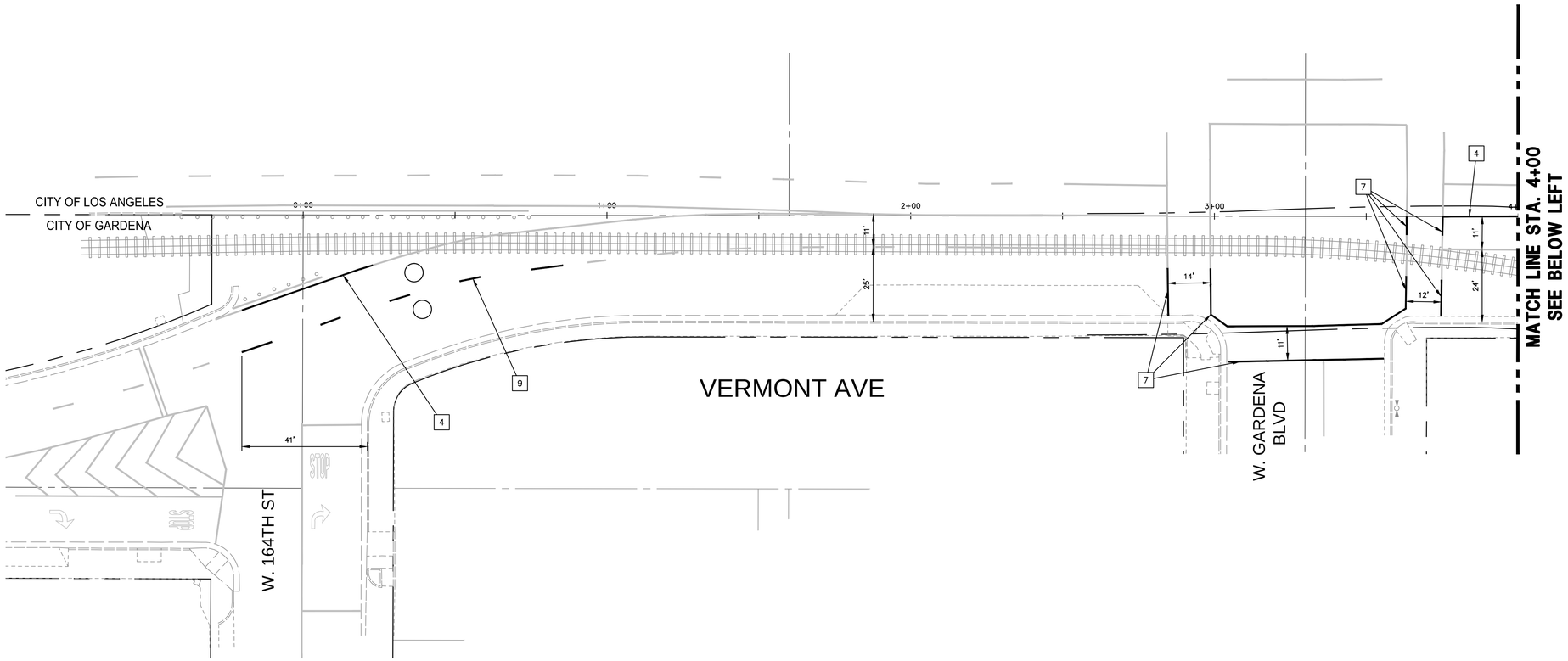
	INITAL	DATE
DESIGNED BY	AJS	3/15/23
DRAWN BY	SL	3/15/23
CHECKED BY	MC	3/15/23

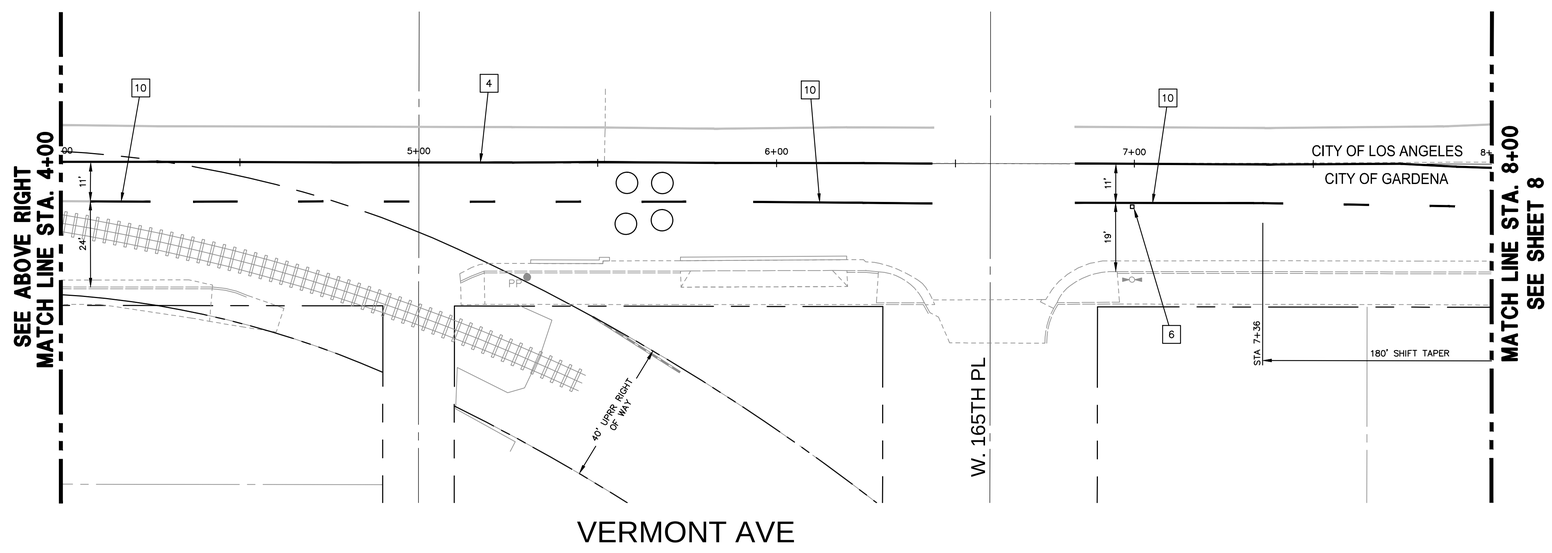
APPROVED BY: Allan Rigg
DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

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').





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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

	INITAL	DATE
DESIGNED BY	AJS	3/15/23
DRAWN BY	SL	3/15/23
CHECKED BY	MC	3/15/23

APPROVED BY: Allan Rigg
DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
SHT. 7 OF 10 DWG. NO. 8-1066

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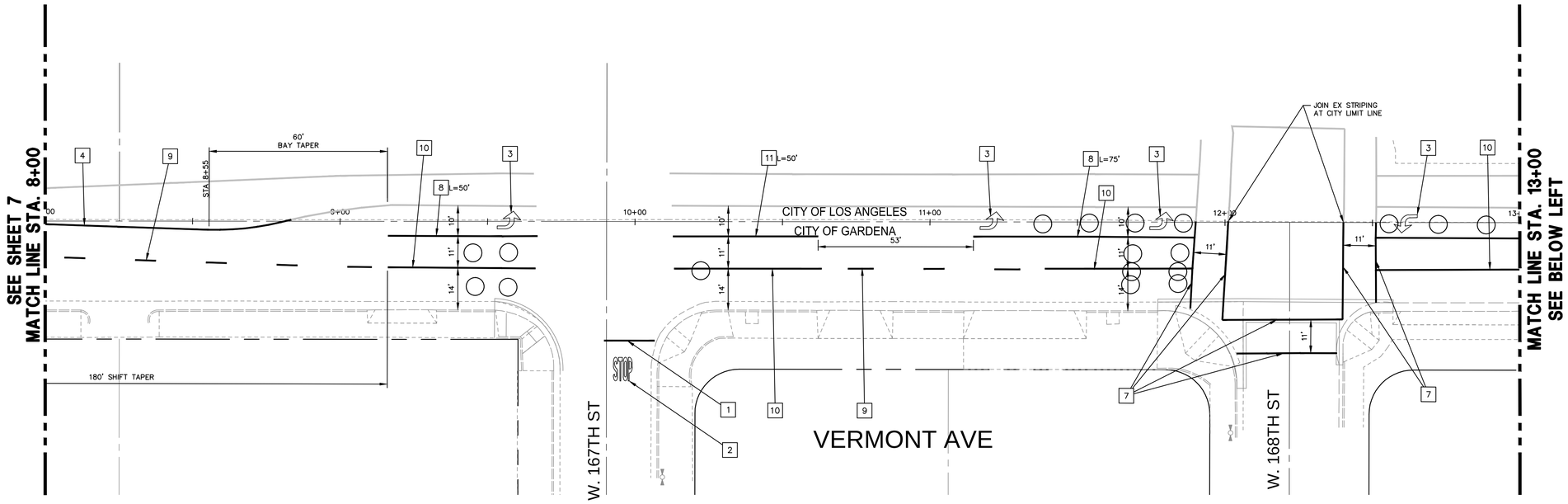

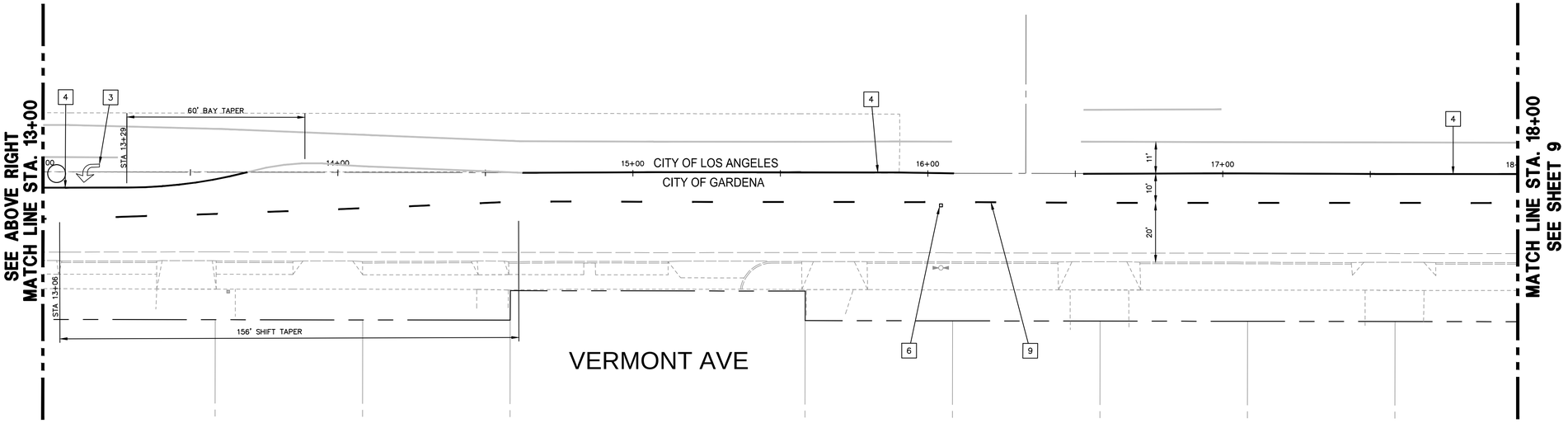

STRIPING NOTES

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.

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CIVIL
STATE OF CALIFORNIA

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NO.	DESCRIPTION	DATE	APPROVED

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING

VERMONT AVE IMPROVEMENTS, JN 959

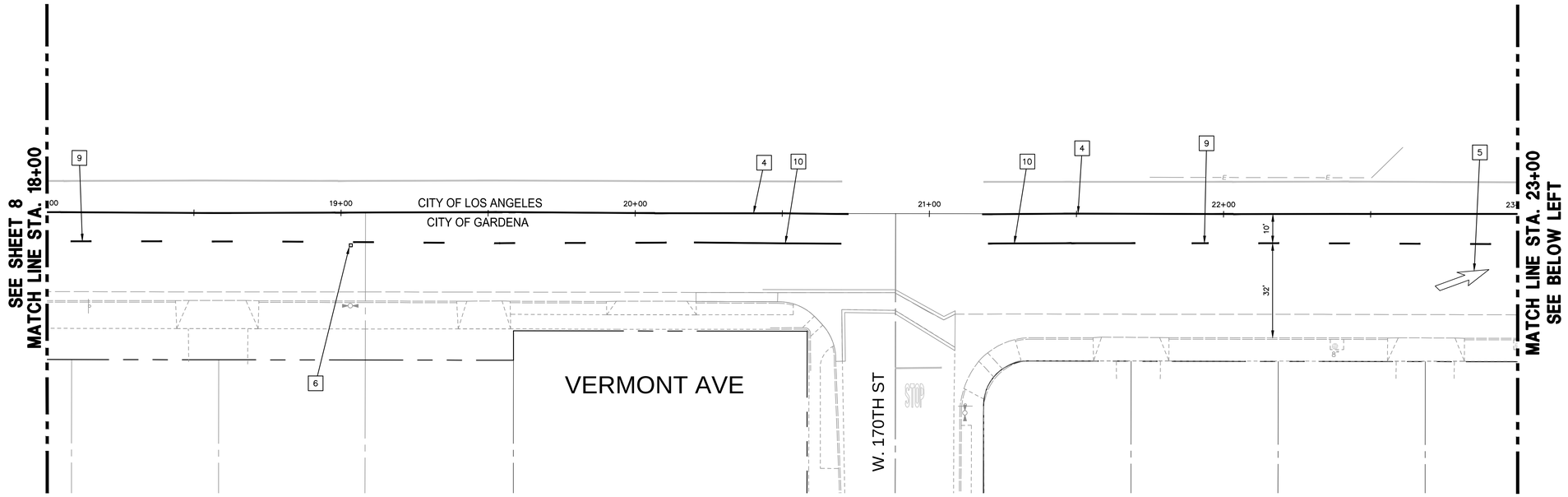
SIGNING AND STRIPING PLAN

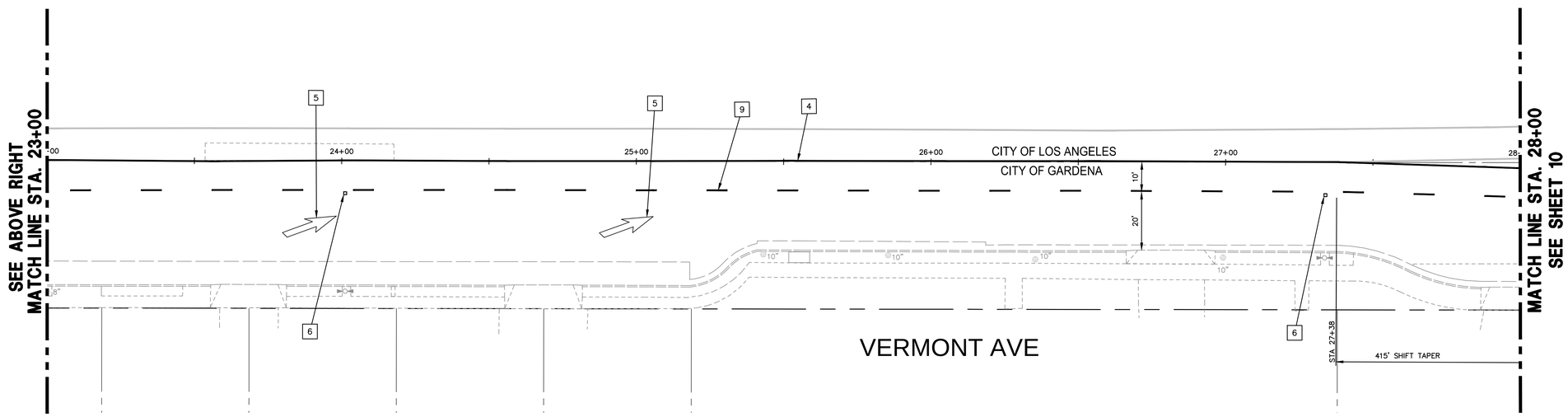
STA: 9+00 – 19+00

	INITAL	DATE
DESIGNED BY	AJS	3/15/23
DRAWN BY	SL	3/15/23
CHECKED BY	MC	3/15/23

APPROVED BY: Allan Rigg
DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

SHT. 8 OF 10 DWG. NO. 8-1066





STRIPING NOTES

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5 PAINT TYPE VI ARROW PER CALTRANS STD A24A.

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STATE OF CALIFORNIA

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CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING

VERMONT AVE IMPROVEMENTS, JN 959

SIGNING AND STRIPING PLAN

STA: 19+00 – 29+00

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DRAWN BY	SL	3/15/23
CHECKED BY	MC	3/15/23

APPROVED BY: Allan Rigg
DATE 3/15/2023 DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

SHT. 9 OF 10 DWG. NO. 8-1066

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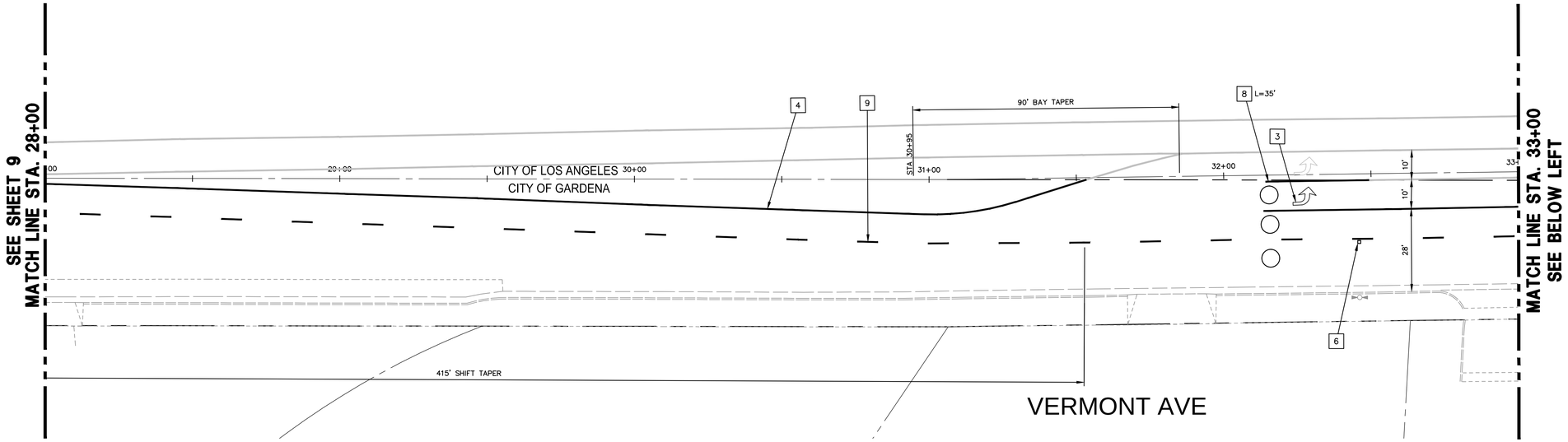

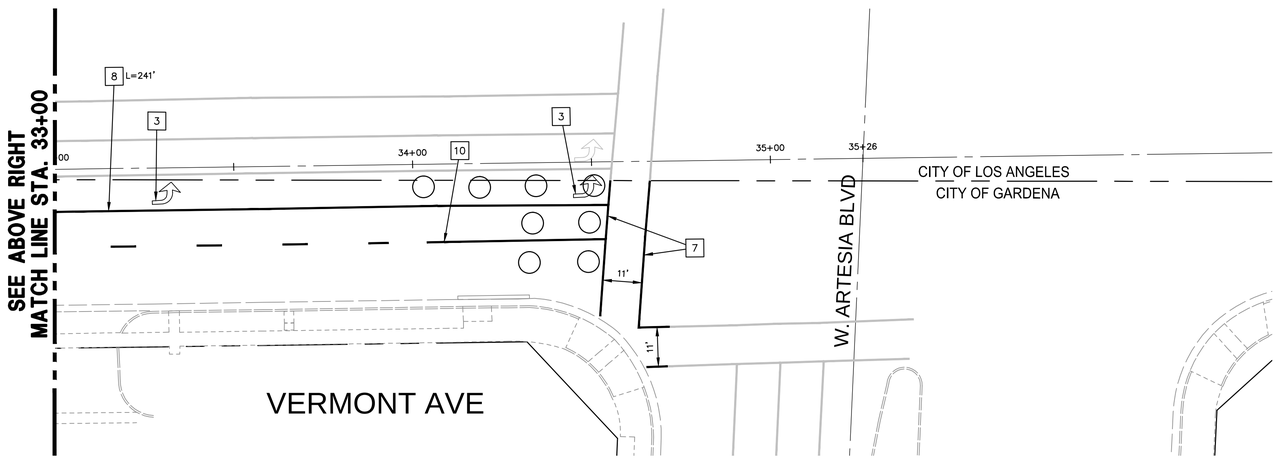

STRIPING NOTES

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DEPARTMENT OF PUBLIC WORKS - ENGINEERING

VERMONT AVE IMPROVEMENTS, JN 959

SIGNING AND STRIPING PLAN

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APPROVED BY: Allan Rigg
DATE 3/15/2023 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])
x Categorical Exemption: Section 15301 Class 1, Existing Facilities
☐Other: Guidelines Sec. 15061):

Reason why project is exempt: This project consists of minor alteration of existing public facilities and involves negligible or no expansion of use beyond that previously existing.

