

### GARDENA CITY COUNCIL

### Regular Meeting Notice and Agenda

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

Tuesday, May 9, 2023 Closed Session 7:00 p.m. 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 <u>publiccomment@cityofgardena.org</u> 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 <a href="mailto:cityclerk@cityofgardena.org">cityclerk@cityofgardena.org</a> at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

### STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

### Thank you for your attendance and cooperation

### 1. ROLL CALL

### 2. CLOSED SESSION

### 2.A CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Clint Osorio, City Manager

Unrepresented Employee: Chief of Police, Michael Saffell

### 2.B CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 14405 S. Vermont Avenue, Gardena, CA 90247

Agency Negotiator: Clint Osorio, City Manager and Greg S. Tsujiuchi, Director of

Community Development

Negotiating Parties: Robert Colacion, Gateway Business Properties and Raysack

Holding LLC.

Under Negotiation: Price and Terms of Payment

### **PUBLIC COMMENT ON CLOSED SESSION**

### CITY ATTORNEY REPORT OUT OF CLOSED SESSION

### 3. PLEDGE OF ALLEGIANCE

Deborah Davies and Raymond Thompson Maria Regina School

### 4. INVOCATION

Pastor Ware FaithWorks AG

#### 5. **PRESENTATIONS**

- 5.A Resolutions of Commendation to Members of the Gardena Police Department in Acknowledgement of Receiving Awards from the South Bay Police and Fire Memorial Foundation at the 47th Annual Medal of Valor Awards Ceremony on May 18, 2023
  - a. Police Officer Ted Shin Life Saving Award
  - b. Police Officer Christopher De La Rosa Life Saving Award resolution\_Officer Shin1 1.pdf

resolution Officer De La Rosa.pdf

#### 6. **PROCLAMATIONS**

- 6.A Asian American & Pacific Islander Heritage Month *To Be Proclaimed Only* PROCLAIMED ONLY AAPI month 2023.pdf
- 6.B Provider Appreciation Day May 10, 2023 *To Be Proclaimed Only* PROCLAIMED ONLY Provider Appreciation Day 2023.pdf
- 6.C Public Works Week May 21 through May 27, 2023 Proclamation - Public Works Week-2023.pdf

### 7. APPOINTMENTS

### 8. **CONSENT CALENDAR**

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

### 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 Approval of Warrants/Payroll Register, May 9, 2023
CONTACT: CITY TREASURER
Warrant-Payroll Register 05-09-23.pdf

8.C Personnel Report P-7 5-09-23

CONTACT: HUMAN RESOURCES PERS RPT P-2023-7 5-09-23.pdf

8.D Approval of Annual/Periodic Event Permit - Carnival, for the 85th Annual Strawberry Park Day Fiesta to be Held May 19th through May 21, 2023, at St. Anthony of Padua Catholic Church (1050 West 163rd Street)

CONTACT: COMMUNITY DEVELOPMENT

St. Anthony's Annual Carnival Application\_Redacted3.pdf
Community Development, Building and Safety Division Memo.pdf
Community Development, Planning Division Memo.pdf

Police Department Memo.pdf L.A. County Fire Department Memo.pdf

8.E SECOND READING AND ADOPTION 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

**CONTACT: POLICE DEPARTMENT** 

Attachment 1 - AB 481.pdf

Attachment 2 - Ordinance 1849\_w Exhibit A.pdf Attachment 3 - AB 481 Annual Report 2022.pdf

8.F Acceptance and Notice of Completion for the PW Yard Workshop HVAC Upgrade Project, JN 521

**CONTACT: PUBLIC WORKS** 

NOC PW Yard Workshop HVAC Proj, JN521.pdf

8.G SECOND READING AND ADOPTION OF ORDINANCE NO. 1852: Amending Section 2.48.020(B) of the Gardena Municipal Code Relating to Membership Eligibility of Youth Commission Members

**CONTACT: RECREATION & HUMAN SERVICES** 

ORDINANCE No. 1852.pdf

- 9. **EXCLUDED CONSENT CALENDAR**
- 10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET
  - 10.A May 2, 2023 MEETING *Meeting Cancelled* 2023 05 02 CANCELLATION.pdf
- 11. ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)

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

11.A PUBLIC COMMENTS

5-4-2023 Regular CC Meeting - Public Comment #1.pdf

- 12. <u>DEPARTMENTAL ITEMS ADMINISTRATIVE SERVICES</u>
- 13. **DEPARTMENTAL ITEMS COMMUNITY DEVELOPMENT** 
  - 13.A Presentation of Environmental Impact Report Preparation for Land Use and Zone Changes Relating to the 2021-2029 Housing Element Update

Staff Recommendation: Receive and File

13.B <u>PUBLIC HEARING:</u> Urgency Ordinance No. 1853, an Ordinance Extending the Moratorium Prohibiting New Significant Tobacco Retail Businesses from Establishing in the City

Staff Recommendation: Staff respectfully recommends that the Council conduct a public hearing and adopt Urgency Ordinance No. 1853, an extension of the moratorium prohibiting any new Significant Tobacco Retailer businesses from establishing in the City

Staff Report - Tobacco Moratorium Extension Ordinance 1853.pdf Ordinance No 1853 Tobacco Moratorium Ordinance Extension SIGNED.pdf Tobacco Hearing Notice.pdf

- 14. <u>DEPARTMENTAL ITEMS ELECTED & CITY MANAGER'S OFFICES</u>
- 15. **DEPARTMENTAL ITEMS POLICE**
- 16. **DEPARTMENTAL ITEMS PUBLIC WORKS** 
  - 16.A Scope for the Council Chamber's Audio and Visual Upgrade Project

City Council provide direction to staff if/how to proceed with the Audio and Visual Upgrades for the Council Chamber.

Vector USA Proposal Council Chamber AV Upgrade

16.B Award Construction Contract for the Local Streets Improvement 2020/2021, 2021/2022, and 2022/2023, JN 987, 994 and 514, to Onyx Paving Company, Inc. in the amount of \$2,424,000. Additionally, Award Construction Management and Inspection Services Contract to Uniplan Engineering Inc., in the amount of \$145,560, Approve the Project Plans & Specifications and Declare California Environmental Quality Act (CEQA) Exemption.

### **Staff Recommendations:**

- Award Construction Contract
- Award Construction Management and Inspection Services
- Approve Project Plans and Specifications
- Declare CEQA Exemption

Onyx Bid Proposal.pdf

Uniplan Proposal for Construction Management and Inspection.pdf

Project Specifications.pdf

Project Location Map.pdf

Notice of Exemption.pdf

Project Plans 1 of 2.pdf

Project Plans 2 of 2.pdf

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES

17.A Approval of Purchase and Installation of Flooring, Painting for the Rowley Park Auditorium and Flooring, Painting and Furniture for the Computer Lab in the Rowley Park Gymnasium as part of the Multi-Park Improvement/Facility Master Plan Study Project JN 967 in the amount of \$90,128.

Staff Recommendation: Approve Purchase from Eyedeal Interiors, Inc. Tony Painting and D & R Office Works, Inc.

Flooring Quote- Eyedeal Furniture Quote- D&R Office Works Painting Quote- Tony Painting

### 18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

18.A Approve Contract Amendment with Trapeze Software Group, Inc. for Scheduling Consulting Services in the Amount of \$149,555

**Staff Recommendation: Approve Contract**Second Amendment to Agreement with Trapeze Software Group.pdf

- 19. **COUNCIL ITEMS**
- 20. **COUNCIL DIRECTIVES**
- 21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS
- 22. **COUNCIL REMARKS** 
  - 1. COUNCIL MEMBER TANAKA
  - 2. COUNCIL MEMBER LOVE
  - 3. COUNCIL MEMBER HENDERSON
  - 4. MAYOR CERDA
  - 5. MAYOR PRO TEM FRANCIS
- 23. ANNOUNCEMENT(S)
- 24. **REMEMBRANCES**
- 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 23, 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 5th day of May 2023

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



## RESOLUTION OF COMMENDATION

the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

**Whereas,** since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 47th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

**Whereas**, at this special ceremony, to be held on Thursday, May 18, 2023, **Gardena Police Officer Ted Shin** will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

whereas, Police Officer Shin was nominated for the award on the basis of his heroic and outstanding actions when, on Thursday, August 4, 2022, he and his partner, Officer Christopher De La Rosa, responded to an emergency call reporting an armed robbery of an armored cash truck at the Hustler Casino in Gardena. The suspects were armed with an AR-15 rifle; and

**Whereas,** Officer Shin and Officer De La Rosa were the first to arrive at the casino. They courageously entered a chaotic scene and located a security guard who had been shot multiple times in the legs and arm. Officer Shin and Officer De La Rosa began assessing the guard and found what appeared to be severe arterial bleeding as a result of the shooting. The officers quickly applied three tourniquets to stop the bleeding; and

whereas, another injured victim, who had fled from the casino, was located at 155th/Berendo. Because of the chaos of the call, and the fact that multiple victims were involved, LA County Fire was delayed in reaching Officer Shin and De La Rosa's more seriously injured victim. Recognizing the confusion surrounding the number and location of victims, the officers contacted Dispatch to confirm that emergency medical services were still on their way to their location. Due to the severity of the victim's injuries and the time delay, it is highly likely that the victim would have bled to death prior to arriving at the hospital if the officers had not acted quickly to provide life-saving aid; and

**Whereas,** Police Officer Ted Shin is commended for his bravery and decisive action in effectively applying life-saving medical care during a high-pressure situation, and is certainly deserving of the *Life Saving Award*, and of public praise and recognition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

# GARDENA POLICE OFFICER TED \$HIN

on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this ninth day of May, 2023.

Councilmember Paulette C. Francis

Councilmember Paulette C. Francis

Councilmember Mark E. H.

Wanda Haul Councilmember Wanda Love



### RESOLUTION OF COMMENDATION

the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

**Whereas,** since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 47th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

**Whereas**, at this special ceremony, to be held on Thursday, May 18, 2023, **Gardena Police Officer Christopher**De La Rosa will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

**Whereas,** Police Officer De La Rosa was nominated for the award on the basis of his heroic and outstanding actions when, on Thursday, August 4, 2022, he and his partner, Officer Ted Shin, responded to an emergency call reporting an armed robbery of an armored cash truck at the Hustler Casino in Gardena. The suspects were armed with an AR-15 rifle; and

**Whereas**, Officer De La Rosa and Officer Shin were the first to arrive at the casino. They courageously entered a chaotic scene and located a security guard who had been shot multiple times in the legs and arm. Officer De La Rosa and Officer Shin began assessing the guard and found what appeared to be severe arterial bleeding as a result of the shooting. The officers quickly applied three tourniquets to stop the bleeding; and

**Whereas,** another injured victim, who had fled from the casino, was located at 155th/Berendo. Because of the chaos of the call, and the fact that multiple victims were involved, LA County Fire was delayed in reaching **Officer De La Rosa** and Officer Shin's more seriously injured victim. Recognizing the confusion surrounding the number and location of victims, the officers contacted Dispatch to confirm that emergency medical services were still on their way to their location. Due to the severity of the victim's injuries and the time delay, it is highly likely that the victim would have bled to death prior to arriving at the hospital if the officers had not acted quickly to provide life-saving aid; and

**Whereas**, Police Officer Christopher De La Rosa is commended for his bravery and decisive action in effectively applying life-saving medical care during a high-pressure situation, and is certainly deserving of the *Life Saving Award*, and of public praise and recognition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

# GARDENA POLICE OFFICER CHRISTOPHER DE LA ROSA

on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this ninth day of May, 2023.

Pul, th C. From Mark E Her

Tabaka Councilmember Wanda Love

### "ASIAN AMERICAN PACIFIC ISLANDER HERITAGE MONTH"

### May 2023

Americans who trace their ancestry to Asia and the Pacific Islands have contributed much to our City, our State, and our Nation. According to 2020 US Census data, the Asian American and Pacific Islanders communities comprise over 25% of the City of Gardena's population.

To honor and celebrate their achievements and contributions that generations of Asian American Pacific Islanders have made to American history, society and culture, Congress, by Public Law 102-450, permanently designated the month of May each year as "Asian/Pacific American Heritage Month."

This year's theme by the Federal Asian Pacific American Council, who represent Asian American & Pacific Islander employees in the Federal and District of Columbia Governments, is "Advancing Leaders Through Opportunity," This year's theme is a continuation of the "Advancing Leaders" theme series which began in 2021.

Their values and commitment to family and community have helped shape and strengthen America; these citizens speak many languages, honor countless traditions, and practice different faiths, but they are bound by a shared commitment to freedom and liberty.

Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim MAY 2023, to be

# ASIAN AMERICAN PACIFIC ISLANDER HERITAGE MONTH

in the City of Gardena, and call upon all residents to recognize the significant cultural, economic, leadership and empowerment impact of the citizens of Asian American and Pacific Islander heritage on this nation and state, and the vital role they have played in shaping the cultural diversity of this community.

### "PROVIDER APPRECIATION DAY"

May 12, 2023

National Providers Appreciation Day is observed every Friday before Mother's Day, and this year it falls on May 12, 2023. On this day, we celebrate all Family Child Care Providers. Provider Appreciation Day was established in 1995 by Sue Williamson, the past president of The National Association of Family Child Care, and this special day has been celebrated each year after since established.

The City of Gardena is pleased to have 21 Providers that are part of the Gardena Family Child Care Program. These 21 providers currently serve 170 children representing 135 families. They are licensed by the State and provide childcare services in their homes.

On this day, we celebrate and honor all the work that Child Care Providers do every day for parents and families across the country. The recent pandemic highlighted even more the importance of childcare for children, working parents, and employers. These 21 Gardena Providers provide activities such as painting, art, gardening, block play, science, puzzles, music and movement, pretend play, a multitude of outdoor activities to help children develop their cognitive, language and literacy, physical, and social emotional skills. We must acknowledge the essential workforce Family Child Care Providers represent and honor their continued commitment to their work.

Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim MAY 12, 2023, to be

# PROVIDER APPRECIATION DAY

in the City of Gardena, and call upon all residents to recognize Family Child Care Providers for their significant and important work provided to many families.



# PROCLAMATION

hereas, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Gardena; and

Whereas, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals who are engineers, managers, and employees at all levels of government and the private sector, and who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

Whereas, it is in the public interest for Gardena's citizens and civic leaders to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

Whereas, the year 2023 marks the 63<sup>rd</sup> Annual National Public Works Week sponsored by the American Public Works and Canadian Public Works Associations.

Now, Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim MAY 21 through May 27, 2023, to be

# PUBLIC WORKS WEEK

in the City of Gardena and call upon all citizens and civic organizations to join in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees to recognize the substantial contributions they make to protect our national health, safety, and quality of life, which so appropriately reflect the 2023 theme:

"Connecting the World Through Public Works"

MAYOR

DATED: 9th day of May, 2023

### **MEMORANDUM**

TO:

Honorable Mayor and City Council

FROM:

City Treasurer's Office

DATE:

May 4, 2023

SUBJECT:

WARRANT REGISTER PAYROLL REGISTER

May 9, 2023

TOTAL WARRANTS ISSUED:

\$1,899,062.54

Wire Transfer:

12381-12393

Prepay:

171564-171566

Check Numbers:

171567-171725

Checks Voided:

Total Pages of Register: 19

May 5, 2023

TOTAL PAYROLL ISSUED:

\$1,713,833.16

Guy Mato City Treasurer

CC:

City Clerk

vchlist

05/04/2023 1:28:46PM

### Voucher List CITY OF GARDENA

Bank code :

usb

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Voucher	Date	Vendor	Invoice	PO#	Description/Account		Amount
12381	4/19/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	041923		HEALTH INSURANCE CLAIMS	Total :	2,000.00 <b>2,000.00</b>
12382	4/19/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSU	5 365990091905		HEALTH INSURANCE CLAIMS	Total :	6,146.16 <b>6,146.16</b>
12383	4/20/2023	101641 CALPERS	100000017131062		2023 REPLACEMENT BENEFIT	Total :	10,982.43 <b>10,982.43</b>
12384	4/7/2023	112326 LWP CLAIMS SOLUTIONS INC.	04062023		WORKERS' COMP CLAIMS	Total :	50,000.00 <b>50,000.00</b>
12385	4/20/2023	112326 LWP CLAIMS SOLUTIONS INC.	042023		WORKERS' COMP CLAIMS	Total :	7,969.33 <b>7,969.33</b>
12386	4/24/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4775		HEALTH INSURANCE CLAIMS	Total :	3,030.21 <b>3,030.21</b>
12387	4/25/2023	112326 LWP CLAIMS SOLUTIONS INC.	042423		WORKERS' COMP CLAIMS	Total :	15,436.96 <b>15,436.96</b>
12388	4/25/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	042523		HEALTH INSURANCE CLAIMS	Total :	69,057.67 <b>69,057.67</b>
12389	4/25/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSU	5 365995486117		HEALTH INSURANCE CLAIMS	Total :	26,064.15 <b>26,064.15</b>
12390	4/26/2023	112326 LWP CLAIMS SOLUTIONS INC.	042523		WORKERS' COMP CLAIMS	Total :	7,315.11 <b>7,315.11</b>
12391	4/27/2023	112326 LWP CLAIMS SOLUTIONS INC.	042723		WORKERS' COMP CLAIMS	Total :	31,187.14 <b>31,187.14</b>
12392	5/1/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	042723		HEALTH INSURANCE CLAIMS	Total :	3,633.94 <b>3,633.94</b>
12393	5/1/2023	112326 LWP CLAIMS SOLUTIONS INC.	050123		WORKERS' COMP CLAIMS		29,823.60

05/04/2023

2

Bank code: usb

1:28:46PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
12393	5/1/2023	112326 112326 LWP CLAIMS SOLUTIONS INC.	(Continued)			Total :	29,823.60
171564	4/25/2023	112504 MONTEZ, BRIDGETT S.	3041648JM		FINAL SETTLEMENT	Total :	15,537.27 <b>15,537.27</b>
171565	5/1/2023	100942 GARDENA ELKS LODGE 1919	CERDA 22/23		ANNUAL MEMBERSHIP FEE	Total :	155.00 <b>155.00</b>
171566	5/2/2023	112495 ALOS, ERIK	042623	035-01228	PROFESSIONAL SERVICES	Total :	5,000.00 <b>5,000.00</b>
171567	5/9/2023	112177 ADVANCE AUTO PARTS	8655301153791		GTRANS AUTO PARTS	Total :	44.10 <b>44.10</b>
171568	5/9/2023	101748 AFTERMARKET PARTS COMPANY LLC, THE	82956029 82985834 82985908 82989767 82993262 82994449 83001474 83001660	037-10167 037-10167 037-10167 037-10167 037-10167 037-10167 037-10167	GTRANS AUTO PARTS	Total :	596.69 242.75 102.09 18.56 191.40 385.08 1,135.24 120.68 <b>2,792.49</b>
171569	5/9/2023	101338 ALCO TARGET COMPANY	71541		PD TRAINING SUPPLIES	Total :	237.55 <b>237.55</b>
171570	5/9/2023	100925 AMERICAN MOVING PARTS	01A143613		GTRANS AUTO PARTS	Total :	350.00 <b>350.00</b>
171571	5/9/2023	101628 AQUA-FLO SUPPLY	SCM0173641 SCM0173642	G G G	PARK MAINT SUPPLIES PARK MAINT SUPPLIES		-56.76 -237.48
			SI2073309 SI2081499 SI2081500	J	PARK MAINT SUPPLIES PARK MAINT SUPPLIES PARK MAINT SUPPLIES		293.82 156.55 99.79

Voucher List CITY OF GARDENA

05/04/2023 1:28:46PM

Bank code :

usb

Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
171571	5/9/2023	101628 AQUA-FLO SUPPLY	(Continued)			
			SI2081503		PARK MAINT SUPPLIES	237.48
					Total :	493.40
171572	5/9/2023	108625 ARAD OIL INC.	FEBRUARY 2023		PD FLEET CAR WASH	180.00
					Total :	180.00
171573	5/9/2023	112509 ARDON, CHANEL	PERMIT #50022-0392		PERMIT DEPOSIT REFUND - 2057 W 14	7,500.00
			PERMIT #50022-0392.		PERMIT FEES REFUND - 2057 W 144TH	2,812.40
					Total :	10,312.40
171574	5/9/2023	104687 AT&T	19699802		TELEPHONE	396.65
			19798518		TELEPHONE	401.63
			19798519		TELEPHONE	415.81
			19798829		TELEPHONE	18,647.96
			19801638		TELEPHONE	534.75
			19829259		TELEPHONE	31.43
			19829260		TELEPHONE	80.54
			19829274		TELEPHONE	31.43
			19829282		TELEPHONE	31.43
			19829283		TELEPHONE	82.53
			19845492		TELEPHONE	366.55
					Total :	21,020.71
171575	5/9/2023	111170 AT&T FIRSTNET	287293416290X014023		PD CELL PHONE ACCT #287293416290	1,882.55
			287293420631X4102023		PD CELL PHONE ACCT #287293420631	148.58
			287295242065X031023		PD CELL PHONE ACCT #287295242065	897.07
			287295242065X4102023		PD CELL PHONE ACCT #287295242065	261.27
					Total :	3,189.47
171576	5/9/2023	100474 AT&T LONG DISTANCE	041223		TELEPHONE	66.25
			455373		LEA TRACKING	400.00
					Total :	466.25
171577	5/9/2023	100964 AT&T MOBILITY	287275680401X020123		PD CELL PHONE ACCT #287275680401	146.59
			287275680401X050123		PD CELL PHONE ACCT #287275680401	147.70
			828667974X04162023		CM CELL PHONE ACCT #828667974	86.46

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171577	5/9/2023	100964 AT&T MOBILITY	(Continued) 835577878X03012023 835577878X04012023 835577878X05012023		PD CELL PHONE ACCT #835577878 PD CELL PHONE ACCT #835577878 PD CELL PHONE ACCT #835577878	622.59 1,021.49 638.24
			030377070703012020		Total:	2,663.07
171578	5/9/2023	110686 AZTECH ELEVATOR COMPANY	AZ17757 AZ17758 AZ17759 AZ17760	024-00844 024-00844 024-00844 024-00844	ELEVATOR MAINTENANCE - NCC ELEVATOR MAINTENANCE - PW ELEVATOR MAINTENANCE - CH ELEVATOR MAINTENANCE - NCC Total :	285.00 285.00 100.00 100.00 <b>770.00</b>
171579	5/9/2023	112503 BARENTINE, LINDA	DECEMBER 2022		VOLUNTEER DRIVER  Total:	21.00 <b>21.00</b>
171580	5/9/2023	103641 BECNEL UNIFORMS	55520 56099 56574		BUS UNIFORM SUPPLIES BUS UNIFORM SUPPLIES BUS UNIFORM SUPPLIES Total:	430.33 4.93 27.32 <b>462.58</b>
171581	5/9/2023	107747 BENGAR PRODUCTIONS	7176 7177		EMBROIDERY - REC STAFF JACKETS EMBROIDERY - YOUTH LEADER POLO: Total:	1,105.00 1,207.00 <b>2,312.00</b>
171582	5/9/2023	102331 BLUE DIAMOND MATERIALS	3102816		STREET MAINT SUPPLIES  Total:	322.63 <b>322.63</b>
171583	5/9/2023	112451 BLUE RIDGE ARMOR LLC	2974	035-01212	PD SWAT EQUIPMENT  Total:	13,712.00 <b>13,712.00</b>
171584	5/9/2023	111875 BOA ARCHITECTURE	22-2960-2 22-2960-3	024-00806 024-00806	FEASIBILITY STUDY - ROSECRANS CO FEASIBILITY STUDY - ROSECRANS CO <b>Total</b> :	8,500.00 23,400.00 <b>31,900.00</b>
171585	5/9/2023	109377 BOB BARKER COMPANY, INC.	INV1891658		JAIL PROGRAM SUPPLIES  Total:	394.15 <b>394.15</b>
171586	5/9/2023	111902 BPR CONSULTING GROUP LLC	621	032-00114	CONSULTING SERVICES - MARCH 2020	64,161.54

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171586	5/9/2023	111902 111902 BPR CONSULTING GROUP LLC	(Continued)		Total :	64,161.54
171587	5/9/2023	112499 BYE BYE HOUSE, INC.	PERMIT #50022-1193		PERMIT DEPOSIT REFUND - 13008 CAS  Total:	5,000.00 <b>5,000.00</b>
171588	5/9/2023	112514 CABRERA, JOSMELYE	042623		MGMT ANNUAL HEALTH BENEFIT  Total:	200.00 <b>200.00</b>
171589	5/9/2023	103383 CALPORTLAND	95858571		STREET MAINT SUPPLIES  Total:	779.37 <b>779.37</b>
171590	5/9/2023	110538 CANNON COMPANY	83942 84057 84208 84216	024-00628 024-00927 024-00821 024-00788	170TH STREET IMPROVEMENT JN944 ARTESIA BLVD. STREET IMPROVEMEN RBB ARTERIAL IMPROVEMENT PROJEISTORM DRAIN CATCH BASIN SCREEN Total:	28.75 205.00 1,922.30 101.00 <b>2,257.05</b>
171591	5/9/2023	111919 CANNON CONSTRUCTORS SOUTH INC.	PERMIT #50021-0656		PERMIT PLAN CHECK FEES REFUND - Total :	704.00 <b>704.00</b>
171592	5/9/2023	108378 CHARLES E. THOMAS COMPANY INC.	96501	037-10158	DESIGNATED OPERATOR SERVICES  Total:	575.65 <b>575.65</b>
171593	5/9/2023	308112 CITY OF HAWTHORNE	2023-0213 GPD	035-01213	PD MEDICAL DIRECTOR SERVICES  Total:	25,000.00 <b>25,000.00</b>
171594	5/9/2023	312105 CITY OF LOS ANGELES	MA230000065		TRAFFIC SIGNAL MAINTENANCE & OPI Total :	852.83 <b>852.83</b>
171595	5/9/2023	104338 CODE PUBLISHING, INC.	GC00121297		MUNICIPAL CODE - ANNUAL WEB FEE  Total:	940.00 <b>940.00</b>
171596	5/9/2023	103461 CPS	INV002033		TESTING MATERIALS  Total:	874.50 <b>874.50</b>
171597	5/9/2023	105935 CRAFCO, INC.	9402891340		STREET MAINT SUPPLIES  Total:	307.09 <b>307.09</b>

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171598	5/9/2023	103512 CRENSHAW LUMBER CO.	76936 77344		TREE PROGRAM SUPPLIES STREET MAINT SUPPLIES Total:	115.63 176.40 <b>292.03</b>
171599	5/9/2023	103353 CRM COMPANY, LLC.	LA22327		SCRAP TIRE DISPOSAL FEE  Total:	69.50 <b>69.50</b>
171600	5/9/2023	111938 DANDOY GLASS	20873		BUILDING WINDOW BOARD UP  Total:	490.00 <b>490.00</b>
171601	5/9/2023	110844 DATA GEAR, INC.	44027 44035	035-01171 035-01171	VIDEO POLICING SYSTEM MAINTENAN VIDEO POLICING SYSTEM MAINTENAN <b>Total</b> :	12,976.98 1,580.80 <b>14,557.78</b>
171602	5/9/2023	111377 DE NOVO PLANNING GROUP	3776 3824	032-00088 032-00088	PROFESSIONAL SERVICES - GARDEN/ PROFESSIONAL SERVICES - GARDEN/ Total :	14,942.00 8,147.75 <b>23,089.75</b>
171603	5/9/2023	303459 DEPARTMENT OF JUSTICE	632704	035-01214	FINGERPRINT APPS - JANUARY 2023 Total :	2,048.00 <b>2,048.00</b>
171604	5/9/2023	312117 DEPARTMENT OF WATER & POWER	042423		LIGHT & POWER  Total:	92.32 <b>92.32</b>
171605	5/9/2023	110849 DMS CONSULTANTS CIVIL, ENGINEERS, INC	GA-004-6	024-00800	CONSULTANT SERVICES - LOCAL STRI Total :	4,160.00 <b>4,160.00</b>
171606	5/9/2023	109416 ESSPORTS	11616 11620		CUSTOM GRAPHICS FOR UNIT P23 CUSTOM GRAPHICS FOR UNIT P24 <b>Total</b> :	296.20 143.50 <b>439.70</b>
171607	5/9/2023	110979 EAST-WEST EYE INSTITUTE INC	BL #29908.		REFUND - BUSINESS LICENSE OVERPA	1,130.50 <b>1,130.50</b>
171608	5/9/2023	110534 EL DORADO NATIONAL	90793509		GTRANS BUS VEHICLE SUPPLIES  Total:	579.64 <b>579.64</b>
171609	5/9/2023	105778 ENNIS PAINT, INC.	443473		STREET MAINT SUPPLIES	1,320.24