Contact person: 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:

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])

TASHA CERDA, Mayor / PAULETTE C. FRANCIS, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / RODNEY G. TANAKA, Councilmember / WANDA LOVE, Councilmember
MINA SEMENZA, City Clerk / GUY MATO, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney

SA 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.**

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,

Shahnawaz Ahmad, P.E., President
626.821.3456
sahmad@saassociates.net

TABLE OF CONTENTS

COVER LETTER

SECTION I: PROJECT UNDERSTANDING AND SCOPE OF WORK

SECTION II: PROJECT TEAM

SECTION III: FEE PROPOSAL

SECTION I: PROJECT UNDERSTANDING AND SCOPE OF WORK

PROJECT UNDERSTANDING

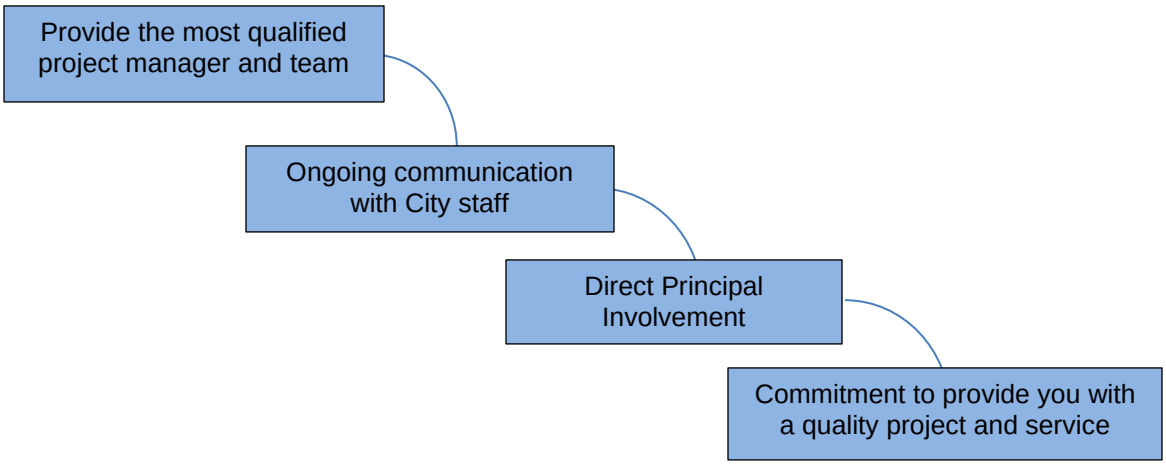
The City is seeking an engineering consultant to provide construction management and inspection service for the street improvement project along Vermont Avenue from Artesia Boulevard to Gardena Boulevard. The project consists of localized pavement milling, base course paving, cold milling various thicknesses, 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 planed 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.

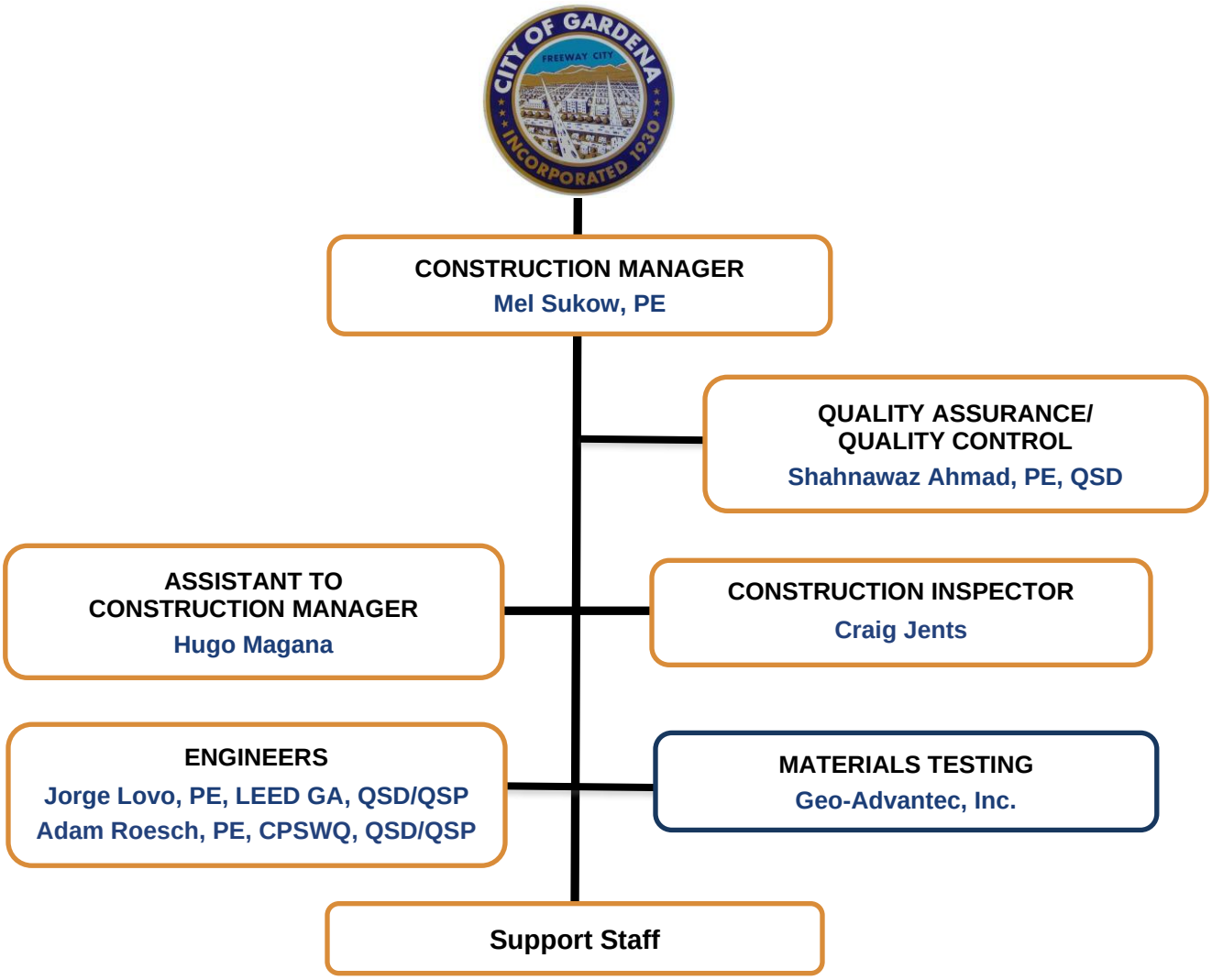
According to the Contract Documents, all work shall be completed within **60 Working Days** from the date the Notice of Proceed is issued by the City.

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-Almansor 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 LAWNDALE

- 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.

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

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 LAWNDALE

. 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

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

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 signalizing a new intersection.

CITY OF GLENDORA

. Lone Hill Avenue Street Improvements – Inspection services for street improvements.

CITY OF LAWNDALE

. 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

EDUCATION:
Courses and Seminars related to Public Works

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 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 Beac
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.

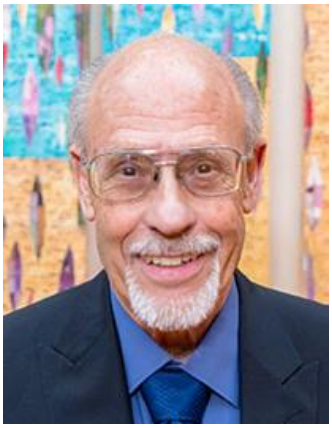
CITY OF NORWALK

. 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.

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

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 LAWNDALE

. 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.

Geo-Advantec Inc.

Geotechnical Engineering. Earthquake Engineering. Engineering Geology

Geo-Advantec, Inc.
457 W. Allen Avenue, Suite 113
San Dimas, CA 91773
909.305.0500

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

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

'23 APR 18 PM 12:51
CITY CLERK'S OFC

#2

City of Gardena
City Clerk
1700 W. 162nd Street
Gardena, CA 90247-3778

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).

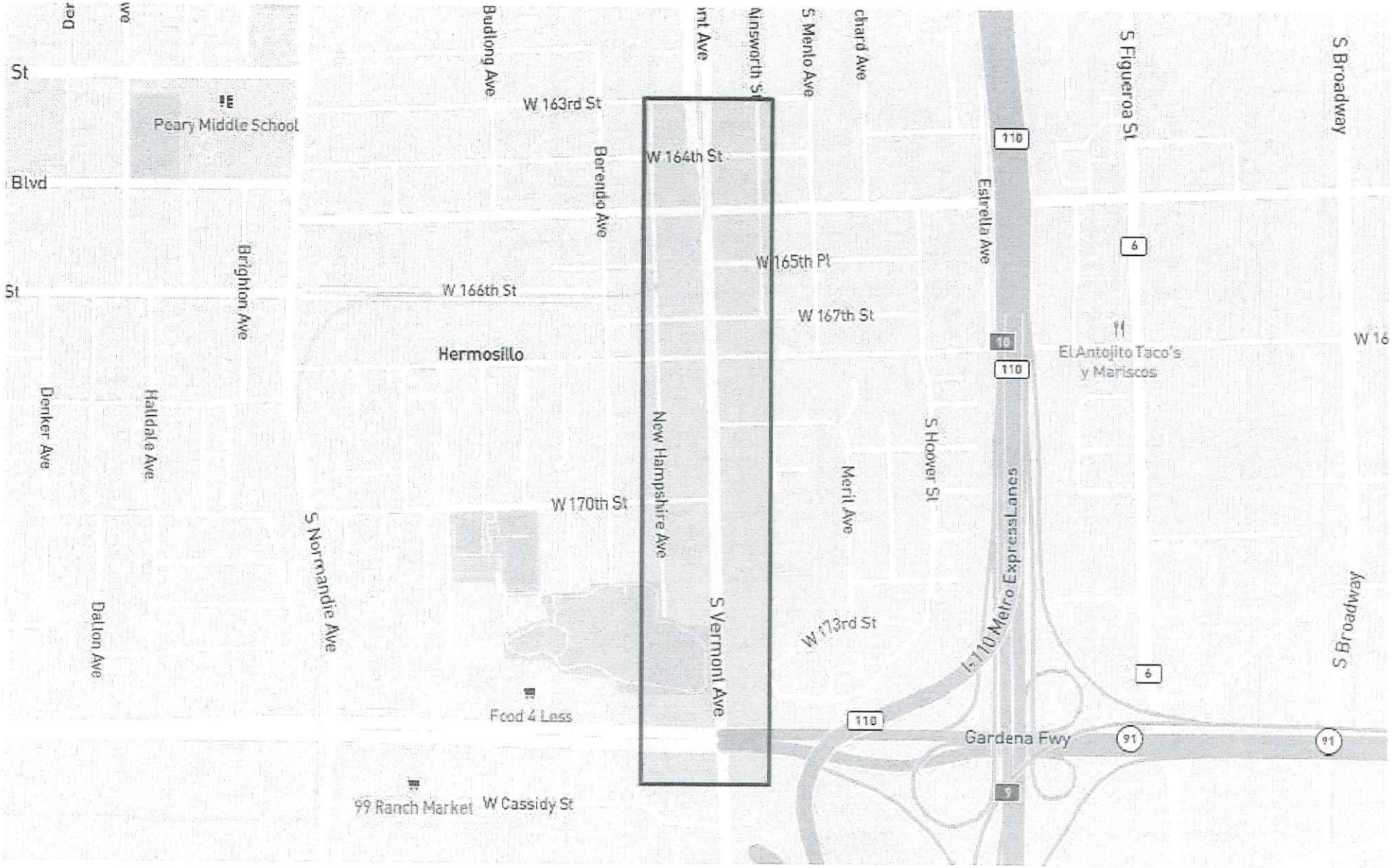
Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

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



1" = 1000 ft	Location Map	03/02/2023	

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

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From Artesia Blvd. to Gardena Blvd.

DESCRIPTION	PAGE	DESCRIPTION	PAGE

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

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 NINTY 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 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 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.

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(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.

CARLY BREDAL
Notary Public - California
Orange County
Commission # 2442539
My Comm. Expires Mar 28, 2027

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: _____

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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.

COREY R. KIRSCHNER -
CEO, PRES, VP, SEC, TREA

Bidder's Signature

04/17/2023

Date

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(~~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.

CARLY BREDAL
Notary Public - California
Orange County
Commission # 2442539
My Comm. Expires Mar 28, 2027

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: _____

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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,

ONYX PAVING COMPANY, INC.
Contractor's Business Name

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA
Contractor (Print) Title

2890 E. LA CRESTA AVE.
Business Address: Street

N. COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA
Signature Title

ANAHEIM, CA 92806
City State Zip

630360; A, C-12
Contractor's License No. and Classification

714-632-6699
Business Phone Number

~~33-094344~~ CK 714-632-1883
Business Fax Number

04/17/2023
Date

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA
Name Title

2890 E. LA CRESTA AVE.
Residence: Street

ANAHEIM, CA 92806
City State Zip

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**

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(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.

CARLY BREDAL
Notary Public - California
Orange County
Commission # 2442539
My Comm. Expires Mar 28, 2027

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: _____

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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

COREY R. KIRSCHNER being first duly sworn, deposes and says that he or she is CEO, PRES, VP, SEC, TREA of ONYX PAVING COMPANY, INC. the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

ONYX PAVING COMPANY, INC.
NAME OF BIDDER

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA
SIGNATURE OF BIDDER

2890 E. LA CRESTA AVE.
ADDRESS OF BIDDER

ANAHEIM, CA 92806
CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

TO BE SUBMITTED WITH PROPOSAL

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(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.

CARLY BREDAL
Notary Public - California
Orange County
Commission # 2442539
My Comm. Expires Mar 28, 2027

Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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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: _____

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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 *(place of execution)*, California 92806.

Signature: _____ Name: COREY R. KIRSCHNER

Title: CEO, PRES, VP, SEC, TREA Company: ONYX PAVING COMPANY, INC.

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(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.

CARLY BREDAL
Notary Public - California
Orange County
Commission # 2442539
My Comm. Expires Mar 28, 2027

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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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BID PROPOSAL

PROJECT NO. JN 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

BY: C.
Signature Corey R. Kirschner - CEO, Pres.

United Fire & Casualty Company (SEAL)
Surety

UNITED FIRE & CASUALTY COMPANY
CORPORATE SEAL
January 2, 1946
CEDAR RAPIDS IOWA

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(~~s~~) whose name(~~s~~) is/a~~re~~ subscribed to the within instrument and acknowledged to me that he/~~s~~he/th~~ey~~ executed the same in his/h~~er~~/th~~eir~~ authorized capacity(i~~es~~), and that by his/h~~er~~/th~~eir~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

ALBERT MELENDEZ
Notary Public - California
Orange County
Commission # 2391461
My Comm. Expires Jan 23, 2026

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 Richmann
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.

NOTARIAL SEAL IOWA	Judith A. Jones Iowa Notarial Seal **Commission number 173041** **My Commission Expires 4/23/2024**

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, 20 23.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

ufg INSURANCE

SURETY

United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

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

UNITED FIRE & CASUALTY COMPANY
CORPORATE
SEAL
CEDAR RAPIDS IOWA

By: Dennis J Richmann
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(~~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.

ASHLIE BLANCHARD
Notary Public - California
Orange County
Commission # 2442537
My Comm. Expires Mar 28, 2027

Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

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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: _____

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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, CB	1000064823
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	L5411	SURVEYOR	1000001533
8.97%	ELEC-NOR 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

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.

CARLY BREDAL
Notary Public - California
Orange County
Commission # 2442539
My Comm. Expires Mar 28, 2027

Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

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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: _____

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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**

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(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.

CARLY BREDAL
Notary Public - California
Orange County
Commission # 2442539
My Comm. Expires Mar 28, 2027

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

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☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
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Signer Is Representing: _____

Signer's Name: _____
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Signer Is Representing: _____

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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.

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.

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.

CARLY BREDAL
Notary Public - California
Orange County
Commission # 2442539
My Comm. Expires Mar 28, 2027

Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

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☐ Partner — ☐ Limited ☐ General
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☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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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

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 REHABIILITATION 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

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

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 IMPROVEMETNS

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, RANCH 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

REFERENCES

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
Fullmer Construction	**Centerpointe**	Moreno Valley	$3,187,914.00
1725 S. Grove Ave.	**Sycamore Bus. Park**	Riverside	$999,708.00
Ontario, CA 91761	**Hillwood Hofer Ranch**	Ontario	$603,600.00
Ph: 909-947-9467	**Interchange A-E**	San Bernardino	$1,288,615.00
Fax: 909-947-2970	**San Michelle Logistics**	Moreno Valley	$670,674.00
Contact: Casey Jones	**Terra Francesco**	Ontario	$524,216.00
KCS West, Inc.	**BP Refinery Maintenance Shop**	Carson	$896,357.00
901 Corporate Ctr, Dr, 3rd flr			
Monterey Park, CA 9174			
Ph: 323-269-0020			
Fx: 323-263-4576			
Contact: Matthew Vawter			
GMC Engineering, Inc.	**Edison**	Romoland	$1,623,480.00
1401 Warner Ave			
Tustin, CA 92780			
Ph: 760-744-133			
Fx: 714-247-1041			
Contact: Gennady			
Lusardi Construction	**FEDEX – Otay Mesa**	San Diego	$1,335,530.00
1570 Linda Vista Dr.	**Team Nissan**	Oxnard	$669,075.00
San Marcos, CA 92064	**Edge at Campus**	El Segundo	$541,385.00
Ph: 760-744-3133	**Carmax**	Oxnard	$606,443.00
Fax: 760-744-9064	**Seabridge**	Oxnard	$329,460.00
Contact Scott Staley			

Haagen Company, LLC 12302 Exposition Blvd Los Angeles, CA 90064 Ph: 310-820-1200 Fx: 310-820-1225 Contact: Chris Fahey	**Empire Polo Club**	Indio	$1,036,745.00
ARCO National Construction Co. 900 N. Rock Hill Rd St. Louis, MO 63119 Ph: 314-963-0715 Fx: 314-963-7114 Contact: Chris Wilson	**Scannell FEDEX**	Burbank	$1,125,958.00
Grant General Contractors 5051 Avenida Encinas Carlsbad, CA 92008 Ph: 760-438-7500 Fx: 760-438-3056 Contact: Pete Burrows	**Whittier Area Community Church**	Whittier	$625,920.00
	Crevier 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 Chizik	Katella Ave. St. Improv Various Projects	Los Alamitos	$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	Lido House Hotel	Newport Beach	$193,105.00

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT COREY@ONYXPAVING.NET

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, IRWINDALE, 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

ERICKSON-HALL CONST. CO. 500 CORPORATE DR., ESCONDIDO, CA 92069 (760) 796-7700 **Justin Sinnott**

RESUME

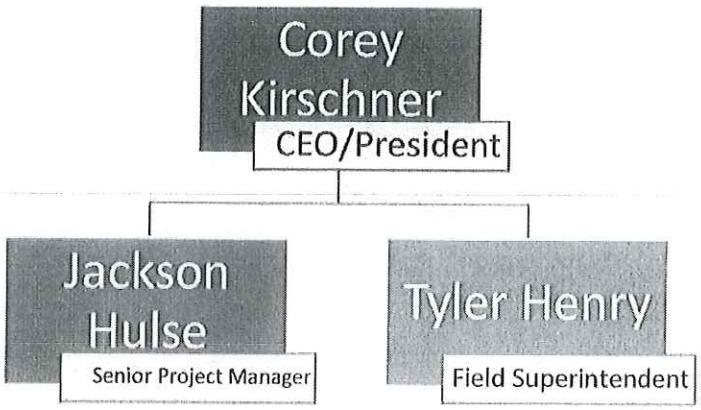
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed 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

AUDIT NO: 505533

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 630360 Entity CORP

Business Name ONYX PAVING COMPANY INC

Classification(s) 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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ONYXPAVING 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 ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited 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 LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC 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 Exemptions (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)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2800 EAST LA CRESTA AVE

Requester's name and address (optional)

6 City, state, and ZIP code
ANAHEIM, CA 92806

7 List account number(s) here (optional)

Part I 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.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 3 - 0 3 0 4 3 4 4

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 guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating 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 II, later.

Sign Here Signature of U.S. person ▶ ANY RAMPON 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 (canceled 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 & Bogert
16901 Red Hill Ave., Suite 100
Tustin CA 92780

License#: 0679242

CONTACT NAME: Michael Tran
PHONE (A/C, No, Ext): 714-824-8384 FAX (A/C, No): 714-573-1770
E-MAIL ADDRESS: mtran@wgbb.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: West American Ins Co	44393
INSURER B: Zurich American Insurance Co.	16535
INSURER C: AMERICAN ZURICH INS CO	40142
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Onyx Paving Company, Inc.
2890 E. La Cresta Avenue
Anaheim CA 92806-1816

ONYXP-1

COVERAGES CERTIFICATE NUMBER: 1612732609 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			EKV 36627044	03/01/2021	3/1/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP 105300602	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	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/A		WC 105300602	10/1/2020	10/1/2021	X PER STATUTE OTH-ER	
							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)
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 37 04 13
GL Additional Insured State-Permits 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

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim CA 92806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

State of California
Secretary of State

S

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

This Space for Filing Use Only

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659076

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.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

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.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
8. SECRETARY COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
9. CHIEF FINANCIAL OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			

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.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
11. NAME				
12. NAME				

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 1505 and Item 15 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 CITY STATE ZIP CODE
2890 E. LA CRESTA AVE., ANAHEIM, CA 92806

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.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
10/01/2018	AFSHIN HAKIM	ATTORNEY	

State of California
Secretary of State

S

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

This Space for Filing Use Only

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659076

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See Instructions.)

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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 1505 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

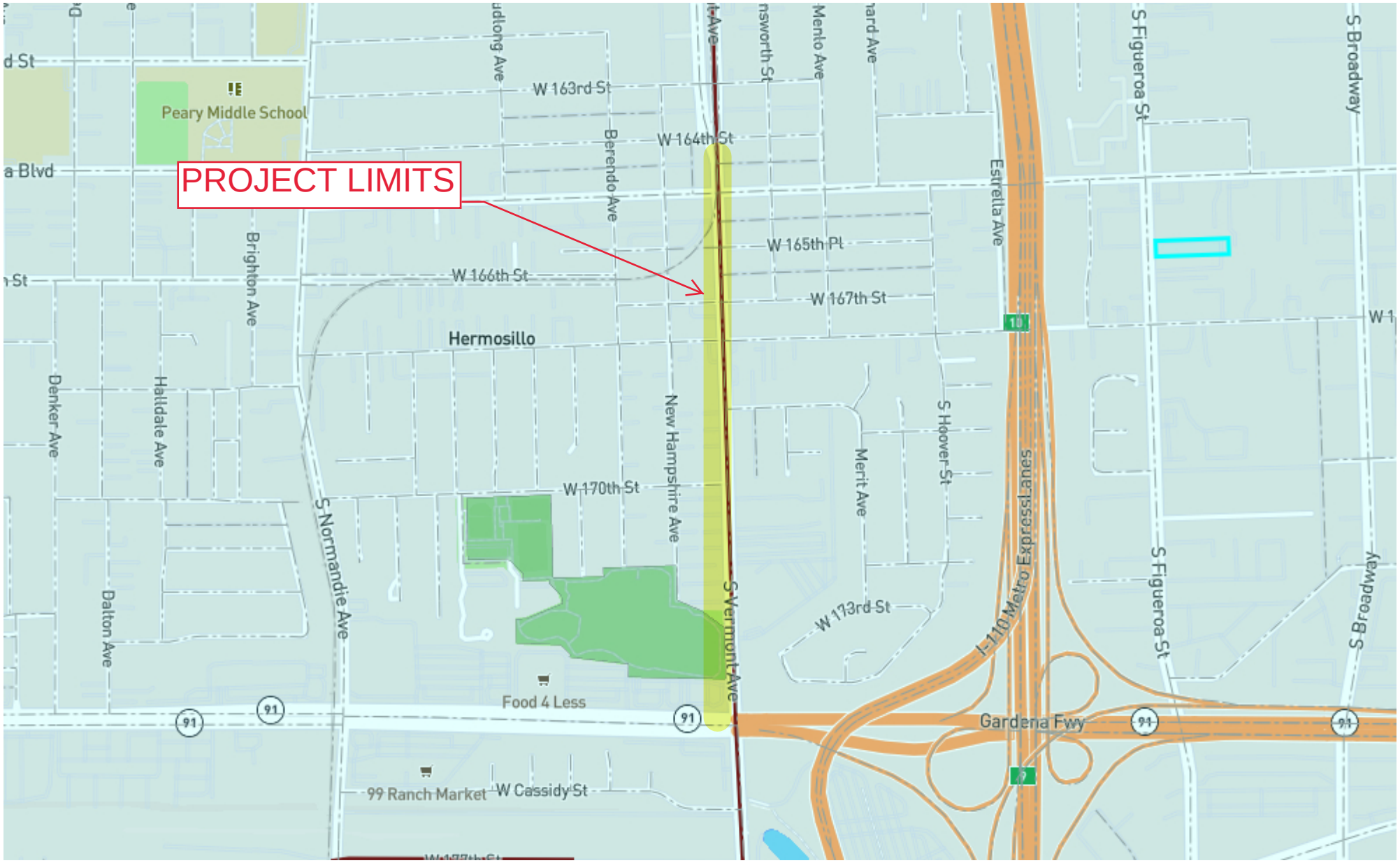
Type of Business

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.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
01/03/2020	ANA BARBRA RAYPON	OFFICE MANAGER/CONTROLLER	

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 acutual 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

Driving a Higher Standard

Traffic Signal & Streetlight Maintenance Leaders

Proposal for:

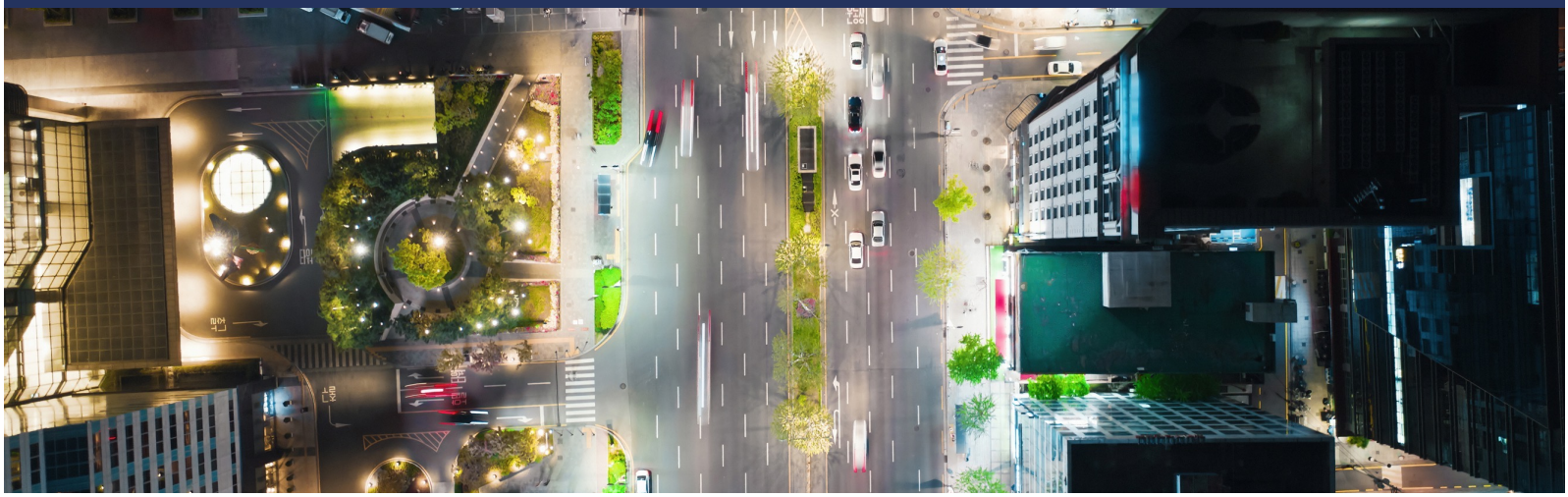
City of Gardena

Response for RFQ for Traffic Signal Emergency On-Call Services

Submitted by: Bear Electrical Solutions, Inc

March 23, 2023 | 4:00 PM

TABLE OF CONTENTS



3 Cover Letter / Executive Summary

4 Firm Background

6 Our Firm's Experience & Individuals

15 Team Organization

19 Project Understanding and Approach / Methodology

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 operations3
- 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. Kimberly 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.

1. **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.

2. **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.

3. **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.

4. **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

5. **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

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

982079 CORP

BEAR ELECTRICAL SOLUTIONS INC

C10 A C31 C61/D31

03/31/2023 www.cslb.ca.gov

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

OUR FIRM'S EXPERIENCE – *OUR CAPABILITIES*

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 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.

OUR FIRM'S EXPERIENCE – *OUR CAPABILITIES (CON'T)*

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.

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

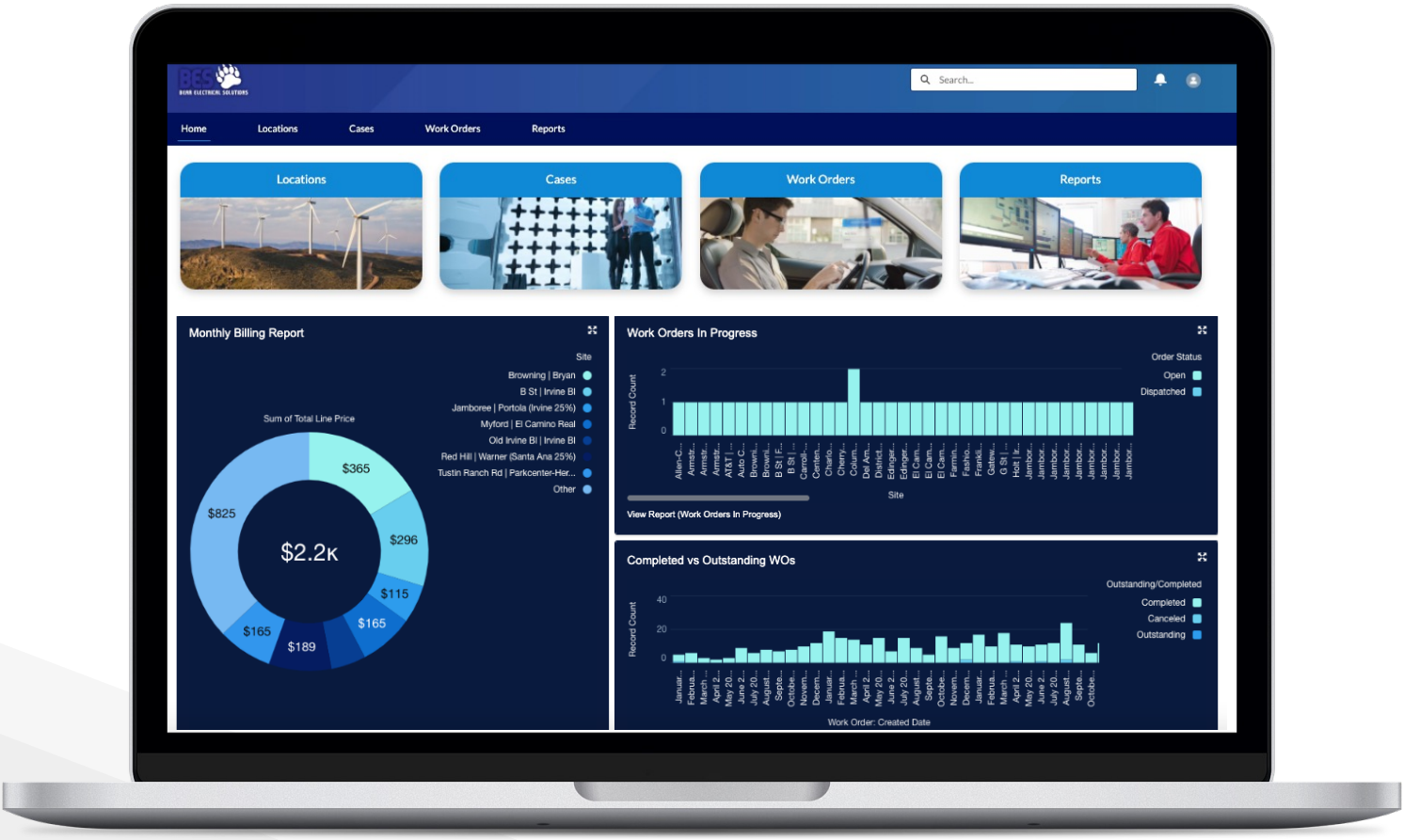
Utilizing technology and work order systems is fundamental to success. Built on the SALESFORCE platform, we call the maintenance record system that we have developed **STAR – Service Tracking and Records** system.

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.

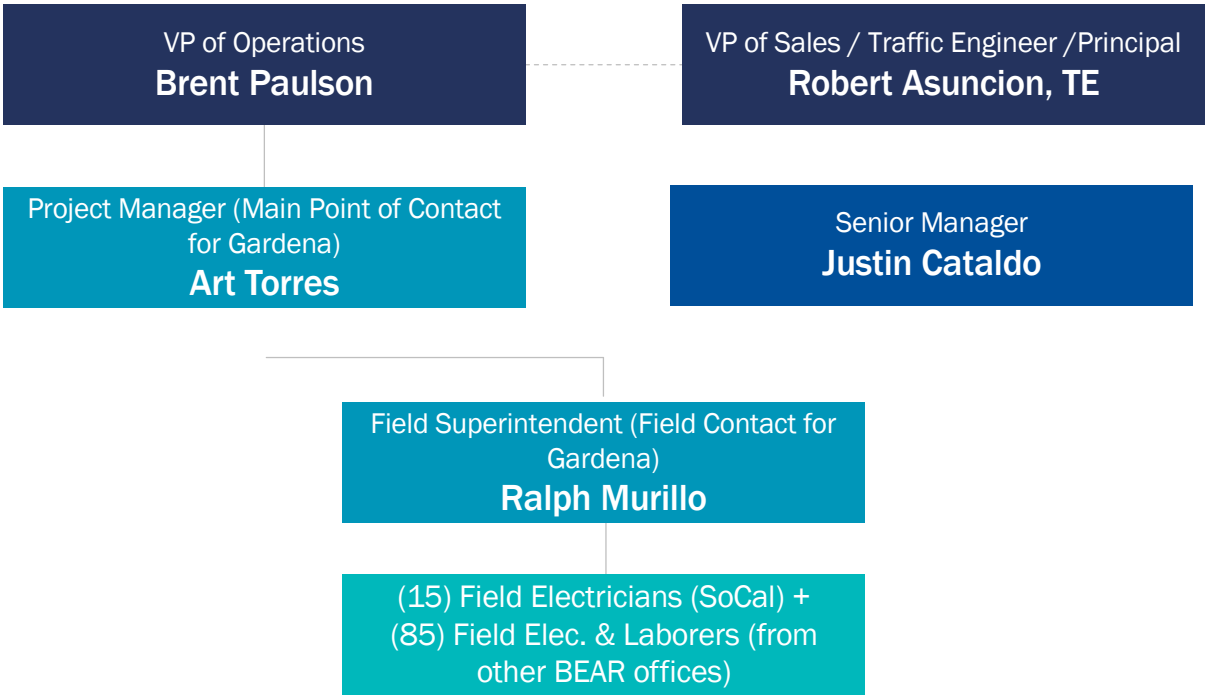
Date Contract Completed	Name and Address of the Employer	Contact Persons Name and Telephone Number	Type of Work	Amount of Contract
Ends 06/30/27 - in progress	City of San Marcos 201 Mata Way San Marcos, CA	Dylan De Bie (760)752-7550	Traffic Signal Maintenance, Digalert	$3.5M
Ends 06/30/2023 - in progress	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.

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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.

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**

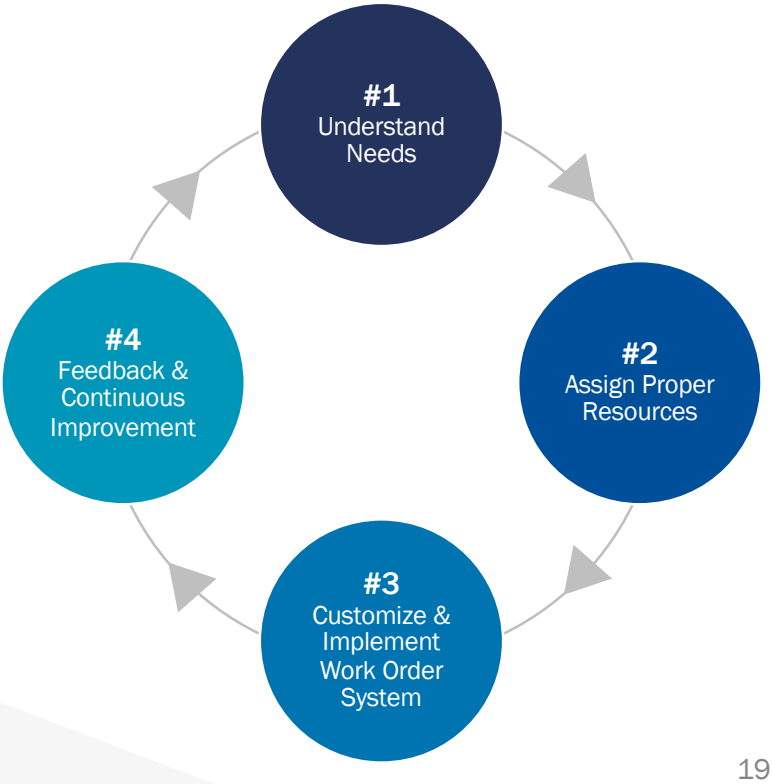
Testimony: ***"We selected BEAR to service our City - not only for their capabilities - but because of their work approach to maintenance. BEAR listens to our needs and then makes recommendations and adjustments as needed."***
Mohammad Mostakhami, City of Commerce 10/26/22

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.

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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.

3 Customize & Implement Work Order System – Computerized Maintenance Management and Asset System (MMS)

Utilizing technology and work order systems is fundamental to success. BEAR has built a working work order management and asset system currently used by over 40 public agencies, STAR (Service Tracking and Reporting).

BEAR's STAR system will be the City's MMS. The system is web-based and has the following features:

- Database of signalized intersection and flashing beacon locations, including all work order histories;
- Data repository for pictures, CAD files, signal timing sheets, as-builts, CMU certificates, and other data files;
- Record of all calls, date and time stamped moment of receipt, dispatch, electrician arrival and departure times;
- Monthly activity reports – real-time reporting of work activities.

4 Feedback & Continuous Improvement

The last step of our work approach is to seek feedback on our work and maintain a continuous improvement mindset. This is where our project manager, Art Torres, will regularly meet **monthly** with the City to discuss activities and learn how we can provide a better customer experience.