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171609	5/9/2023	105778 105778 ENNIS PAINT, INC.	(Continued)		Total :	1,320.24
171610	5/9/2023	106129 FEDEX	8-099-91549 8-100-01285 8-100-99166		SHIPPING SERVICES SHIPPING SERVICES SHIPPING SERVICES Total:	35.25 130.49 78.76 <b>244.50</b>
171611	5/9/2023	112496 FESTIVAL OF ARTS OF LAGUNA, BEACH	23-618902		GARDENA-ON-THE-GO SENIOR TRIP  Total:	1,740.00 <b>1,740.00</b>
171612	5/9/2023	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLI	UT 2511202303		DRUG TEST/ADMIN FEE  Total:	22.08 <b>22.08</b>
171613	5/9/2023	112157 FIRST TWO	1915	035-01209	DB INVESTIGATIONS SOFTWARE  Total:	3,600.00 <b>3,600.00</b>
171614	5/9/2023	106545 FLEETPRIDE, INC	9188		PW AUTO PARTS  Total:	822.33 <b>822.33</b>
171615	5/9/2023	106334 FLORENCE FILTER CORPORATION	00030		GTRANS AUTO PARTS  Total:	603.91 <b>603.91</b>
171616	5/9/2023	112566 GALLS, LLC	BC1833554 BC1845767 BC1847823		PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES Total:	191.02 385.86 385.86 <b>962.74</b>
171617	5/9/2023	108183 GARDENA ACE HARDWARE	91199		STREET MAINT SUPPLIES  Total:	50.03 <b>50.03</b>
171618	5/9/2023	107030 GARDENA AUTO PARTS	166716 167112		PW AUTO PARTS PW AUTO PARTS Total:	54.35 49.60 <b>103.95</b>
171619	5/9/2023	112498 GARDENA PROFESSIONAL MEDICAL, PLAZ	A, PERMIT #50022-0491		PERMIT DEPOSIT REFUND - 1045 W RE	5,000.00 <b>5,000.00</b>
171620	5/9/2023	107011 GARDENA VALLEY NEWS, INC.	00129239		NOTICE INVITING BIDS - VERMONT AVI	1,393.00

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171620	5/9/2023	107011 GARDENA VALLEY NEWS, INC.	(Continued) 00129260 00129307 00129541 00129603 00129703 00129704 00129705 00129900 00129901 00130044		COMMUNITY ENGAGEMENT SESSION NOTICE INVITING BIDS - LOCAL STREE SUMMARY OF URGENCY ORDINANCE NOTICE OF PUBLIC HEARING - NOTICE OF PUBLIC HEARING - CUP #1 NOTICE OF PUBLIC HEARING - CUP #2 NOTICE OF PUBLIC HEARING - CUP #3 NOTICE OF PUBLIC HEARING - CUP #7 NOTICE OF PUBLIC HEARING - TOTAL NOTICE OF PUBLIC HEARING -	147.00 2,096.50 129.50 154.00 133.00 133.00 196.00 504.00 210.00 <b>5,229.00</b>
171621	5/9/2023	111964 GCAP SERVICES, INC.	12	037-10116	CNG PROJECT LABOR COMPLIANCE A Total:	332.50 <b>332.50</b>
171622	5/9/2023	106470 GILLIG LLC	41028784	037-10174	GTRANS AUTO PARTS  Total:	84.22 <b>84.22</b>
171623	5/9/2023	100640 GNA-BROOK FIRE PROTECTION INC.	28401061	035-01210	ANNUAL FIRE EXTINGUISHER SERVICI Total:	2,235.68 <b>2,235.68</b>
171624	5/9/2023	619004 GOLDEN STATE WATER CO.	042123		WATER Total:	9,458.46 <b>9,458.46</b>
171625	5/9/2023	112380 GOLDFARB & LIPMAN LLP	463308	032-00128	AFFORDABLE HOUSING SERVICES  Total:	1,350.50 <b>1,350.50</b>
171626	5/9/2023	110364 GOMEZ, CLAUDIA	041823		TRAINING - PARKING FEE REIMBURSE <b>Total</b> :	80.00 <b>80.00</b>
171627	5/9/2023	112502 GORDON, CHRISTOPHER	SPRING 2023		EDUCATIONAL REIMBURSEMENT  Total:	223.00 <b>223.00</b>
171628	5/9/2023	107513 GRAINGER	9633679239 9675755830 9677289424 9677657109		BUS FACILITY SUPPLIES STREET MAINT SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	770.94 128.78 52.45 78.47

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171628	5/9/2023	107513 107513 GRAINGER	(Continued)		Total :	1,030.64
171629	5/9/2023	108246 HARRIS & ASSOCIATES	57247	032-00104	CEQA REPORT - HITCO PROJECT - 160  Total :	3,510.00 <b>3,510.00</b>
171630	5/9/2023	112076 HERNANDEZ, ROSA	008		INTERN SERVICES - 03/30-04/12/23 INTERN SERVICES - 04/13-04/26/23 <b>Total</b> :	1,491.00 1,375.50 <b>2,866.50</b>
171631	5/9/2023	108434 HOME DEPOT CREDIT SERVICES	0541459 2901025 03/21/23 5343314 7314263 7410164 7944966 9942941		BLDG MAINT SUPPLIES REC PROGRAM SUPPLIES HOME IMPROVEMENT PROGRAM BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES CUSTODIAL SUPPLIES  Total:	55.58 27.51 182.62 13.88 219.33 130.10 25.35 <b>654.37</b>
171632	5/9/2023	112478 IDEMIA IDENTITY & SECURITY USA	151927	035-01215	PD LIVESCAN SUPPLIES  Total:	6,069.45 <b>6,069.45</b>
171633	5/9/2023	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	40190		SERVICE CALL  Total:	266.26 <b>266.26</b>
171634	5/9/2023	110222 INTERAMERICAN MOTOR, LLC	102849568		GTRANS AUTO PARTS  Total:	56.35 <b>56.35</b>
171635	5/9/2023	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO	O. 140075242		GTRANS AUTO PARTS  Total:	1,634.02 <b>1,634.02</b>
171636	5/9/2023	108555 JALISCO TIRE & AUTO REPAIR	22723 33123		FLAT REPAIR FLAT REPAIR <b>Total</b> :	10.00 15.00 <b>25.00</b>
171637	5/9/2023	110853 JONES & MAYER	103808 115364 115367		ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES	310.13 297.15 6,726.51

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171637	5/9/2023	110853 110853 JONES & MAYER	(Continued)		Total :	7,333.79
171638	5/9/2023	211429 KEMP, TAMARA	MAR-APR 2023		DANCE INSTRUCTOR  Total:	2,340.00 <b>2,340.00</b>
171639	5/9/2023	110385 KIMLEY-HORN AND ASSOCIATES, INC	24573276	032-00102	DEVELOPMENT SERVICES - NORMANI Total :	21,845.71 <b>21,845.71</b>
171640	5/9/2023	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	23031304510 23031304803 23041005155 23041005535	024-00878 024-00878 024-00878 024-00878	INDUSTRIAL WASTE SERVICES TRAFFIC SIGNAL MAINT-HIGHWAY SAF INDUSTRIAL WASTE SERVICES TRAFFIC SIGNAL MAINT-HIGHWAY SAF Total:	19,331.46 1,808.52 12,221.20 2,824.86 <b>36,186.04</b>
171641	5/9/2023	312039 L.A. COUNTY FIRE DEPARTMENT	C0011153	023-01387	FIRE PROTECTION SERVICES - JUNE 2  Total:	838,844.13 <b>838,844.13</b>
171642	5/9/2023	312113 L.A. COUNTY SHERIFF'S DEPT	232273BL		INMATE MEAL DELIVERY PROGRAM - F Total :	1,019.02 <b>1,019.02</b>
171643	5/9/2023	112454 LBIW, INC.	0089287		SEWER PROGRAM SUPPLIES  Total:	1,497.20 <b>1,497.20</b>
171644	5/9/2023	110920 LIBERTY MANUFACTURING, INC	553	035-01211	PD RANGE SERVICES  Total:	2,195.28 <b>2,195.28</b>
171645	5/9/2023	109517 LOAD N' GO BUILDING MATERIALS	26192		STREET MAINT SUPPLIES  Total:	72.17 <b>72.17</b>
171646	5/9/2023	312665 LOS ANGELES SUPERIOR COURT	JAN-MAR 2023	035-01174	PARKING CITATION SURCHARGE  Total:	44,016.50 <b>44,016.50</b>
171647	5/9/2023	112607 LUMINATOR TECHNOLOGY GROUP INC	609058	037-10226	GTRANS BUS CAMERA PM & MONITOR Total:	34,200.00 <b>34,200.00</b>
171648	5/9/2023	112326 LWP CLAIMS SOLUTIONS INC.	21463	023-01421	WORKERS' COMP CLAIMS ADMINISTR/ Total :	20,666.00 <b>20,666.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171649	5/9/2023	109203 MAKAI SOLUTIONS	SD1216	037-10163	FACILITIES & EQUIPMENT MAINTENAN Total:	594.00 <b>594.00</b>
171650	5/9/2023	113064 MCMASTER-CARR SUPPLY COMPANY	96112126		GTRANS SHOP SUPPLIES  Total:	220.91 <b>220.91</b>
171651	5/9/2023	110206 MICHELIN NORTH AMERICA, INC.	DA0054587947	037-10172	GTRANS' BUS TIRE LEASE SERVICES - Total :	9,014.32 <b>9,014.32</b>
171652	5/9/2023	111749 MIDWEST BUS CORPORATION	55478		GTRANS AUTO SUPPLIES  Total:	395.00 <b>395.00</b>
171653	5/9/2023	112511 MITCHELL, CHARLES	CLAIM #3041595JM		FINAL SETTLEMENT  Total:	453.80 <b>453.80</b>
171654	5/9/2023	109625 MK BUILDERS & SERVICES, INC.	2023116	035-01218	PD BLDG PAINT SERVICES  Total:	2,400.00 <b>2,400.00</b>
171655	5/9/2023	112058 MOBILE CAR & TRUCK WASH JBT	2171 2183	037-10184 037-10184	40' BUS INTERIOR DETAILING 40' BUS INTERIOR DETAILING Total:	3,252.38 2,787.75 <b>6,040.13</b>
171656	5/9/2023	107505 MOUSER ELECTRONICS, INC.	73127536		GTRANS AUTO SUPPLIES  Total:	126.24 <b>126.24</b>
171657	5/9/2023	113295 MUNISERVICES, LLC	INV06-016373 INV06-16372		UUT WIRED COMPLIANCE SERVICES UUT CELLULAR COMPLIANCE SERVICI Total:	561.47 640.52 <b>1,201.99</b>
171658	5/9/2023	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	662509 664957		PROPANE GAS PROPANE GAS Total:	395.43 115.51 <b>510.94</b>
171659	5/9/2023	110685 NRM & ASSOCIATES	012-2023	037-09847	PROJECT MANAGEMENT SERVICES F( Total:	1,250.00 <b>1,250.00</b>
171660	5/9/2023	111370 NV5 INC.	325948	024-00911	CONSULTING SERVICES - ARTESIA LAI	10,250.00

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171660	5/9/2023	111370 111370 NV5 INC.	(Continued)		Total :	10,250.00
171661	5/9/2023	110575 OCCUPATIONAL HEALTH CENTERS, OF CALII	F 78892615		RANDOM TESTING	462.00
			78969853		PHYSICAL EXAM	111.00
			78970085		RANDOM TESTS	794.00
					Total :	1,367.00
171662	5/9/2023	115168 OFFICE DEPOT	304685608		PD OFFICE SUPPLIES	50.91
			305114761		PD OFFICE SUPPLIES	30.91
			305117115		PD OFFICE SUPPLIES	297.65
			305823502		HR OFFICE SUPPLIES	51.34
			305826533		HR OFFICE SUPPLIES	24.46
			305898415		BUS OFFICE SUPPLIES	393.35
			306615156		PD OFFICE SUPPLIES	247.33
			308378821		BUS OFFICE SUPPLIES	84.80
					Total :	1,180.75
171663	5/9/2023	112501 OLMEDO, JOSE DE JESUS	CIT #366134028		REFUND - CITATION PAID TWICE	47.00
					Total :	47.00
171664	5/9/2023	111358 O'REILLY AUTO PARTS	322164		PW AUTO PARTS	59.99
			322637		PW AUTO PARTS	35.57
			322644		PW AUTO PARTS	9.22
			324064		PW AUTO PARTS	36.44
			324065		PW AUTO PARTS	38.32
			324084		PW AUTO PARTS	207.40
					Total :	386.94
171665	5/9/2023	115810 ORKIN PEST CONTROL	242425960		PEST CONTROL - ACCT #27336703	283.99
					Total :	283.99
171666	5/9/2023	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	Г 04/03-04/26/23		GYMNASTICS INSTRUCTOR SERVICES	6,579.00
					Total :	6,579.00
171667	5/9/2023	116140 PETE'S ROAD SERVICE, INC.	0662477		SERVICE CALL - STREET SWEEPER	1,240.87
					Total :	1,240.87
171668	5/9/2023	108600 PHOENIX GROUP INFORMATION, SYSTEMS	022023211	035-01175	PARKING CONTRACT SERVICES - FEBI	8,475.60

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Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
171668	5/9/2023	108600 PHOENIX GROUP INFORMA	ATION, SYSTE (Continued)		Total :	8,475.60
171669	5/9/2023	112214 PLACIDO, GEORGINA	04/11-04/14		2023 CITY CLERKS ASSOC. OF CA ANN	346.00
					Total :	346.00
171670	5/9/2023	112476 PODS ENTERPRISES, LLC	004421367		CDD REMODEL PROJECT	299.97
			004578352		CDD REMODEL PROJECT	163.20
					Total :	463.17
171671	5/9/2023	106092 PRUDENTIAL OVERALL SUPPLY	42824538		UNIFORM & SUPPLY RENTAL	349.51
			42825031		UNIFORM & SUPPLY RENTAL	139.19
			42825032		UNIFORM & SUPPLY RENTAL	41.46
			42825033		SUPPLY RENTAL - MATS - GTRANS	50.10
			42825034		SUPPLY RENTAL - MATS - NCC	13.65
			42825035		SUPPLY RENTAL - MATS - CH	19.00
			42825036		SUPPLY RENTAL - MATS - PD	91.60
			42825037		SUPPLY RENTAL - MATS - HS	11.60
			42826622		UNIFORM & SUPPLY RENTAL	776.18
			42826773		UNIFORM & SUPPLY RENTAL	139.19
			42826774		UNIFORM & SUPPLY RENTAL	41.46
			42826775		SUPPLY RENTAL - MATS - GTRANS	50.10
					Total :	1,723.04
171672	5/9/2023	114143 QUADIENT LEASING USA, INC	N9904282		POSTAGE MAILING MACHINE LEASE #I	790.67
					Total :	790.67
171673	5/9/2023	111574 RACE COMMUNICATIONS	RC890984	023-01405	FIBER INTERNET SERVICES - MAY 202	5,648.62
					Total :	5,648.62
171674	5/9/2023	100147 RCI IMAGE SYSTEMS	77260		PREP & SCANNING - BUILDING PLANS	383.79
					Total :	383.79
171675	5/9/2023	100836 RESOURCE BUILDING MATERIALS	3564107		PARK MAINT SUPPLIES	162.77
			3570105		STREET MAINT SUPPLIES	122.83
			3570240		STREET MAINT SUPPLIES	12.36
					Total :	297.96
171676	5/9/2023	108739 REVENUE & COST SPECIALISTS, LLC	9126	023-01431	USER FEE STUDY & CAP	7,437.50

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Voucher	Date	Vendor	Invoice		PO #	Description/Account	Amount
171676	5/9/2023	108739 108739 REVENUE & COST SPECIALIST:	S, LLC (C	Continued)		Total :	7,437.50
171677	5/9/2023	109668 RHEE, KATHERINE	03/13-03/17			TTC TRAINING	326.54
			04/10-04/13			CCAC CONFERENCE 2023 - PER DIEM	200.00
			09/12-09/16			TTC TRAINING	317.46
						Total :	844.00
171678	5/9/2023	118476 RICOH USA, INC.	9031700115			RICOH MPC6502SP COPIER BASE LEA	828.05
			9031700117			RICOH MPC3503 COPIER LEASE - CLEI	878.65
			9031700118			RICOH MPC3503 COPIER LEASE - CD~	499.15
			9031700130			RICOH PRO8100SE COPIER LEASE - PI	459.79
			9031700138			RICOH MPC3503 COPIER LEASE - CM	1,021.36
			9031712343			RICOH MPC3503 COPIER LEASE - PW~	325.96
			9031712553			RICOH MPC3503 COPIER LEASE - CHIE	157.41
			9031712600 9031712687			RICOH MPC3503 COPIER LEASE - REC RICOH MPC6003 COPIER LEASE - PD \$	1,030.61 259.91
			9031712007			Total:	5,460.89
						TOTAL .	5,460.69
171679	5/9/2023	102988 RODRIGUEZ, DANNY	04/26-05/01			2023 CMTA CONFERENCE - TRANSPOF	147.91
						Total :	147.91
171680	5/9/2023	119126 S.B.R.P.C.A.	04268		035-01221	PD AUTO PARTS	3,721.00
			04274		035-01220	PD VEHICLE BUILD OUT	23,039.99
						Total :	26,760.99
171681	5/9/2023	119126 S.B.R.P.C.A.	04272		035-01219	PD VEHICLE BUILD OUT	20,187.17
						Total :	20,187.17
171682	5/9/2023	119126 S.B.R.P.C.A.	04275		035-01226	PD VEHICLE BUILD OUT	17,099.39
			04295		035-01222	Q2 FY 2023 - PD VEHICLE BUILD OUT	17,398.07
						Total :	34,497.46
171683	5/9/2023	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	C 94487			BLDG MAINT SUPPLIES	11.03
			94503			SERVICE CALL	500.00
			94509			BLDG MAINT SUPPLIES	1,898.51
						Total :	2,409.54
171684	5/9/2023	119015 SAFETY-KLEEN CORPORATION	91139289			SERVICE AQUEOUS PARTS WASHER	1,144.39

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**Voucher List CITY OF GARDENA** 

05/04/2023 1:28:46PM

Bank code :	usb					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171684	5/9/2023	119015 SAFETY-KLEEN CORPORATION	(Continued) 91460559		SERVICE AQUEOUS PARTS WASHER  Total:	396.29 <b>1,540.68</b>
171685	5/9/2023	119016 SAM'S CLUB	3226 4857 4967 6660		PW DEPT SUPPLIES PW DEPT SUPPLIES PW DEPT SUPPLIES PW DEPT SUPPLIES Total:	27.21 72.08 78.43 105.86 283.58
171686	5/9/2023	107736 SEQUEL CONTRACTORS, INC.	RETENTION JN 944		170TH STREET IMPROVEMENT PROJE Total :	35,918.26 <b>35,918.26</b>
171687	5/9/2023	107006 SHAMROCK COMPANIES	2672620		STREET MAINT SUPPLIES  Total:	572.20 <b>572.20</b>
171688	5/9/2023	110731 SHAW HR CONSULTING, INC	005135 005196 005538 005702 005764 007799		PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES	35.00 17.50 87.50 280.00 297.50 507.50 <b>1,225.00</b>
171689	5/9/2023	112400 SITEONE LANDSCAPE SUPPLY, LLC	128371247-001		PARK MAINT SUPPLIES  Total:	1,060.02 <b>1,060.02</b>
171690	5/9/2023	119378 SMARDAN SUPPLY CO.	S3950952		BLDG MAINT SUPPLIES  Total:	34.64 <b>34.64</b>
171691	5/9/2023	619003 SOUTHERN CALIFORNIA EDISON	042823		LIGHT & POWER  Total:	15,887.33 <b>15,887.33</b>
171692	5/9/2023	108238 SPARKLETTS	14211220 041923 15638236 042123		DRINKING WATER FILTRATION SYSTEM DRINKING WATER FILTRATION SYSTEM Total:	42.99 43.00 <b>85.99</b>
171693	5/9/2023	104126 SPECTRUM	0027122041123		CABLE & BACKUP INTERNET SERVICE	4,138.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171693	5/9/2023	104126 SPECTRUM	(Continued) 0851122031223 0851122041223		CABLE SERVICES - PD CABLE SERVICES - PD Total:	83.54 83.54 <b>4,305.62</b>
171694	5/9/2023	119548 ST. JOHN LUTHERAN CHURCH	MAY 2023		SENIOR CITIZENS DAY CARE  Total:	750.00 <b>750.00</b>
171695	5/9/2023	119594 STANLEY PEST CONTROL	COG 0423 COG 0423-1		PEST CONTROL SERVICE - 1670 W 162 PEST CONTROL SERVICE -2320 W 149' Total:	654.00 117.00 <b>771.00</b>
171696	5/9/2023	109877 STATEWIDE TRAFFIC SAFETY, AND SIGNS IN	N( 02031671		SIGNS/SIGNALS SUPPLIES  Total:	1,514.49 <b>1,514.49</b>
171697	5/9/2023	119662 STUDIO EFFECTS	26786 27131		GPD HATS GPD POLOS <b>Total</b> :	1,166.20 486.20 <b>1,652.40</b>
171698	5/9/2023	107928 TELECOM LAW FIRM, P.C.	14990	032-00135	PROFESSIONAL SERVICES - EFR #4-23 Total:	2,598.00 <b>2,598.00</b>
171699	5/9/2023	120215 THOMPSON TROPHY MFG., INC.	66416		REC PROGRAM SUPPLIES  Total:	350.40 <b>350.40</b>
171700	5/9/2023	110238 TIREHUB, LLC	32892079 33938588	035-01227	TIRES - GY FORTERA HL BW 108T 245 TIRES - GY G289 WHA 161K L  Total:	2,424.11 1,720.96 <b>4,145.07</b>
171701	5/9/2023	106018 TRANE U.S. INC.	14206182		BUS FACILITY MAINT SUPPLIES  Total:	16.76 <b>16.76</b>
171702	5/9/2023	105959 TRANSITTALENT.COM, LLC	1532304		RECRUITMENT AD - TRANSIT MECHAN  Total:	175.00 <b>175.00</b>
171703	5/9/2023	105584 TRE PRINTING	3244		PD FIELD TRAINING SUPPLIES  Total:	172.70 <b>172.70</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171704	5/9/2023	111481 TRIO COMMUNITY MEALS, LLC	INV2230027349	034-00544	SENIOR FEEDING PROGRAM	5,442.78
			INV2230027587		SENIOR FEEDING PROGRAM	5,464.30
					Total :	10,907.08
171705	5/9/2023	105190 TYLER TECHNOLOGIES, INC.	045-414784		GTRANST FINANCIAL CONVERSION	1,312.00
					Total :	1,312.00
171706	5/9/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	S BEEMAN 04/24/23		CAL CARD STATEMENT 03/23-04/24/23	16.79
			CRESPO 04/24/23		CAL CARD STATEMENT 03/23-04/24/23	2,590.15
			HR 04/24/23		CAL CARD STATEMENT 03/23-04/24/23	605.60
			MACIEL 03/22/23	035-01224	CAL CARD STATEMENT 02/23-03/22/23	8,660.35
			NOLAN 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	1,993.57
			PD TRAINING3 2/22/23		CAL CARD STATEMENT 01/24-02/22/23	12,007.88
				035-01225		
			RIGG 04/24/23		CAL CARD STATEMENT 03/23-04/24/23	209.80
			SAFFELL 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	107.16
			SANTOS 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	595.56
			TSUJIUCHI 04/24/23		CAL CARD STATEMENT 03/23-04/24/23	295.87
			V.OSORIO 03/22/23		CAL CARD STATEMENT 02/23-03/22/23	4,744.04
				035-01223		
					Total :	31,826.77
171707	5/9/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	S NOLAN 04/24/23		CAL CARD STATEMENT 03/23-04/24/23	4,039.98
					Total :	4,039.98
171708	5/9/2023	109220 U.S. BANK EQUIPMENT FINANCE	500360433		RICOH MPC4503 COPIER LEASE -CD	151.70
					Total :	151.70
171709	5/9/2023	107274 U.S. TOW, INC.	01504	037-10046	TOWING SERVICES FOR BUS #765	115.00
			01505	037-10046	TOWING SERVICES FOR BUS #736	113.00
			01510	037-10046	TOWING SERVICES FOR BUS #2011	60.00
			01513	037-10046	TOWING SERVICES FOR BUS #1501	113.00
			01514	037-10046	TOWING SERVICES FOR BUS #1601	64.00
			04505	037-10146	TOWING SERVICES FOR BUS #773	60.00
			04738	037-10046	TOWING SERVICES FOR BUS #2917	60.00
			04748	037-10046	TOWING SERVICES FOR BUS #761	60.00
					Total :	645.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171710	5/9/2023	104692 ULINE	160772227		PD PROGRAM SUPPLIES	526.83
			161674791		PD PROGRAM SUPPLIES	44.43
			161723866		PD PROGRAM SUPPLIES	211.05
			162003322		PD PROGRAM SUPPLIES	203.82
			162084437		BUS SHOP SUPPLIES	307.98
			162270198		BUS SHOP SUPPLIES	91.92
					Total :	1,386.03
171711	5/9/2023	121275 UNDERGROUND SERVICE ALERT, OF SC	22-2303371		STATE REGULATORY COSTS - BILLABL	45.50
			320230293		NEW TICKETS	167.50
					Total :	213.00
171712	5/9/2023	119825 UNITED ROTARY BRUSH CORP.	CI295996	024-00933	STREET SWEEPER SUPPLIES	2,928.24
					Total :	2,928.24
171713	5/9/2023	121407 UPS	649922103 03/11/23		SHIPPING SERVICE CHARGES	18.87
					Total :	18.87
171714	5/9/2023	122050 VERIZON WIRELESS	9930396250		BUS CELL PHONE SERVICE	94.58
			9932197144		PW CELL PHONE SERVICE	977.63
			0002.0		Total:	1,072.21
171715	5/9/2023	104139 VERONICA TAM & ASSOCIATES, INC	3250	032-00084	CONSULTANT SERVICES - HOUSING E	4,074.00
171713	3/9/2023	104139 VERONICA TAM & ASSOCIATES, INC	3230	032-00064	Total:	4,074.00 <b>4,074.00</b>
171716	5/9/2023	107048 VIGILANT SOLUTIONS, LLC	50583	035-01216	ANNUAL SUBSCRIPTION RENEWAL	2,340.00
					Total :	2,340.00
171717	5/9/2023	103841 VILLAGE AUTO SPA	NOV-MAR 2023		CAR WASH	169.94
					Total :	169.94
171718	5/9/2023	111719 WALLACE & ASSOCIATES, CONSULTING, INC	16738	024-00870	FIRE STATION ROOF REPLACEMENT, J	10,230.00
					Total :	10,230.00
171719	5/9/2023	108353 WALTERS WHOLESALE ELECTRIC CO	S122681657		BLDG MAINT SUPPLIES	245.84
			S122698717.002		BLDG MAINT SUPPLIES	18.94
			S122699113		BLDG MAINT SUPPLIES	21.38
			S122855047.002		BLDG MAINT SUPPLIES	599.53

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### Voucher List CITY OF GARDENA

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Bank	code	:	usb
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171719	5/9/2023	108353 WALTERS WHOLESALE ELECTRIC CO	(Continued) S122917233		BLDG MAINT SUPPLIES  Total:	127.89 <b>1,013.58</b>
171720	5/9/2023	101903 WATER TECHNIQUES	3594		DRINKING WATER SYSTEM RENTAL  Total:	45.00 <b>45.00</b>
171721	5/9/2023	104107 WAXIE SANITARY SUPPLY	81573423 81574809		BUS WASH SUPPLIES BUS WASH SUPPLIES Total :	85.47 170.93 <b>256.40</b>
171722	5/9/2023	108943 WEBIPLEX, INC.	4205	035-01217	ANNUAL SUBSCRIPTION E-SUBPOENA  Total:	5,095.00 <b>5,095.00</b>
171723	5/9/2023	112314 WESTERN ALLIED CORPORATION	903721		ANNUAL CHILLER MAINTENANCE Total:	1,633.00 <b>1,633.00</b>
171724	5/9/2023	123050 WILLIAMS SCOTSMAN, INC.	9017502273	035-01178	MODULAR BUILDING RENTAL CPX-804 Total :	2,766.10 <b>2,766.10</b>
171725	5/9/2023	125001 YAMADA COMPANY, INC.	82953 82954 82958 82963 82980		TREE PROGRAM SUPPLIES PW MAINT SUPPLIES STREET MAINT SUPPLIES TREE PROGRAM SUPPLIES STREET MAINTENANCE SUPPLIES Total:	309.12 143.42 218.99 49.71 365.48 <b>1,086.72</b>

175 Vouchers for bank code: usb Bank total: 1,899,062.54

175 Vouchers in this report Total vouchers: 1,899,062.54

05/04/2023

1:28:46PM

Councilmember

Date

Page:

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Bank code: usb PO# Voucher Date Vendor Invoice Description/Account **Amount** CLAIMS VOUCHER APPROVAL I hereby certify that the demands or claims covered by the checks listed on pages \_\_1\_ to \_\_19\_ inclusive of the check register are accurate and funds are available for payment thereof. Director of Administrative Services This is to certify that the claims or demands covered by checks listed on pages \_ 1 \_ to \_ 19 \_ inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers: 05/09/2023 Mayor Date Councilmember Date Councilmember Date Acknowledged: Councilmember Date



TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Report the Appointment of **ANTHONY XIMENEZ**, to the position of Administrative Aide, Schedule 43 (\$4,644 - \$5,927/month) with the GTrans Department, effective April 17, 2023.