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	HOUR	$ 25.00
2	Hydraulic Lift Truck Bucket	HOUR	$ 35.00
3	Compressor	HOUR	$ 5.00
4	Concrete Saw	HOUR	$ 5.00
5	Crane	HOUR	$ 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,

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

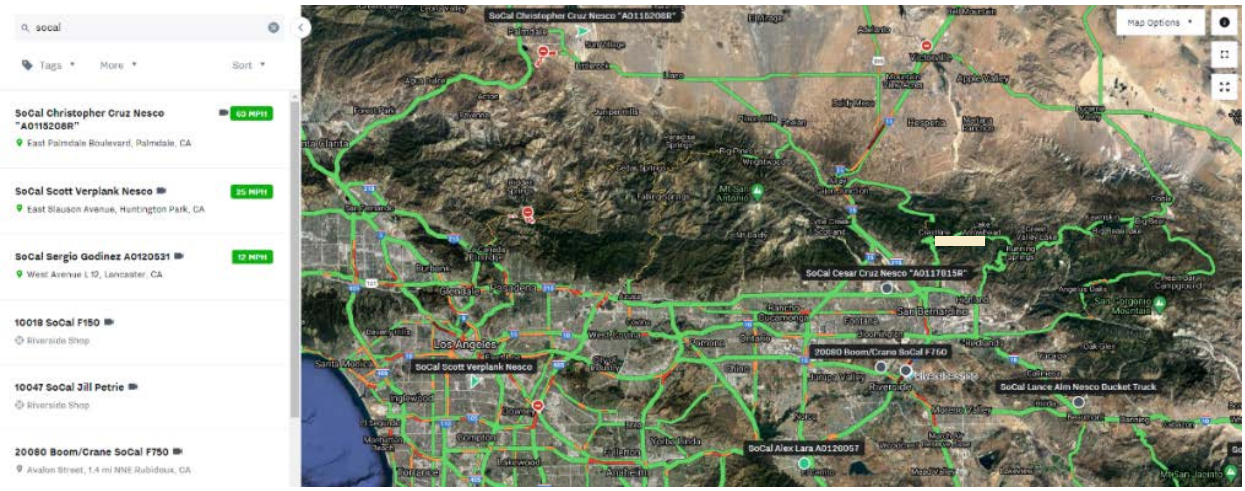
BILLING ADDRESS:

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)**										$0.00
Work Order: Work Order Number: WO-00113855 **(2 records)**										$0.00
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
			Signal Maintenance Technician	Regular			-	2/10/2023 13:30	1	$0.00
Site: Vermont Ave | 140th St **(3 records)**										$0.00
Work Order: Work Order Number: WO-00114411 **(3 records)**										$0.00
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
			Signal Maintenance Technician	Regular			-	2/28/2023 8:00	0.5	$0.00
			Bucket Truck	Regular			-	2/28/2023 8:00	0.5	$0.00
Site: Vermont Ave | Rosecrans Ave **(3 records)**										$0.00
Work Order: Work Order Number: WO-00113901 **(3 records)**										$0.00
Kevin Kwak	GBO OH WB	Traffic Signal	-	-	Indication Out	REPLACED GB ON WB OH. WORKS WELL	LED - 12" Green Ball	-	1	$0.00
			Bucket Truck	Regular			-	2/13/2023 16:00	1	$0.00
			Signal Maintenance Technician	Regular			-	2/13/2023 16:00	1	$0.00
Site: Rosecrans Ave | Berendo Ave **(3 records)**										$0.00
Work Order: Work Order Number: WO-00114399 **(3 records)**										$0.00
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
			Signal Maintenance Technician	Regular			-	2/27/2023 15:00	1	$0.00
			Bucket Truck	Regular			-	2/27/2023 15:00	1	$0.00
Site: Rosecrans Ave | Budlong Ave **(2 records)**										$0.00
Work Order: Work Order Number: WO-00114384 **(2 records)**										$0.00
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
			Bucket Truck	Regular			-	2/27/2023 11:00	0.5	$0.00
Grand Totals (15 records)										$0.00

GPS Navigation System

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 inquires 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 of 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 Transparity and 170 Controller with BiTrans software and is aware that the City is currently migrating their Traffic Management Software from QuicNet to Transparity. 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 advance 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 Transparity, 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.

<u>Headquarters</u>

St. Francis Electric, LLC
975 Carden Street
San Leandro, CA 94577
Office: (510) 639-0639
Fax: (510) 639-4653

<u>SoCal Region</u>

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Southern California Area Manager
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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

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 Harne mharne@cityoflancasterca.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@palmspringsca.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@yorbalindaca.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**)
Ceasar 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, Region.al 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. **IMSA 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

Ceasar 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:

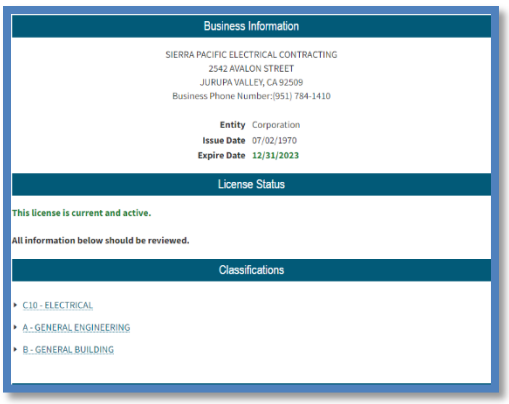
- Chief Executive Officer, Vice President and Secretary of Company
- Authorized representative to sign agreements for SFE
- Supervisor responsible for managing 250+ employees
- Responsible for the management of all Maintenance and Construction projects and accounts.
- 10+ Years of multiple Video Detection 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

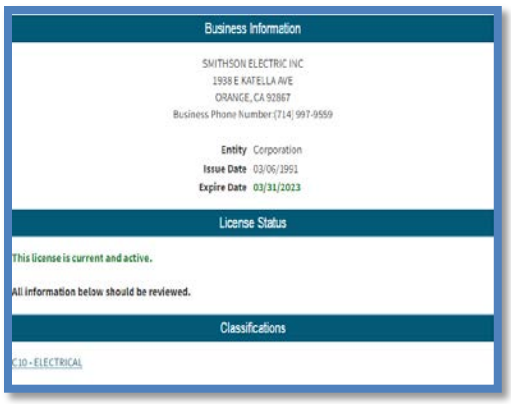
License Status

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 03/06/1951
Expire Date 03/31/2023

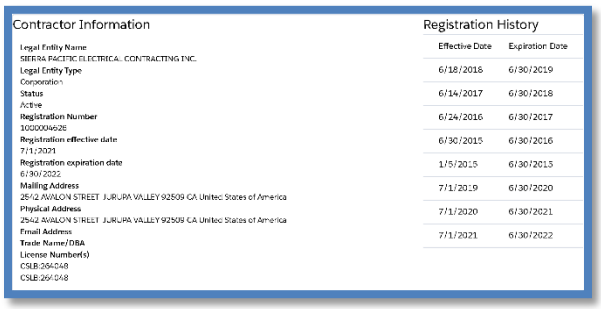
License Status

This license is current and active.

All information below should be reviewed.

Classifications

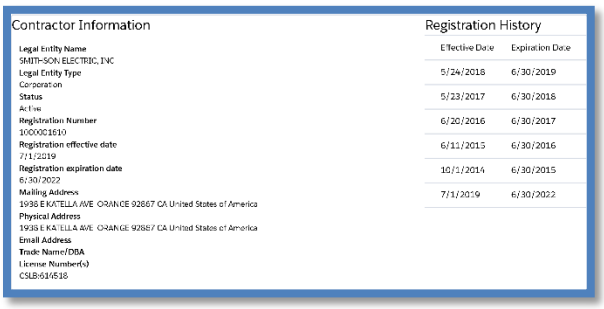
C10 - ELECTRICAL


Contractor Information

Legal Entity Name
SIERRA PACIFIC ELECTRICAL CONTRACTING INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000004626
Registration effective date
7/1/2021
Registration expiration date
6/30/2022
Mailing Address
2542 AVALON STREET JURUPA VALLEY 92509 CA United States of America
Physical Address
2542 AVALON STREET JURUPA VALLEY 92509 CA United States of America
Email Address
Trade Name/DBA
License Number(s)
CSLB:264048
CSLB:264048

Registration History

Effective Date	Expiration Date
6/18/2018	6/30/2019
6/14/2017	6/30/2018
6/24/2016	6/30/2017
6/30/2015	6/30/2016
1/5/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022


Contractor Information

Legal Entity Name
SMITHSON ELECTRIC, INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000001610
Registration effective date
7/1/2019
Registration expiration date
6/30/2022
Mailing Address
1938 E KATELLA AVE ORANGE 92867 CA United States of America
Physical Address
1938 E KATELLA AVE ORANGE 92867 CA United States of America
Email Address
Trade Name/DBA
License Number(s)
CSLB:614518

Registration History

Effective Date	Expiration Date
5/24/2018	6/30/2019
5/23/2017	6/30/2018
6/20/2016	6/30/2017
6/11/2015	6/30/2016
10/1/2014	6/30/2015
7/1/2019	6/30/2022

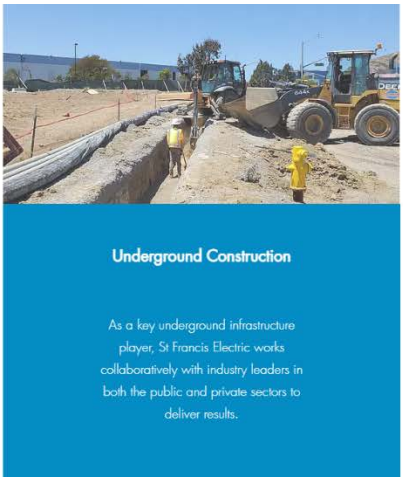
5. Spare Equipment

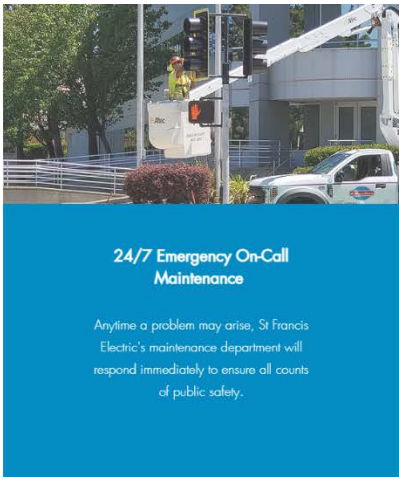
The following is a *sample* of parts and equipment owned by SFE and does not represent our inventory and equipment as a whole. SFE maintains over $300k (in stock) items at our Riverside Facility alone, which is available for use on the proposed work as required. In addition, SFE has spare controllers 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:





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 inspects 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

Legal Entity Name
ST FRANCIS ELECTRIC LLC
Legal Entity Type
LLC
Status
Active
Registration Number
1000022208
Registration effective date
7/1/2021
Registration expiration date
6/30/2023
Mailing Address
PO BOX 2057 SAN LEANDRO 94577 CA United States of America
Physical Address
975 CARDEN ST SAN LEANDRO 94577 CA United States of America
Email Address
Trade Name/DBA
License Number(s)
CSLB:1003811
CSLB:1003811

Registration History

Effective Date	Expiration Date
6/20/2018	6/30/2019
5/12/2017	6/30/2018
6/13/2016	6/30/2017
7/1/2015	6/30/2016
5/20/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
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.

ACORD®

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 1-925-798-3334
Edgewood Partners Insurance Center (EPIC)
[Concord - Branch ID 15469]
P.O. Box 5668

Concord, CA 94524

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	NAIC #
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:	

INSURED
St. Francis Electric, LLC

PO Box 2057

San Leandro, CA 94577

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5342018	04/01/22	04/01/23	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA4773676	04/01/22	04/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			03102673	04/01/22	04/01/23	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC022298334	04/01/22	04/01/23	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

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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

Legal Entity Name
ST FRANCIS ELECTRIC LLC
Legal Entity Type
LLC
Status
Active
Registration Number
1000022208
Registration effective date
7/1/2021
Registration expiration date
6/30/2023
Mailing Address
PO BOX 2057 SAN LEANDRO 94577 CA United States of America
Physical Address
975 CARDEN ST SAN LEANDRO 94577 CA United States of America
Email Address
Trade Name/DBA
License Number(s)
CSLB:1003811
CSLB:1003811

Registration History

Effective Date	Expiration Date
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6/13/2016	6/30/2017
7/1/2015	6/30/2016
5/20/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2023

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

YUNEX TRAFFIC

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

Michael J. Hutchens
Operations Manager
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
michael.hutchens@yunextraffic.com

Yunex LLC

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

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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.

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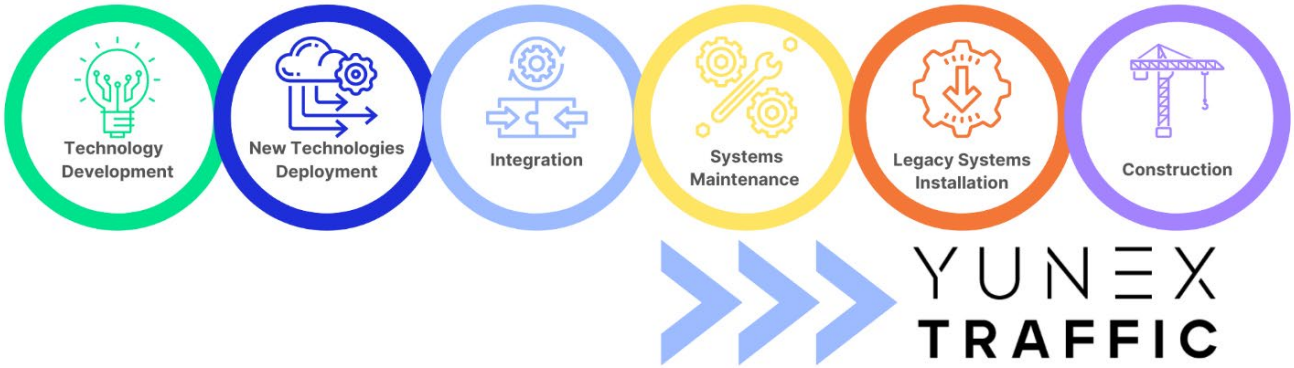

Our competitors typically focus on narrower aspects of the Traffic market: Heavy Construction, Traditional Maintenance, or Technological Innovation. By Comparison, Yunex Traffic and our Field Services Division provides customers with a wide base of expertise across the spectrum of innovation, deployment, 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.

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Contractor's License / DIR Registration

DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD

https://www.cslb.ca.gov/OnlineServices/CheckLicenseII/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

State of California
Department of Industrial Relations

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
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:

ACORD

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

CN457144012-Stnd-GAWUP-22-23 GAW

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

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 :	

INSURED
Yunex LLC
9225 Bee Cave Road
Building B, Suite 201
Austin, TX 78733

COVERAGES **CERTIFICATE NUMBER:** HOU-003940665-04 **REVISION NUMBER:** 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLD5853500	06/30/2022	10/01/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			73628813	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			70441231	06/30/2022	06/30/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

CITY OF GARDENA
1700 WEST 162ND STREET
GARDENA, CA 90247

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

Marsh USA Inc.

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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

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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.

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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

YUNEX TRAFFIC

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 Controller 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

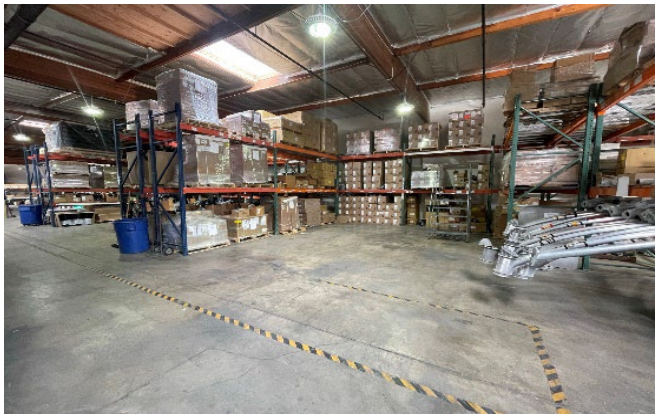
Full size certifications can/will be provided upon request

Both technicians have experience with 170E and 2070 ATC controller, Traffic Management Software such as QuickNet/McCain Transparity 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)

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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.

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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.

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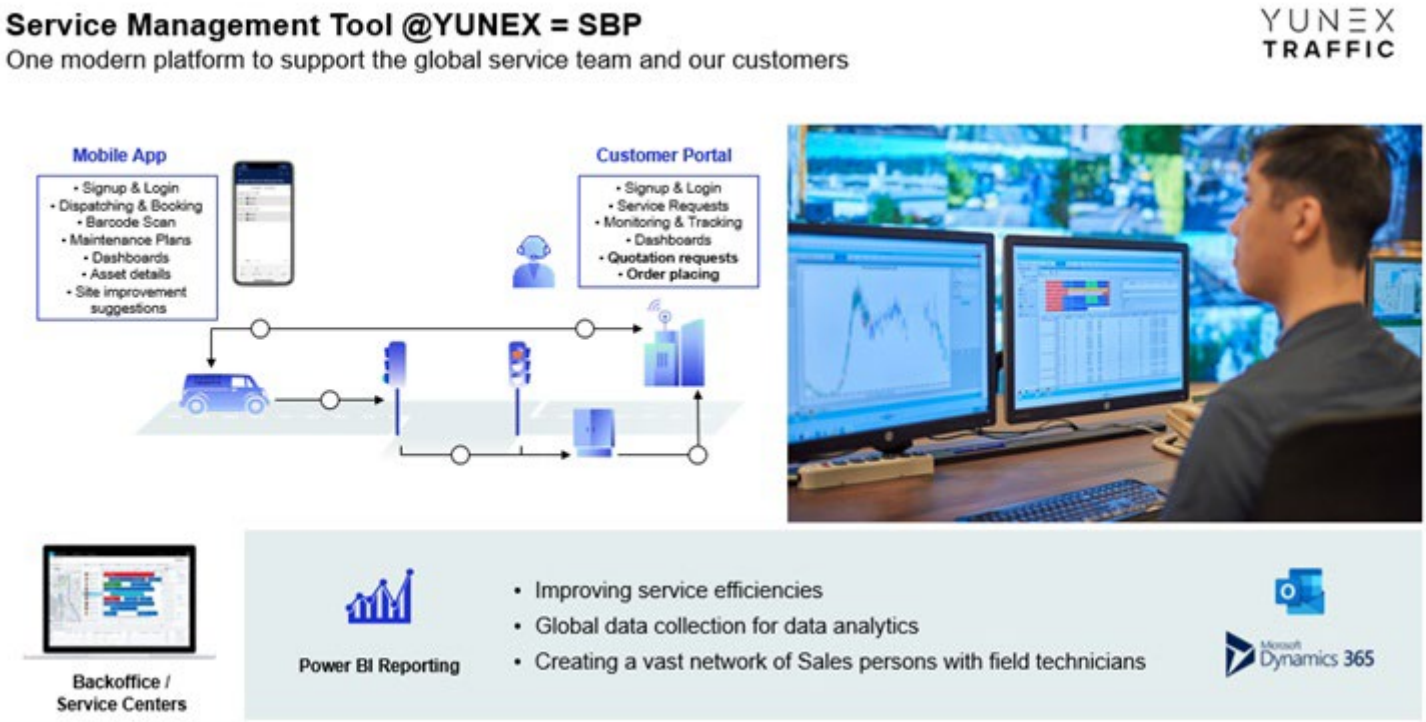
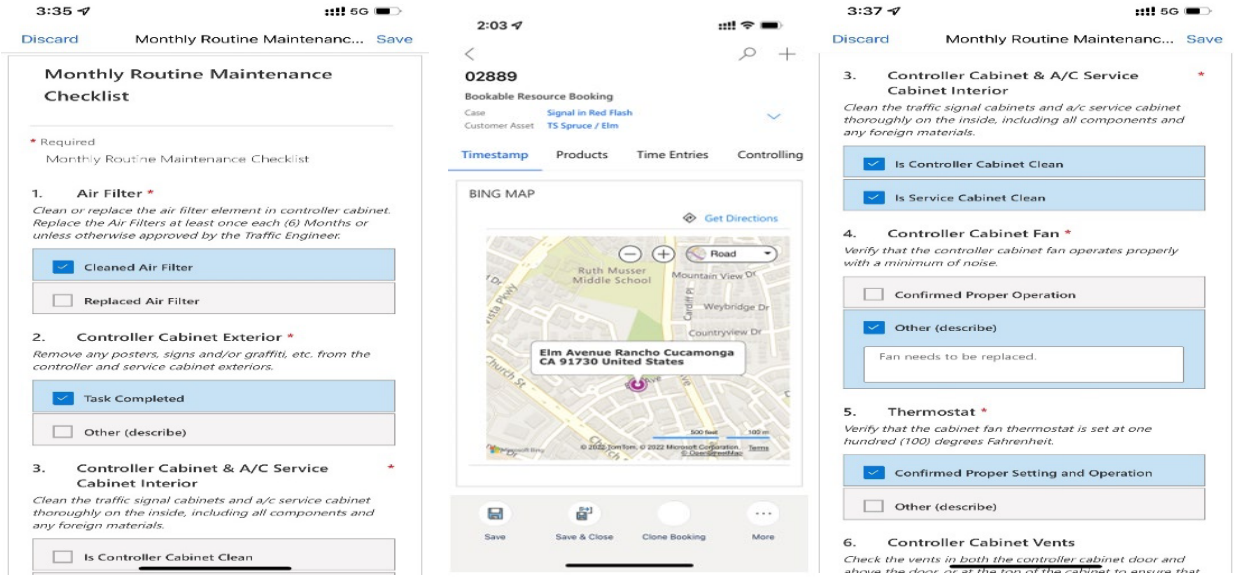
On-Line Portal (Service Business Platform @ITS)

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.