- 2. Report the Separation of the following employees:
  - a. **VICTOR DAVIDSSON,** Transit Mechanic, with the GTrans Department, effective April 21, 2023. Mr. Davidsson provided nine (9) months of service to the City.
  - b. *ODETTE BLANCO*, Police Records Technician I, with the Police Department, effective April 22, 2023. Ms. Blanco provided one (1) year and (2) two months of full-time service to the City.
- 3. Report the leave under the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA) of Information Technology Supervisor, *ALEXANDER PINTO*, of the Administrative Services Department, effective April 20, 2023.
- 4. Report the Recruitment for the Open/Competitive position of General Building Inspector (Community Development Department). This recruitment is open until filled.
- 5. Report the Recruitment for the Open/Competitive position of Geriatric Aide (Recreation & Human Services Department). This recruitment is open until filled.
- 6. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
- 7. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
- 8. Report the Recruitment for the Open/Competitive position of Public Information Officer (Elected and City Manager's Offices). This recruitment is open until filled.
- 9. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation & Human Services Department). This is a continuous recruitment.
- 10. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
- 11. Report the Recruitment for the Open/Competitive position of Risk Management Analyst (Administrative Services Department). This recruitment is open until filled.
- 12. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.

- 13. Report the Recruitment for the Open/Competitive position of Code Enforcement Supervisor (Community Development Department). This recruitment is open until filled.
- 14. Report the Recruitment for the Closed/Competitive position of Code Enforcement Officer (Community Development Department). This recruitment is scheduled to close May 18, 2023.



Agenda Item No. 8.D Section: CONSENT CALENDAR

Meeting Date: May 9, 2023

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

AGENDA TITLE: Approval of Annual/Periodic Event Permit - Carnival, for the 85th Annual Strawberry Park Day Fiesta to be Held May 19th through May 21, 2023, at St. Anthony of Padua Catholic Church (1050 West 163rd Street)

**CONTACT: COMMUNITY DEVELOPMENT** 

### **COUNCIL ACTION REQUIRED:**

### **RECOMMENDATION AND STAFF SUMMARY:**

Staff respectively recommends that the City Council issue an annual/periodic event permit to St. Anthony of Padua Catholic Church for their 85th Annual Strawberry Park Fiesta carnival to be held, Friday, May 19, 2023 through Sunday May 21, 2023 between the hours of 6:00pm and 11:00pm Friday, May 19th, and between the hours of 12:00pm and 11:00pm on Saturday and Sunday, May 20th and 21st, at its premises, 1050 W. 163rd Street.

After reviewing the responses from the applicable departments and the reasons for denial, it is recommended that the City Council approve the application with those conditions imposed by staff.

Attached for the City Council's consideration is the application for the event, departmental memorandums with recommended conditions, and inspections and/or investigation reports.

### **FINANCIAL IMPACT/COST:**

None.

### **ATTACHMENTS:**

St. Anthony's Annual Carnival Application Redacted3.pdf Community Development, Building and Safety Division Memo.pdf Community Development, Planning Division Memo.pdf Police Department Memo.pdf L.A. County Fire Dpeartment Memo.pdf

APPROVED:

Clint Osorio, City Manager

Cleurom .



#### **COMMUNITY D**

BUSINE

1700 W. 162

TEL: (310) 21

City of Gardena 142 1700 / 2nd St 310-2). 500 / 831 04/11/2023 15:18:54.000

Reg CASHIER\_COMDEV2

Validation Receipt

Payor: ST ANTHONY OF PADUA CHURCH

CHARGES-

0100020033220

FIRE INSPECTION

1537.00

CARNIVAL PERMIT 2023 0100090033785

Sub-total

\$

86.00

#### **Application for Special Event Permit**

The undersigned hereby makes application to the City of Gardena, as required Municipal Code Section 5.04.160 to engage in the special event described event permit you are applying for:

☐ Annual/Periodic Event

Circus/Carnival

C Other

PAYMENT-

Check - 2063

1623.00

\$\*\*\*\*\*\*\*\*0.00

\$\*\*\*\*\*1623.00

CARNIVAL PERMIT 2023

Change

Section 1

Business Name ST. Anthony of Papua Church	Phone No.
Pusinges Address	0 0-245
Name of Applicant John Moore	Ca 90247
Applicant is: ☐ An Individual ☐ Partnership ☐ Association ☐ Corporation ☐ Other:	

#### Section 2

If the applicant is an individual, complete the following personal information about the applicant.

Residence Address		Phone No.
Business Address		
Driver's License No.	Date of Birth	Social Security No.

#### Section 3

If the applicant is not an individual then complete the following information about each principal officer of the corporation, or each director of the association, or each partner of a partnership. Please list each stockholder owning more than 10% of the stock of the corporation (attach a separate sheet if necessary)

Name John Moore	Title Fiesta Charopar persent ************************************
Residen	
Business Address	
Title or Nature of Interest Fiesta Chairpe	rson



1700 W. 162nd Street, Gardena CA 90247 TEL: (310) 217-9518 FAX: (310) 217-9698

Driv	Date	e of Birth 03/30/1958		
		05/30/1750		
Name N/A			Title	
Residence Address			,	
Business Address				
Title or Nature of Interest				
Driver's License No.	Date	of Birth	Social	Security No.
Section 4				
Describe the proposed event in deta Annual Carrival +	ual	Strawberry Pou	* D	us Fiesta
Describe the proposed event in deta	il	7 7	1	7
Annual Carrival +	o bui	d Fellowships 7	undra	ise.
Food, gam	es a	nd Rides		
Admission Free				
Anticipated Attendance: Total	Per I	Day Anticipated Part	ticipants	800
Location Description Chuach	^	king Lat		
Is this an Annual Event?		If yes, how man		this event been held?
Number of Amusement Devices (if a	oplicable,	attach a location list)	85)	rears
Additional Elements (Check all that a	pply):	26		
	×	Games/Rides	×	Restrooms
	M	Barricades	×	<b>Alcohol Consumption</b>
☑ Tent	Ø	Food Sales		Dance
☑ Generator/Electrical Source		Animals		Signs/Banners Vendors
☐ Other				



1700 W. 162nd Street, Gardena CA 90247 TEL: (310) 217-9518 FAX: (310) 217-9698

Describe where you will be pa	arking the vehicles for the eve	nt					
	er to the fire						
Plase	See Attached	-6					
Describe how you will clean-u			94				
	iteers						
V 02 07							
Date/Time (for each day)	Date	Time	Day of the Week				
Setup	5/13/23	7AM-5PM	Saturday				
Event Starts	5 19 23	6pm - 11 pm	FRIday				
Event Ends	5/21/23	12pm-11pm	Sunday				
Dismantle	5 22 23	7AM- 5PM	Monday				
Private Security							
Name of Firm	hield Securi	ty PPO#18007					
Address SLaus	1	8 Huntington f	ark. Ca 90225				
Contact Person	Sancher C	√ Phone N					
License No.  Number of Guards  Armed? MYes  HARMED							
Explain in detail any past experience applicant(s) have had in connection with the proposed event  PART OF FIRSTA LIFE FOR + 60 YEARS FORLUCING PAST							
Chairperson		, ,					
Name, address, and phone nu their job title: John M	imbers of each person who wi	ill have authority or control over	the proposed event and				
their job title: 40///	7	0					
Name and phone number of e							
Has any permit ever been reve	oked or denied applicant in th						
	cumstances of such revocation	n or denial and give name and a	ddress of the governmental				
agency:							
		Ä					
Mailing address where any red	quired notice should be sent	1050 W. 163rd ST	R. Gardena 90247				



1700 W. 162nd Street, Gardena CA 90247 TEL: (310) 217-9518 FAX: (310) 217-9698

declare under penalty of perjury that the statements contained in the attached

A detailed site plan/route map (drawn to scale or dimension) of your premises must be attached to this application, which clearly shows the layout of the event and the event's location. The plan is to be submitted on an 8 %" x 11" sheet of paper. The layout must show the location of the requested event with street names and/or area names and related equipment, as well as the other pertinent features of the event, such as seating (scaffolding and/or bleachers), stages, exits, street/lane closures with the direction of the traffic, ride areas, fences and/or barricades, equipment, cooking areas, generators and other sources of electricity, temporary structures, and all other event components and fixtures not already listed.

The undersigned applicant understands that the application may be considered by the City Council or by the Community Development Director only after full investigation and report has been made by the Police, Fire, Building & Safety, Planning, and Health Departments of the City of Gardena.

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 cancellation or revocation, pursuant to Section 5.04.160(I) or Section 5.04.240 of the Gardena Municipal Code.

statement	is executed with the knowledge that misrep	e and correct to the best of my knowledge and belief and that this presentation or failure to reveal information requested may be ocation of a permit and/or license hereunder.
Signature o	of Applicant(s) 7 moore	Date 3-12-23
Print Name		
City Use O	nly s Required:	
	Department of Justice Permit	Received
	ABC License with Conditions	Received
- Jan	Insurance Certificate	Received 4/6/23
	Bond	Received
	Temporary Use Permit	Received
	Conditional Use Permit	Received



1700 W. 162nd Street, Gardena CA 90247 TEL: (310) 217-9518 FAX: (310) 217-9698

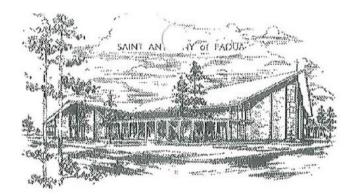
#### **Action Check List**

Event Element		Inspection Required	Action Required
X	Sound Permit	A	
X	No Parking		Request to park on street on 16/31. to school Alley a No Strapping Zone. TRAFFIC P.P  Barricades provided by Public Work: Public Works
	Lane Closure		TRAFFIC P.D
<b>Y</b>	Street Closure	4	Barricades provided by Public Works
×	Barricades	18	Public Works
À	Tent		
P	Vendors		
	Food Preparation	al .	
	Cooking Equipment		
	Notifications		
Ŕ	Insurance Certificate	d 554-	3
	Generator	ti	
P	Games/Rides		BARGNE Bras/ Classic Kides #40959
	Restrooms		
	Parks		
	Repeat Event	1	
	Animals		
	Private Property		* ·
	Public Property		
	Stages, rings, cages		
	Inflatables/balloons (over 15 ft height)		
	Temp fencing over 7 ft		
X	Other		Private Security City License # 40966



- Street closure on 162nd Street from Budlong Ave. east, round the corner onto Berendo Ave and Berendo Ave. to 163rd street
- Street closure from 163rd Street from Berendo Ave east to New Hamphire Ave.
- Small part of church parking lot at west end.  $E\mu ployee/Volunteer-parking$  Allowing for street parking on 161st street from Berendo Ave to alley behind school that is otherwise posted no stopping. Fire hydrant setbacks to remained
- 5 Street closure of New Hamphire Ave from 163rd Street to 164th Street
- Intersection of 163<sup>rd</sup> and Berendo, 162<sup>nd</sup> and Budlong and 163<sup>rd</sup> and New Hamphire Ave to remain open at all times.





#### SAINT ANTHONY of PADUA

(310) 327-5830 1050 West 163rd Street Post Office Box 28 Gardena, California 90247-4401

March 15, 2023

City of Gardena

Community Development Department 1700 W 162nd Street Gardena, Ca. 90247

Dear Business Office,

In the name of the members of St. Anthony of Padua Church, I present for your consideration a request to schedule our 85th Annual Strawberry Park Days Fiesta on the parish grounds from Friday through Sunday night May 19, 20 and 21, 2023. Hours: Friday 6pm - 11pm, Saturday 12pm - 11pm, Sunday 12pm - 11pm.

As in previous years, we request permission to close 163rd Street (between Berendo and New Hampshire) and 162<sup>nd</sup> (between Budlong and Berendo). In addition, we are requesting the closing of Berendo (between 162<sup>nd</sup> and 163<sup>rd</sup> Streets) and New Hampshire (between 163<sup>rd</sup> and 164<sup>th</sup> Streets). Also request the allowance to park regular visitors along the south side of 161st Street between Berendo and the alley to the east end that is otherwise posted NO Parking Any Time. All fire hydrants are to remain accessible at all times. The purpose of the closures is to provide safety for the multitude of pedestrians in the areas, as well as to secure additional parking, particularly for the fiesta workers.

A check for the permit license and application processing fees for the carnival is enclosed. In conducting the Fiesta, we shall abide by all requirements of the City of Gardena and its departments. We have hired Supreme Shield Security Services to handle our security needs. Supreme Shield Security will contact you with the regard to business license fees. In addition, our carnival operator, Baque Brothers, Will also contact you separately.

My representatives who will also assist the Building and Safety Division inspectors are:

Chair persons John Moore

and

Rose Moore

Sincerely

Monsignor Sal Palato

In Lubita IlA

I'd like to thank you in advance for expediting this Matter.

Enclosures (3)

- 1. Application
- 2. Carnival Plot Plan
- 3. Check



# MEMORANDUM DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Building & Safety Division		DATE:	April 12, 2023				
FROM: Gregg Tsujiuchi, Director		REF:	Carnival Permit 2023				
SUBJ: Department Inspection	on & Investigation	CC:					
Type of Application:	Carnival Permit						
Business:	St Anthony of Padua Ch	urch					
Owner:	John Moore, Fiesta Chai	irpersor	1				
<b>Location:</b> 1050 W. 163 <sup>rd</sup> Street Gardena, CA 90247							
Request Approval to:	Hold 85 <sup>th</sup> Annual Strawb	erry Pai	rk Days Fiesta				
Background:							
Church, located at 1050 West 85th Annual Strawberry Park I grounds at the church address. and New Hampshire Avenues) a is requesting the closing of Be (between 163 <sup>rd</sup> and 164 <sup>th</sup> Stree Street otherwise posted 'No Parparking.	163 <sup>rd</sup> Street in Gardena. T Days Fiesta, Friday throug The applicant is also requi- and 162 <sup>nd</sup> Street (between erendo Avenue (between ets) and request the allowarking Any Time' to provide	The appligh Sundesting p Budlong 162 <sup>nd</sup> a ance to p safety fo	ore, Fiesta Chairperson of Saint Anthony of Padua licant is requesting Council approval to hold their day night, May 19, 20, and 21, 2023, on parish termission to close 163 <sup>rd</sup> Street (between Berendo g and Berendo Avenues). In addition, the applicant and 163 <sup>rd</sup> Streets) and New Hampshire Avenue park regular visitors along the South side of 161 <sup>st</sup> or the pedestrians in the area as well as additional				
		_	on and reply by April 19, 2023. Your prompt dispose of this matter and schedule for council				

Community Development / Building & Safety Division

Complaints have been received in the past regarding this location (if yes, see attached information): 

Recommend Approval

Recommend Approval with Recommend Denial – See comments below/attached Memo. Conditions)

Comments (Please list conditions/comments here or attach a separate memo)

Division Head Signature

Date

**Department Response** 



TO: Gregg Tsujiuchi, Director DATE:

4/18/23

FROM: Mark Berg, Building Official

REF:

Carnival Permit 2023

SUBJ: Conditions of Approval

CC:

#### **Building and Fire Codes.**

- 1. All amusement activities shall comply with the California Building and Fire Codes and ordinances of the City of Gardena. Upon request, permits shall furnish proof to the City of Gardena that all equipment, rides, tents and structures utilized in connection with any amusement activity have been inspected and are in compliance with applicable state and City laws and regulations and shall cooperate with the inspection thereof by local police, fire, building, health or other public officials and personnel. In the event any tent shall be used as a public assemblage, the following rules shall apply:
  - a. No flammable or explosive liquid or gas shall be stored or used in, or within 50 feet of, such tent.
  - b. Smoking shall not be permitted within any such tent, and no smoking signs shall be prominently displayed throughout such tent, and at each entrance thereof.
  - c. Such tent and bunting, flammable decorations and sawdust therein or thereabout shall be entirely treated with a fire-retardant solution.
  - d. All weeds and flammable vegetation in or within 30 feet of such tent shall be removed and prevented from re-growing.
  - e. The grounds both inside and outside of tents shall be kept free and clear of combustible waste, which shall either be stored in closed metal containers or removed from the premises, unless allowed pursuant to a permit from the Fire Department.
  - f. Any condition that presents a fire hazard or would contribute to the rapid spread of fire, or would delay or interfere with the extinguishment of a fire, shall be immediately abated, eliminated, or corrected as ordered by the Fire Department.

#### Cleaning Area.

1. Any person granted a permit to conduct or carry on an amusement activity regulated hereby shall be responsible for keeping the area or parcel of land used for the amusement activity including off-street parking areas, free and clear of all rubbish, waste matter and debris during the time such amusement activity is carried on or conducted.

#### **Electrical Wiring and Appliances**

- 1. All electrical wiring and appliances shall comply with the California Electrical Code. Permits shall be taken out for all electrical work, permanent or temporary, with the Gardena Building Division prior to any electrical work being done.
- 2. No permanent or temporary lighting and/or all electrical connections shall be installed without an electrical permit, inspection, and approval by an inspector from the City of Gardena Building Division.
- 3. All electrical equipment shall be maintained in a safe condition and grounded in accordance with the manufacturer's specifications.
- 4. Only grounded electrical extension cords of the proper amperage rating for the load shall be used. Cords shall not be installed to be subject to physical abuse or to pose a tripping hazard. Cords shall be inspected for damage prior to use and damaged cords removed from service.

#### Accessibility

- 1. It is the applicant's responsibility to comply with all City, County, State and Federal accessibility requirements, including the ADA. The ADA mandates equal access to facilities, services, and programs for persons with a disability. This may include providing a clear path of travel to and on sidewalks, maintaining designated ADA parking and accessibility to restrooms.
- 2. In addition to satisfying ADA requirements, it is expected that all events provide adequate sanitation and restroom access for all participants. Portable toilets are required for events at locations without permanent facilities or events where expected attendance is more than the permanent facilities can accommodate.
- 3. Identification and location of portable restrooms is to be provided on the event site plan.
- 4. Staff will evaluate the anticipated needs of each event and applicants will be made aware if additional facilities are required. A typical rule for portable restrooms is one restroom per 150-200 guests, but additional restrooms may be required if serving alcohol. Portable restrooms are to be procured and coordinated at the applicant's expense.

#### **Other Requirements**

- 1. Applicants must notify all other persons using the facilities (carnival operators, food concessions, outside vendors, exhibitors, etc.) of these specifications and requirements so that they comply with all rules, codes and regulations as set forth.
- 2. A generator requires a permit from the City of Gardena Building Division.
- 3. It shall be the responsibility of the applicant to see that the area used for the carnival or circus is maintained in a condition that provides for public health, safety and welfare for event attendees and neighbors alike. In the event that authorized personnel from the City of Gardena Police Department or LA County Fire Department determine that the activity is a threat to the public health, safety and welfare, the Police Department shall have the right to close the event to ensure the health, safety or general welfare of attendees or neighbors.
- 4. The Building Official and/or the Community Development Director shall have the authority to suspend, revoke or modify a temporary use permit immediately upon determination that the conditions and requirements set forth in the permit have been violated. Written notice of the Building Official and Development Director's determination to suspend, revoke or modify the permit shall be promptly provided by the applicant.



# DEPARTMENT of COMMUNITY DEVELOPMENT

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DATE: April 12, 2023

FROM: Gregg Tsujiuchi, Director

REF:

CC:

Carnival Permit 2023

SUBJ: Department Inspection & Investigation

Request

Type of Application:

Carnival Permit

**Business:** 

St Anthony of Padua Church

Owner:

John Moore, Fiesta Chairperson

Location:

1050 W. 163rd Street Gardena, CA 90247

Request Approval to:

Hold 85th Annual Strawberry Park Days Fiesta

#### Background:

Date

Attached for your information is a permit application from John Moore, Fiesta Chairperson of Saint Anthony of Padua Church, located at 1050 West 163rd Street in Gardena. The applicant is requesting Council approval to hold their 85th Annual Strawberry Park Days Fiesta, Friday through Sunday night, May 19, 20, and 21, 2023, on parish grounds at the church address. The applicant is also requesting permission to close 163<sup>rd</sup> Street (between Berendo and New Hampshire Avenues) and 162<sup>nd</sup> Street (between Budlong and Berendo Avenues). In addition, the applicant is requesting the closing of Berendo Avenue (between 162<sup>nd</sup> and 163<sup>rd</sup> Streets) and New Hampshire Avenue (between 163rd and 164th Streets) and request the allowance to park regular visitors along the South side of 161st Street otherwise posted 'No Parking Any Time' to provide safety for the pedestrians in the area as well as additional parking.

Please conduct the necessary inspections and/or investigation and reply by April 19, 2023. Your prompt attention to this request is greatly appreciated so that we can dispose of this matter and schedule for council approval without delay.

#### **Department Response**

Name of Department:	Community Development Department / Planning Division							
Complaints have been received in the past regarding this location (if yes, see attached information): $\Box$ Yes $\Box$ 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 t.							

4/17/2023



# MEMORANDUM DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Amanda Acuna, Senior Planner

DATE: April 17, 2023

FROM: Kevin La, Planning Assistant h.

REF: Carnival/Bazaar Permit

SUBJ: St. Anthony of Padua Church Carnival

Permit: Project Location: 1050 W. 163rd Street

CC:

Staff respectfully recommends approval of Special Event Permit to St. Anthony of Padua Catholic Church to hold their 85<sup>th</sup> Annual Strawberry Park Days Fiesta on Friday, May 19, 2023, to Sunday, May 21, 2023, at 1050 West 163<sup>rd</sup> Street provided that the following conditions of approval are met:

- 1. The Applicant shall contact the Los Angeles County Fire Department at (310) 263-2732 prior to the event to schedule an inspection and complete all necessary forms. A fire safety inspection shall be conducted, and approval of the inspection is required prior to the start of the carnival.
- 2. The Applicant shall contact the City of Gardena Community Development Department at (310) 217-9530, 48 hours prior to the event to schedule an inspection after the site is set-up, but prior to the commencement of any activities. Please note that any electrical work, with the exception of plug-in, will require an electrical permit obtained by a licensed electrical contractor.
- 3. All canopies and temporary structures must be constructed using fire resistive fabric, as approved by the California State Fire Marshal.
- 4. All canopies and temporary structures must be structurally sound and secured and meet all State, building, and Fire codes (Assume winds of 80 MPH).
- 5. The Applicant shall have all fire and building and safety inspections conducted and approval prior to the start of the carnival.
- 6. The Applicant shall ensure that any outdoor amplified music is prohibited passed 10:00 pm.
- 7. The Applicant must secure the appropriate approvals, licenses and permits from the Alcoholic Beverage Control Board.
- 8. The Applicant shall ensure that adequate temporary parking will be provided in order to accommodate the vehicle traffic generated by the temporary use or event, either on-site or at alternate locations acceptable to the review authority.
- 9. The Applicant shall contact the Health Department and obtain all required permits prior to start of the carnival.
- 10. The Applicant shall obtain approval for any street closures and temporary street signs from the City's Police Department prior to the start of the event.
- 11. The Applicant shall ensure that coals used in the preparation of food shall be properly disposed (viz., after "cool-down", place in metal containers for subsequent curbside refuse collection).
- 12. The Applicant shall properly dispose of trash at the end of the event (in closed trash bins or containers).
- 13. The Applicant shall use damp or dry cleaning techniques to clean outdoor surface areas (if hose water must be applied runoff must not leave the site and enter curb and gutter).
- 14. The Applicant shall use covered sandbags in catch basins in the public right-of-way to prevent the entry of wash water and other impermissible non-storm water discharges from the event area.
- 15. The Applicant shall deploy trash receptacles at various outdoor food serving areas.

Pursuant to Gardena Municipal Code Section 18.60.060, carnivals and bazaars are exempt from the provisions of a temporary use permit when the event does not exceed three days in duration. The Strawberry Park Days Fiesta duration is three days and therefore does not require approval of a temporary use permit.



#### **DEPARTMENT of COMMUNITY DEVELOPMENT**

TO: **Police Department** 

DATE: April 12, 2023

FROM: Gregg Tsujiuchi, Director

REF:

Carnival Permit 2023

SUBJ: Department Inspection & Investigation

CC:

Request

Type of Application:

Carnival Permit

**Business:** 

St Anthony of Padua Church

Owner:

John Moore, Fiesta Chairperson

Location:

1050 W. 163rd Street Gardena, CA 90247

Request Approval to:

Hold 85th Annual Strawberry Park Days Fiesta

#### Background:

Attached for your information is a permit application from John Moore, Fiesta Chairperson of Saint Anthony of Padua Church, located at 1050 West 163rd Street in Gardena. The applicant is requesting Council approval to hold their 85th Annual Strawberry Park Days Fiesta, Friday through Sunday night, May 19, 20, and 21, 2023, on parish grounds at the church address. The applicant is also requesting permission to close 163rd Street (between Berendo and New Hampshire Avenues) and 162<sup>nd</sup> Street (between Budlong and Berendo Avenues). In addition, the applicant is requesting the closing of Berendo Avenue (between 162nd and 163rd Streets) and New Hampshire Avenue (between 163rd and 164th Streets) and request the allowance to park regular visitors along the South side of 161st Street otherwise posted 'No Parking Any Time' to provide safety for the pedestrians in the area as well as additional parking.

Please conduct the necessary inspections and/or investigation and reply by April 19, 2023. Your prompt attention to this request is greatly appreciated so that we can dispose of this matter and schedule for council approval without delay.

#### **Department Response**

Name of Department:	Police Department
Complaints have been re	ceived in the past regarding this location (if yes, see attached information):
☐ Recommend Approval ☐ Comments (Please list	Recommend Approval with Recommend Denial – See Additional Conditions (see List of comments below/attached Memo.  Conditions)  SEE SPECIAL EMPLOYMENT FORM  conditions/comments here or attach a separate memo)
Department Head Signat	ureMARON
Date	132



GARDENA POLICE DEPARTMENT

To:

Mike Saffell

Chief of Police

DATE:

April 20, 2023

FROM:

Danny V Guzzo

REF:

**Traffic Supervisor** 

CC:

Chain of Command

SUBJ: St. Anthony's Carnival

It is recommended that the Gardena Police Department Traffic Bureau requires 3 officers each day for traffic closures. Each officer will be posted at their assigned intersections to maintain a safe environment for the public.

The Public Works Department will post "Temporary No Parking" signs and provide barricades to block the affected streets. Barricades will be provided by the Public Works Department. The barricades are to be in place by May 19th at 12PM, noon. The event is expected to end Sunday night at 11PM, at which time the barricades need be removed.

Location 1 162<sup>nd</sup> Street & Budlong Avenue 10 barricades 163<sup>rd</sup> Street & Berendo Avenue Location 2 10 barricades Location 3 163<sup>rd</sup> Street & New Hampshire Avenue

10 barricades



## **Supplemental Employment Proposal**

Employer's Name		Date
Employer's Address	Phone No.	
Local Address		Phone No.
Nature of Current Business		
Name of Person to be Contacted		
Address		
Phone No.	Hours/[	Days Available
Type of Work Proposed for City Employees		
Duration of Proposed Employment	From	То
Hours of Proposed Employment	From	То
Days of Proposed Employment (check appropriate days):	M T W Th F	Sat Sun
Reason City Employees are Desired		
List and Special Conditions or Hazards Involved in the Pr	oposed Employment	
City Use Only: Department Review		
City Department	Date Rcvd	Ву
Proposal: □ Approved □ Not Approved	Date	Ву

#### **DEPARTMENT of COMMUNITY DEVELOPMENT**

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

If not approved, state	reason:			
If approved, list numb	er of personnel require	ed by classification:		
Classification of Employee(s)	Number of Employee(s)	Hourly Rate x 1.5	Hours Required	Total Cost
If the employment is of the City Finance Department		monthly deposit requir	ed of the employer shal	I be determined by

#### **Verification of Deposit of Funds**

Funds Received On (Date)	Ву
Deposit of Funds Verified (Date)	Ву



#### MEMORANDUM

#### DEPARTMENT of COMMUNITY DEVELOPMENT

TO: L.A. County Fire Department

DATE: April 12, 2023

FROM: Gregg Tsujiuchi, Director

REF: Carnival Permit 2023

SUBJ: Department Inspection & Investigation

CC:

Request

Type of Application:

Carnival Permit

Business:

St Anthony of Padua Church

Owner:

John Moore, Fiesta Chairperson

Location:

1050 W. 163<sup>rd</sup> Street Gardena, CA 90247

Request Approval to:

Hold 85th Annual Strawberry Park Days Fiesta

#### Background:

Attached for your information is a permit application from John Moore, Fiesta Chairperson of Saint Anthony of Padua Church, located at 1050 West 163<sup>rd</sup> Street in Gardena. The applicant is requesting Council approval to hold their 85th Annual Strawberry Park Days Fiesta, Friday through Sunday night, May 19, 20, and 21, 2023, on parish grounds at the church address. The applicant is also requesting permission to close 163<sup>rd</sup> Street (between Berendo and New Hampshire Avenues) and 162<sup>nd</sup> Street (between Budlong and Berendo Avenues). In addition, the applicant is requesting the closing of Berendo Avenue (between 162<sup>nd</sup> and 163<sup>rd</sup> Streets) and New Hampshire Avenue (between 163<sup>rd</sup> and 164<sup>th</sup> Streets) and request the allowance to park regular visitors along the South side of 161<sup>st</sup> Street otherwise posted 'No Parking Any Time' to provide safety for the pedestrians in the area as well as additional parking.

Please conduct the necessary inspections and/or investigation and reply by April 19, 2023. Your prompt attention to this request is greatly appreciated so that we can dispose of this matter and schedule for council approval without delay.

#### **Department Response**

Name of Department:	L.A. County Fire Department	
Complaints have been re	eceived in the past regarding this location (if yes, see attached information):             Yes    No	
☐ Recommend Approval	Additional Conditions (see List of comments below/attached Memo.  Conditions)  CARNIVAL PERMIT And Inspects	
Comments (Please list	t conditions/comments here or attach a separate memo) Reguliers. Contact 310 263 27.	32
Department Head Signat	ture DA JOHNSUM	
Date	210 4/3/27	

Agenda Item No. 8.E Section: CONSENT CALENDAR Meeting Date: May 9, 2023

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

AGENDA TITLE: <u>SECOND READING AND ADOPTION OF ORDINANCE NO. 1849</u>: 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

**CONTACT: POLICE DEPARTMENT** 

#### **COUNCIL ACTION REQUIRED:**

#### 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.

Ordinance 1849 was introduced at the April 25, 2023 City Council meeting by Council Member Love. 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 adopting the Ordinance.

#### **ATTACHMENTS:**

Attachment 1 - AB 481.pdf

Attachment 2 - Ordinance 1849\_w Exhibit A.pdf

Attachment 3 - AB 481 Annual Report 2022.pdf

Cleuroms.

APPROVED:

Clint Osorio, City Manager



#### Assembly Bill No. 481

#### **CHAPTER 406**

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

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

#### LEGISLATIVE COUNSEL'S DIGEST

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

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

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing Ch. 406 -2-

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 incurrent 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.

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- (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,

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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

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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

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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

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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.

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- (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

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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.

#### **ORDINANCE NO. 1849**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 2**: Approval of Military Equipment Policy.

#### Military Equipment Policy.

- (a) The Military Equipment Policy shall govern the use of military equipment by the Gardena Police Department.
- (b) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use or as otherwise ordained by the City Council.
- (c) The Police Department shall submit an annual military equipment report to the City Council containing the information required by Government Code Section 7072 and the City Council shall thereafter determine whether each type of military equipment identified therein complied with the standards for approval set forth in Government Code Section 7071(d).
- (d) The City Council shall on an annual basis and at a regular meeting thereof review this ordinance and vote on whether to renew it pursuant to Government Code Section 7071(e)(2).

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

<u>Section 3:</u> Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

<u>Section 4</u>: 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.

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

<u>Section 6:</u> 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.

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

<u>Section 8:</u> 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 9<sup>th</sup> day of May, 2023 by the following vote:

	TASHA CERDA, Mayor	
ATTEST:		
MINA SEMENZA, City Clerk		
APPROVED AS TO FORM:		
CARMEN VASQUEZ. City Attorney		

#### Gardena Police Department

Gardena Policy Manual

## **Military Equipment**

#### 706.1 PURPOSE AND SCOPE

State

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

#### 706.1.1 DEFINITIONS

State

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

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

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

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

#### Gardena Police Department

Gardena Policy Manual

#### Military Equipment

#### **706.2 POLICY**

State

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

#### 706.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

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

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

#### 706.4 MILITARY EQUIPMENT INVENTORY

State

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

#### ARMORED VEHICLES

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

Quantity: 1

Cost: \$259,932.03 (estimated)

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

#### Gardena Police Department

Gardena Policy Manual

#### Military Equipment

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

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

Gardena Policy Manual

### Military Equipment

#### **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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### Military Equipment

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 doorbreaching 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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**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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### Military Equipment

**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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**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 1<sup>st</sup> 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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### Military Equipment

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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### Military Equipment

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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### Military Equipment

#### 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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### Military Equipment

#### **706.7 ANNUAL REPORT**

State

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

#### **706.8 COMMUNITY ENGAGEMENT**

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

#### 706.9 COMPLIANCE PROCEDURE

This procedure is to ensure compliance with the military equipment use policy. All complaints, concerns, or questions submitted regarding this policy will be handled pursuant to the Department's normal complaint process (Lexipol Policy 1010) and be handled in a timely manner.

Military Equipment - 37

### **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)

- Use of Equipment: The Bearcat was used for 24 operations (8 live scenarios, 16 training scenarios) that consisted of transporting SWAT operators to and from locations.
- 2. Concerns and Complaints Received: None
- 3. Internal Audit Results and Response: NA
- 4. Total Annual Cost: \$8,402.00
  - a. Acquisition: NA
  - b. Personnel: NA
  - c. Training: NA
  - d. Transportation: NA
  - e. Maintenance: \$8,402.00 (estimated)
  - f. Storage: NA
  - g. Upgrade: NA
  - h. Other ongoing costs: NA
- 5. **Quantity:** 1
- 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

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# (b) <u>Major Incident Response Vehicle (MIRV) (FORD E-350 Chassis with Marathon Industries Utility Bed "Box Style"; VIN 1FDWE35L87DA27297)</u>

- 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. <u>Upgrade:</u> 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

4<sup>th</sup> 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

### Gardena Police Department

### AB 481 – Annual Report Issued March 24, 2023

- 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. <u>Training:</u> \$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. <u>Use of Equipment:</u> None
- 2. Concerns and Complaints Received: None
- 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. <u>Use of Equipment:</u> 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. <u>Use of Equipment:</u> 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. <u>Transportation:</u> NA
  - e. Maintenance: NA
  - f. Storage: NA
  - g. <u>Upgrade:</u> 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. <u>Use of Equipment:</u> 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. <u>Transportation:</u> 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) <u>Live-X Projectile Pepper Ball Munition (Live-X)</u>

- 1. <u>Use of Equipment:</u> 30 pepper balls were used during a live scenario.
- 2. <u>Concerns and Complaints Received:</u> 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. <u>Upgrade:</u> NA
  - h. Other ongoing costs: NA
- 5. **Quantity:** 425
- 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (j) <u>Defense Technology 40mm Launcher (Part# 1425)</u>
  - 1. <u>Use of Equipment:</u> 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. <u>Transportation:</u> NA
    - e. Maintenance: NA
    - f. Storage: NA
    - g. <u>Upgrade:</u> NA
    - h. Other ongoing costs: NA
  - 5. **Quantity:** 42
  - 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.

### (k) <u>Defense Technology 40mm 4 or 6-Shot Launcher (Part# 1440)</u>

- 1. <u>Use of Equipment:</u> Used during training scenarios.
- 2. <u>Concerns and Complaints Received:</u> None
- 3. Internal Audit Results and Response: NA
- 4. Total Annual Cost: NA
  - a. Acquisition: NA
  - b. Personnel: NA
  - c. Training: NA
  - d. <u>Transportation:</u> NA
  - e. Maintenance: NA
  - f. Storage: NA
  - g. <u>Upgrade:</u> NA
  - h. Other ongoing costs: NA
- 5. Quantity: 1
- 6. **Future Acquisition Plans:** As needed. Funding source: General Fund.
- (l) <u>Pepper Ball Launchers (Full Tactical Carbine (FTC))</u>
  - 1. <u>Use of Equipment:</u> 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. <u>Transportation:</u> 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. <u>Use of Equipment:</u> 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. <u>Transportation:</u> 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. <u>Use of Equipment:</u>

### 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. <u>Transportation:</u> 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) <u>Defense Technology 12-Gauge Drag Stabilized Round (Part# 3027)</u>
  - 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. <u>Personnel:</u> NA
    - c. <u>Training:</u> 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. <u>Transportation:</u> 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

 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. <u>Use of Equipment:</u>

### 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. <u>Use of Equipment:</u> 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. <u>Transportation:</u> NA
    - e. Maintenance: \$13.95
    - f. Storage: NA
    - g. Upgrade: NA
    - h. Other ongoing costs: NA
  - 5. **Quantity:** 2
  - 6. <u>Future Acquisition Plans:</u> As needed. Funding source: General Fund.
- (u) MP-5 Select Fire Firearm
  - 1. <u>Use of Equipment:</u> 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. <u>Use of Equipment:</u> None
  - 2. <u>Concerns and Complaints Received:</u> None
  - 3. Internal Audit Results and Response: NA
  - 4. **Total Annual Cost:** \$33.90
    - a. Acquisition: NA
    - b. Personnel: NA
    - c. Training: NA
    - d. <u>Transportation:</u> 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. <u>Training:</u> NA
  - d. <u>Transportation:</u> NA
  - e. Maintenance: NA
  - f. Storage: NA
  - g. <u>Upgrade:</u> 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. <u>Use of Equipment:</u> 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. <u>Transportation:</u> 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. <u>Transportation:</u> NA
  - e. Maintenance: NA
  - f. Storage: NA
  - g. <u>Upgrade:</u> 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. <u>Use of Equipment:</u> 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. <u>Transportation:</u> 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. <u>Use of Equipment:</u> 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. <u>Transportation:</u> 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. <u>Use of Equipment:</u> 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. <u>Transportation:</u> 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. <u>Use of Equipment:</u> 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. <u>Transportation:</u> NA
  - e. Maintenance: NA
  - f. Storage: NA
  - g. <u>Upgrade:</u> 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. <u>Transportation:</u> 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 1<sup>st</sup> Defense (Part# 56746V)

- 1. <u>Use of Equipment:</u> 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. <u>Transportation:</u> NA
  - e. Maintenance: NA
  - f. Storage: NA
  - g. <u>Upgrade:</u> 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. <u>Use of Equipment:</u> 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.

Agenda Item No. 8.F Section: CONSENT CALENDAR

Meeting Date: May 9, 2023

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

AGENDA TITLE: Acceptance and Notice of Completion for the PW Yard Workshop HVAC

Upgrade Project, JN 521

**CONTACT: PUBLIC WORKS** 

### **COUNCIL ACTION REQUIRED:**

### **RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council accept the work and order the recordation of Notice of Completion for the PW Yard Workshop HVAC Upgrade Project, JN 521, which includes the following work:

- 1) Furnish and install 2 new Samsung Wind Free, 4-way cassette, single zone, split system HVAC units in the PW yard workshop.
- 2) Provide all new conduiting, system disconnects, power lines to roof units, interior components and thermostats.
- 3) Provided warranty cards and city personnel training on system operation.

Sufficient funds to complete this project were appropriated by council during the 2022-2023 Capital Improvement Budget using deferred maintenance funds.

### FINANCIAL IMPACT/COST:

Amount of Expense: \$38,111

Funding Source: Deferred Maintenance Fund

### **ATTACHMENTS:**

NOC PW Yard Workshop HVAC Proj, JN521.pdf

APPROVED:

Clint Osorio, City Manager

Cleurom .

RECORDING REQUESTED BY: WHEN RECORDED MAIL TO:

Mina Semenza, City Clerk

1700 W. 162nd Street

Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### NOTICE OF COMPLETION

### NOTICE IS HEREBY GIVEN, that:

- 1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162nd Street, Gardena, California 90247.
- 2. That on the \_\_\_\_7th\_\_\_ day of \_\_\_March 2023, the City Council of said City entered into contract with <u>Western Allied Corporation</u>, whose address is \_\_12046 Florence Ave, Santa Fe Springs, CA 90670 \_\_for the improvement titled \_\_\_PW Yard Workshop HVAC Upgrade Project, JN 521 \_\_ in accordance with City of Gardena Plans and Specifications.
- 3. That all of the work and improvement was located at \_\_\_\_\_\_1717 W 162<sup>nd</sup> Street, Gardena\_\_ in said City. The owner of the location is the City of Gardena.
- 4. That all of the work and improvement contemplated in and under said contract was substantially completed on \_\_March, 31 2023.
- 5. That the City Council formally accepted this work and improvement on May 9, 2023

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled <a href="PW Yard Workshop HVAC Upgrade Project, JN 521">PW Yard Workshop HVAC Upgrade Project, JN 521</a> in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this 2nd day of <u>May 2023</u>.

City of Gardena

Frank Sanchez

Agenda Item No. 8.G Section: CONSENT CALENDAR Meeting Date: May 9, 2023

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

AGENDA TITLE: <u>SECOND READING AND ADOPTION OF ORDINANCE NO. 1852</u>: Amending Section 2.48.020(B) of the Gardena Municipal Code Relating to Membership Eligibility of Youth Commission Members

**CONTACT: RECREATION & HUMAN SERVICES** 

### **COUNCIL ACTION REQUIRED:**

### **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.

Ordinance No. 1852 was introduced at the April 25, 2023 City Council meeting by Council Member Henderson.

### FINANCIAL IMPACT/COST:

No financial Impact

### **ATTACHMENTS:**

ORDINANCE No. 1852.pdf

APPROVED:

Clint Osorio, City Manager

Cleurom .

### **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:

<u>SECTION 1</u>. 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.
- <u>SECTION 2</u>. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.
- <u>SECTION</u> 3. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

### ORDINANCE NO. 1852

<u>SECTION 4</u>. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

<u>SECTION 5</u>. Effective Date. This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this 9th day of May, 2023.

	TASHA CERDA, Mayor
ATTEST:	
MINA SEMENZA, City Clerk	
APPROVED AS TO FORM:	
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 May 2, 2023

has been canceled.

The next regularly scheduled meeting will be held on May 16, 2023, at 7 p.m.

Dated this 28th day of April 2023

/s/ MINA SEMENZA City Clerk

### PUBLIC COMMENT #1

CITY CLERK'S OF

'23 MAY 4PM 3:56

### Georgina Placido

From:

Amber Richard <amber@melia-homes.com>

Sent:

Thursday, May 4, 2023 3:52 PM

To:

**Public Comment** 

Subject:

Moneta Pointe - Affordable Application and program flyer

Attachments:

MEL10-013 MonetaPointe\_Affordable\_Application\_02.pdf; 105251\_P11\_Flyer--

PROOF.pdf

Caution! This message was sent from outside your organization.

### Hello!

I wanted to pass along the information for Moneta Pointe's affordable application and our program flyer. Please see the attached. We have information on our website as well: <a href="https://meliahomes.com/communities/moneta-pointe/moderate-income-program/">https://meliahomes.com/communities/moneta-pointe/moderate-income-program/</a>

If you would please pass along the information to anyone who might be interested – we are eager to sell these homes to deserving families/ people!

Thank you for your help and please reach out with any questions.

#### **Amber Richard**

Vice President of Sales & Marketing Melia Homes

8951 Research Drive | Irvine, California | 92618

949.417.6260

Amber@melia-homes.com

MeliaHomes.com



# MONETA • POINTE



### EVERYONE DESERVES A NEW HOME

### Take Advantage of the Income Qualified New Home Program

To help more families achieve the dream of homeownership, Melia Homes is proud to offer a limited number of income qualified townhomes that are priced right for your budget. Applicants must prequalify with the builder's preferred lender and meet income guidelines to qualify. Applications will be available at the city of Gardena and online.

> Application period is from May 1st to July 1st, priority will be given to residents of the City and/or individuals who work in the City.

3 Story Townhome • 1 Bedroom + Den • 834 Sq. Ft.

Approx. \$125,000\*

Gated Community • Resort-Style Pool with Spa Recreation Area with Outdoor Kitchen & BBQ • Tot Lot

With just two income qualified units available for the program, don't wait!

Details at: MonetaPointe.com



310-995-9260 13633 S. Vermont Ave., Gardena, CA 90247

© Melia Homes 2023. All rights reserved. Square footages are approximations only. Renderings are artists' conceptions and for illustrative purposes only. Pricing effective date of publication and subject to change. \*Must meet moderate income guidelines established by the city of Gardena. Please see sales representative for details. DRE #01881347.

# MONETA + POINTE

### **INCOME VERIFICATION FORM**

Head of Household:		
Address:		
Telephone Number/Home:	Work:	
Date of Birth:	SS#	

### Household Composition

Name	Sex	Age	Dependant Yes/No	Social Security #

List additional household members on a separate sheet of paper.

### Annual Monthly Gross Income\*

Part 1 - Earned Income	Head of Household	Other Household Members	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fess, tips and bonuses			
2. Net income from business			
3. Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
4. Payment in lieu of earning, such as unemployment and disability compensation, worker's compensation and severance pay			
5. Public assistance, welfare payments			
6. Alimony, child support, other periodic allowances			
7. Regular pay, special pay and allowances of members of Armed Forces			
8. Other (describe)			
SUB-TOTAL EARNED INCOME			

### Monthly Gross Income - Continued

Part 2 - Investment Income	Head of Household	Other Household Members	Total
1. Income from real property (i.e. rental property)			
2. Interest paid on Bank and Savings Accounts			
3. Dividends and other payments from stocks and bonds			
4. Other (describe)			
SUB-TOTAL INVESTMENT INCOME			

<sup>\*</sup>Note: For intermittent and/or sporadic income sources, please provide the annual average of income over the last two tax years. The following items are not considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments, capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; special pay to a serviceman head of family away from home and under hostile fire; relocation payments under federal, state or local law; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; payments received pursuant to participation in the following programs; VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Service Program, and National Volunteer Program to Assist Small Business Experience.

### Assets\*\*

Sources of Assets	Head of Household	Does this asset generate income? If yes, specify in Part 2 - Investment Income above. If no, Write N/A.	Other Household Members	Does this asset generate income? If yes, specify in Part 2 - Investment Income above. If no, write N/A.	Total
1. Equity in Real Property (other than household's full-time residence)					
2. Bank & Savings Accounts					
3. Stocks & Bonds					
4. Other (describe)					
SUB-TOTAL					

<sup>\*\*</sup>Note: If total value of household assets exceeds \$5,000, income shall include the greater of (i) the actual amount of income, if any, derived from all of the household assets, or (ii) 10 percent of the value of all such assets.

<sup>\*\*\*</sup>Note: Necessary items used for personal use are excluded from household assets. Collections of items for hobby, investment or business purposes must be included in household assets.

### Calculation of Household's Annual Gross Income

Does the Household's TOTAL ASSET VALUE exceed \$3,000	! yes no			
If yes, skip to 2, below:				
1. If no, the Household's ANNUAL GROSS INCOME = ANNUAL GROSS EARNED INCOME + ANNUAL GROS	ss investment income			
+	= \$			
	ANNUAL GROSS INCOME			
2. If yes, calculate 10% x TOTAL ASSET VALUE = \$				
Circle the greater of;				
(i) Household's ANNUAL GROSS INCOME = \$				
(ii) 10% of Household's TOTAL ASSET VALUE = \$	,			
The Household's ANNUAL GROSS INCOME = the nur	mber circled above			
[GREATER of (10% TOTAL ASSET VALUE) + ANNUAL GROSS OR (ANNUAL GROSS INVESTMENT INCOME)] + EARNED INCOME				
+	= \$ ANNUAL GROSS INCOME			
Documentation				
Attached are true copies of the following:				
Paycheck stubs from two most recent pay periods	Bank/savings account verification			
Employment verification	Self-employment verification			
Income tax return	Unemployment verification			
Social security verification	Welfare verification			
Alimony/child support verification	Disability verification			
Other (describe:	)			

Agenda Item No. 13.A Section: DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

Meeting Date: May 9, 2023

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

AGENDA TITLE: Presentation of Environmental Impact Report Preparation for Land Use and Zone Changes Relating to the 2021-2029 Housing Element Update

### **COUNCIL ACTION REQUIRED:**

Staff Recommendation: Receive and File

### **RECOMMENDATION AND STAFF SUMMARY:**

On April 28, 2023, the Planning staff held a public Scoping Meeting for the intent to prepare an Environmental Impact Report for Land Use and Zone Changes Relating to the 2021-2029 Housing Element Update.

The purpose for the Scoping Meeting was to inform the public of the proposed project and the City's intent to prepare and Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA).

Staff, along with the City's environmental consultant, will be providing a condensed presentation provided at the Scoping Meeting and information on how the public can participate in the environmental process.

### FINANCIAL IMPACT/COST:

### **ATTACHMENTS:**

APPROVED:

Clint Osorio, City Manager

Oleunoms.

Agenda Item No. 13.B Section: DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

Meeting Date: May 9, 2023

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

AGENDA TITLE: <u>PUBLIC HEARING:</u> Urgency Ordinance No. 1853, an Ordinance Extending the Moratorium Prohibiting New Significant Tobacco Retail Businesses from Establishing in the City

### **COUNCIL ACTION REQUIRED:**

<u>Staff Recommendation</u>: Staff respectfully recommends that the Council conduct a public hearing and adopt Urgency Ordinance No. 1853, an extension of the moratorium prohibiting any new Significant Tobacco Retailer businesses from establishing in the City

### **RECOMMENDATION AND STAFF SUMMARY:**

The number of Significant Tobacco Retailer businesses within the City has increased significantly from ten (10) in October 2021 to sixteen (16) in March 2023. On March 28, 2023, Urgency Ordinance No. 1850, a moratorium on prohibiting any new Significant Tobacco Retailer businesses from establishing in the City was adopted so that staff could study the matter. The ordinance initially remains in effect for a period of forty-five (45) days, or until May 12, 2023. Government Code Section 65858 allows for an urgency ordinance to be extended for an additional 10 months and 15 days, with proper notification and a 4/5 majority vote.

Staff is recommending that Urgency Ordinance No. 1853 be adopted to enable staff to continue conducting the necessary research, hold study sessions with the City Council, and ultimately bring back an ordinance related to Significant Tobacco Retail businesses. Urgency Ordinance No. 1853 was properly noticed on April 20, 2023, and its adoption would extend the existing moratorium until March 27, 2024.

### **FINANCIAL IMPACT/COST:**

None

### **ATTACHMENTS:**

Staff Report - Tobacco Moratorium Extension Ordinance 1853.pdf
Ordinance No 1853 Tobacco Moratorium Ordinance Extension SIGNED.pdf
Tobacco Hearing Notice.pdf

APPROVED:

Clint Osorio, City Manager

Cleurom .



Agenda Item No. 13B Department: Community Development Meeting Date: May 9, 2023 Urgency Ordinance No. 1853

#### **AGENDA STAFF REPORT**

AGENDA TITLE: URGENCY ORDINANCE NO. 1853 – AN ORDINANCE EXTENDING

THE MORATORIUM PROHIBITING NEW SIGNIFICANT TOBACCO

RETAIL BUSINESSES FROM ESTABLISHING IN THE CITY.

### RECOMMENDATION:

Staff respectfully recommends that the Council conduct a public hearing and adopt Urgency Ordinance No. 1853, an extension of the moratorium prohibiting any new Significant Tobacco Retailer businesses 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. Furthermore, on April 25, 2023, in accordance with Government Code Section 65858(d), the City Council approved and issued a written report describing the measures taken to alleviate the condition which led to the adoption of the Ordinance.

### DISCUSSION:

Urgency Ordinance No. 1850 was adopted on March 28, 2023 and remains in effect for an initial period of forty-five (45) days, or until May 12, 2023. Government Code Section 65858 allows for an urgency ordinance to be extended for an additional 10 months and 15 days, with proper notification and a 4/5 majority vote.

Urgency Ordinance No. 1853 was properly noticed on April 20, 2023. Adoption of this ordinance would extend the existing moratorium until March 27, 2024. This extension would enable staff to continue conducting the necessary research, hold study sessions with the City Council, and ultimately bring back an ordinance related to Significant Tobacco Retail businesses.

### **LEGAL REVIEW:**

Urgency Ordinance No. 1853 has been prepared and approved by the City Attorney's Office.

FISCAL IMPACT:		
N/A		
Submitted by: _	Greg S. Tsujiuchi	Date: <u>5/09/2023</u>

### Attachment(s):

- Urgency Ordinance No. 1853
   Notice of Public Hearing

### **URGENCY ORDINANCE NO. 1853**

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

WHEREAS, Gardena Municipal Code section 5.52.010 defines a "significant tobacco retailer" as a business where "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;" and

WHEREAS, the City has seen a proliferation of Significant Tobacco Retailer businesses within the City, going from 10 in October 2021 to 16 in March 2023; and

WHEREAS, the City Council is concerned about this proliferation of businesses and the harmful effects of tobacco on the residents of the City; and

WHEREAS, the City has no specific regulations for Significant Tobacco Retailers that would protect minors, such as distance requirements from schools and/or youth-oriented areas; and

WHEREAS, on March 14, 2023, the City Council provided a directive for staff to draft a moratorium ordinance which will allow staff the opportunity to study various options to regulate Significant Tobacco Retailer businesses; and

WHEREAS, Government Code section 65858 provides that to protect public health, safety, and welfare, the City Council may adopt as an urgency measure an interim ordinance prohibiting certain uses while the City studies the prohibited uses; and

WHEREAS, on March 28, 2023 the City Council adopted Urgency Ordinance No. 1850, establishing a temporary moratorium on significant tobacco retailers; and

WHEREAS, on April 25, 2023, the City Council issued a written report detailing the steps that staff was taking to alleviate the conditions; and

WHEREAS, on May 9, 2023, the City Council held a duly noticed public hearing on the adoption of this Ordinance extending the moratorium on significant tobacco retailers;

NOW, THEREFORE, the City Council of the City of Gardena does ordain as follows:

<u>SECTION 1</u>. That the above recitals are true and correct and are adopted as the City Council's findings.

SECTION 2. Urgency Ordinance No. 1850, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ESTABLISHING A TEMPORRARY MORATORIUM ON SIGNIFICANT TOBACCO RETAILERS In order to protect the public health, safety and welfare of the community and pursuant to the provisions of Government Code section 65858, a moratorium is hereby extended in full force and effect for a period of 10 months and 15 days from the original expiration date which is May 12, 2023.

<u>SECTION 3.</u> This ordinance is declared to be an urgency measure and interim ordinance adopted pursuant to the provisions of Government Code section 65858. As set forth in the findings above, this ordinance is necessary for preserving the public health, safety and welfare of the community. Accordingly, upon adoption by a four-fifths vote of the City Council, this ordinance shall take effect immediately.

SECTION 4. This ordinance shall take effect immediately.

<u>SECTION 5</u>. The City Clerk shall cause this ordinance to be published as required by law.

<u>SECTION 6</u>. The City Council finds that, regarding the California Environmental Quality Act (CEQA), there is no possibility that the adoption of this ordinance may have a significant adverse effect on the environment (CEQA Guideline section 15061 (b)(3)).

PASSED AND ADOPTED by the City Council of the City of Gardena, California at a regular meeting thereof held on May 9, 2023.