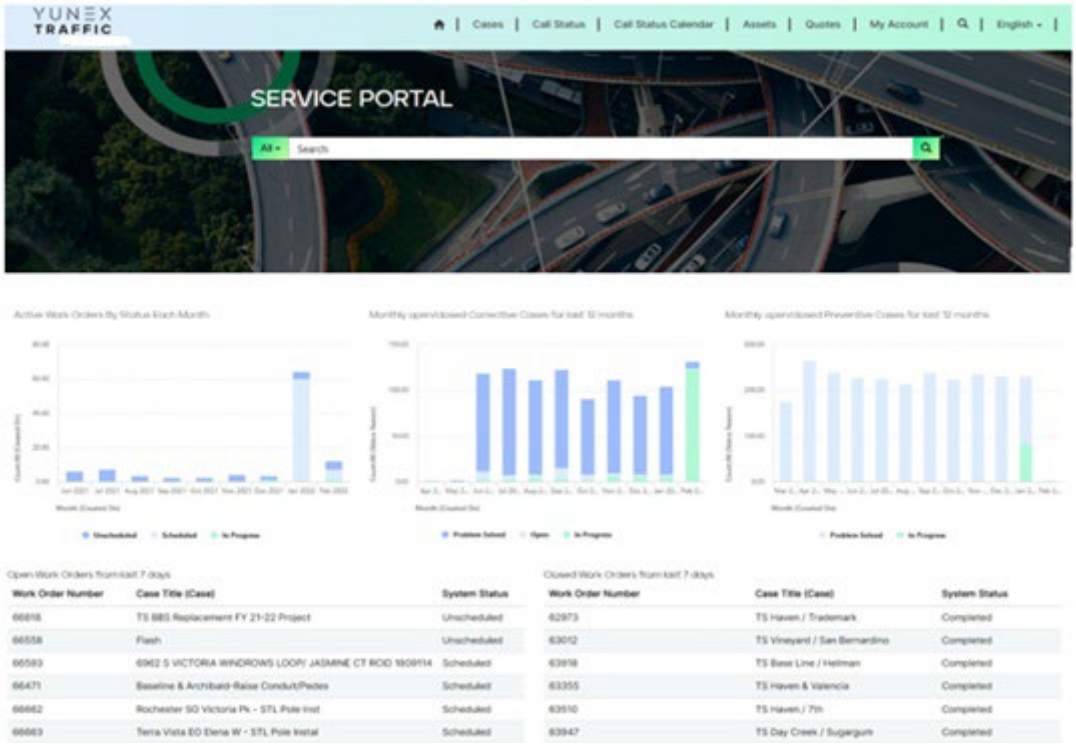


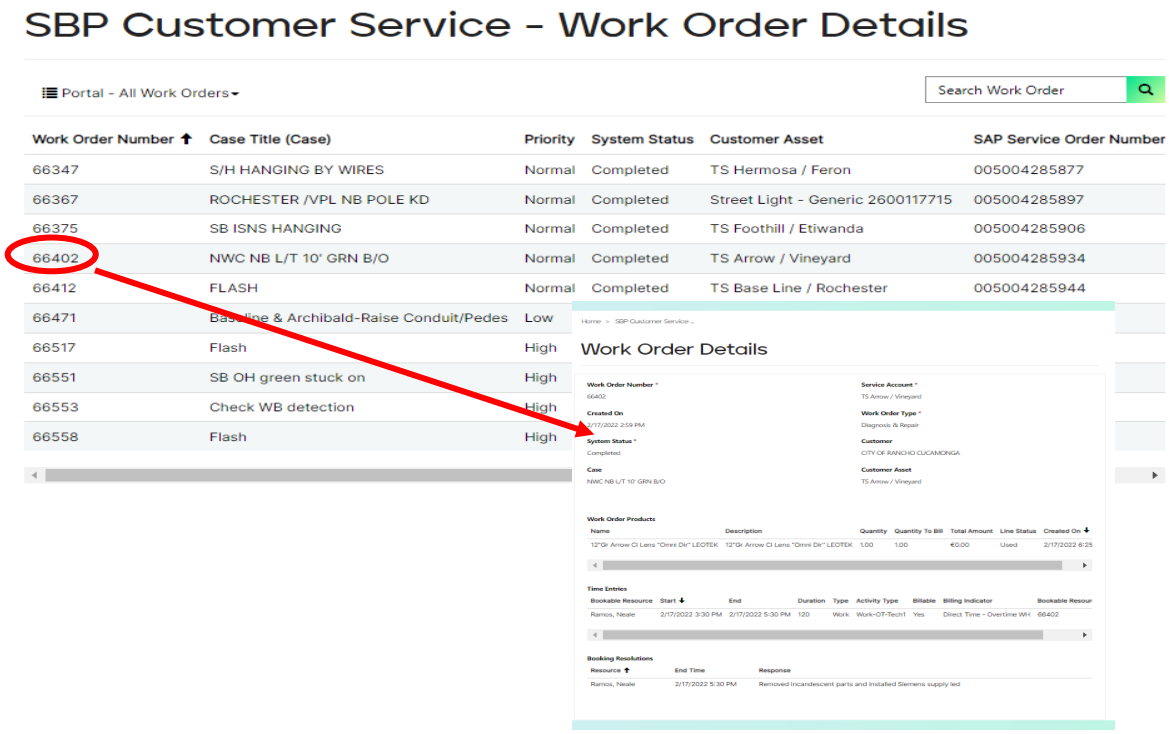


Customer Portal

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.)





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 FOLOW 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.

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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.

YUNEX TRAFFIC

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 Transparity, 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 Transparity 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.

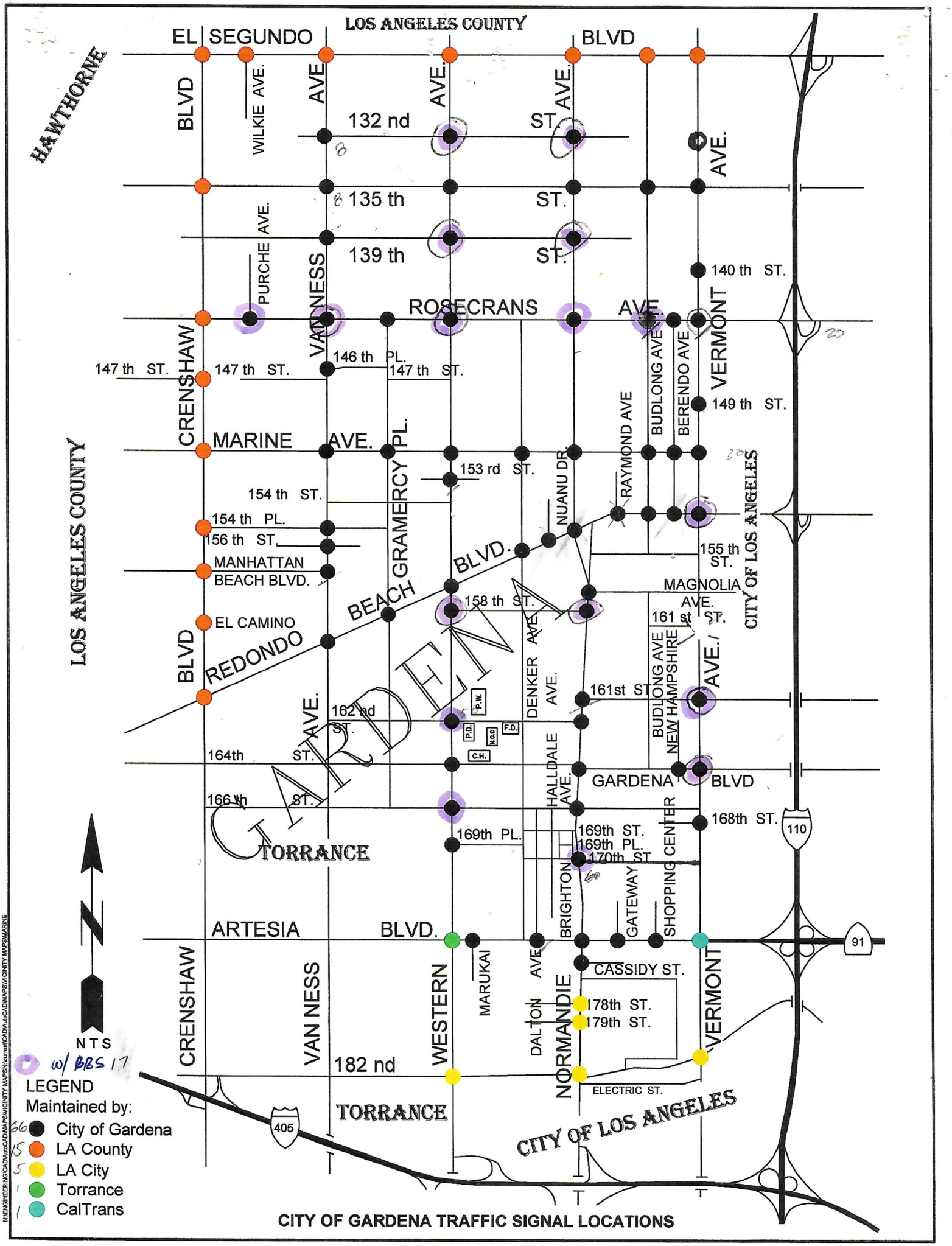
ATTACHMENTS

Attachment A – Map of City Traffic Signal Locations

Attachment B – City Standard Contract Documents

ATTACHMENT A

Map of City Traffic Signal Locations (1 Page)



CITY OF GARDENA TRAFFIC SIGNAL LOCATIONS

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

By:_____
MAYOR (Sign)

Date: _____

SEAL

Attest:
By: _____
CITY CLERK (Sign)

Date:_____

CONTRACTOR

By:_____
Sign / Title

Date: _____

Attest: (Contractor)

By:_____
Sign / Title

Date: _____

APPROVED AS TO FORM:

By:_____
CITY ATTORNEY (Sign)

Date:_____

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:

Gardena Landscape Engineer's Report 2023-24..pdf
Artesia Landscaping District Resolution No. 6615.pdf

APPROVED:

_____
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:

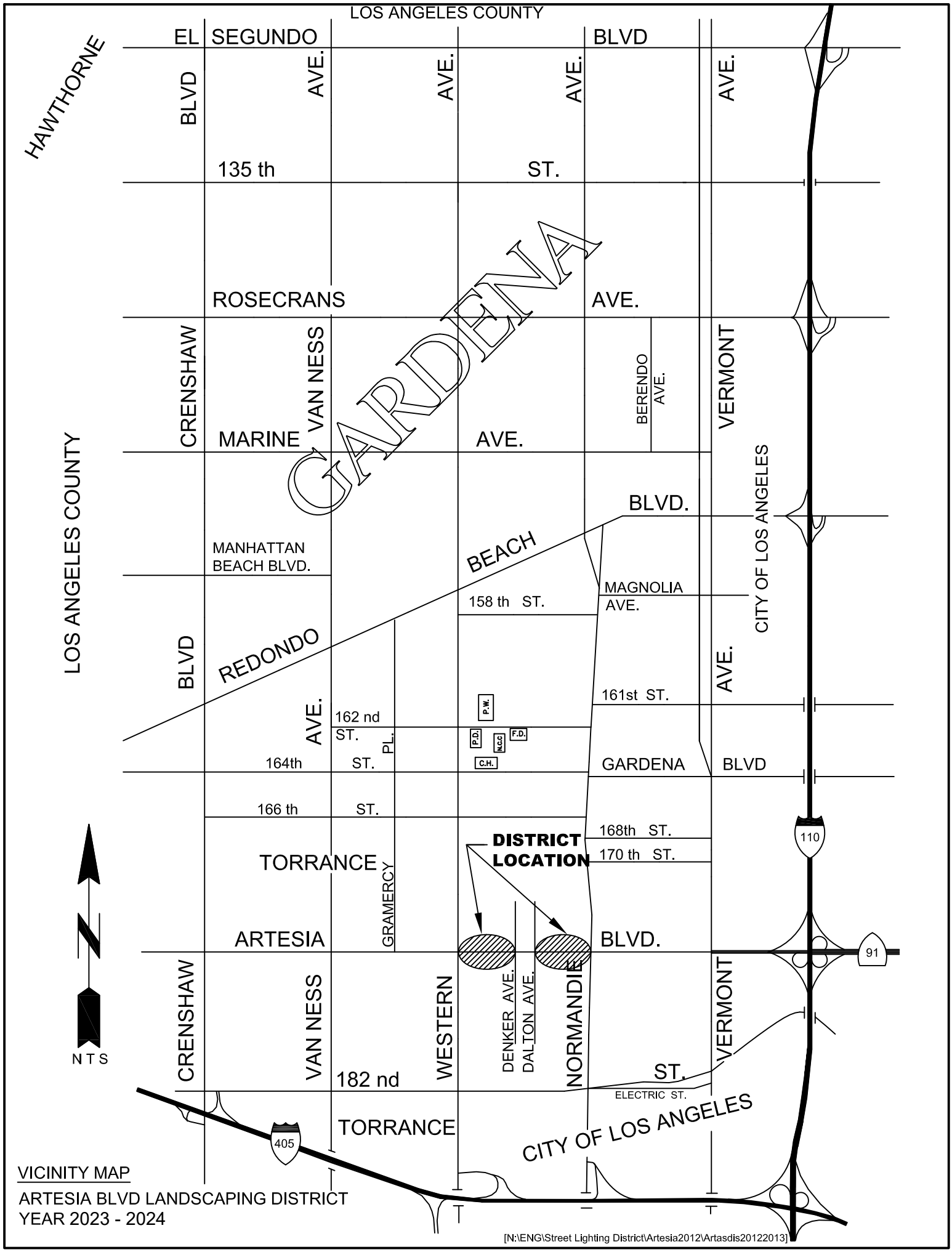
1. Vicinity Map
2. Diagram of District
3. Plans and Specifications
4. Estimate of Costs of Maintenance
5. Assessment of Estimated Cost

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

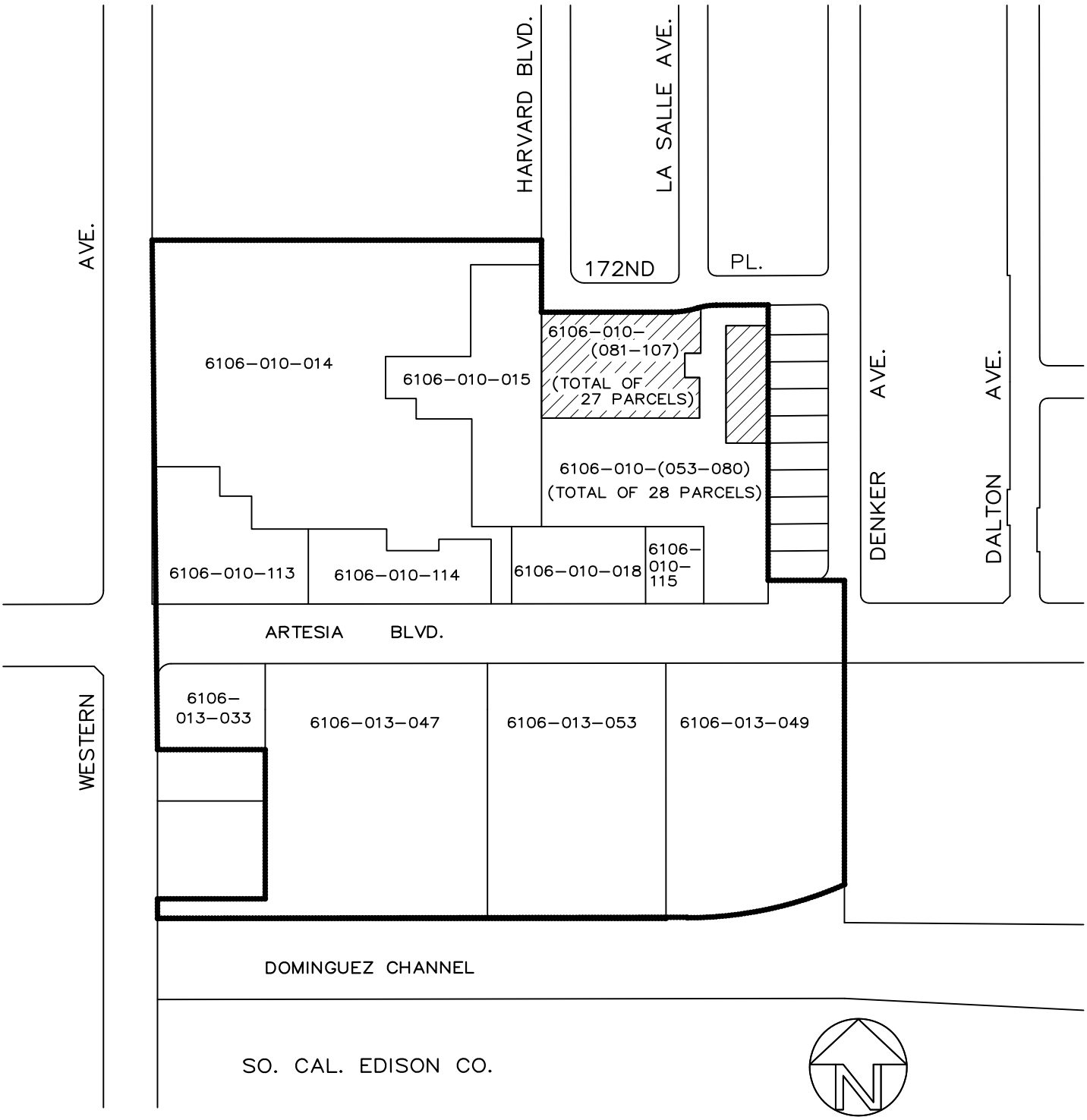


VICINITY MAP

ARTESIA BLVD LANDSCAPING DISTRICT
YEAR 2023 - 2024

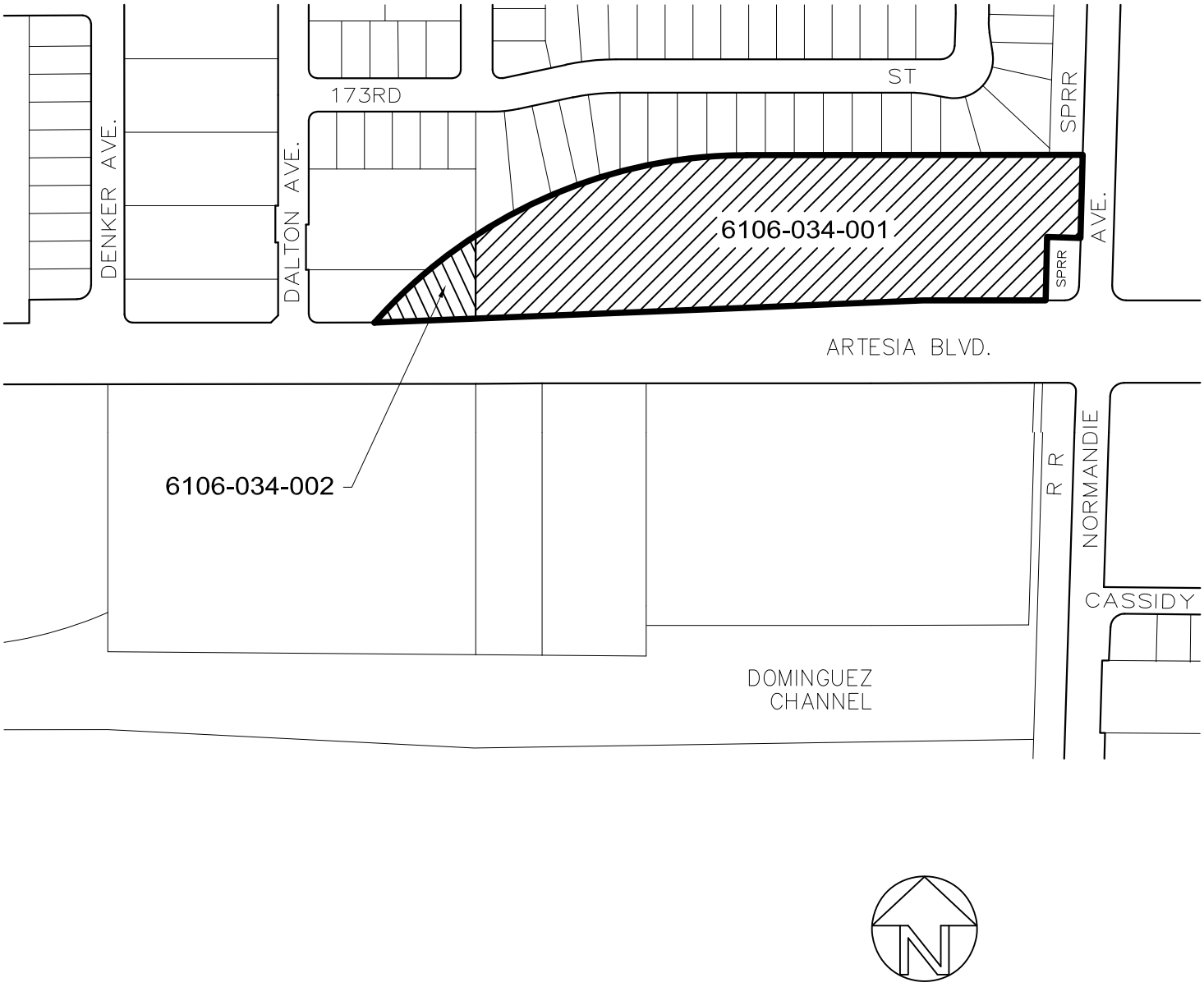
[N:\ENG\Street Lighting District\Artesia2012\Artasdis20122013]