	Tasha Cerda, Mayor
ATTEST:	
Mina Semenza, City Clerk	
APPROVED AS TO FORM:	
Carmen Vasques	
Carmen Vasquez, City Attorney	

TO: Gardena Valley News DATE: April, 2023

**FROM:** City of Gardena

**Publication Date: April 20, 2023** 

## CITY OF GARDENA NOTICE OF PUBLIC HEARING

**PUBLIC NOTICE IS HEREBY GIVEN THAT on Tuesday, May 9, 2023, at 7:30 p.m.**, the City Council of the City of Gardena will conduct a public hearing to consider the following:

## **Extension of Moratorium on Significant Tobacco Retailers**

On March 28, 2023, the Gardena City Council passed an urgency ordinance prohibiting the establishment of any new Significant Tobacco Retailers, as defined in Section 5.52.020 of Gardena Municipal Code. Pursuant to Government Code section 65858, on May 9, 2023, the City Council will consider an extension of the urgency ordinance.

**Project Location: Citywide Applicant: City of Gardena** 

The public hearing will be held in the Council Chambers of City Hall at 1700 West 162<sup>nd</sup> Street, Gardena, CA 90247.

The related materials will be on file and open for public inspection on the City's website at <a href="https://cityofgardena.org/agendas-city-council/">https://cityofgardena.org/agendas-city-council/</a> no later than May 5, 2023. You will have the opportunity to speak during the hearing. Written comments and documentation may be submitted by email to <a href="mailto:publiccomment@cityofgardena.org">publiccomment@cityofgardena.org</a>. Alternatively, comments may be mailed to City of Gardena, at 1700 W. 162<sup>nd</sup> Street, Gardena, California 90247.

If you challenge the nature of the proposed action in court, you will be limited to raising only those issues you or someone else raises at the public hearing described in this notice, or in written correspondence delivered to the Gardena City Council at, or prior to, the public hearing. For further information, please contact the Planning Division, at (310) 217-9524.

/s/ MINA SEMENZA City Clerk

Agenda Item No. 16.A Section: DEPARTMENTAL ITEMS - PUBLIC WORKS Meeting Date: May 9, 2023

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

AGENDA TITLE: Scope for the Council Chamber's Audio and Visual Upgrade Project

## **COUNCIL ACTION REQUIRED:**

City Council provide direction to staff if/how to proceed with the Audio and Visual Upgrades for the Council Chamber.

## **RECOMMENDATION AND STAFF SUMMARY:**

In March 2020, Governor Newsom issued an Executive Order to temporarily suspend requirements for the Brown Act in an effort to reduce the spread of COVID-19. As a result, City Council meetings were held remotely from April 2020 through September 2022. When these meetings were beginning to be transitioned back to in-person, the Council recognized that the audio and visual system in the Council Chambers were significantly outdated, had multiple failures, and could not support the functions for a "hybrid" meeting. Staff was directed to obtain quotes for the systems to be upgraded to meet these needs.

Staff obtained a quote from a vendor that had performed previous work in City facilities in April of 2022. The upgrades were divided into four (4) different phases by the vendor. Council recently directed that an updated proposal be obtained and is attached to this staff report. The phases and associated costs are as follows:

- Phase 1 Broadcast System
  - The upgrades for the Broadcast System include high definition (HD) audio and visual. This system allows streaming of the Council meetings via a virtual platform such as YouTube, Zoom, etc. Cameras will be upgraded and will capture the Dais, podium and audience. Audio upgrades include adding 13 digital outputs, 6 digital outputs and multi-viewer output. Visual upgrades include adding a UHD 4K commercial display.
  - This phase is approximately \$131,000.
- Phase 2 Council Chamber System
  - The upgrades for the Council Chamber System include two UHD 4k commercial displays which will be for the main presentation area, sound will be distributed through ceiling mounted speakers and 13 desktop microphones will be installed. The system can stream and record in real-time. The digital clock will also be replaced at the podium to limit the time for the speaker/presenter.

- This phase is approximately \$207,000.
- Phase 3 Boardroom System (MIC Center)
  - The upgrades for the Boardroom System include a UHD 4K commercial display and an all-in-one fixed matrix switcher with amp and control processor. This will provide the ability to select the presentation media and content to display. This upgrade will have a sound bar and display conferencing is available.
  - This phase is approximately \$61,000.
- Phase 4 Professional Camera System
  - The upgrades for the Professional Camera System will add a professional portable camera system.
  - This phase is approximately \$26,000.

The total cost for these upgrades is \$425,000.

As this project is significantly expensive, staff proposes that an alternative scope be evaluated. This scope would include upgrades to the critical components of the existing system and would not include the full hybrid option. Residents would be able to call into provide their verbal public comments on Microsoft Teams, but would not have their video be visible. The upgrades would include new cameras, microphones, and recording equipment.

Once Council gives direction for the scope of the project, a Request for Proposal for the upgrades will be created and competitive bids will be obtained for award by the Council.

## FINANCIAL IMPACT/COST:

Unknown as the scope of the project will determine the budget.

## **ATTACHMENTS:**

Vector USA Proposal Council Chamber AV Upgrade

Cleuroms.

APPROVED:

Clint Osorio, City Manager



Prepared For: City of Gardena

Alex Pinto

1700 W 162<sup>nd</sup> St.

Gardena, CA 90247

**Project Description:** Council Chamber AV Upgrade

Ver. 003

Prepared By: Kyle Messinger

**Account Executive** 

310-436-1097

kmessinger@vectorusa.com

James Huynh

Estimator

jhuynh@vectorusa.com

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## **Company Overview**

VectorUSA's corporate vision is to become the unsurpassed standard in "connecting people to information and the world." We build our business one customer at a time through our family of dedicated employees providing reliable, high quality communications designs and solutions that exceed our customers' expectations.

Headquartered in Torrance, CA, with offices in San Diego, CA, Rancho Cucamonga, CA, Scottsdale, AZ and Charlotte, NC, VectorUSA maintains an industry-wide reputation for delivering the highest quality products and services while executing projects on time and on budget in all types of production environments.

VectorUSA employs more than 350 people trained and certified to support the products and services we offer. Through continuous training and education, we maintain numerous certifications in the areas of Data Center Design and implementation, Collaboration / Video Conferencing, Unified Communications / VoIP, Cloud, Network Infrastructure, Wireless Networking, Cyber Security, Physical Layer - Fiber and Copper Infrastructure, Surveillance & Analytics, Access Control as well as Commercial and Professional Audio-Visual Systems.

Customer service and support is paramount; to provide the best service possible, VectorUSA has two network operation centers one in California and another in North Carolina. This allows us to provide 24/7/365 coverage to our clients.

VectorUSA has established partnerships with the industry leading manufacturers included in our products and service portfolio. Our partnerships include Cisco Gold, Cisco Data Center Architecture, Cisco Collaboration Architecture, HP Enterprise / Aruba Platinum, Microsoft, VMWare, Veeam, Fortinet, Qognify, Milestone Gold, Avigilon, Axis, Hanwa Gold, Siemon Company, CommScope, Corning, Sumitomo, Hitachi, Crestron, Extron as well as other industry leading manufacturers.

## **Statement of Work**

VectorUSA is pleased to present the following proposal to City of Gardena, located in Gardena, California.

The proposed scope of work (SOW) is based on client information gathered from conversations, Onsite Meeting, and our experience with similar types of projects. The Area of concern will be designed to accommodate and provide the requested audio-visual equipment needs as specified pre-SOW only, please review Scope of Work (SOW) and Bill of Materials (BOM). No other services or items will be provided beyond this proposal.

Areas detailed below will only pertain to this proposal:

- City Council Chambers
  - Phase 1 Broadcast System Upgrade
  - Phase 2 Council Chambers Upgrade
  - Phase 3 Boardroom Upgrade
  - Phase 4 Professional Camera System (Portable)

The proposal includes the furnishing of all misc. materials, labor, transportation, tools, permits, fees, utilities, and incidentals necessary for the complete installation of all work specified within this document.

Please note that the necessary onsite Audio-Visual training will be held after the complete installation of equipment and programming. The training will cover any areas of concern, system functionality and standard use.

VectorUSA has based this project on CA Prevailing Wage rates. Wage rates are for 1st shift effort, starting prior to 9:30 am and with a project completion by 12/31/2023. If the project requires a later start time or is not anticipated to be completed until 2024, labor rates are subject to change based upon the increase in PW rates already determined.

## Scope of Work - Audio Visual

## Phase 1 – Broadcast System Upgrade

#### **CONTROL ROOM DISPLAYS:**

The Control room will be outfitted with one (1) 65" UHD 4K wall mounted commercial display, which will allow the operator to view the Multi-Window output of the Production Switcher. The display will be mounted on the front wall area of the control room above the work surface of the table. The front wall mounted display will be the main preview area for cameras and any connected media content.

In addition, two (2) new 8" Dual Rack-mountable LCD monitors will be installed for individual source preview. One (1) 24" monitor with stand will be provided for the character generator preview. The 24" monitor will be installed on the desk top next to the production switcher.

#### **System Elements**

- One (1) 65" UHD 4K Commercial Display
- One (1) Wall mount
- Two (2) 8" Dual Rack mount monitors
- One (1) 24" Monitor

#### **COUNCIL CHAMBERS CAMERAS:**

The Council Chamber will utilize an Auto-Tracking Camera processor system, which will view the Dais, Podium, and the audience without the need for a camera operator. This system also allows streaming of events via YouTube, recording of meetings on a client remote or local drive and display cameras on the program Display System. There will be a total of five (5) cameras, three (3) dedicated to capturing images from the Dais and podium and two (2) for the audience video capturing. The system is an HDSDI based system and will utilize HDMI to SDI converters to feed the cameras into the system and allow the direct ISO feeds to the presentation system Matrix Switcher. In addition, the cameras will be setup to allow manual control via a Pan & Tilt Controller when meetings or conditions require.

#### System Elements:

- One (1) Auto Tracking System Processor
- Five (5) Auto Tracking Cameras
- One (1) Pan and Tilt Controller

#### **VIDEO PRODUCTION SWITCHER SYSTEM:**

The Control Room will receive one (1) new Production Switcher to manage switching, apply effects, overlays, or graphics in real time, Joystick, control buttons, and a weighted T-bar. The switcher will allow for total of thirteen (13) digital inputs, six (6) digital outputs, and multi-viewer output that can support up to 10 source displays.

One (1) new Character Generator will be installed to support Key & Fill, 3D text, and graphics into the video streams. This device will allow for smooth, continuous stream of titles/graphics without any break.

In addition, the system includes a Sync Generator and DA (Distribution Amplifier) for system timing on transitions, two (2) Digital Recorders/Players for recording and playing back all meetings or storing on a local device, and a DA (Distribution Amplifier to distribute the program feed to all required destinations in and out of the City Council Chamber.

## **System Elements**

- One (1) Production Switcher
- One (1) Character Generator
- One (1) Sync Generator
- Five (5) SDI/HDMI converters
- Two (2) HDSDI Distribution Amplifiers
- Two (2) Digital Recorder/Players

## **EQUIPMENT STORAGE:**

VectorUSA will repurpose the existing equipment rack for storage of the new AV components. All equipment installation and rack fabrication will be conducted onsite.

#### **DECOMMISSIONING:**

Vector will remove all existing old A/V components with cabling to make space for the new product to be installed written in the scope of work only. Vector will repurpose existing pathways for all new cabling and new AV components requested.

### Phase 2 – Council Chamber System Upgrade

#### **DISPLAYS:**

The Council Chamber Room will receive one (1) 85" UHD 4K wall mounted commercial display that will accompany the existing 80" display. The new display will be mounted on the right-side viewing wall adjacent from the current existing 80" display at the dais location. The (2) large, wall-mounted displays will be the main presentation area to present and route/switch any connected media content for the board members.

In addition, two (1) new 65" LCD/LED 4K commercial display will be mounted on a swingout mount on the rear sides of the room to add to the currently installed (2) displays for the audience area. The displays will mirror and present any connect media content via the system control panel.

#### **System Elements**

- One (1) 85" UHD 4K Commercial Display
- One (1) Wall mount
- Two (2) 65" UHD 4K Commercial Displays
- Two (2) Swing-out wall mounts

#### **MATRIX SWITCHER:**

The new modular 16x16 modular matrix switcher will be designed and implemented for the Council Chamber. The matrix switcher will also consist of a variety of digital input/output cards that will be selectable for the connected media provided. The proper extended receiver boxes will be selected for the appropriate design and system functionality to extend the video signals to each display.

### The presentation source will consist of:

- Two (2) HDMI Wall Plates (Dais & Podium locations)
- One (1) Dedicated PC (Soft Codec device)
- One (1) Blu-ray Player
- One (1) Apple TV
- One (1) Wireless Presentation Device
- Four (4) PTZ Cameras

#### **System Elements**

- One (1) 16x16 Modular matrix switcher
- Seven (7) HDMI Video Receivers
- One (1) HDMI Video Receiver Decora
- Two (2) HDMI Video Transmitters
- Four (4) Digital inputs cards
- Seven (7) Digital outputs cards

#### **AUDIO/MCIROPHONES:**

Sound will be distributed through ten (10) new, flat-field ceiling mounted speakers, supported by two (2) 4-channel audio amplifier, which will be installed for the required audio. Speakers will be installed in the appropriate areas to maintain sound pressure. Speaker zones will be design for a mix-minus audio solution to minimize audio feedback.

Thirteen (13) 18" desktop microphones will be installed and configured to revolve around the dais area for each of the board members to capture vocals for meeting and video conferencing. The new microphones will also be used for sound reinforcement within the room. In addition, one (1) new wireless microphone system with (2) handheld microphones will be designed to revolve around the room configuration for audience participations. Accompanying the wireless microphones will be one (1) Antenna distribution system with wide-band antennas which will be installed with in the council chamber area. To support all the new microphones at the dais location will be four (4) Audio Input Expanders with AEC which will.

One (1) 12x8 Digital Sound Processor (DSP) will be installed and configured to function with the newly installed microphones and new A/V system. All audio signals will be process through this unit for the proper Auto Echo Cancelation (AEC), audio routing, and sound equalization.

#### System Elements

- Ten (10) Flat Field ceiling mounted speakers
- Two (2) 4-channel audio amplifier
- Thirteen (13) 18" Desktop microphones
- One (1) 12x8 Digital Sound processor w/AEC
- Four (4) Audio Input Expanders w/ AEC
- Two (2) Audio Output Expanders
- Two (2) Audio Network Switches

#### **ASSISSTANCE LISTING:**

One (1) FM Assisted Listening System (ALS) will be installed as required, twelve (12) FM receivers will be provided with the necessary accessories. Audio will be programmed and configured to accept all outgoing room audio simultaneous for the hearing impaired.

#### System Elements

- One (1) FM Assisted Listening System (ALS)
- Twelve (12) FM Receivers
- Necessary Accessories: Neck loop, Earphones, etc.

#### WIRLESS COLLABORATION:

The Council Chamber will receive one (1) Wireless Presentation and Collaboration device to enable BYOD devices to display up to 1080p/60 content to the connected AV system wirelessly using the provided free app. The unit can connect laptop/PC/mobile devices and can concurrently display up to four participants' screens to a single display designated by the control system.

NOTE: Client must provide a static IP address for the collaboration device, which must reside on Client's network. In addition, a wireless network must be available for proper BYOD functionality and to enable participants to connect to the Internet. However, internet access will be at the discretion of the Client.

#### System Elements

• One (1) Wireless Presentation and Collaboration device

#### **AV-BRIDGING:**

One (1) USB AV Bridge will be provided to accommodate the ability to integrate soft codecs such as Skype, Cisco, Jabber, Zoom etc..., via USB peripheral device. A client Laptop/PC will be able to leverage and utilize the new camera and microphone components in this design to provide near-end audio and camera images through a new USB connection to the provided PC. This system will require the client to change their USB devices setting on their Laptop/PC to deploy this function. The necessary camera images & microphone audio will be routed to this device.

Note: Any all UC soft-codec accounts and levels are the responsibilities of the client (i.e., Zoom, Microsoft Teams, etc...), VectorUSA will not provide any licensing or accounts information. Please refer to your IT department for additional information on business accounts. All UC features should be managed by your department.

### **System Elements**

One (1) USB AV Bridge

#### STREAMING & RECORDING PROCESSOR:

Streaming and Recoding will be installed to accommodate real-time video capturing and live streaming via the client provided device/machine. Vector will direct all video and audio signals necessary for streaming and recording capture.

## **TIMER CLOCK:**

One (1) Digital clock timer with podium signal light will replace the older existing system. This will be used to limit the time for any chosen speaker/presenter during a meeting. The timer limits and control will be integrated into the control touch panel for setting and parameters.

## **System Elements**

- One (1) Limit Timer system
- One (1) Podium Signal Light

#### **CONTROL:**

The Council Chamber will receive two (2) new 15" wired color touch panel for easy access of AV control. The 1st control panel will be installed into the media control room area, the 2nd control panel will be installed at the Clerk's station "exact location TBD". The AV system will be controlled with one (1) integrated system control processor. All custom programming will be designed and programmed to customer's approval and system abilities.

#### Programming functions will include:

- Power On/Off
- Source Selection and Routing
- Audio Conference Control
- Voting System Control
  - o Basic Call to Vote
    - Yes
    - No
    - Abstain
  - Vote Results
  - Voting Setup
  - Vote display
- Audio level and trim control
- Auto Tracking Camera System Control
- Broadcast/Streaming Control
- Overflow routing Control
- Display Control
- 1-2 Tech Pages for advanced users
- 4-5 GUI custom pages

#### System Elements

- One (1) System Control Processor
- One (1) Touch Interface
- Two (2) 15" Tabletop Touch Panels
- Seven (7) 3.5" Portrait Touch Panels
- Seven (7) Surface mount boxes
- One (1) 26-Port Network POE Switch

#### **EQUIPMENT STORAGE:**

VectorUSA will repurpose the existing equipment rack for storage of the new AV components. All equipment installation and rack fabrication will be conducted onsite.

#### **ELECTRICAL:**

Vector will provide the necessary 110/120v electrical outlets for the new wall mounted displays only, all electrical power will be taking form an existing convenience outlet within the room only...No new circuits will be provided. Power will supply with MC Flex, Adaptors and one (1) Single Gang Electrical box.

Note: Vector assumes that existing Electrical Power is above the ceiling to accomplish this electrical task. If Power is not available, Vector will recommend a solution to the client in a form of a change order.

## **DECOMMISSIONING:**

Vector will remove all existing old A/V components with cabling to make space for the new product to be installed written in the scope of work only. Vector will repurpose existing pathways for all new cabling and new AV components requested.

#### Phase 3 – Boardroom System Upgrade

#### **DISPLAYS:**

The Boardroom will be outfitted with one (1) UHD 4K 85" wall mounted commercial display. The display will be mounted at the front viewing area of the conference table with a soundbar & camera mounted below. The display to be implemented, will be the main presentation area to present and route/switch any connected media content.

### **System Elements**

- One (1) 85" UHD 4K Commercial Display
- One (1) Wall Mount

### **FIXED MATRIX SWITCHER/SOURCE:**

One (1) new 8x4 All-in-One fixed matrix switcher w/amp & control processor will be designed and implemented for the Boardroom. The fixed matrix switcher will consist of variety of digital inputs and outputs (only) and will have the ability to select the noted presentation media source and/or content to the display. The proper transmitter and receiver boxes will be selected for the appropriate design and system functionality to extend video signal to the appropriate destinations.

The presentation source will consist of:

- One (1) HDMI Table Input
- One (1) Dedicated PC
- One (1) Wireless Presentation Device
- One (1) Apple TV
- One (1) Video Teleconference (Zoom/Teams)

## System Elements

- One (1) 8x4 all-in-one fixed matrix switcher w/amplifier & control processor
- One (1) 3x1 Video transmitter
- One (1) HDMI Video receiver

#### **UC VIDEO CONFERENCE:**

VectorUSA will install one (1) Soundbar system which is comprise of integrated 1080p manual PTZ camera, speaker, and microphones. The soundbar system will be applied to engage Zoom or Teams UC Video conferencing. The UC functions will be controlled through the hosting computer or laptop.

Note: All UC soft-codec accounts and levels are the responsibilities of the client (i.e., Zoom, Skype, Microsoft Teams, etc...), VectorUSA will not provide any licensing or accounts information. Please refer to your IT department for additional information on business accounts. All UC features should be managed by your department.

## System Elements

- One (1) Rally Bar w/ built-in Camera, Microphone, and Speaker/Soundbar
- One (1) USB Transmitter
- One (1) USB Receiver

#### **AV-BRIDGING:**

One (1) USB AV Bridge will be provided to accommodate the ability to integrate soft codecs such as Skype, Cisco, Jabber, Zoom etc..., via USB peripheral device. A client Laptop/PC will be able to leverage and utilize the new fixed cameras and microphones components in this design to provide near-end audio and camera images through the dedicated PC or the new USB connection at the existing conference table. This system will require the client to change their USB devices setting on their Laptop/PC to deploy this function. The necessary cameras & microphone audio will be routed to this device.

Note: Any all UC soft-codec accounts and levels are the responsibilities of the client (i.e. Zoom, Skype, Microsoft Teams, etc...), VectorUSA will not provide any licensing or accounts information. Please refer to your IT department for additional information on business accounts. All UC features should be managed by your department.

## **System Elements**

• One (1) USB AV Bridge

#### **WIRLESS COLLABORATION:**

The Boardroom will receive one (1) Wired/Wireless Presentation and Collaboration device to enable BYOD devices to display up to 1080p/60 content to the connected AV system wirelessly using the provided free app. The unit can connect laptop/PC/mobile devices and can concurrently display up to four participants' screens to a single display designated by the control system.

NOTE: Client must provide a static IP address for the collaboration device, which must reside on Client's network. In addition, a wireless network must be available for proper BYOD functionality and to enable participants to connect to the Internet. However, internet access will be at the discretion of the Client.

## System Elements

• One (1) Wired/Wireless Presentation and Collaboration device

#### **CONTROL:**

The conference room will receive one (1) new 10" wired color touch panel for easy access of AV control. The control panel will be installed at the conference table, "exact location TBD". System will all to be controlled with one (1) integrated system control processor, mention above. All custom programming will be designed and programmed to customer's approval and system abilities.

## Programming functions will include:

- Video Conferencing controls w/Content Sharing
- Video switching with audio (up to 5 sources)
- Media volume up/down for Media only
- Confirmation page for on/off
- System Power
- 4-5 GUI Custom pages

#### **System Elements**

• One (1) 10" wired tabletop color touch panel

#### **EQUIPMENT STORAGE:**

VectorUSA will repurpose the existing equipment rack for storage of the new AV components. All equipment installation and rack fabrication will be conducted onsite.

## **CONFERENCE TABLE:**

One (1) AV Pop-Up Hideaway Cable Cubby will be provided and integrated into the existing conference table. The cubby will consist of the following AV connections: 1-HDMI/1-USB/2-Data.

#### **System Elements**

• One (1) AV Hideaway Cable Cubby

## **DECOMMISSIONING:**

Vector will remove all existing old A/V components with cabling to make space for the new product to be installed written in the scope of work only. Vector will repurpose existing pathways for all new cabling and new AV components requested.

## Phase 4 – Professional Camera System (Portable)

Vector will supply the following components for the Professional Camera System only, items listed below will be handed over the point of contact for the City Council Chamber.

Professional Camera System Elements:

- One (1) Pro HD Camcorder
- One (1) Fluid Video H & Aluminum Tripod
- One (1) Camera Control system kit
- One (1) Light Bar
- One (1) Battery and Charger kit
- One (1) Camera Case

#### **Deliverables**

Upon completion of work outlined in the Statement of Work, VectorUSA will provide the client with a closeout package containing the following documentation:

VectorUSA will provide the following deliverables at the end of the project "If Necessary and/or Part of Scope". Client will receive Audio-Visual line diagram(s) that state point to point connectivity that will correspond to the necessary product connection details "NEW SYSTEM ONLY". Client will receive one (1) printed copy of as-built drawings along with one (1) USB thumb drive copy of documents in a visible electrical format (PDF). Deliverable will also include a copy of the latest custom program and/or configuration codes with the necessary links and modules for reconfiguration.

Please note that programs and/or configuration codes are only visible to authorized vendors or certified personal only (industry standards).

#### **Deliverables**

- Audio-Visual line diagrams (hardcopy and thumb drive)
- Configuration codes (DSP/CONTROL) (thumb drive only)

The above noted items are needed for any future upgrades, updates, changes, and services. No other documentation will be provided beyond what has been noted or agreed upon.

Please note that no software or software training will provide along with documentation, Vector recommends reaching your local VectorUSA account sales executive to engage with any additional professional services.

## **Assumptions**

- Vector assumes the client is responsible for any, and all audio/visual existing items are in working condition. OFE items are not covered under this proposal.
- Vector assumes the client is responsible for providing the proper (LAN) Local Area Network connection to support the audio-visual system needs, all items must be ready prior to installation. Vector also assumes that client is also aware of providing the needed static IP address to place system on the client network (if necessary or noted in our SOW). A Vector project manager will provide additional communication with the client prior to implementation.
- Vector assumes that there are sufficient electrical outlets for all audio/visual (A/V) electrical requirements.
  The project manager will coordinate with the client/contractor prior to installation with the electrical
  positioning, location, and requirements for all AV needs. If insufficient outlet locations, the Client will be
  responsible for any additional requirements necessary.
- Vector assumes that the current Structure can support the weight of any of the new display devices that
  will be mounted to the wall. If not structurally sound, the Client will be responsible for any additional
  support necessary.
- VectorUSA has based this project on CA Prevailing Wage rates. Wage rates are for 1<sup>st</sup> shift effort, starting prior to 9:30 am and with a project completion by 12/31/2023. If the project requires a later start time or is not anticipated to be completed until 2024, labor rates are subject to change based upon the increase in PW rates already determined.

#### **Exclusions**

- Vector will not inherit the responsibility nor warranty the existing OFE components.
- Vector has not included any structural engineering for additional wall mounting support in this proposal.

## **Project Parameters / Caveats**

Change Order: Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

Proprietary Information: The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and / or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

Add & Delete: Any additional work requested outside of the scope of work will be considered as separate work and addressed in

the form of a written change order. This proposal is not to be used as an "add & delete" schedule.

Defective Materials: If, due to problems with the existing hardware and / or materials provided by the client or other third parties, here is a delay and / or VectorUSA is unable to perform the work outlined in the scope of work it will be addressed in the form of a written change order.

Extraordinary Service: Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and / or materials caused by a site not being prepared as called for in this proposal. VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

Schedule: VectorUSA plans to implement this project in a continuous fashion or following the baselined schedule if submitted as part of this project. If delays or changes are introduced that are outside of VectorUSA's control, and those changes result in additional cost those costs will be addressed in the form of a written change order.

Delays: The client must provide five (5) working days advance notice of any delays that will impact this project. If proper notice is not provided VectorUSA reserves the right to issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed in the form of a written change order.

Workdays / Overtime: All work will be performed during VectorUSA's standard business hours of 7am - 5pm, Monday – Friday, or as specified in the statement / scope of work. If changes to the stated work hours are required due to conditions outside of VectorUSA's control result in additional cost those costs will be addressed in the form of a written change order.

## **Price Guarantee**

Due to the volatility in markets affecting material costs across all product lines we can only guarantee material costs for 30 days unless otherwise specified. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal.

## **Lead Time Disclaimer**

At the time of this proposal lead time for the materials specified was up to 24 Weeks.

Lead times on material orders are verified at the time we submit our proposals based on our understanding of the anticipated project period of performance. With the current volatility in the market driven by supply and demand those lead times cannot be guaranteed past the date of the proposal. Lead times will be refreshed once a purchase order is received and if any items have lead times that impact the project timeline a Stakeholder notification will be sent. If needed alternative "equivalent" products may be discussed and if agreed upon substituted to maintain the desired period of performance.

## **Project Pricing**

City of Gardena Council Chamber AV Upgrade Proposal, v3 (Updated Pricing

## CATEGORY SUMMARY

VRN-109988-006 04/04/2023

		Material	Labor	Total
PHASE 1 - BROADCAST SYSTEM		86,196.91	35,816.83	122,013.74
PHASE 2 - COUNCIL CHAMBER		121,040.40	73,433.33	194,473.73
PHASE 3 - BOARDROOM		35,421.49	21,997.08	57,418.57
PHASE 4 - PORTABLE CAMERA		23,339.03	0.00	23,339.03
	PROJECT SUB-TOTAL	265,997.83	131,247.25	397,245.08
	SALES TAX			26,458.23
	PROJECT TOTAL			423,703.31

## **Warranty**

VectorUSA provides, for all work completed under this contract our Vector USA warranty. This warranty coverers all workmanship for a period of one year unless specifically extended in writing as part of this agreement.