ASSESSMENT DIAGRAM & BOUNDARY MAP
ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT
WESTERN AVE. - DENKER AVE.
FISCAL YEAR 2023 - 2024



CITY OF GARDENA ENGINEERING DIVISION

ASSESSMENT DIAGRAM & BOUNDARY MAP
ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT
DALTON AVE. - NORMANDIE AVE.
FISCAL YEAR 2023 - 2024



CITY OF GARDENA ENGINEERING DIVISION

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	$63,643		
	Additional Median Design	$ 3,600		$76,791
	Construction Mgmt Costs @ 15%	$ 9,548		
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.

CITY OF GARDENA
ARTESIA BLVD.
LANDSCAPING
ASSESSMENT DISTRICT
FISCAL YEAR 2023-2024

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 (±10%)	12,700
	City Administration	10,000
		$ 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	1205.40	$11,600.00

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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.

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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:

_____

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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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 XIIID, 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 Angles, 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 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

ZONE	DESCRIPTION	$/FRONT FOOT	TOTAL FRONTAGE	ASSESSMENT
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	**$885,031.28**

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 XIIID, 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

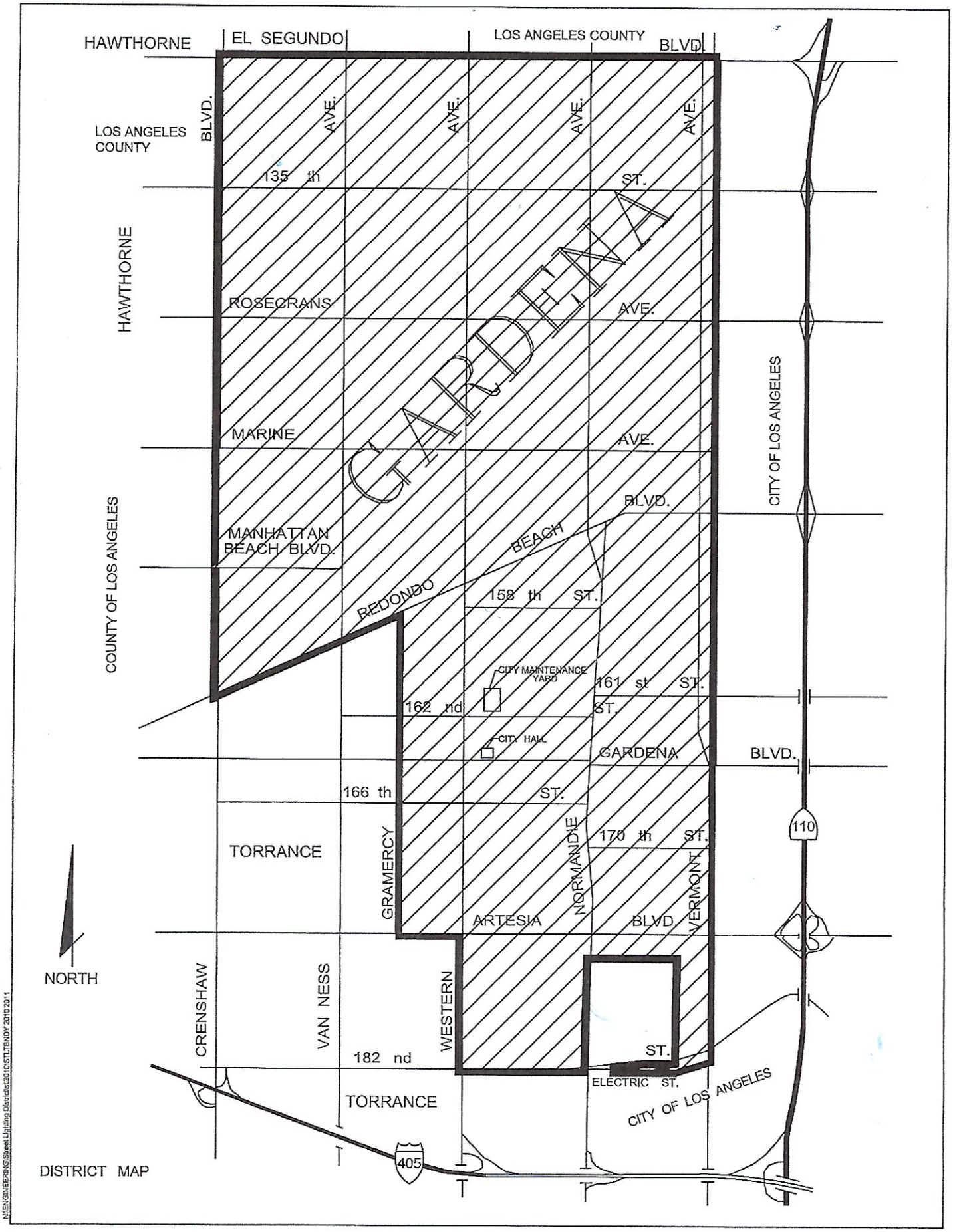
FINANCIAL STUDY DETAIL

ESTIMATE OF COSTS*
2023-2024

UTILITY-OWNED SYSTEMS	
(LS-1) Energy Cost	$688,287
CITY-OWNED SYSTEM	
(LS-2) Energy Cost	$30,775
SUBTOTAL	**$719,062**
FUEL CONTINGENCY (5%)	$35,953
SUBTOTAL	**$755,015**
OVERHEAD	$41,015
OTHER PROGRAM EXPENSES	$37,419
CAPITAL OUTLAY	$51,616
CONTINGENCY	
TOTAL ESTIMATED COST OF STREET LIGHTING DISTRICT	**$885,065**

* Expenses are provided by the City of Gardena Finance Department

CITY OF GARDENA



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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:

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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

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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

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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

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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.

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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

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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!

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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)

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Budget:

GTrans + Pulsar Advertising

Micro Transit Branding

		Branding	
Classification	**Hourly Rate**	**Hours**	**Cost**
Account Service			
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**
Creative			
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**
Proprietary and Confidential		**Total Costs**	**$85,138**

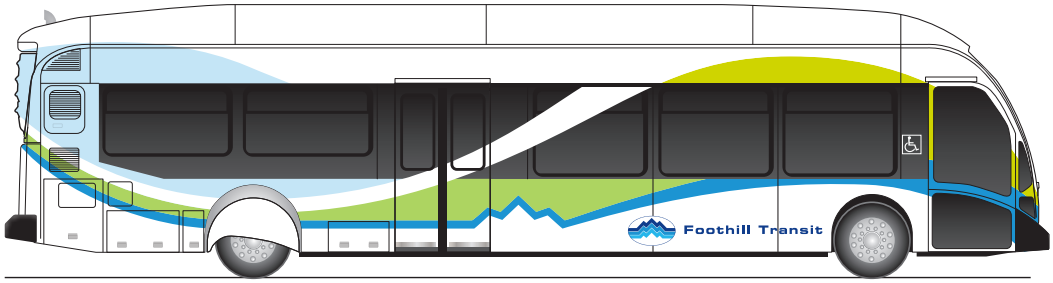
BRAND DEVELOPMENT & PASSENGER INFORMATION SAMPLES

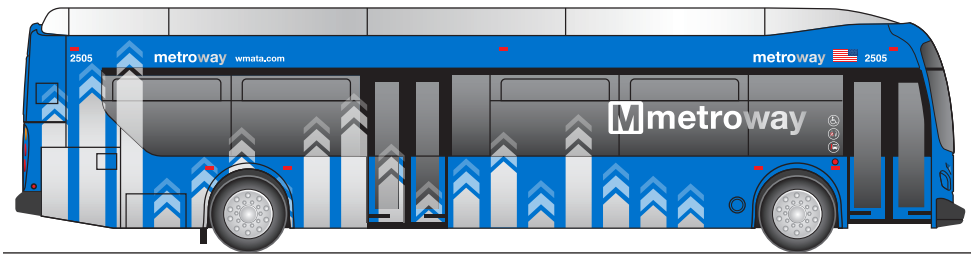
30 YEARS

NOT IN SERVICE
F2319
NOT IN SERVICE
159 XPRESS
Foothill Transit

F2100
F2100
Foothill Transit

Foothill Transit
178 El Monte Station
185 Azusa
280 Azusa
281 Glendora Citrus College
foothilltransit.org
1-800-RIDE-INFO (800-743-3463)


Foothill Transit



metro way

Metro, Washington DC BRT Branding

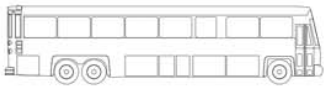
Objective: Develop a distinctive brand name and look for a new type of premium bus service.

Santa Monica's Big Blue Bus Comprehensive System Graphics Program

Objective: Improve brand identity, passenger information systems and overall system awareness and ridership.

TYSONS
EXPRESS

40' x 12'



Tysons Express / Connector Branding

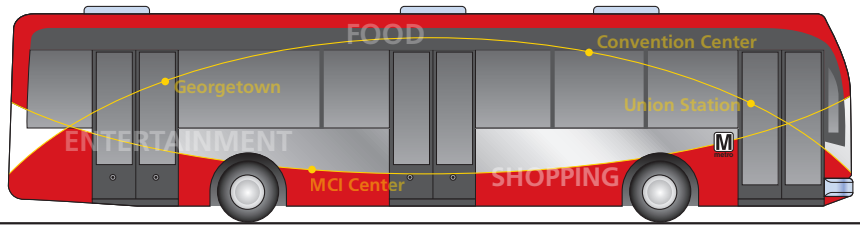
Objective: To develop a comprehensive branding program for new bus operations serving Tysons Corner Virginia.

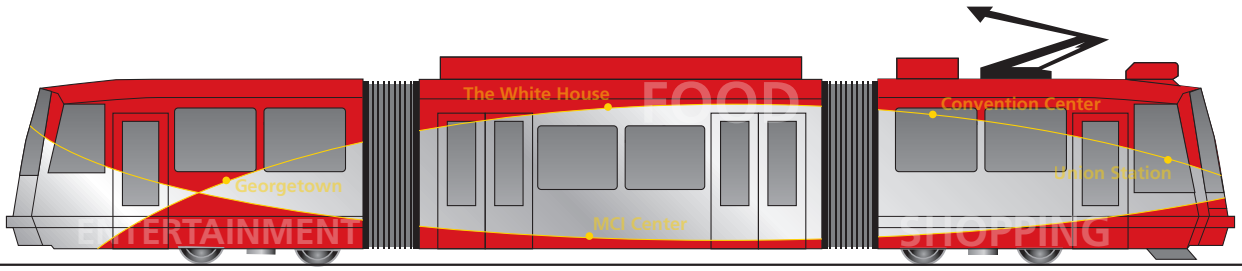
ART arlington transit

Arlington System Graphics

2' x 10'
30' x 10'

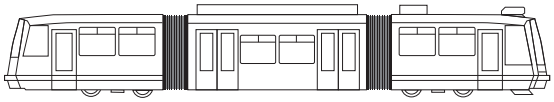
Objective: To introduce and brand a new local commuter system.



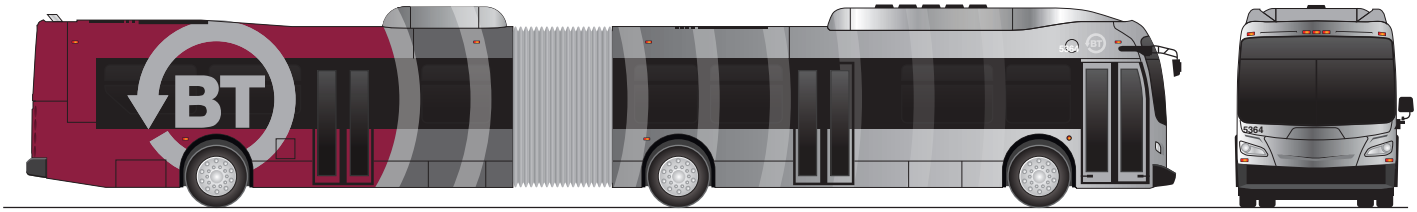


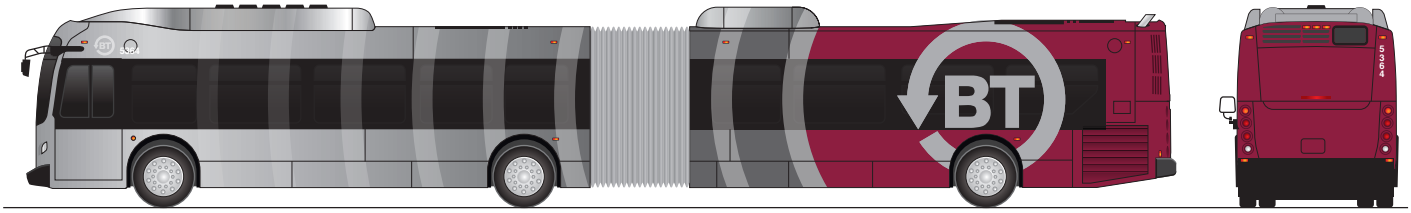
DC Circulator Fleet Design

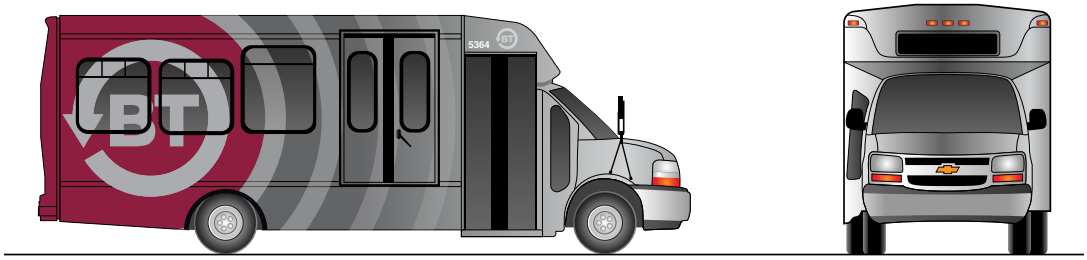
40′ x 12′
80′ x 14′

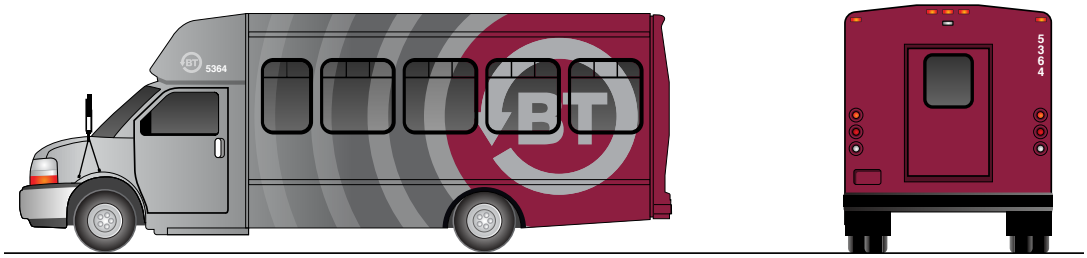


Objective: To create an appealing and modern looking system to service the city of Washington DC.
Note: Craft a distinctive brand for a new Washington, DC transit system that reflects the city's spirit, culture and personality.
We worked hand in hand with Industrial Design agency to come up with look and feel that would work for the DC business community.