While this agreement extends the manufacturer's warranty for all items installed that warranty does not include labor required to replace, return, remove, install, or configure those items. If a product or item requires replacement under the manufacturer's warranty VectorUSA will provide the labor to replace that item on a time & material basis. Materials covered under that warranty will be provided under the warranty, if any additional supporting materials are required that are not covered, they would be billed.

Please note that RMA's typically require the product to be returned in the original packaging. It is recommended that packaging be retained if possible.

This warranty does not include any damages or cost related to unforeseen environmental evens including but not limited to fire, water, rodents, construction, abuse, or misuse. Vector USA can address and repair issues of this nature through a service request at an additional cost. If Vector USA responds to a warranty request and upon arriving on site or at any time during that warranty call determines that the issue is related to an uncovered event or condition work will stop and the client shall be notified. If the client authorizes the repairs the warranty call will be converted to a service call and billed accordingly

## **Terms & Conditions**

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer 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. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder 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 Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnification: The Parties agree to hold each other, their employees, officers, directors, affiliates, and agents harmless from and to defend and indemnify each other from and against any and all claims, actions, disputes, fines, penalties, liquidated damages, reasonable legal costs, or other loss or liability arising from the negligent acts or omissions of the Party, its employees, officers, directors, affiliates and agents under this Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment. Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Sales Tax: If Sales tax is applicable, it shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and/or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract.

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

(Signature)

# **Signature & Acceptance**

Material Total Labor Total Tax Total Proposal Total	\$ \$ \$	265,997.83 131,247.25 26,458.23 423,703.31		
Accepted and Approve	ed for:			
City of Gardena 1700 W 162 <sup>nd</sup> St. Gardena, CA 90247			VectorUSA 20917 Higgins Ct. Torrance, CA 90501	
(Date)			(Date)	
(Printed Name)			(Printed Name)	
(Printed Title)			(Printed Title)	

(Signature)

Agenda Item No. 16.B Section: DEPARTMENTAL ITEMS - PUBLIC WORKS Meeting Date: May 9, 2023

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

AGENDA TITLE: Award Construction Contract for the Local Streets Improvement 2020/2021, 2021/2022, and 2022/2023, JN 987, 994 and 514, to Onyx Paving Company, Inc. in the amount of \$2,424,000. Additionally, Award Construction Management and Inspection Services Contract to Uniplan Engineering Inc., in the amount of \$145,560, Approve the Project Plans & Specifications 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
- Declare CEQA Exemption

## **RECOMMENDATION AND STAFF SUMMARY:**

On October 12, 2021, the City Council approved the engineering design phase for Local Streets Improvement 2020/2021, 2021/2022, and 2022/2023, JN 987, 994, and 514. The street segments were identified in the Pavement Management Program as a priority for maintenance rehabilitation. The current Pavement Condition Index score (PCI) ranges from 39 to 82 (poor to good) and will reset to 100 (very good) upon completion of the roadway improvements. The project work includes grinding and overlay, slurry sealing, 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.

In March of 2023, the design was completed (approximately one year delay due to scheduling conflicts with Golden State Water's projects) and Public Works finalized the plans and specifications then published a bid request in CR Planwell, Gardena Valley News and the City website. The following three (3) bids were received on April 25, 2023.

1.	Onyx Paving Company, Inc., Anaheim	\$2,424,000
2.	All American Asphalt, Corona	\$3,543,200
3.	Hardy & Harper, Inc. Lake Forest	\$3,545,000

Onyx Paving Company was contacted by City staff in regards to the discrepancy between their

bid and the second and third bidder. They assured the City they felt confident about their unit costs and wanted to proceed with being awarded the contract. We expect Onyx's low bid was due to the Vermont Ave. project being done at the same time. 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 October of 2023.

Requests for Construction Management and Inspection services for the project were also sent to four (4) on-call consultants on March 27, 2023. Uniplan Engineering Inc. submitted the lowest responsible bid in the amount of \$145,560. Uniplan Engineering Inc. has over two (2) decades of experience in Construction Management and Inspections services for local municipalities throughout Los Angeles County including previously providing services to the City of Gardena. Staff are qualified managers and inspectors for different disciplines. Other bids were Cannon at \$187,101, Anser Advisory at \$208,510 and SA Associates at \$246,000.

Staff recommends that the City Council approve the award of the construction contract for the Local Streets Improvement 2020/2021, 2021/2022, and 2022/2023 project, JN 987, 994 and 514 to Onyx Paving Company in the amount of \$2,424,000 and additionally:

- a. Award Construction Management and Inspection (CMI) Services to Uniplan Engineering Inc. in the amount of \$145,560.
- b. Approve Plans and Specifications.
- c. Declare this project to be categorically exempt under CEQA, Class 1, Section 15301, as rehabilitation of existing facilities.

## FINANCIAL IMPACT/COST:

## **Source of Funds**

JN 978, FY 2020-2021 Budget - SB 1	\$1,000,000
JN 994, FY 2021-2022 Budget - SB 1	\$1,893,047
JN 514, FY 2022-2023 Budget - SB 1	\$1,375,000
Total	\$4,268,047

## **Estimated Expenditures**

<u> </u>	
Design Phase Expenditures and Job Cost	\$175,121
Construction Management & Inspection and Job Cost	\$165,560
Construction Contract Award	\$2,424,000
10% Construction Contingency	\$242,400
Total	\$3,007,081

## **ATTACHMENTS:**

Onyx Bid Proposal.pdf
Uniplan Proposal for Construction Management and Inspection.pdf
Project Specifications.pdf
Project Location Map.pdf
Notice of Exemption.pdf
Project Plans 1 of 2.pdf
Project Plans 2 of 2.pdf

## APPROVED:

Cleur donn .

Clint Osorio, City Manager

Attn: City. do City Clerk Onyx Paving Company, Inc. 2890 E. La Cresta Ave. Anaheim, CA 92806

Gardena, CA 90247

Sealed Bid for: Local Streets Improvement 2020-2021, 2021-2022, and 2022-2023 Various Locations Project No. JN 987/994/514



## **CITY OF GARDENA**

# **CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR** 

# LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

JN 987/994/514

**JUNE 2023** 

## CITY OF GARDENA

# **CONTRACT DOCUMENTS AND SPECIFICATIONS**

FOR

# LOCAL STREETS IMPROVEMENTS 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

JN 987/994/514

Plans & Specifications prepared by:



Surender Dewan, RCE No. 34559

## Memoranda:

Plans and specifications are available at Planwell Administrator, 562.436.9761 or <a href="https://www.crplanwell.com">www.crplanwell.com</a>

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

## LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS PROJECT NO. JN 987/994/514

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. 162<sup>nd</sup> Street, Gardena, California, until **1pm** on **April 25, 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 25, 2023 (Shortly thereafter the deadline)
Join ZOOM Meeting

https://us02web.zoom.us/j/81471642611 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 <a href="mailto:cityclerk@cityofgardena.org">cityclerk@cityofgardena.org</a>.

All bids must be in writing, must be sealed, and must be plainly marked on the outside: "BID ON PROJECT NO. JN 987/994/514. 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:

The work shall consist of furnishing all labor, materials, tools, equipment, appurtenances and incidentals for removal and disposal of existing asphalt pavement, placement of ARHM overlay, slurry seal, adjustment of access openings, reconstruction of curb and gutter, sidewalk, cross gutters, curb ramps, removal and installation of trees, traffic striping and signage, and related work in accordance plans and specifications.

ENGINEER'S ESTIMATE:

\$2,150,000

The time of completion of contract shall be **75 working days** as defined in the latest Standard Specifications for Public Works ("Greenbook"). Liquidated Damages, as defined in Section 6-9, shall be **\$1,000.00 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 City intends to issue the Notice to Proceed on June 26, 2023.

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. 162<sup>nd</sup> 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 <u>"A"</u> 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").

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. City may require a copy of the electronic certified payroll records submitted to the DIR at anytime.

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 <a href="http://www.dir.ca.gov/DLSR/PWD/index.htm">http://www.dir.ca.gov/DLSR/PWD/index.htm</a>).

<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.

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 JUN DE CASTRO, Public Works Engineering Division at 310.217.9642 or email at jdecastro@cityofgardena.org.

Central Ave Central ≠ LOCAL STREET IMPROVEMENT 20-21, 21-22, AND 22-23 VARIOUS LOCATIONS JN 987/994/514 This Trep may represents a visual display of related gaographic information. Data provided here on is not guaramee of actual field conditions. To be sure of complete accuracy please contact the responsible staff for most up-to-date briomation. ģ: (E) Evictoria St E 13814 51 S Avalon Bive E 13515.31 S Sain West Compton Gardena Fun S Broadway 5 Broa • 0 (E) 03/21/2023 N CHICA Hermosillo Berendo Ava вуА вівітелтю V 2 y aje pijelj Denker Ave Gardena эмеллэ)зам S S Western Ava PROJECT LOCATION 177th 5t avA azaM nsV 132rd St W 35eth St San Diene Sun P. W 13555 St 1705 Manhattan Beach Blyd Lemol Ave wA saired A PREDL ауд полит Doty Ava PROJECT LOCATION Perry Pra DVA pridatel Hawthorne 1" = 4036 ft Avis Ave 178th St Lawndale W (34th St 154th St. 156th St 15 41671 W 胡馬等 137th Pt Nido Monaco Firmona Ave 129th St Condon Ave ញ ក ij, Inglewood Ave

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#### **INSTRUCTIONS TO BIDDERS**

#### FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms in the project specifications and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids.

#### PRPOSAL / BID DOCUMENTS

All Proposals shall include the following executed documents to be submitted with each bid:

**Bidding Schedule** 

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Bid Bond

Designation of Subcontractors

Construction Project Reference

Certificate of Non-Discrimination by Contractors

Certification of Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transitions

#### **DELIVERY OF PROPOSAL**

The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

#### WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

## **MODIFICATIONS AND ALTERNATIVE PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may be grounds for its rejection as non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

#### **DISCREPANCIES IN PROPOSALS**

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may be grounds for its rejection as non-responsive. The bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

#### PROPOSAL GUARANTEE - BIDDER'S SECURITY

Each bidder shall submit with his Proposal cash, an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions herein, the funds represented by said cash, check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as a bid bond forfeiture due the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest responsive responsible bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California as an "admitted surety insurer" and shall be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or nationally chartered bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks (without interest) as provided in Section 2-1.6 of the Special Provisions bound herein.

#### **DISQUALIFICATION OF BIDDERS**

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a

Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

## ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

#### CONTRACT DOCUMENTS

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract. Unless extended by agreement of the City, failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page CD-1.

## **BID PROPOSAL (BP)**

## LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

## PROJECT NO. JN 987/994/514

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** 

PROJECT NO. JN 987/994/514

## **BID SCHEDULE**

The undersigned, having examined the proposed Contract Documents titled:

## LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

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 **seventy-five (75) Working Days** from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description		Approx. Quantity	Unit Price in Figures	Item Total
1	Traffic control	LS	1	\$172,000	\$172,000
2	Cold mill 0" - 1.5" thick pavement	SF	240,000	\$0.27	\$ 64,800
3	Repair all holes, spalls, joints and crack seal existing pavement per Technical Provisions	LS	1	\$ 48,000	\$ 48,000
4	Furnish and install asphalt rubber hot mix (ARHM)	TÓN	4,800	\$ (37	\$657,600
5	Remove and reconstruct variable depth AC pavement	TON	60	\$ 500	\$30,000
6	Furnish and install Type 2 slurry	SF	520,000	\$ 0.27	\$140,400
7	Remove existing AC pavement and construct 8" thick PCC pavement	SF	23,000	\$ 12 \$276,000	
8	Remove and reconstruct PCC curb and gutter over 6" CAB per City Std. ST-7	LF	3,300	\$ 72 \$237,6	
9	Remove and reconstruct 4" thick PCC sidewalk per City Std. ST-5A	SF	5,000	\$ 12	\$60,000
10	Remove and reconstruct 6" thick PCC sidewalk per City Std. ST-5A	SF	600	\$ 22	\$ 13,200
11	Remove and reconstruct PCC cross gutter per City Std. ST-3		7,300	\$ 27	\$197,100

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
12	Remove and reconstruct local depression at catch basin per APWA Std. 313-3	EA	3	\$ 5,000	\$15,000
13	Remove and reconstruct PCC driveway per City Std. ST-2	SF	450	\$ 23	\$ 10,350
14	Remove and reconstruct curb ramp per Caltrans Std. A88A and City Std. ST-18	EA	9	\$ 6,200	\$55,800
15	Remove and reconstruct curb ramp per detail on plans and City Std. ST-18	EA	16	\$ 6,200	\$99,200
16	Install cast-in-place truncated dome per Caltrans Std. A88A	EA	3 \$2,000 \$6,00		\$ 6,000
17	Remove existing and reconstruct speed EA hump per City Std. ST-27		4	\$ 4,000	\$16,000
18	Remove and reconstruct alley approach per APWA Std. 130-3	SF	370	\$ 27	\$ 9,990
19	Adjust access openings to grade per City Std. ST-9	EA	68	\$ 550	\$37,400
20	Remove existing and install in-road LS 1 crosswalk lights manufactured by Lane Light Traffic Technologies, Inc.		\$ 77,060	\$77,060	
21	Asphalt tracking prevention and mitigation per Technical Provisions	LS	1	\$ 11,000	\$ 11,000
22	Furnish and install traffic loops per City Std. ST-24	EA	11	\$ 1,000	\$ 11,000
23	Remove existing tree	EA	13	\$ 1,00	\$ 14,300
24	Plant tree per City Std. ST-11	EA	16	\$ 2,700	\$35,200
25	Furnish and install traffic striping and signage per plan	LS	1	\$ 98,000	\$35,200

\$129,000 \$129,000

## **BID SCHEDULE** (Continued)

TOTAL CONTRACT BID:
(Figures) $$2,393,000.00$ $$2,929,000.00$
(Words) two mittion three hundres and ninter three thousand dollars even two million four hundres and twenty four thousand dollars 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%  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

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 24, 2023 before me,  Date	Carly Bredal, Notary Public ,			
	Here Insert Name and Title of the Officer			
personally appeared <u>Corey R. Kirschner</u>	Name(s) of Signer(s)			
subscribed to the within instrument and a	iactory evidence to be the person(x) whose name(x) is/axe cknowledged to me that he/ske/they executed the same in at by his/hxer/their signature(x) on the instrument the person(x), on(x) acted, executed the instrument.			
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
,	WITNESS my hand and official seal.			
CARLY BREDAL Notary Public - California Orange County Commission # 2442539	Signature Carly Bredak			
My Comm. Expires Mar 28, 2027  Signature of Notary Public				
Place Notary Seal Above	— ORTIONAL ————————————————————————————————————			
Though this section is optional, completing fraudulent reattachment	optional  ng this information can deter alteration of the document or of this form to an unintended document.			
Description of Attached Document				
	Document Date:			
Number of Pages: Signer(s) Other	er Than Named Above:			
Capacity(ies) Claimed by Signer(s) Signer's Name:	Cignavia Nama			
☐ Corporate Officer — Title(s):	Signer's Name:   Corporate Officer — Title(s):			
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General			
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact			
☐ Trustee ☐ Guardian or Conserva	tor ☐ Trustee ☐ Guardian or Conservator			
Other:	Other:			
Signer Is Representing:	Signer Is Representing:			

PROJECT NO. JN 987/994/514

## **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, T	- REA. 04/24/2023			

Date



Bidder's Signature

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 ofOrange	)			
OnApril 24, 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)			
subscribed to the within instrument and acknow	y evidence to be the person(x) whose name(x) is/axe wledged to me that he/ske/they executed the same in his/hær/their signature(x) on the instrument the person(x), acted, executed the instrument.			
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
	WITNESS my hand and official seal.			
CARLY BREDAL Notary Public - California Orange County Commission # 2442539  Signature Carly Bulda Signature of Notary F				
My Comm. Expires Mar 28, 2027	Signature of Notary Public			
Place Notary Seal Above				
Though this section is optional, completing this	PTIONAL s information can deter alteration of the document or is form to an unintended document.			
Description of Attached Document				
Title or Type of Document:				
Number of Pages: Signer(s) Other The	an Named Above:			
Capacity(ies) Claimed by Signer(s)	O'			
Signer's Name:	_ Signer's Name:			
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General			
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact			
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator			
□ Other: Signer Is Representing:	☐ Other:			
Signer Is Representing:	Signer Is Representing:			

PROJECT NO. JN 987/994/514

## **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,

COREY R. KIRSCHNER
Contractor (Print) Title
CEO, PRES, VP, SEC, TREA.
Signature Title
630360; A, C-12
Contractor's License No. and Classification
714-632-1883
Business Fax Number
-
2890 E. LA CRESTA AVE.
Residence: Street
714-632-6699
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the copartnership'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.

XXXXXXXXXX	\$6\$6\$6\$6\$6\$6\$\$6\$\$6	*************	*******	545454545454545454	
A notary documen	public or other officer t to which this certificat	completing this certi te is attached, and no	ificate vot the tr	verifies only the ider ruthfulness, accuracy	ntity of the individual who signed the y, or validity of that document.
State of C	alifornia		)		
County of	Ora	nge	)		
On	April 24, 2023	before me.		Carly Bred	dal Notary Public
(m-4/4/4)	Date				e and Title of the Officer
personally	appeared Corey F	R. Kirschner			
			1	Name(s) of Signer	·(\$)
subscribed his/her/the	d to the within instr	rument and ackno ity(i <b>&amp;s</b> ), and that by	owledg / his/h	ged to me that h ær/their signature	e person(x) whose name(x) is/axe e/ske/they executed the same in (x) on the instrument the person(x), strument.
			of t	ertify under PENA he State of Califo rue and correct.	LTY OF PERJURY under the laws ornia that the foregoing paragraph
CARLY BREDAL Notary Public - California Orange County Commission # 2442539 My Comm. Expires Mar 28, 2027  Signature  WITNESS my hand and official seal.  Signature				and official seal.	
Signature of Notary Public					
	Place Notary Seal				
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☐ Individua				☐ Individual	☐ Attorney in Fact
☐ Trustee	☐ Guardian	or Conservator		☐ Trustee	☐ Guardian or Conservator
Other:				☐ Other:	
Signer Is R	epresenting:			Signer Is Repres	enting:

PROJECT NO. JN 987/994/514

## **NON-COLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles			
COREY R. KIRSCHNER says that he or she is CEO, PRES, VP, S	SEC TREA	_being first duly sworn of ONYX PAVING CO	
		ing bid, that the bid is n	
interest of, or on the behalf of, any undi- organization, or corporation; that the bid is has not directly or indirectly colluded, cons- else to put in a sham bid, or that anyone sh manner, directly or indirectly, sought by ag to fix the bid price of the bidder or any element of that of any other bidder, or awarding the contract of anyone interes- contained in the bid are true; and, furth submitted his or her bid price or any brea- information or data relative thereto, or pai thereof to effectuate a collusive or sham bid	sclosed person is genuine and pired, connived all refrain from the proof other bidder, of the secure any sted in the proper, that the kakdown thereofd, and will not	n, partnership, compan not collusive or sham; I, or agreed with any bid bidding; that the bidder nunication, or conference or to fix any overhead, advantage against the oposed contract; that bidder has not, directly f, or the contents there	y, association, that the bidder or anyone has not in anyone profit, or cost le public body all statements of, or divulged
	ONYX PAVI	NG COMPANY, INC.	8
	NAME OF BII	DDER	
Manufacture S.	SIGNATURE	COREY R. KIRS CEO, PRES, VF	SCHNER - P, SEC, TREA
옷이 될 음식으로	SIGNATURE	OF BIDDER	
	2890 E. LA	CRESTA AVE.	
	ADDRESS O	F BIDDER	
	ANAHEIM,	CA 92806	
	CITY	STATE	ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (attach appropriate jurats)

A notary p	public or other officer to which this certificat	completing this cert	ificate verifies only the iden	tity of the individual who signed the or validity of that document.
State of Ca	alifornia		)	
County of	Ora	nge	)	
On	April 24, 2023	before me,	Carly Bred	al. Notary Public
	Date			and Title of the Officer
personally	appeared Corey F	R. Kirschner		
	•		Name(s) of Signer	(\$)
subscribed his/her/thei	to the within instr ir authorized capaci	ument and ackno ty(i&s), and that b	owledged to me that he	person(x) whose name(x) is/axe e/ske/they executed the same in s) on the instrument the person(x), trument.
			I certify under PENAL of the State of Califor is true and correct.	TY OF PERJURY under the laws
KNA 1	Notary Publ Orange Commission	BREDAL ic - California s County in # 2442539 res Mar 28, 2027	WITNESS my hand a Signature	nd official seal.  A BUILLE  Gnature of Notary Public
Though t	Place Notary Seal	nal, completing th	OPTIONAL ————————————————————————————————————	alteration of the document or
			his form to an unintende	ed document.
	n of Attached Doc			
			Docum han Named Above:	ent Date:
	es) Claimed by Sig			
	e Officer — Title(s):		Signer's Name: □ Corporate Offic	er – Title(s):
□ Partner -	- □ Limited □ G	eneral		imited ☐ General
☐ Individua			☐ Individual	☐ Attorney in Fact
☐ Trustee		or Conservator	☐ Trustee	☐ Guardian or Conservator
□ Other: Signer Is Re	epresenting:	·		enting:
	J			mung.
xxxxxxxxxx				

PROJECT NO. JN 987/994/514

## **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 la true and correct. Executed this <u>24</u> day o	ws of the State of California that the foregoing is f April , 2023, at
2890 E. LA CRESTA AVE. ANAHEIM	
California 92806 .	
Signature:	Name: COREY R. KIRSCHNER
Title: CEO, PRES, VP, SEC, TREA.	Company: ONYX PAVING COMPANY, INC.

A notary public or other officer completing this document to which this certificate is attached, ar	certificate verifies only the identity of the individual who signed the ad not the truthfulness, accuracy, or validity of that document.
State of California	)
County of Orange	)
On April 24 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)
subscribed to the within instrument and ac	
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
CARLY BREDAL Notary Public - California Orange County Commission # 2442539 My Comm. Expires Mar 28, 2027	WITNESS my hand and official seal.  Signature
Place Notary Seal Above  Though this section is optional, completing fraudulent reattachment	OPTIONAL  g this information can deter alteration of the document or of this form to an unintended document.
Description of Attached Document	ar and to the arranged document.
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other	r Than Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:  ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	Signer's Name: Gorporate Officer — Title(s): Partner —
<ul><li>☐ Trustee</li><li>☐ Guardian or Conservat</li><li>☐ Other:</li></ul>	
Signer Is Representing:	□ Other: Signer Is Representing:

PROJECT NO. JN 987/994/514

## **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: LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS
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 April , 20 23 .  Onyx Paving Company, Inc. (SEAL)  Principal  United Fire & Casualty Company (SEAL)  Surety  Onyx Paving Company (SEAL)
BY: Signature Corey R. Kirschner- Signature Christina Rogers, Attorney-in-Fact  CEO, Pres.

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.

\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	AND COME COME & LICA
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California )	
County of	
OnAPR 2 1 2023 before me, M	elissa A. Lopez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Christina Roge	
	Name(s) of Signer(s)
kis/her/theixauthorized capacity(ies), and that by kis/or the entity upon behalf of which the person(s) acte	ed, executed the instrument.
MELISSA A. LOPEZ Notary Public - California Orange County Commission # 32 years	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.  ITNESS my hand and official seal.  gnature  Signature of Notary Public
Place Notary Seal Above	
OPTION Though this section is optional, completing this informal fraudulent reattachment of this formal.	formation can deter alteration of the document or
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):	Signer's Name:
Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner — □ Limited □ General
□ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator	☐ Individual ☐ Attorney in Fact
□ Trustee □ Guardian or Conservator □ Other:	☐ Trustee ☐ Guardian or Conservator
Signer Is Representing:	☐ Other:Signer Is Representing:



#### 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

Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

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

Inquiries: Surety Department

118 Second Ave SE







UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

On 24th day of August, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones Iowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2024

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 21st day of April

\_, 20\_23





By: Mary A Bortsch Assistant Secretary, UF&C & UF&I & FPIC

BPOA0045 122017



## **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 21st day of April , 2023.

United Fire & Casualty Company

Dennis J. Richmann, Vice President

A notary public or other officer completing this certific document to which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County ofOrange	
On April 24, 2023 before me,	
Date	Here Insert Name and Title of the Officer
personally appeared Corey R. Kirschner	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/ake viedged to me that he/ske/they executed the same in his/hær/their signature(s) on the instrument the person(s), cted, 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.
CARLY BREDAL	WITNESS my hand and official seal.
Notary Public - California Orange County Commission # 2442539	Signature Carly Bredge
My Comm. Expires Mar 28, 2027	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL  information can deter alteration of the document or some form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other That	
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 □ Guardian or Conservator	☐ Individual ☐ Attorney in Fact
	☐ Trustee ☐ Guardian or Conservator ☐ Other:
□ Other: Signer Is Representing:	_
<u> </u>	

PROJECT NO. JN 987/994/514

## **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		Tuna of	State		DID	1
%	Subcontractor's Name & Address	Type of Work	License Number	Class	D.I.R. Number	
1.35%	Caselanz Survey Olange CA	Survey	L5411	Surveyor	1533	
1.41%	EBS Utilities Alivsting Colona CA	utilities Ads	932748	A	4286	
4.85%	Mission Paving & Sealing Fruindale CA	Slurry	624257	A	2697	
	Corone CA	Syring	776306	£32	1476	(
25.84 %	Parlment Rehab Co Corona CA	Pcc	1051374	L-12 L-13	64823	
1.94%	Orange CA	tree	654506	C-27	1936	
2.30%	Interstate Striping Footgrace	Stiping	1087140	4-32	866044	
2.41%	Elector Belo electric Chino CA	elutical	738518	A	4804	
	¥					

Not more than 40.6%.

PROJECT NO. JN 987/994/514

## **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.

Nimak	or of voore on a southern	an in a constitue of the Children 24 VEADO
Num	der of years as a contracto	or in construction work of this type: 34 YEARS
Three	e projects of this type rece	ntly 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 refere currer	: If requested by the nces, and other informate tinancial condition.	City, the bidder shall furnish a certified financial statement, tion sufficiently comprehensive to permit an appraisal of his
Biddeı	r's Signature	COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA.

A notary documer	public or other officer nt to which this certificat	completing this cer e is attached, and n	ortificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of C	California		)
County of	fOrai	nge	_ )
On	April 24 2023	before me	Carly Bredal, Notary Public
35-Aut	Date	501010 1110,	Here Insert Name and Title of the Officer
personally	y appeared <u>Corey F</u>	R. Kirschner	CONTROL CONSTRUCTION STATEMENT CONTROL STATEMENT CONTROL CONTR
a serve consideration and serve and			Name(s) of Signer(s)
subscribe his/her/th	d to the within instr eir authorized capaci	ument and ackn ty(i <b>⊛</b> s), and that b	tory evidence to be the person(x) whose name(x) is/axe nowledged to me that he/ske/they executed the same in by his/hær/their signature(x) on the instrument the person(x) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws
			of the State of California that the foregoing paragraph is true and correct.
	CARLY ARE		WITNESS my hand and official seal.
NHA 1	CARLY BRE Notary Public - ( Orange Cou Commission # 2 My Comm. Expires M	California (California (Califo	Signature Cauly Bredal Signature of Notary Public
Though	Place Notary Seal		OPTIONAL this information can deter alteration of the document or
			this form to an unintended document.
Title or Ty	on of Attached Doc pe of Document:		Document Date:
			Than Named Above:
Signer's N  Corpora Partner Individu Trustee Other:	ate Officer — Title(s): — □ Limited □ G al □ Attorney □ Guardian	eneral in Fact or Conservator	Other:
olginer is i	Representing:		Signer Is Representing:
XXXXXXXXXX	ACCORDER CONTRACTOR CO		

PROJECT NO. JN 987/994/514

## **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 compa	any.
	FIRM_ONYX PAVING COMPANY, INC.	
	COREY R. KIRSCHNER - TITLE OF PERSON SIGNING CEO, PRES, VP, SEC, TREA.	
	SIGNATURE	
	DATE_04/24/2023	33/4
programs now	e any additional information available regarding equal opportunity in effect within your company:  SEE ATTACHED REFERENCES.	employment

A notary	public or other o	fficer completing this certitificate is attached, and no	ificate verifies only the identity of the indutted the truthfulness, accuracy, or validity of	lividual who signed the that document.
State of C	alifornia		)	
County of	Marie Company	Orange	)	
On	April 24 2023	before me	Carly Bredal, Notary P	ublic
	Date	serere me,	Here Insert Name and Title o	
personally	appeared Co	rey R. Kirschner		
,,		.e.,	Name(s) of Signer(s)	STATE OF THE STATE
subscribed his/her/the	to the within ir authorized ca	instrument and ackno apacity(i�s), and that by	ory evidence to be the person(ছ) or pwledged to me that he/ske/they end in the instrument.	executed the same in
			I certify under PENALTY OF PEF of the State of California that the is true and correct.	
<b>K</b>			WITNESS my hand and official s	eal.
A NNA 1	Notary P Ora	RLY BREDAL ublic - California nge County	Signature Carly Bo	edal
- Company	My Comm. E	xpires Mar 28, 2027	Signature of N	могагу Ривпс
	Place Notary			
Though		optional, completing th	OPTIONAL  nis information can deter alteration of the comment of t	
Descriptio	n of Attached	Document		
			Document Date: _	
Number of	Pages:	Signer(s) Other Ti	han Named Above:	
	es) Claimed b	y Signer(s)		
Signer's Na		U - /- \.	Signer's Name:	
	te Officer — Tit − □ Limited	tle(s): ☐ General	□ Corporate Officer — Title(s	
□ Fartiler : □ Individua		rney in Fact	☐ Partner — ☐ Limited ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐	General
□ Trustee		rdian or Conservator	The state of the s	an or Conservator
$\square$ Other: $\_$		Shirt on Sephenical College and September 1		3. 5555.74.01
Signer Is R	epresenting: _		Signer Is Representing:	
XXXXXXXXXXX	XXXXXXXXXXXXXXX			

PROJECT NO. JN 987/994/514

## <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY</u> <u>AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS</u>

(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:
  - 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:	C.	Name: <u>CO</u>	REY R. KIRSCHNER	<u> </u>
Title: CEO, PRES	S, VP, SEC, TREA.	Company:	ONYX PAVING COM	PANY, INC.

A notary public or other officer completing this of document to which this certificate is attached, and	pertificate verifies only the identity of the individual who signed the d not the truthfulness, accuracy, or validity of that document.
State of California	)
County ofOrange	_ )
OnApril 24, 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)
subscribed to the within instrument and acl	ctory evidence to be the person(x) whose name(x) is/axeknowledged to me that he/ske/they executed the same in the by his/hær/their signature(x) on the instrument the person(x) (x) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
-	WITNESS my hand and official seal.
CARLY BREDAL Notary Public - California Orange County Commission # 2442539 My Comm. Expires Mar 28, 2027	Signature Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing	OPTIONAL  g this information can deter alteration of the document or of this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other	Than Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
<ul><li>□ Corporate Officer — Title(s):</li><li>□ Partner — □ Limited □ General</li></ul>	□ Corporate Officer — Title(s): □ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservato	
Other:	Other:
Signer Is Representing:	Signer Is Representing:

# 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.



#### REFERENCES

PROJECT NAME: CITYWIDE ASPHALT REPAIRS PROJECT FY 21/22

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2022 - NOV 2022

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: \$1,595,000.00

FINAL CONTRACT AMOUNT: \$1,314,878.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID

**SCHEDULE QUANTITIES** 

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PALISADES PAVEMENT REPAIR, CC-07

PROJECT DESCRIPTION: PAVEMENT REPAIR

**APPROXIMATE CONSTRUCTION DATES: SEP 2022** 

AGENCY: CITY OF LAGUNA NIGUEL - 30111 CROWN VALLEY PARKWAY, LAGUNA NIGUEL, CA 92677

CONTACT PERSON: JEFF METZ 949-362-4344

ORIGINAL CONTRACT AMOUNT: \$292,000.00

FINAL CONTRACT AMOUNT: \$199,999.65

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

AGENCY: CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

FINAL CONTRACT AMOUNT: \$1,899,698.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: AGENCY HAD ADDITIONAL SCOPES OF WORK.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC. 2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 -- TEL (714) 632-6699 -FAX (714) 632-1883



PROJECT NAME: 2020 RESIDENTIAL STREET REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2021 - NOV 2021

AGENCY: CITY OF SOUTH EL MONTE - 1415 SANTA ANITA AVE, SOUTH EL MONTE, CA 91733

CONTACT PERSON: OKAN DEMIRCI - 714-319-6137

ORIGINAL CONTRACT AMOUNT: \$614,000.00

FINAL CONTRACT AMOUNT: \$706,010.03

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK ADDED BY

**AGENCY** 

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 8

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2022 - OCT 2022

AGENCY: CITY OF DOWNEY - 11111 BROOKSHIRE AVE, DOWNEY, CA 90241

**CONTACT PERSON: DESI GUTIERREZ 562-622-3468** 

ORIGINAL CONTRACT AMOUNT: \$3,227,00.00

FINAL CONTRACT AMOUNT: \$3,553,442.43

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM

**BID SCHEDULE QUANTITIES** 

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: SOBOBA STREET RESURFACING PROJECT

PROJECT DESCRIPTION: STREET REHABILITATION AND RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: AUG 2022 - OCT 2022

AGENCY: RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT - 3525 14TH STREET, RIVERSIDE, CA 92507 CONTACT

PERSON: TRAI NGUYEN 951-961-5363

ORIGINAL CONTRACT AMOUNT: \$ 1,272,000.00

FINAL CONTRACT AMOUNT: \$1,160,284.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM

**BID SCHEDULE QUANTITIES** 

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NYX PAVING COMPANY, INC. 2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: 2019/20 ARTERIAL AND MINOR STREETS MAINTENANCE PHASE 2

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: DEC 2021 - NOV 2022

AGENCY: CITY OF RIVERSIDE -- 3900 MAIN ST, RIVERSIDE, CA 92501

CONTACT PERSON: STEVEN HOWARD 951-826-5311

ORIGINAL CONTRACT AMOUNT: \$4,585,000.00

FINAL CONTRACT AMOUNT: \$4,558,151.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID

**SCHEDULE QUANTITIES** 

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 2021-22 ANNUAL ROADWAY REHABILITATION AND SIDEWALK REPAIR

PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JUNE 2022 - SEP 2022

AGENCY: CITY OF TUSTIN - 300 CENTENNIAL WAY, TUSTIN, CA 92780

CONTACT PERSON: JOANN WU 714-573-3157

ORIGINAL CONTRACT AMOUNT: \$2,442,000.00

FINAL CONTRACT AMOUNT: \$2,413,734.93

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM

BID SCHEDULE QUANTITIES.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



#### LARGE PROJECT REFERENCES

PROJECT NAME: CULVER DRIVE IMPROVEMENTS FROM WALNUT AVENUE TO 1-5 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

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 -- TEL (714) 632-6699 -- FAX (714) 632-1883



#### 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, 3 <sup>rd</sup> 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			W70. #3007
	STUDIOS TO STUDIOS TO STUDIOS		

ONYX PAVING COMPANY, INC. 2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



Haagen Company, LLC

**Emplre Polo Club** 

Indio

\$1,036,745.00

12302 Exposition Blvd

Los Angeles, CA 90064

Ph: 310-820-1200

Fx: 310-820-1225

Contact: Chris Fahey

**ARCO National Construction Co.** 

Scannell FEDEX

Burbank

\$1,125,958.00

900 N. Rock Hill Rd

St. Louis, MO 63119

Ph: 314-963-0715

Fx: 314-963-7114

Contact: Chris Wilson

**Whittier Area Community** 

Whittier

\$625,920.00

5051 Avenida Encinas

**Grant General Contractors** 

Church

Carlsbad, CA 92008

Crevler BMW

Santa Ana

\$30,600.00

Ph: 760-438-7500

Fx: 760-438-3056

**Contact: Pete Burrows** 



#### **ASPHALT RUBBER HOT MIX REFERENCES:**

**GENERAL CONTRACTORS:** 

JOBS PERFORMED:

LOCATION:

AMOUNT:

GMC ENGINEERING, INC.

Katella Ave. St. Improv

Los Alamitos

\$120,000.00

1401 Warner Ave, Ste B.

Various Projects

Tustin, CA 92780

Ph: 714-247-1040

Fx: 714-247-1041

Contact: Gennady Chizik

R.D OLSON CONSTRUCITON, INC.

Lido House Hotel

Newport Beach

\$193,105.00

2955 Main Street, 3rd Floor

Irvine, CA 92614

Ph: 949-474-2001

Fx: 949-474-1534

Contact: Jeremy Dunn

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. II 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 Debble

**GENERAL CONTRACTOR REFERENCES:** 

**FULLMER CONSTRUCTION** 

1725 S. GROVE AVE., ONTARIO, CA 91761

(909) 947-9467 Casey Jones

BYROM-DAVEY, INC.

13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO

(858) 513-7199 Steve Davey

PACIFIC CONST. GROUP

17895 SKY PARK CIR., IRVINE, CA 92614

(949) 748-1500 Mark Bundy

ERICKSON-HALL CONST. CO.

500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott

ONYX PAVING COMPANY, INC. 2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



ERICKSON-HALL CONST. CO.

500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott

#### RESUME

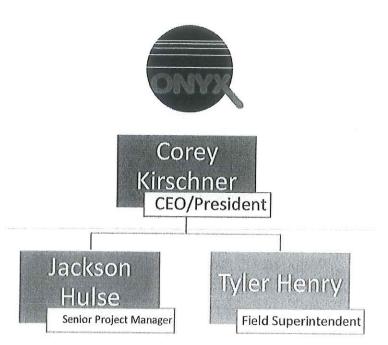
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over \$50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

#### **BACKLOG ALLOCATION:**

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.



#### Key Individual Responsibilities:

#### Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

#### Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

#### Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met



## 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

Marlo Richardson, Board Chair

This license is the property of the Registrar of Contractors, is not itansferable; and shall be returned to the Registrar upon demand when suspended, revolved, or invalidated for any reason. It becomes void if not renowed.

David R. Fogt, Registrar of Contractors

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EP CONTINUE

AUDIT NO: BOSSSS



#### CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



LIGHTE BLOODING 630360

Entry CORP

BUSINESS NEWS ONYX PAVING COMPANY INC

Classification(s) A C12

Expression Date 10/31/2023

www.cslb.ca.gov



#### https://cadir.secure.force.com/ContractorSearch/PrintRegDetails

Expiration Date

6/30/2019

6/30/2018

6/30/2017

6/30/2016

6/30/2015

6/30/2022

6/30/2023

Contractor Information Registration History Logal Entity Name ONYX PAVING COMPANY, INC. Effective Date Legal Entity Type Corporation 6/25/2018 Status Active 5/8/2017 Registration Number 1000004798 5/25/2016 Registration effective date 7/1/2022 6/10/2015 Registration expiration date 6/30/2023 1/6/2015 Mailing Address 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America 7/1/2019 Physical Address 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America 7/1/2022 Email Address Trade Name/DBA License Number(s) CSLB:630360

#### Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:

Vice President Name:

Treasurer Name: Secretary Name:

CEO Name:

Agent of Service Name:

Agent of Service Mailing Address:

Corey Kirschner

No

Corey Kirschner

2890 E La Cresta Ave Anaheim 92806 CA United States of America

#### Workers Compensation

Do you lease employees through Professional Employer

Organization (PEO)?:

Please provide your current workers compensation insurance

information below:

PEO PEO

PEO InformationName Phone 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



#### 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 tenns and conditions of the proposed project in the form of the bid attached hereto as <u>Exhibit A</u> (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 partles.

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 recessary.

RESOLVED FURTHER, that the authority given herounder shall be deemed retroactive and any and all acts authorized herounder 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]



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

.

## Porm (Rev. October 2018)

#### Request for Taxpayer Identification Number and Certification

Give Form to the requester, Do not send to the IRS.

Department of the Treasury Internal Pavanus Barvice P Go to www.lis.gov/FormW9 for instructions and the latest information. I Name (as shown on your income tax return). Name is required on this line; do not leave this line blank ONYX PAVING COMPANY INC

8 Bushess rame/disrogeried entity name, if different from above 3 Check appropriate box for federal text classification of the person whose name is entered on tine 1. Check only any of the following seven boxes. 4 Exemptions (codes apply only to cartely existes, not individuals; see intructions on page 3): I fusividual/sola proprietor or single-member LLO Corporation Scorporation Partnership Exempt payes code (V ary) [] United flability company, Erker the tex classification (C=C corporation, E=S corporation, P=Partnership) > Rists Check the appropriate book in the line above for the lax classification of the single-member owner. Done) break U.O it the LLO is described as a single-member i.D that is disregarded from the owner unless the grade of the LLO is above for the surface of the single-member i.D that is disregarded from the owner unless the grade of the LLO is above for the surface of the surf Exemption from PATCA reporting code (it eny) pypins in recounts mainthead actains on U.S.) (enoligation) Requirer's rame and address (options) 8 Adress (number, attest, and apt. or suits no.) See harvolone. 2890 EAST LA CRESTA AVE 8 City, etate, and 219 code ANAHEINI, CA 92806 7 List boords numberfol here (optional) Enteryour TN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For includingly, this is generally your social security number (SSN). However, for a realition after part it, taken, For other continues, it is your amployer identifications number (SIN). If you do not have a number, san from to get a TIM, later, Taxpayer identification Number (TIN) Note: If the secount is in more than one name, see the instructions for the 1. Also see What Name and Number To Citye the Requester for guidelines on whose number to enter, Certification Under penalties of perjuy, 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 ms); and 2. I am not subject to backup withholding because: (a) I am exampt from backup withholding, or (b) I havenot been notified by the internal Revenue Sentee (RS) that I am subject to backup withholding as a result of a foliage to report all interest or divisinds, 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 ent) indicating that I am exempt from FATCA reporting is carect Cartification instructions. You must cross out item 2 above if you have been notified by the IRS that you are oursely subject to backup withholding because you have felled to report all interest and children's on your key reful. For real estate transactions, from 2 coastot opply. For mortgage interest paid, acquisition or abandomy into accuract property, cancellation of debt, contributions to an individual attendant management (AA), and generally, payments other than interest and children's, you are not required to sign the cartification, but you must provide your correct Till. See the instructions for Part II, later. Sign Signature of V.S. person 22 202 Ditob ANY RAYPON Here Form 1099-DIV (dividends, including those from stocks or mulus) General Instructions Recilion references are to the Internal Revenue Code unless otherwise · Form 1009-MISC (various types of Income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 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.hs.gov/FormWi. Form 1099-S (précesés tomres estate transactions) . Form 1099-K (merchant card and thilld party network transactions) Purpose of Form • Form 1098 (home montgrae interest), 1008-E (student to an interest), 1008-T (tultion) An individual or entity (form W-9 requester) who is required to file an information return with the IRS must obtain your correct texpayer identification number (IIII) which may be your social security number (SSN), brickfolust expayer identification number (TN), adoption texpayer identification number (ATIN), or employer identification number (EII), to report on an information return the amount past to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. · Form 1089-C (carceled debt) • Form 1099-A (acquisition or sbandonment of secured property) Use Form W-9 only If you are a U.S. person (including a resident allen), to provide your conect IIN. If you do not return from W-9 to the requester with a Till, you might be subject to backup witholding. See What is backup withholding. · Form 1099-INT (Interest surned or paid)

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#### CERTIFICATE OF LIABILITY INSURANCE

PATE (VIN/OD/YYY) 3/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF CERTIFICATE DOES NOT AFFIRMATIVELY OR NEELOW. THIS CERTIFICATE OF INSURANCE DIREPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE INTO THE CERTIFICATE IN THE CERTIFICATE OF THE POLICY, CERTAIN POR CONTROL TO HIGO OF SUCH SINCE OF MICE AND THE CENTRE OF THE C	DES NOT CONSTITUTE A	CONTRACT	BELMEEN	THE ISSUING MOURES	(8), AV	THORIZED subject to
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Anaheim CA 92808-1818	Rigu	RERQ.				w
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## State of California Secretary of State

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

1. CORPORATE NAME ONYX PAVING COMPANY, INC.

G076477 FILED

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In the office of the Secretary of State of the State of Cellfornia

QCT-01 2018

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2. CALIFORNIA CORPOR	RATE NUMBER C1869078	W. Martin	10 mg 110	Thio Space for Fi	ing Use Only	
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2890 E. LA CRESTA AL	rincipal business office in Californ /e., anaheim, ca 92808		¢πΥ	ŞTÁYE	ZIP CODE	
6. MAILING ANDREAS OF C	orporation, if different than item 4	1	CHY .	BYATE	ZIP ÇODE	
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officer may be added; howe . Other executive office	ver, the preprinted titles on this form mus ERV ADDRESS	of not be altered.)	CITY	STATE	ZIP CODE	M&3444
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COREY KIRSCHNER	The state of the s	/BIT	.c;my	STATE	ZIP CODE	H.F
Vames and Complete A	Addresses of All Directors, Includ	ing Directors Who	ara Alto ONI	cera (The corporation mu	st have at least	OUG
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DOREY KIRSCHNER	and the state of t		<b></b>			
8. Street address of ag 2800 E. LA CRESTA AV	ent for service of process in Califo E., Anaheim, CA 92608	)rnia, if an individua	ı, CITY	SYATE	ZIP CODE	
yps of Business					William Company	
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## State of California Secretary of State

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00. If this is an amendment, eee instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

## GB88157 FILED

8

In the office of the Secretary of State of the State of California

JAN-03 2020

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	PAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
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550 E. Carson Plaza Drive, Suite 116 Carson, California 90746 T 310.523.3993 www.uniplan-engineering.com

April 18, 2023

Dennis R. Arca Project Manager

City of Gardena
Public Works Department
1717 W. 162<sup>nd</sup> St.
Gardena, CA 90247-3778
Attn: Jun De Castro, Associate Engineer
jdecastro@cityofgardena.org
310.217.9642

Uniplan Engineering, Inc., a Civil Engineering/Land Surveying/Underground Utility Locating Corporation, submits to you a fee proposal to conduct required Construction Management and Inspection Services for Local Streets Improvement 2020-2021, 2021-2022, and 2022-2023 (JN 987, 994, and 514).

Please refer to **Attachment A** for our services and fees.

The Total Cost for this Work is: \$145,560.00 (One Hundred Forty Five Thousand Five Hundred Sixty). If you are in agreement with this proposal, please sign, print name, and date below signifying your acceptance of the proposal and our Notice to Proceed.

Sign/Print:	Date:
Thank you for the opportunity to work on your project	
Sincerely,	
The Lee	

#### **ATTACHMENT A**

Our services would provide the following:

- **A.** Construction Management and Inspection Services Uniplan Engineering, Inc. shall perform:
  - 1. Project meetings and coordination with city staff, Design Engineers and Contractors as required.
  - 2. Monitoring Contractor's progress and schedule through the preparation of daily, weekly reports and pictures.
    - All daily report and progress pictures shall be emailed at the end of each working day to City staff.
    - All daily reports and progress pictures shall be included and indexed in the project close out binder that shall be submitted to the City at the end of the project.
  - 3. Coordinate communications and inquiries amongst City staff, residents, business owners and tenants as needed. All pertinent communications shall be included and indexed in the project close out binder that shall be submitted to the City at the end of the project.
  - 4. Conduct inspections as required to ensure that all items are constructed per plans, special and technical provisions of the project including all pertinent code requirements. The CM shall perform the following Inspection task, but not limited to, the following:
    - Checking and approving material specifications, construction methodologies, traffic control plans, submitted by the contractor.
    - Conduct regular and special inspections to ensure compliance of all work and methodologies.
    - Conduct material and field testing as specified in the Special and Technical Provisions.
    - Perform compaction test per The California Kneading Compactor -California test 304 for this project.
    - All approved materials data sheets, substitutions, traffic control plans, test and field evaluation results shall be included and indexed in the project close out binder that shall be submitted to the City at the end of the project.
  - 5. Regularly check and inspect notices, traffic control and devices and all construction related measures to ensure public safety.



- 6. Evaluation of Contractor's progress payment. CM will be responsible in ensuring correctness of quantities and accomplishments of progress payments and make the necessary recommendation to the City. Responsible to represent the City and negotiate & validate potential contract change order(s).
- 7. Utility Coordination and notices. CM shall ensure smooth flow of communication amongst City staff, contractors, and utility companies.
- 8. Maintaining contract records and changes. All changes shall be included and indexed in the project close out binder that shall be submitted to the City at the end of the project.
- 9. Monitoring of Labor compliance practices of the contractor but not responsible for enforcement. Contractor is to adhere to DIR requirements.
- 10. Preparation of as-built plans after the completion of construction. The contractor shall keep a set of the project plans and red mark any and all changes or deviation on this set as soon as such occurs. The CM shall monitor and ensure the correctness, completeness and timelines of the remarks. Upon completion of the project the CM shall transmit red mark plans to Design Engineer. The Design Engineer shall be responsible for the preparation of final As-Built Drawing for the project based on the red marks made by the contractor and attested by the CM.
- 11. At project close out, CM shall submit a project binder (hard copy) with a digital copy (inserted in the binder) with all items mentioned above, material tickets, testing results and whatever relevant documents the CM may deem relevant to establishing project history for future reference.

The cost breakdown is as follows:

CM & I	Hours	Rate	Total
Construction Inspector	776	\$135.00 / hour	\$104,760.00
Administrative Staff	100	\$ 78.00 / hour	\$ 7,800.00
Materials Testing		Lump Sum	\$ 33,000.00
		TOTAL	\$145,560.00

550 E. Carson Plaza Drive, Suite 116 Carson, California 90746 T 310.523.3993 www.uniplan-engineering.com

All incidental blueprinting, photocopying and miscellaneous fees / expenses are included in this proposal.

The proposal is valid for ninety (90) days.

Upon receipt of the approved contract and Notice To Proceed, Uniplan will start the work immediately and finish the project at a time and manner according to the City's project schedule and approved budget.

Thank you for inviting Uniplan to submit our proposal.



# CITY OF GARDENA CONTRACT DOCUMENTS AND SPECIFICATIONS

**FOR** 

## LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

JN 987/994/514

**JUNE 2023** 

#### **CITY OF GARDENA**

#### CONTRACT DOCUMENTS AND SPECIFICATIONS

#### **FOR**

## LOCAL STREETS IMPROVEMENTS 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

JN 987/994/514

Plans & Specifications prepared by:



Surender Dewan, RCE No. 34559

#### Memoranda:

Plans and specifications are available at Planwell Administrator, 562.436.9761 or <a href="https://www.crplanwell.com">www.crplanwell.com</a>

Bid Results: https://www.cityofgardena.org/public-contracts/

City of Gardena Public Works Engineering Division: 310.217.9568

#### CITY OF GARDENA NOTICE INVITING BIDS

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#### LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS PROJECT NO. JN 987/994/514

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. 162<sup>nd</sup> Street, Gardena, California, until **1pm** on **April 25, 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 25, 2023 (Shortly thereafter the deadline)
Join ZOOM Meeting

https://us02web.zoom.us/j/81471642611 Dial by phone: +1 669 900 9128 US

Should you have any questions or concern in delivering a bid or joining the ZOOM Meeting, please contact City Clerk's office at (310) 217-9565 or via email at cityclerk@cityofgardena.org.

All bids must be in writing, must be sealed, and must be plainly marked on the outside: **"BID ON PROJECT NO. JN 987/994/514.** 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:

The work shall consist of furnishing all labor, materials, tools, equipment, appurtenances and incidentals for removal and disposal of existing asphalt pavement, placement of ARHM overlay, slurry seal, adjustment of access openings, reconstruction of curb and gutter, sidewalk, cross gutters, curb ramps, removal and installation of trees, traffic striping and signage, and related work in accordance plans and specifications.

ENGINEER'S ESTIMATE: \$2,150,000

The time of completion of contract shall be **75 working days** as defined in the latest Standard Specifications for Public Works ("Greenbook"). Liquidated Damages, as defined in Section 6-9, shall be **\$1,000.00 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 City intends to issue the Notice to Proceed on June 26, 2023.

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. 162<sup>nd</sup> Street, Gardena, California 90247-3778. The envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: CITY, $c/o$ CITY CL	ERK	
(Bidder's Name and Address)		
, _		
(Number and title of this project)		
(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** <u>"A"</u> 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").

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. City may require a copy of the electronic certified payroll records submitted to the DIR at anytime.

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 <a href="http://www.dir.ca.gov/DLSR/PWD/index.htm">http://www.dir.ca.gov/DLSR/PWD/index.htm</a>).

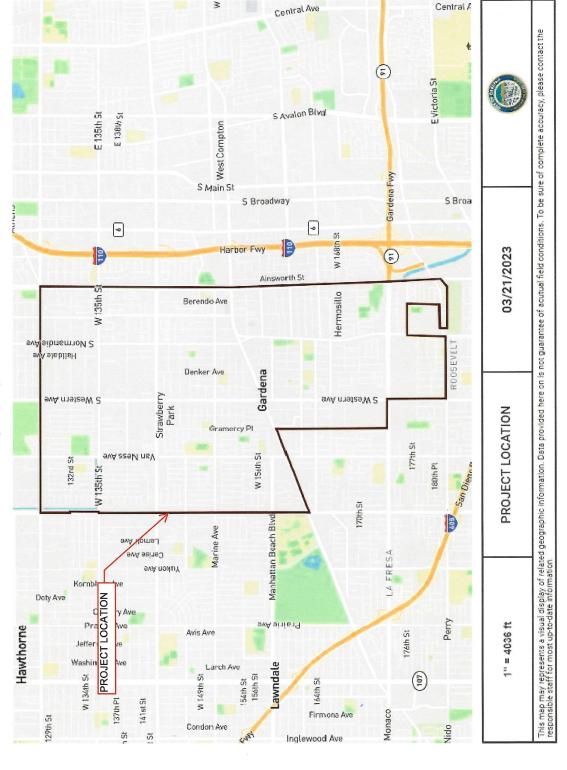
<u>Skilled and Trained Workforce</u>: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

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 JUN DE CASTRO, Public Works Engineering Division at 310.217.9642 or email at jdecastro@cityofgardena.org.

LOCAL STREET IMPROVEMENT 20-21, 21-22, AND 22-23 VARIOUS LOCATIONS JN 987/994/514



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#### **INSTRUCTIONS TO BIDDERS**

#### FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms in the project specifications and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids.

#### PRPOSAL / BID DOCUMENTS

All Proposals shall include the following executed documents to be submitted with each bid:

**Bidding Schedule** 

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Bid Bond

**Designation of Subcontractors** 

Construction Project Reference

Certificate of Non-Discrimination by Contractors

Certification of Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transitions

#### **DELIVERY OF PROPOSAL**

The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

#### WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

#### MODIFICATIONS AND ALTERNATIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may be grounds for its rejection as non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

#### **DISCREPANCIES IN PROPOSALS**

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may be grounds for its rejection as non-responsive. The bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

#### PROPOSAL GUARANTEE - BIDDER'S SECURITY

Each bidder shall submit with his Proposal cash, an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions herein, the funds represented by said cash, check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as a bid bond forfeiture due the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest responsive responsible bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California as an "admitted surety insurer" and shall be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or nationally chartered bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks (without interest) as provided in Section 2-1.6 of the Special Provisions bound herein.

#### **DISQUALIFICATION OF BIDDERS**

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a

Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

#### **ADDITIONAL REQUIREMENTS**

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

#### **CONTRACT DOCUMENTS**

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract. Unless extended by agreement of the City, failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page CD-1.