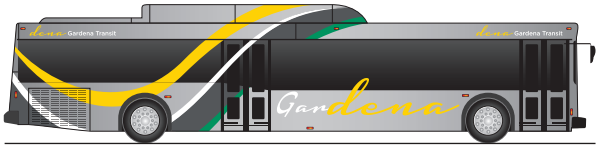


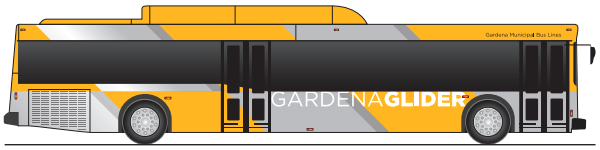


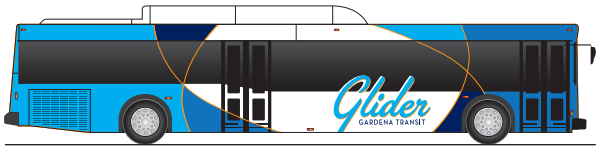
Blacksburg Transit – Livery Design

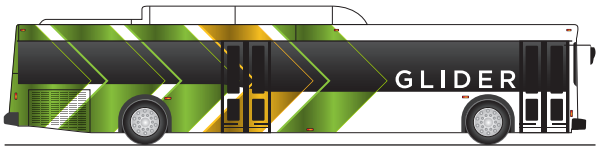
Objective: Refresh/redesign the Blacksburg Transit bus fleet

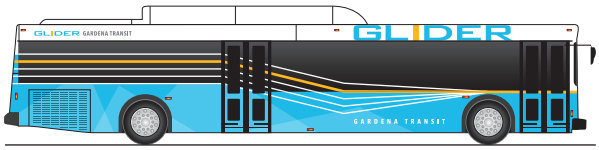
LaGuardia Link

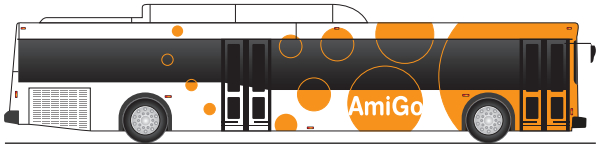


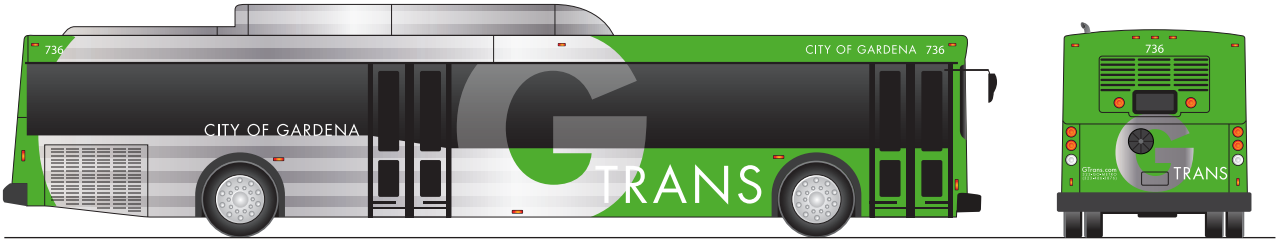


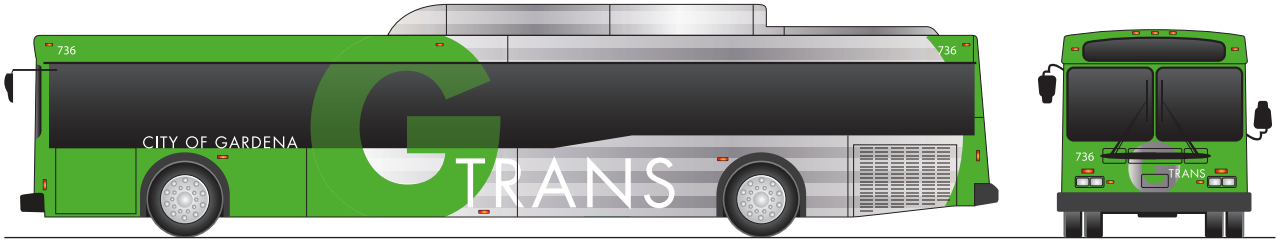












City of Gardena Transit System Branding

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 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:

_____

Clint Osorio, City Manager

CITY OF GARDENA GTRANS

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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WORK PLAN	37
PAST PERFORMANCE	45
REQUIRED FORMS	-

ANSER ADVISORY

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:

ANSER ADVISORY

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
environmental•management•planning

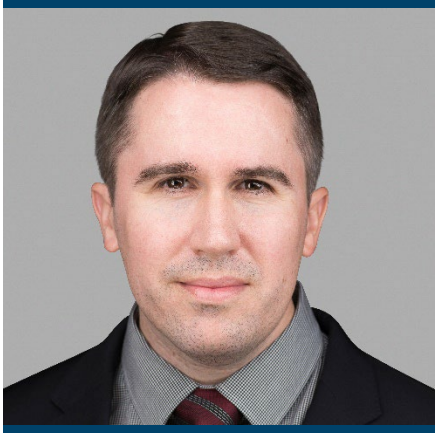
UltraSystems is a woman owned, full-service planning and environmental consulting firm that serves public and private sector clients throughout California. Founded in 1994, UltraSystems is headquartered in Irvine, California, with a satellite office in Grass Valley, and has provided similar environmental 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.

ANSER ADVISORY

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

ANSER ADVISORY

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 site 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 in 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

ANSER ADVISORY

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 liaise 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

ANSER ADVISORY

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

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.

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.

- **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.

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 (EAp1): 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

ANSER ADVISORY

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

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.

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

ANSER ADVISORY

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%

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.

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

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

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

UltraSystems
environmental•management•planning

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

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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.

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

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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:

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

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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.

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

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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.

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.

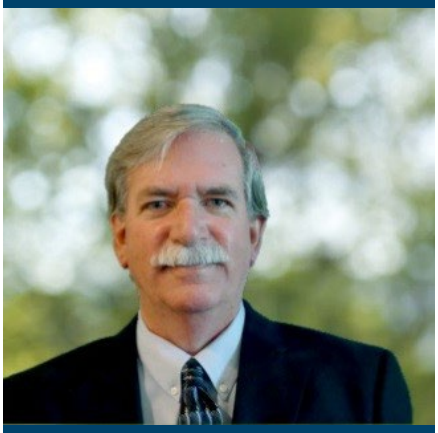
Dogwood Road Bridge Improvement Project, Imperial County, CA
Ms. Tollett supervised and participated in several surveys for this bridge replacement project located over the Central Main Canal near the intersection of Dogwood Road and Willoughby Road in Imperial County, California. The project included 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

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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

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 Aneles 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
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.

ANSER ADVISORY

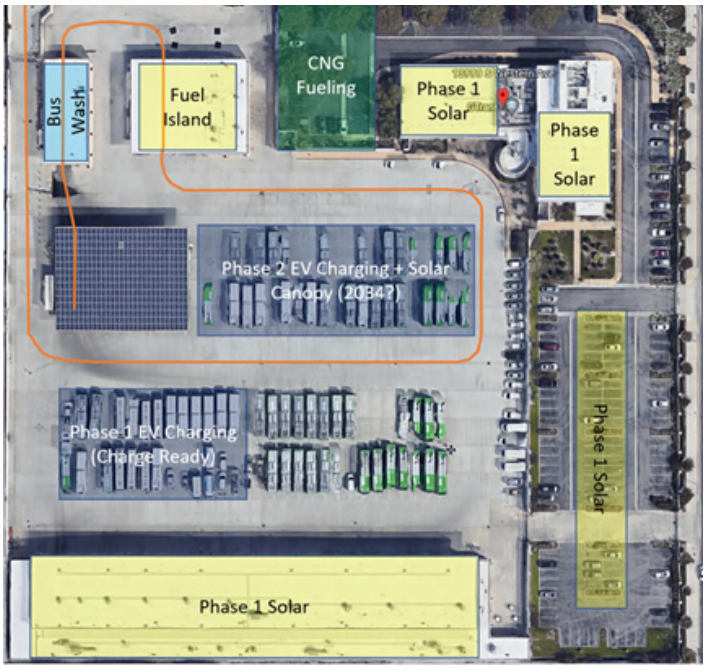
WORK PLAN

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.

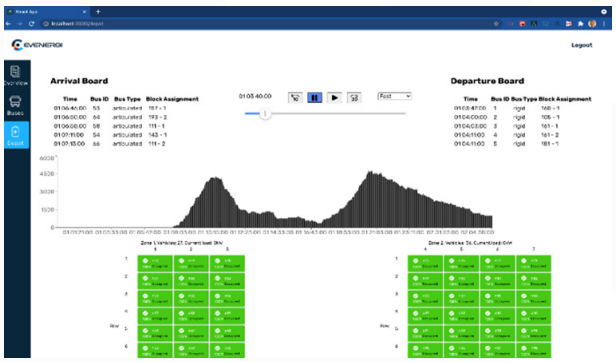
David Lazerwitz will act as the main point of contact for this project, coordinating resources and outside expertise as needed to adequately support the City. He will be available part-time in-person at GTrans for the duration of this owner's representative work to allow city staff to pop in, ask questions 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.



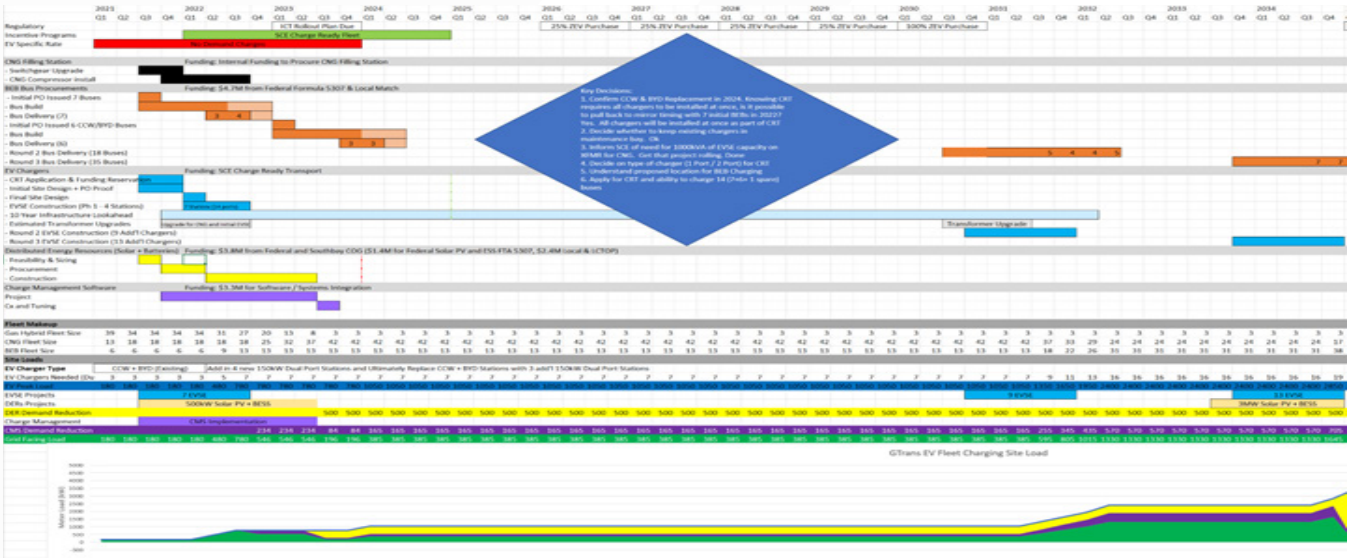
In conjunction with the site use and layout recommendations, **Steve Clarke** and **Danielle Nelson** will work with GTrans to analyze the impact to the site's energy use with the planned changes and the different site configurations, as well as backup power and energy storage recommendations. In a project 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.

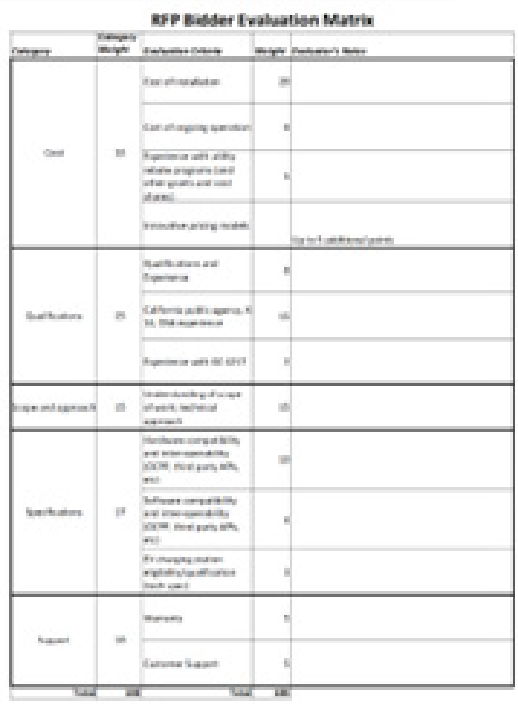


Once the order of projects is established and agreed upon by all parties, then a master schedule is created which ties together the timelines of the various different projects. Anser is fluent in many different types of scheduling platforms, from Monday.com to Primavera P6 to MS Project to Procore, and 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	Category Weight	Evaluation Criteria	Weight	Evaluator's Notes
Cost	[illegible]	Cost of installation	[illegible]	
		Cost of ongoing operation	[illegible]	
		Experience with utility rebate programs (and other grants and cost sharing)	[illegible]	
		Innovative pricing models		Up to 5 additional points
Qualifications	[illegible]	Qualifications and Experience	[illegible]	
		California public agency, K-14, DSA experience	[illegible]	
		Experience with ISO 9001	[illegible]	
Scope and approach	[illegible]	Understanding of scope of work, technical approach	[illegible]	
Specifications	[illegible]	Hardware compatibility and interoperability (OCPP, third party APIs, etc)	[illegible]	
		Software compatibility and interoperability (OCPP, third party APIs, etc)	[illegible]	
		EV charging station eligibility/qualification (each case)	[illegible]	
Support	[illegible]	Warranty	[illegible]	
		Customer Support	[illegible]	
Total	[illegible]	Total	[illegible]	

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.

PROJECT NAME: 20021 ATN CLAUDINA BUS CHARGING PROJECT
PROJECT LOCATION: ANAHEIM, CA
ESTIMATE DATE: JUNE 15, 2020

ANSER ADVISORY

Based on information presently available and furnished by the owner, architect, and/or others and various assumptions which have been made as to facts not yet known, this cost estimate has been prepared and furnished for the sole purpose of providing an approximation of anticipated cost. This Estimate should not be relied upon as a commitment that the contemplated project can or will be constructed for the estimated costs shown.

ESTIMATE SUMMARY

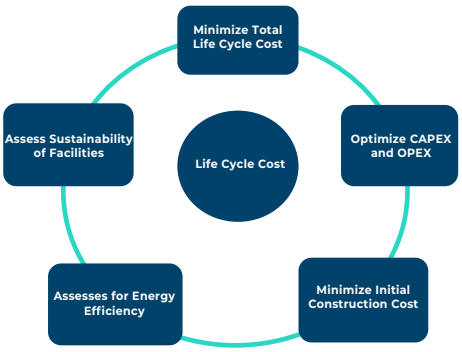
Description	Quantity	Unit of Measure	Unit Price	TOTAL COST
DIRECT COSTS				
01 00 00 General Conditions	39,102.00	sf	$ 13.08	$ 511,606
02 00 00 Existing Conditions	39,102.00	sf	$ 3.02	$ 118,000
03 00 00 Concrete	39,102.00	sf	$ 18.63	$ 728,480
04 00 00 Masonry	39,102.00	sf	$ -	$ -
05 00 00 Metal	39,102.00	sf	$ 44.59	$ 1,743,501
06 00 00 Woods & Plastics	39,102.00	sf	$ 0.26	$ 10,000
07 00 00 Thermal & Moisture Protection	39,102.00	sf	$ 0.05	$ 2,000
08 00 00 Openings	39,102.00	sf	$ 0.46	$ 18,000
09 00 00 Finishes	39,102.00	sf	$ 0.95	$ 37,000
10 00 00 Specialties	39,102.00	sf	$ 0.31	$ 12,000
11 00 00 Equipment	39,102.00	sf	$ -	$ -
12 00 00 Furnishings	39,102.00	sf	$ -	$ -
13 00 00 Special Construction	39,102.00	sf	$ 3.84	$ 150,000
14 00 00 Conveying Systems	39,102.00	sf	$ 2.56	$ 100,000
21 00 00 Fire Supression	39,102.00	sf	$ 3.84	$ 150,000
22 00 00 Plumbing	39,102.00	sf	$ 0.90	$ 35,000
23 00 00 HVAC	39,102.00	sf	$ 0.41	$ 16,000
26 00 00 Electrical	39,102.00	sf	$ 10.71	$ 418,780
27 00 00 Communications	39,102.00	sf	$ 0.26	$ 10,000
28 00 00 Electronic Safety & Security	39,102.00	sf	$ -	$ -
31 00 00 Earthwork	39,102.00	sf	$ 2.07	$ 81,000
32 00 00 Exterior Site Improvements	39,102.00	sf	$ 25.98	$ 1,015,727
33 00 00 Site Utilities	39,102.00	sf	$ 29.34	$ 1,147,395
TOTAL DIRECT COSTS (Hard Costs)	**39,102.00**	**SF**	**$ 161.23**	**$ 6,304,488**
GENERAL EXPENSE				
General Liability Insurance	1.00%	%		$ 63,045
OH&P	4.00%	%		$ 252,180
Textura Fees	1	LS		$ 3,000
TOTAL GENERAL EXPENSE	39,102.00	SF	$ 8.14	$ 318,224
TOTAL Direct Cost + General Expense (Floor Costs)	**39,102.00**	**SF**	**$ 169.37**	**$ 6,622,712**
SOFT COSTS				
Architectural Design (N.I.C. / by Owner)	1	LS	$ 225,000.00	$ 225,000
Electrical Design (N.I.C. / by Owner)	1	LS	$ 110,000.00	$ 110,000
Mechanical Design (N.I.C. / by Owner)	1	LS	$ 25,000.00	$ 25,000
Plumbing Design (N.I.C. / by Owner)	1	LS	$ 75,000.00	$ 75,000
Engineering and Design (N.I.C. / by Owner)	1	LS	$ 50,000.00	$ 50,000
SUBTOTAL SOFT COSTS	**39,102.00**	**SF**	**$ 12.40**	**$ 485,000**

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.

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.

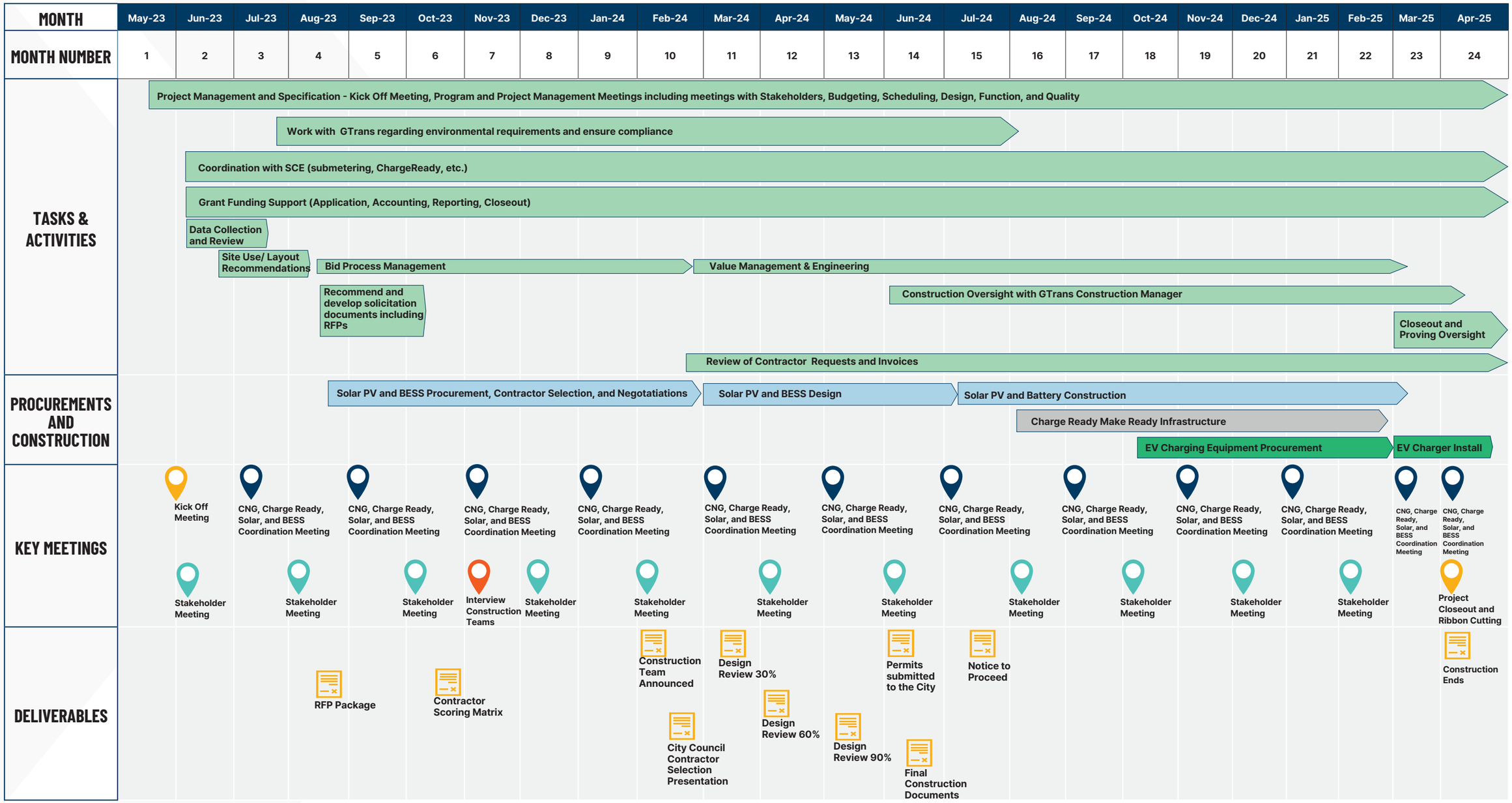


As a sanity check, using data much closer to home, our team also has an entire database worth of project data from SCE's Charge Ready program showing historical pricing data trends of EV charging infrastructure used through this make-ready program. As pricing has been highly variable of late considering 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 5339(b) or 5339(c)*	*SBCOG/ LCTOP + Local Match*	*Charge Ready*	*Self Generation Incentive Program (SGIP)*	*Power Purchase Agreement (PPA)*	*Unfunded Costs*	
			-Integration of Charge Management and Onsite DERs -$30k/charger + $20k/installation	*-$4.7M for ZEBs - $1.4M for Solar + Storage*	*Bus and Bus Facilities or Low-No Grant Funding*	*- $6M for Solar + Storage (includes $4M extension)*	*- $0% rebate per Charge Cabinet +$30K/# - 100% Make Ready Costs*	*-$250/kWh (Step 6), half up front, remaining 50% over 5 years*	*- Potential to pick up remaining Solar PV costs*	*- FY 22 5307 additional funding to cover additional costs*	
		Funding Totals====>	$ 3,300,000	$ 6,100,000	$ 4,320,000	$ 6,000,000	$ 759,000	$ 500,000	$ -		
Project Component	***Description***	***Estimated Cost***									***Vendor/Installer***
Zero Emission Buses	Initial Purchase of 7 ZEBs ($900k/ea)	$ 6,300,000		$ 4,700,000						$ 1,600,000	Gillig
Zero Emission Buses Pt 2	Replacement of Existing 4 ZEBs ($900k/ea)	$ 5,400,000			$ 4,320,000					$ 1,080,000	TBD
EV Charging Hardware	7 Dual Port CHSC ($60k/ea)	$ 420,000	$ 210,000				$ 259,000			$ (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 (est. as CR Transport covers 100% make ready costs)	$ 500,000					$ 500,000			$ -	SCE Contractor
EV Charging Canopy	Solar Ready Carport Structure (Conservative estimate based on foothill canopy + dispensers at $1.4M)	$ 1,400,000				$ 1,400,000				$ -	DER Design Builder
Solar PV	1MWdc of Solar PV ($2.83/watt, excluding carport, estimated based on Motiv Quote)	$ 2,003,760				$ 2,003,760				$ -	DER Design Builder
Stationary Battery Storage	875kW/ 2000 kWh of ESS ($1,200/kWh, est. based on Motiv Quote)	$ 2,400,000		$ 1,400,000		$ 1,000,000				$ -	DER Design Builder
Charge Management / DER Integration	Software and Systems Integration	$ 2,950,000	$ 2,950,000							$ -	Moev
Construction Management Services	~ 8% of solar, storage and EV charging costs (estimates)	$ 823,574				$ 823,574				$ -	Anser Proposal
Project Contingency	10%	$ 772,666				$ 772,666					
	Totals==========>	$ 23,110,000	$ 3,300,000	$ 6,100,000	$ 4,320,000	$ 6,000,000	$ 759,000	$ -	$ -	$ 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.*


MONTH
May-23
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Jul-23
Aug-23
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Oct-23
Nov-23
Dec-23
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Apr-24
May-24
Jun-24
Jul-24
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
MONTH NUMBER
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
TASKS & ACTIVITIES
Project Management and Specification - Kick Off Meeting, Program and Project Management Meetings including meetings with Stakeholders, Budgeting, Scheduling, Design, Function, and Quality
Work with GTrans regarding environmental requirements and ensure compliance
Coordination with SCE (submetering, ChargeReady, etc.)
Grant Funding Support (Application, Accounting, Reporting, Closeout)
Data Collection and Review
Site Use/ Layout Recommendations
Bid Process Management
Value Management & Engineering
Recommend and develop solicitation documents including RFPs
Construction Oversight with GTrans Construction Manager
Closeout and Proving Oversight
Review of Contractor Requests and Invoices
PROCUREMENTS AND CONSTRUCTION
Solar PV and BESS Procurement, Contractor Selection, and Negotatiations
Solar PV and BESS Design
Solar PV and Battery Construction
Charge Ready Make Ready Infrastructure
EV Charging Equipment Procurement
EV Charger Install
KEY MEETINGS
Kick Off Meeting
CNG, Charge Ready, Solar, and BESS Coordination Meeting
Stakeholder Meeting
Interview Construction Teams
Project Closeout and Ribbon Cutting
DELIVERABLES
RFP Package
Contractor Scoring Matrix
Construction Team Announced
City Council Contractor Selection Presentation
Design Review 30%
Design Review 60%
Design Review 90%
Permits submitted to the City
Final Construction Documents
Notice to Proceed
Construction Ends

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

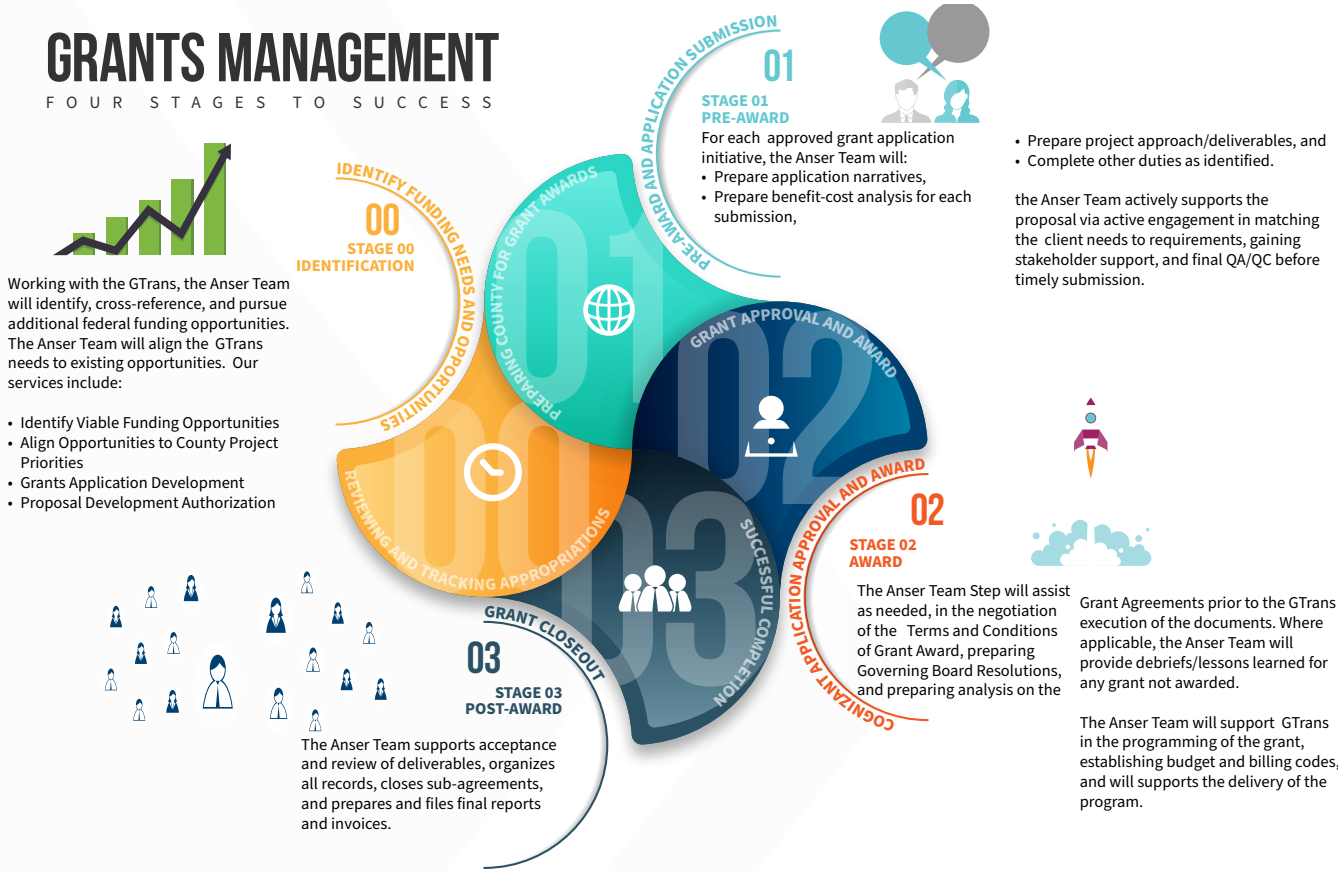
CLIENTS SERVED

250

Counties & Cities

PROGRAM APPROACH	RAPID DEPLOYMENT	SPECIALIST EXPERTISE
» Grant Researching	» State Grant Funding	» Application and Technical Assistance
» Grant Writing	» Financial Compliance Services	» Stakeholder Communications
» Grants Management	» Program Planning	» Quarterly and Annual Reporting Assistance
» Infrastructure Management	» Program Implementation	» Risk Assessments
» Capital Management	» Program Management	

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.



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.

ANSER ADVISORY

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

ANSER ADVISORY

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	AJS
2.	Transmittal Letter Form	FORM B	AJS
3.	Business Questionnaire	FORM C	AJS
4.	Addendum Acknowledgement	FORM D	AJS
5.	Designation of Subcontractors	FORM E	AJS
6.	Affidavit of Non-Collusion	FORM F	AJS
7.	Conflicts of Interest Statement	FORM G	AJS
8	Proof of Non-Debarment or Suspension (SAM.gov)	FORM H	AJS
9.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	ATTACHMENT B	AJS
10.	Certification of Restrictions on Lobbying	ATTACHMENT B	AJS
11.	Cost Proposal (refer to instructions)	ATTACHMENT A	AJS

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. 1 Date 2/7/2023
Addendum No. 2 Date 2/14/2023
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 SUBSIDUARY 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	ANSER ADVISORY CONSULTING, LLC
Legal Structure (corp./partner/proprietor)	CORPORATION
Principal Office Address	2677 N. Main Street, Suite 400
City, ST, Zip	Santa Ana, CA 92705
Phone Number	737.895.1860
Fax Number	714.276.1135
E-Mail	ADAM.SHAW@ANSERADVISORY.COM
Federal Employer Identification Number	FEIN: 54-2078311
Title of Person Authorized to Sign	CHIEF DELIVERY OFFICER
Print Name of Person Authorized to Sign	ADAM SHAW
Authorized Signature and Date	

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, 20 23

By _____
(Signature of Authorized Official)

ANSERAD-01 EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/16/2023

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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford A(XV)	20478
INSURER B : Continental Insurance Company A(XV)	35289
INSURER C : American Casualty Co of Reading, PA A(XV)	20427
INSURER D : Evanston Insurance Company	35378
INSURER E :	
INSURER F :	

INSURED
Anser Advisory Consulting, LLC
280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, FL 32779

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			7011411355	1/17/2023	1/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7011411369	1/17/2023	1/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7011652381	1/17/2023	1/17/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7011411372	1/17/2023	1/17/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			MKLV7PL0005704	1/17/2023	1/17/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP No. 2022-03

City of Gardena its appointed and elected officers, employees, agents and volunteers are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Gardena
Transportation Department
13999 S. Western Avenue
Gardena, CA 90249

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ANSERAD-01 EMORRIS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ames & Gough	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.

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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**

m

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	24.00	**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 SIGNAURE

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**

OTHER COSTS	**$0.00**

GRAND TOTAL	**$289,960.00**

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:

_____

Clint Osorio, City Manager

DocuSign Envelope ID: 646CA38A-2A54-46FF-84F3-E410DC185B8C

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.

DocuSign Envelope ID: 646CA38A-2A54-46FF-84F3-E410DC185B8C

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:

_____
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)

☐ 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.

☒ 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@BHHSCP.com*

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EQUAL HOUSING OPPORTUNITY

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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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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EQUAL HOUSING OPPORTUNITY

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(I)(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;

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Berkshire Hathaway HomeService, 23530 Hawthorne Blvd Ste #100 Torrance CA 90505 Phone: **(310)210-0957** Fax: **1731 W 162nd**
C. Glen Higuchi
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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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CALIFORNIA ASSOCIATION OF REALTORS®

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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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

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**	$ *625,000.00*	☒ All Cash
B		**Close of Escrow (COE)**	☒ *30* Days after Acceptance OR on ☐ _____ (date) (mm/dd/yyyy)	
C	39A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ ☐ AM/ ☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ *18,750.00* (*3.00* % 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** ☐ _____
D(2)	5A(2)	☐ **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** ☐ _____ (date) **OR** ☐ _____
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate, • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above 17 (or _____) Days after Acceptance	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	**Occupancy Type**	Investment	
F	5D	**Balance of Down Payment**	$ *606,250.00*	
		PURCHASE PRICE TOTAL	$ *625,000.00*	

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	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	**Seller Credit, if any, to Buyer**	☐ $ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	**ADDITIONAL FINANCE TERMS:** _____			
G(3)	21	☐ **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 ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ 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**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or _____) Days after Acceptance	☐ 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**. ☐ **CR attached**
		Informational Access to Property 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.	17 (or _____) Days after Acceptance	
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: ☐ **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	☐ Tenant Occupied Unit(s) to be delivered vacant (#s _____)
M(2)	7C	**Seller Occupied**	Upon notice of recordation, OR ☐ 6 PM or _____ ☐ AM/ ☐ PM COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ 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	

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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:** ☐ _____. ☐ _____. ☐ _____.		
P(2)	9	**Excluded Items:** ☐ _____; ☐ _____; ☐ _____;		
Q	**Allocation of Costs**			
	Paragraph #	**Item Description**	**Who Pays** (if Both is checked, cost to be split equally unless Otherwise Agreed)	**Additional Terms**
Q(1)	10A, 11D	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☐ Provided by: *sellers choice*	☐ Environmental ☐ Other _____
Q(2)	15B(1)(D)	Environmental Survey	☐ Buyer ☐ Seller ☐ Both _____	
Q(3)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☐ Seller ☐ Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale **inspections, reports**	☐ Buyer ☐ Seller ☐ Both _____	
Q(6)	10B(2)(A)	Government Required Point of Sale **corrective/remedial actions**	☐ Buyer ☐ Seller ☐ Both _____	
Q(7)	22B	Escrow Fees	☐ Buyer ☐ Seller ☐ Both _____ ☒ Each to pay their own fees	Escrow Holder: *Neighborhood Escrow*
Q(8)	16	Owner's title insurance policy	☐ Buyer ☒ Seller ☐ Both _____	Title Company (If different from Escrow Holder): *Ticor Title - Debbie Rodriguez*
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(11)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____	
Q(12)	11C(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	☐ Buyer ☐ Seller ☐ 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, ☐ Buyer ☐ Both _____	
Q(16)	10B(4)	Installation of safety features, required by law	☐ Buyer ☐ Seller ☐ Both _____	
Q(17)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
R		**Additional Tenancy Documents:** ☐ Income and Expense Statements ☐ 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.)

- [X] Buyer's Investigation Advisory (C.A.R. Form BIA)
- [X] Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- [X] Wire Fraud Advisory (C.A.R. Form WFA)
- [X] Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)

(Parties may also receive a privacy disclosure from their own Agent.)

- [ ] Wildfire Disaster Advisory (C.A.R. Form WFDA)
- [ ] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- [ ] Trust Advisory (C.A.R. Form TA)
- [ ] Short Sale Information and Advisory (C.A.R. Form SSIA)
- [ ] REO Advisory (C.A.R. Form REO)
- [ ] Probate Advisory (C.A.R. Form PA)
- [ ] Other: _____
- [ ] 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) [X] **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 liened 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. [X] **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*

[X] 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. [X] **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*

[X] 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*

[X] 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@BHHSCP.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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CALIFORNIA ASSOCIATION OF REALTORS®

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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Berkshire Hathaway HomeService, 23530 Hawthorne Blvd Ste #100 Torrance CA 90505 Phone: **(310)210-0957** Fax: **1731 W 162nd**
C. Glen Higuchi
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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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EQUAL HOUSING OPPORTUNITY

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 _____ Date _____
City of Gardena

Buyer _____ Date _____

Seller _____ Date _____
Uyeda Family Revocable Living Trust

Seller _____ Date _____
Uyeda Family Revocable Living Trust

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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 ***C. Glen Higuchi*** DRE Lic # ***00957197*** Date _____

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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. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

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. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

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). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

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 ASSOCIATION OF REALTORS®

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 _____
Uyeda Family Revocable Living Trust

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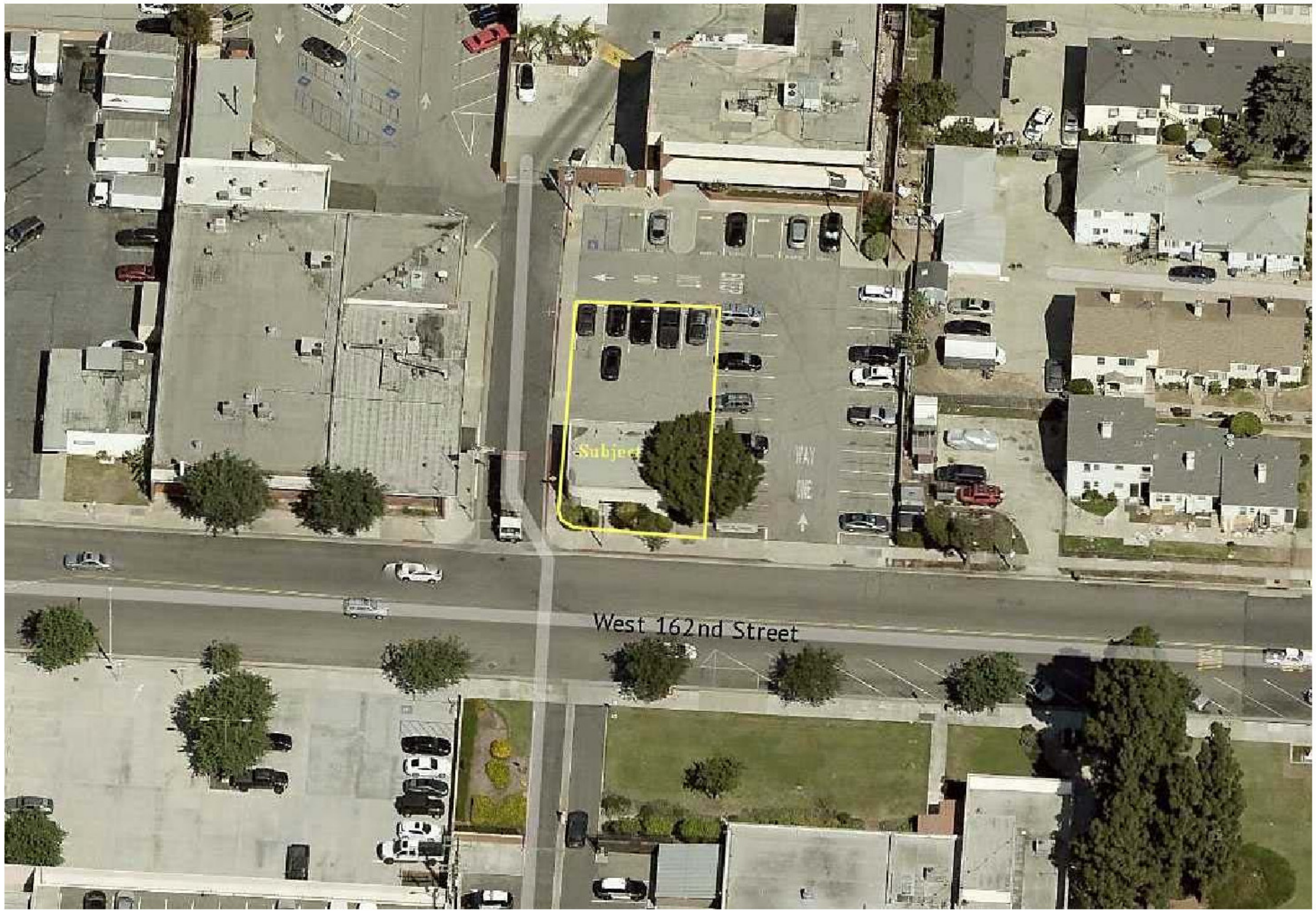
1731 WEST 162ND STREET
GARDENA, CALIFORNIA



Print Form

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: Los Angeles
12400 E. Imperial Hwy, Room 121
Norwalk, CA 90650

From: (Public Agency): City of Gardena
1700 W. 162nd Street
Gardena, CA 90247
(Address)

Project Title: Acquisition of Property

Project Applicant: City of Gardena

Project Location - Specific:
1731 W. 162nd Street, Gardena (APN: 6105-010-066)

Project Location - City: Gardena Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
Acquisition of property by the City for public use, but no specific project at this time.

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 (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: 15061(b)(3)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency Contact Person: Greg Tsujiuchi Area Code/Telephone/Extension: (310) 217-9526

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: Comm. Dev. Director

☐ 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: _____