#### **BID PROPOSAL (BP)**

#### LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

#### PROJECT NO. JN 987/994/514

Contractor:	
Address:	
Phone:	
Fax:	
License No.:	
D.I.R. No.	
Email:	

To Be Submitted

**WITH** 

**Bid Package** 

#### **BID PROPOSAL**

PROJECT NO. JN 987/994/514

#### **BID SCHEDULE**

The undersigned, having examined the proposed Contract Documents titled:

#### LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

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 **seventy-five (75) 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	Traffic control	LS	1	\$	\$
2	Cold mill 0" - 1.5" thick pavement	SF	240,000	\$	\$
3	Repair all holes, spalls, joints and crack seal existing pavement per Technical Provisions	LS	1	\$	\$
4	Furnish and install asphalt rubber hot mix (ARHM)	TON	4,800	\$	\$
5	Remove and reconstruct variable depth AC pavement	TON	60	\$	\$
6	Furnish and install Type 2 slurry	SF	520,000	\$	\$
7	Remove existing AC pavement and construct 8" thick PCC pavement	SF	23,000	\$	\$
8	Remove and reconstruct PCC curb and gutter over 6" CAB per City Std. ST-7	LF	3,300	\$	\$
9	Remove and reconstruct 4" thick PCC sidewalk per City Std. ST-5A	SF	5,000	\$	\$
10	Remove and reconstruct 6" thick PCC sidewalk per City Std. ST-5A	SF	600	\$	\$
11	Remove and reconstruct PCC cross gutter per City Std. ST-3	SF	7,300	\$	\$

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
12	Remove and reconstruct local depression at catch basin per APWA Std. 313-3	EA	3	\$	\$
13	Remove and reconstruct PCC driveway per City Std. ST-2	SF	450	\$	\$
14	Remove and reconstruct curb ramp per Caltrans Std. A88A and City Std. ST-18	EA	9	\$	\$
15	Remove and reconstruct curb ramp per detail on plans and City Std. ST-18	EA	16	\$	\$
16	Install cast-in-place truncated dome per Caltrans Std. A88A	EA	3	\$	\$
17	Remove existing and reconstruct speed hump per City Std. ST-27	EA	4	\$	\$
18	Remove and reconstruct alley approach per APWA Std. 130-3	SF	370	\$	\$
19	Adjust access openings to grade per City Std. ST-9	EA	68	\$	\$
20	Remove existing and install in-road crosswalk lights manufactured by Lane Light Traffic Technologies, Inc.	LS	1	\$	\$
21	Asphalt tracking prevention and mitigation per Technical Provisions	LS	1	\$	\$
22	Furnish and install traffic loops per City Std. ST-24	EA	11	\$	\$
23	Remove existing tree	EA	13	\$	\$
24	Plant tree per City Std. ST-11	EA	16	\$	\$
25	Furnish and install traffic striping and signage per plan	LS	1	\$	\$

## **BID SCHEDULE** (Continued)

TOTAL CONTRACT BID:			
(Figures)	\$		
(Words)			
* In case o	of error in extension of price into the total price column, the unit price will		
no price o equipment, or direct pa equipment,	quired and shown on the construction plans and this specification for which or item is listed on this proposal, it shall be understood that such work, labor, tools and materials shall be provided without extra charge, allowance ayment of any kind. Payment for performing such work or furnishing such labor, tools and materials shall be included in the above lump sum or unit bid no additional compensation will paid therefor.		
	determines that any of the unit bid prices are significantly unbalanced to the etriment of the City, the bid will be replaced as non-responsive.		
unit price ar	any discrepancy between the words and the figures, the words shall prevail. If the nd the total amount for any item are not in agreement, the unit price alone shall be to represent the bidder's intention and all totals will be corrected to conform thereto.		
Attached he	ereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of Dollar		
Code Section bid and section fails or refu	unt being not less than 10 percent of the amount bid. Pursuant to Public Contract ons 20172 and 20174, it is agreed a portion equal to the difference between the low ond low bid shall be retained as a bid bond forfeiture by the City if the undersigned uses to execute the Contract and furnish the required bonds and certificates of within the time provided.		
Name of Bio	dder		
Signature of	f Bidder		

#### **BID PROPSOAL**

PROJECT NO. JN 987/994/514

#### **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	

PROJECT NO. JN 987/994/514

# **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

rtoopootio	my capmitou,		
Contracto	r's Business Nan	ne	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 copartnership'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.

PROJECT NO. JN 987/994/514

# **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

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (attach appropriate jurats)

**CITY** 

STATE

ZIP

PROJECT NO. JN 987/994/514

# 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 foreg true and correct. Executed this day of, 20, at				
	, 23, 2	(place of execution)		
California				
Signature:	Name:			
Title	Company			
Title:	Company:			

PROJECT NO. JN 987/994/514

# **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: LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 PROJECT: **VARIOUS LOCATIONS** 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 quarantee 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) Surety Principal 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.

PROJECT NO. JN 987/994/514

# **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
, ,				0.000	

Not more than	%.
---------------	----

PROJECT NO. JN 987/994/514

# **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.

ract Amount: \$
ract Amount: \$
ract Amount: <u>\$</u>
none No.:
ract Amount: <u>\$</u>
none No.:
ract Amount: \$

PROJECT NO. JN 987/994/514

# **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:

3.

- 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.

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 programs now in effect within your company:	employmen

PROJECT NO. JN 987/994/514

# <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY</u> 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:
  - 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.

# **CONTRACT DOCUMENTS (CD)**

# LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

PROJECT NO. JN 987/994/514

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

AFTER Award of Contract

PROJECT NO. JN 987/994/514

# **AGREEMENT**

THIS AGREEMENT, made and entered into this by and between CITY OF GARDENA in the Sta and, hereinafter referred to as	te of California, hereinafter	
The City and the Contractor mutually agree as fo	ollows:	
ARTIO	CLE I.	
THE PR	ROJECT	

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 987/994/514, which is described as follows:

Title: LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

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

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

# ARTICLE II.

#### CONTRACT SUM AND PAYMENT

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

# ARTICLE III.

#### CONTRACT DOCUMENTS

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

# ARTICLE IV.

# **EFFECTIVE DATE**

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

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

CITY	CONTRACTOR
By:MAYOR (Sign)	By:Sign / Title
Date:SEAL Attest: By:	Date: Attest: (Contractor)
CITY CLERK (Sign)  Date:	By:Sign / Title Date:
APPROVED AS TO FORM:  By:  CITY ATTORNEY (Sign)	<u>-</u>
Date: March 23, 2023	

PROJECT NO. JN 987/994/514

# FAITHFUL PERFORMANCE BOND

hereinafter

WHEREAS, the City of Gardena has awarded to ,

designated a	s the "Principal", a Contract for:
PROJECT:	LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS
· ·	said Principal is required under the terms of said Contract to furnish a bond for the rmance of said Contract;
NOW, THER	EFORE, we,
	e held and firmly bound unto the City in the sum of
of America, f executors, ac case suit is b	), this amount being not less addred percent (100%) of the total Contract price, lawful money of the United States for payment of which sum well and truly to be made we bind ourselves, our heirs dministrators, and successors, jointly and severally, firmly by these presents. In prought upon this bond, the Surety will pay all court costs and reasonable attorneys ity 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.

acceptance of the job by the City.	
	al counterparts of this instrument, each of which shall eof, have been duly executed by the Principal and
Surety named herein, on the day o and corporate seal of each corporate party by its undersigned representative pursuant	f, 20, the name being hereto affixed and these presents duly signed to authority of its governing body.
	[PRINCIPAL]
	Ву
	Title
	Signature
	[SURETY]
	Ву
	Title
	Address
	Phone No.

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

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

Signature

PROJECT NO. JN 987/994/514

# **PAYMENT BOND**

•	ne City of Gardena has awarded to, contract for the work described as follows:	as
PROJECT:	LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS	
	AS, said Contractor is required to furnish a bond in connection with said contra payment of claims of laborers, mechanics, materialmen and other persons, w;	-
NOW, THERE the City in the	EFORE, we, the undersigned Contractor and Surety, are held firmly bound ur sum of	ıto
total Contract	this amount being not less than one hundred percent (100%) of to price, for which payment well and truly to be made we bind ourselves, our heind administrators, successors and assigns, jointly and severally, firmly by the	rs,

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

This bond shall remain in full force and effections may be filed as provided for in Section 1.	ect for six full months after the period in which ion 3184 of the California Civil Code.	verif	ied
IN WITNESS WHEREOF, we have hereun20	to set our hands and seals on this	_day	of
	[PRINCIPAL]		
	[I KIIVOII AL]		
	Ву		
	Title		
	Signature		
	[SURETY]		
	Ву		
	Title		
	Address		
	Phone No.		
	Signature		

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

PROJECT NO. JN 987/994/514

# **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
	Signature
	Title
ATTEST:	
BySignature	
Signature	
Title	

PROJECT NO. JN 987/994/514

# INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS

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.

Company/Contractor
Name & Title
Signature & Date

"Indemnitor"

PROJECT NO. JN 987/994/514

# **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**

# LOCAL STREETS IMPROVEMENT 2020-2021, 2021-2022 AND 2022-2023 VARIOUS LOCATIONS JN 987/994/514

# **PART 1 – GENERAL PROVISIONS**

# **SECTION 1 – GENERAL**

**1-1 GENERAL.** The Standard Specifications for Public Works Construction ("Greenbook") written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the City. All work shall conform to the 2021 edition, including supplements of the Standard Specifications, the Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the City (defined herein as "Agency") available at the time bids are opened unless otherwise specified in the Contract Documents.

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract Documents.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

**1-2 TERMS AND DEFINITIONS.** Whenever in the Standard Specification the following terms are used, they shall be understood to mean and refer to the following:

(a)	AGENCY	The City of Gardena, a California municipal corporation.	
(b)	BOARD	The City Council of the City of Gardena	
(c)	CONTRACT DOCUMENTS	Documents including but not limited to the proposal forms, Standard "Greenbook" Specifications, Special Provisions, Technical Provisions, Notice Inviting Bids, Instructions to Bidders, Bonds, Insurance, Contract and all Addenda setting forth any modifications of the documents.	
(d)	ENGINEER	The City of Gardena Director of Public Works/City Engineer or his authorized representative.	
(e)	BIDDER	An individual, co-partnership, association or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.	
(f)	LEGAL ADDRESS OF CONTRACTOR	The legal address of the Contractor to be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.	
(g)	LABORATORY	An established laboratory approved and authorized by the Engineer for testing materials and work involved in the	

#### 1-7 AWARD AND EXECUTION OF THE CONTRACT.

**1-7.1 General.** The proposal shall be fully executed and submitted on the forms provided by the Agency and shall be enclosed in a sealed envelope marked and addressed as directed in the "Notice Inviting Bids".

If the proposal is made by an individual, it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her known name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Proposal. Proposals which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the Agency, the Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

- **1-7.2 Contract Bonds.** The "Performance Bond" is equivalent to City's "Faithful Performance Bond".
- **1-7.3 Examination of Plans, Specifications and Project Site.** Bidders shall read the specifications, review the drawings and examine the existing facilities to fully understand the project in order to plan for the improvements as shown in the contract, including local condition, uncertainty of weather and all other contingencies.

Bidders shall satisfy themselves by personal examination of the proposed work sites, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, drawings, or from the Engineer/Architect of the record, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the Agency.

- 1-7.4 Interpretation of Drawings and Documents. If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.
- **1-7.5 Award of Contract.** After the Proposals have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The Agency reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Bids subsequently shown to be mathematically unbalanced would be rejected as

nonresponsive.

A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question.

"A bid is mathematically unbalanced if the bid is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the bid must carry its proportionate share of the total cost of the work plus profits."

"A bid is materially unbalanced if there is a reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the Government. Consequently, a materially unbalanced bid may not be accepted."

Award of the Contract, if it be awarded, will ordinarily be made by the Agency within 30 days after opening of the bids. Award will be made to the lowest responsive responsible bidder.

In selecting the lowest responsive responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the Agency that he or his associates are competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agency, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

1-7.6 Execution of Contract. A bidder whose proposal is accepted shall properly sign a written contract with the Agency on the form attached hereto and return said contract together with good and approved bonds and insurance certificates as required by the Contract Documents within twenty-one (21) calendar days from the date of the mailing of a notice from the Agency to the bidder, according to the address given by him, of acceptance of his proposal.

Contract bonds and certificates of insurance, if required, shall be filed in all instances before delivering any equipment, materials, or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose proposal is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the Agency enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the Agency, an award may be made to the bidder whose proposal is next most acceptable to the Agency, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California and of the authority of the officer signing the contract and bonds for the corporation to so sign.

- **1-7.7 Return of Proposal and Guarantee.** The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Check or bid bonds of other bidders will be returned when their proposals are rejected or in any event at the expiration of forty-five (45) days from the date of opening bids.
- **1-7.8** Precedence of Contract Documents. The order of precedence of contract document shall be:

FIRST Requirements of law, including the Code and Ordinances of the

City of Gardena.

SECOND Permits from other agencies as may be required by law.

THIRD Permits from City of Gardena Departments as may be required by

law or ordinance.

FOURTH The Contract.

FIFTH The Bid Proposal.

SIXTH Addenda.

SEVENTH Notice Inviting Bids.

EIGHTH Instructions to Bidders.

NINTH Technical Provisions.

TENTH Plans.

ELEVENTH General Provisions of the Standard Specifications.

TWELFTH Standard Plans.

THIRTEENTH Standard Specifications for Public Works Construction (current

edition).

FOURTEENTH Caltrans Standard Plans and Specifications.

FIFTEENTH Reference Specifications.

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND and THIRD. Detailed plans shall have precedence over general plans.

#### **SECTION 2 – SCOPE OF THE WORK**

**2-2 PERMITS.** The Contractor will obtain, at no cost to the Agency, all permits necessary to perform the work on streets, highways, railways or other rights-of-ways. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not

limited to those permits required for night work, overload, blasting and demolition. For private contracts, the Contractor shall obtain all permits incidental to the work or made necessary by its operations, and pay all costs incurred by the permit requirements.

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

# 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.

#### 3-12 WORK SITE MAINTENANCE.

**3-12.1 General.** The Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water in keeping with the AQMD and NPDES requirements. Debris, soil or other matter shall not be washed into storm drains but shall be collected and disposed of in a legal, responsible manner. The construction area shall be cleaned with a power sweeper at the end of every workday and when deemed necessary by the Engineer.

The Contractor shall maintain drainage within and through the work areas. Earth dams will not be

permitted in paved areas. Use temporary sandbags to control the site perimeter. At the completion of the project sandbags shall become the property of the City of Gardena and shall be remain in place.

The Contractor shall not spill on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Stockpiling of construction materials or debris on City right-of-way shall be in accordance with the NPDES permit and shall be approved by the inspector. At the completion of work, the Contractor shall thoroughly clean all work areas.

**3-12.2 Air Pollution and Surface Maintenance Control.** The Contractor shall obtain a construction water meter from Golden State Water including required deposit and fees. The Contractor shall pay for the water used, at the current water rates. All arrangements for construction water shall be made by contractor with Golden State Water at Contractor expense.

#### 3-12.4. Storage of Equipment and Material.

**3-12.4.1 General.** All costs associated with the disposal of all excavated or demolition materials, including any gate fees, shall be paid by the Contractor. These costs shall be included in the bid price for the applicable bid items.

Prior to any excavated or demolition material being removed from the construction site the Contractor shall notify the City as to the hauling route and destination for disposal. If the location for disposal is other than a county landfill then the Contractor shall provide the City with written permission and release of liability for the City from the owner of the property where the material will be deposited.

The City has an exclusive agreement with Waste Resources, Inc. and no other firm may provide bulk trash bins in the event the work requires this service.

**3-12.4.2 Storage in Public Streets.** Construction equipment shall not be stored at the construction site, any public street or publicly owned facilities without approval of the City. Contractor shall store equipment at a contractor's rental yard.

All excavated material that is to be hauled to and disposed of at a County landfill site by the Contractor is subject to a County gate fee based on tonnage.

- **3-12.5.4 Protection and Restoration of Existing Improvements.** Any facilities, structures, water lines, landscaping, surfaces, signs, pavement markings, painted curbs, house numbers, etc., which are damaged during construction shall be restored to the satisfaction of the City. Damaged water lines shall be repaired immediately at no additional cost to the city.
- **3-12.5.5** Access to Private Property. The Contractor shall be aware that business and residential access must be maintained at all times. The Contractor shall schedule operations to minimize interference with access to private property.

The main access way to any business or home shall not be completely blocked for more than one four-hour period a day except blockage shall be limited to one twenty-four (24) hour period when concrete is poured.

Temporary access ways shall be provided from the street to the main access way of all businesses and homes by use of traffic rated steel plates or any other method approved by the city.

# Fire Department driveway access shall be provided at all times.

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 <u>within fourteen (14) calendar days</u> 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 reconstruct the major phases for the project per the following general phases and requirements. No work shall commence on a phase until the previous phase is completed unless approved by the Engineer. The Contractor shall include these sequences in his work progress schedule to be submitted.

# <u>Phase 1</u>: Concrete Improvements.

- A. Remove and construct all concrete work (curb and gutter, sidewalk, curb ramp, driveway approach, cross gutter, etc.).
- B. Traffic may be reduced to one lane in each direction with left turns to be maintained open. All lanes of traffic shall be open at the end of the work day. Work hours shall be from 7:30 a.m. to 4:30 p.m. See Section C-1.3 for additional requirements.
- C. Provide temporary striping, traffic control, and advisory signs.
- D. The Contractor shall maintain ingress/egress access for all streets and driveways.

# Phase 2: Roadway Reconstruction.

- A. At least one traffic lane in each direction shall be maintained at all times.
- B. Localized pavement reconstruction shall be completed before the cold mill operations.
- C. Lower manhole and valve box frames and covers to stay clear of the excavation, disposal, and cold mill operations.
- D. Temporary pavement striping and delineation shall be installed and/or installed at the end of each of work day.
- E. Temporary limit lines shall be installed at locations where permanent limit lines are shown on the final striping plan.
- F. Ingress/egress to all streets and driveways shall be maintained.

# Phase 3: Roadway Overlay, Final Paving, and Slurry Seal.

- A. Overlays shall be placed within two (2) days of cold milling of existing pavement.
- B. Final finish course shall be placed within 48 hours of base paving.
- C. At least one lane in each direction shall be maintained at all times.
- D. At the end of each work day, install temporary striping and limit lines as shown on the final striping plan.
- E. Adjust manhole and valve box frames and covers to finished grade.
- F. Apply slurry seal.
- G. No traffic shall be allowed to use the new improvements until the new improvements have been sufficiently cured.
- H. Access to all streets or cul-de-sacs not being paved or slurry sealed shall be maintained at all times.

# <u>Phase 4</u>: Utility Frames and Boxes Adjustment.

A. Adjust utility frames and boxes.

# Phase 5: Final Striping.

- A. Final striping and pavement markings shall not be installed until the new roadway has been sufficiently cured.
- B. Red curbs and other pre-existing curb markings prior to the construction shall be restored. Repaint all painted curbs.
- C. Reinstall all existing striping whether shown on the Plans or not.

The Contractor shall include in his bid all costs to perform the work under this contract in stages. Stage 1 will include concrete improvements on Gardena Boulevard from Western Avenue to Normandie Avenue and 162<sup>nd</sup> Street from Western Avenue to Normandie Avenue. The Contractor shall complete all concrete improvements in this area prior to moving to next stage. 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

<u>later than thirty (30) calendar days after the date of the contract execution</u>. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

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

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

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

**6-1.3 Working Day.** The Contractor's working hours shall be limited to the hours between 7:30 A.M. and 4:30 P.M., Monday through Friday except holidays. No loud noise or towing of cars will be allowed before 8:00 A.M. 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. 162<sup>nd</sup> 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 LIQUDATED DAMAGES.** The amount of liquidated damages is hereby amended to **\$1,000.00** 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 Engineer will authorize monthly partial/progress payments per Section 7-3.2 of the Standard Specifications. Contractor's monthly invoice shall be submitted on company letterhead. Each invoice submitted shall include project name, date of invoice, progress payment number, and purchase order number. All bid items shall be included on each invoice and include unit, unit price bid, original quantity and amount, previous payment quantity and amount, current invoice payment quantity and amount, total project payment quantity and amount. In addition, any approved change orders shall be listed on invoice. Payment to Contractor typically takes 30 days from submittal of approved invoice. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.
- **7-3.3 Delivered Materials.** The City will NOT honor or make any progress payments for materials ordered and delivered to the job site by the Contractor unless prior approval is obtained from the Engineer.

# 7-4 PAYMENT FOR EXTRA WORK.

**7-4.3 EXTRA WORK.** When work is performed on a "time and materials" basis, the following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:

1)	Labor		20
2)	Materials		15
3)	Equipment Ren	tal	15
4)	Other Items and	d 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**

<b>FIELD</b> (ed below		FACILITIES.	The	Contractor	shall	provide	the	class	of	field	office
□ Class	"A"			□ Class "B"	,			ı 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.

<u>Incidental Work</u> - 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, mobilization; implementation of the SWPPP and Best Management Practices for the protection of storm drain structures; adjusting utility access covers to grade; saw cutting; excavation and disposal of materials; survey; traffic control and coordination of utilities.

### PART 2 - CONSRTUCTION MATERIALS

### **SECTION 200 – ROCK 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, driveways, sidewalk and concrete pavement. Curing compound shall be Type 2 (if required).

### **SECTION 203 – BITUMINOUS MATERIALS**

### 203-6 ASPHALT CONCRETE.

**203-6.4.1 Class and Grade.** Asphalt hot mix shall be C2-PG64-10 for capping or finish course. Feather join edges shall be made along straight lines by hand raking out all heavy aggregates prior to rolling to produce a smooth uniform surface. Compacted edge along gutter lip shall be 3/8 inch in height.

### 203-11 ASPHALT RUBBER HOT MIX (ARHM).

**230-11.3 Composition and Grading.** Asphalt-Rubber shall be Class ARHM-GG-D, Standard Specifications Section 230-11 Wet Process and Section 302-9.

### **PART 3 – CONSTRUCTION METHODS**

### **SECTION 300 - EARTHWORK**

### 300-1 CLEARING AND GRUBBING.

300-1.1.a General.

**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.

**300-12.2 Concrete Removal.** Concrete to be removed shall be sawcut to a minimum depth of 5 inches at score marks or as marked by the City. Sawed edges, broken or chipped during construction shall be resawn at the contractor's expense. Increase in concrete quantity due to resawing shall not be considered for payment. Upon concrete removal, the City Parks Superintendent shall be informed to check and approve all roots to be removed. If he determines the tree cannot be saved, removal and planting of a new tree shall be per unit cost.

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum of 4 inches departure from the straight cut within every 2 feet. The edges of Portland cement concrete remaining in place shall be sawcut and shall have clean, solid vertical faces.

Concrete removed shall be replaced within five (5) days after removal. All restorations shall be completed a maximum of five (5) days after concrete placement (i.e. backfill, grading of dirt, asphalt repave etc.) One Hundred (\$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 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 " de

Rout to 1/2" wide, 1/2 " deep Fill with Sealant\*

1/2" to 3/4" Fill with sealant\*

Greater than 3/4" Fill with hot mix asphalt paving (F-AR4000)

\* Use Type "D" joint sealant to seal P.C.C. to be overlaid with asphalt use Type "A" sealant (color to match existing P.C.C.) in P.C.C., which is not to be overlaid.

All loose material shall be removed from cracks and joints and an approved herbicide shall be applied prior to sealing.

Cracks shall be filled flush with the road surface. Excess material shall be removed.

Sealant shall be applied according to the manufacturer's specifications, which shall be furnished to the Engineer at the preconstruction job meeting.

### 302-5 ASPHALT CONCRETE (AC) PAVEMENT.

- **302-5.1 General.** The Contractor shall establish designated asphalt truck routes and staging areas and shall communicate these routes and areas to truck drivers prior to the arrival at the job site. This plan must be approved by the Engineer five (5) days prior to paving.
- **302-5.3 Prime Coat.** Prime coat shall be applied to all subgrade surfaces prior to asphalt hot mix surfacing. The prime coat shall be Grade SC-250 liquid asphalt uniformity per Green Book requirements.
- **302-5.4 Tack Coat.** Asphalt tack coat shall be applied to all existing asphalt surfaces prior to asphalt overlay.

Existing surfaces shall be cleaned utilizing a power sweeper and free of water prior to applying PG 64-10 or SS-1h asphalt tack coat per Green Book requirements. Tack coat shall uniformly cover all areas to be paved.

### 302-5.5 Distribution and Spreading.

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

- **302.5.6.2 Density and Smoothness.** Failed areas shall be removed and replaced at Contractor's expense.
- **302-5.7 Joints.** COLD JOINTS SHALL NOT BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. COLD JOINTS PLACED WITHOUT APPROVAL SHALL BE REMOVED AT THE SOLE EXPENSE OF THE CONTRACTOR.

### 302-9 APHALT 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.

**302-15 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.

### Saturday Work.

Coldmill and overlay 162<sup>nd</sup> Street and Gardena Boulevard as indicated on the plans. This work will be done on different Saturdays at the option of the City at no additional cost to the City.

**302-16 Pavement Compaction.** The compaction after rolling shall be 95% of the density obtained with the California Kneading Compactor per California Test 304. The field density of the compacted asphalt concrete shall be determined by a properly maintained nuclear asphalt testing devise. Failed areas shall be removed and replaced at the contractors expense.

# 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.

Contractor shall make an inventory of all existing pavement legends, red curb, yellow curb, etc. including all other pre-existing pavement markings prior to construction. All pavement legends and curb markings shall be restored to pre-existing conditions unless otherwise directed.

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

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

**314-4.1 GENERAL.** Each <u>fire hydrant</u> in the project area shall be marked by placing a double-sided raised pavement marker with reflective blue markings on each side. The marker and adhesive shall be equivalent to Caltrans pavement markers.

Place one marker 6 inches from street centerline toward hydrant on a line projected approximately perpendicular to curb. Place two markers if hydrant is on a corner, one on each street.

### **PART 4 – EXISTING IMPROVEMENTS**

### **SECTION 400 – PROTECTION AND RESTORATION**

**400-2 PERMANENT SURVEY MARKERS.** The Contractor shall provide all surveying to complete the project and to replace any damaged monuments, benchmarks, ties, etc. All survey work shall be performed by a Land Surveyor registered by the State of California. Work shall be laid out and constructed so as to provide smooth profiles to adjacent improvements and drainage of all surfaces.

### **SECTION 401 - REMOVAL**

### 401-3. CONCRETE AND MASONRY IMPROVEMENTS.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections.

<u>Concrete sidewalk</u> 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.

<u>Concrete curb and gutter</u> 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.

Removal, disposal and construction of adjacent 2-feet wide asphalt hot mix paving (C2 PG64-10) over 6-inch thick C.A.B. shall be included.

<u>Curb ramp</u> construction shall include removal and disposal of interfering structures, objects and soil. Ramp shall be 4" thick concrete over 6" thick C.A.B. Curb ramp reconstruction in place shall be from BCR to ECR and adjacent sidewalk as needed to meet ADA requirements.

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, cross gutter, and 24 in. wide hot mix asphalt paving (C2 PG64-10) over 6 in. thick C.A.B. shall be included. Ramp shall be poured separately from curb and gutter (min. 24hrs after curb and gutter).

See City Standard ST-18 notes for additional requirements.

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

See City Standard ST-18 notes for additional requirements.

<u>Driveways</u>, <u>approach</u>, <u>alley intersection</u>, <u>spandrels and cross gutters</u> construction shall include removal and disposal of interfering structures, objects and soil.

Removal, disposal and construction of adjacent 2-feet wide hot mix asphalt paving (C2 PG64-10) over 6-inch thick C.A.B. shall be included.

### **SECTION 402 – UTILITIES**

**402-2 PROTECTION.** The Contractor shall provide coordination with all utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 811 or 1-800-227-2600 at least 48 hours prior to any excavation.

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by the owner as provided in the Standard Specifications. The Contractor shall take special precautions in determining the precise location and depth of these structures and coordinate work with the utility to ensure that they will not be damaged by its operations.

### SECTION 403 - MANHOLE ADJUSTMENT AND RECONSTRUCTION

**403-1 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.

### **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.

### 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 CONSRTUCTION 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.

Lane closures shall be allowed between 8:00 A.M. and 4:00 P.M. only. No traveled lane shall be closed overnight without prior City approval. Access to private property shall be maintained at all times.

"Temporary No Parking" signs shall be posted no more than 100 feet apart at least 72 hours prior to work. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall not be posted on trees, traffic signal poles, utility poles, streetlights, or any other street furniture. Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. "Temporary No Parking" signs shall be maintained by the contractor at all times and shall be approved by the Engineer prior to posting. Cover existing street signs as directed by the Engineer.

"Temporary No Parking" signs shall be implemented for one week only (M-F) at a time. Signs shall be removed and reposted each week as needed and approved by the City. Time on posting shall be 8:00 A.M. - 4:30 P.M. or as 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.

### PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

### **SECTION 700 - MATERIALS**

700-5 TRAFFIC SIGNAL MATERIALS.

**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.

### **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.

### PART 8 – LANDSCAPING AND IRRIGATION

**SECTION 801 – INSTALLATION** 

### 801-4 PLANTING.

- **801-4.5** Tree and Shrub Planting. Tree species shall be 24" box (species as noted). Payment for this item shall include the following:
  - A. All material and work for planting of the tree.
  - B. One-year maintenance period. If a tree requires replacement within the one year maintenance period, the new tree shall also have a one year maintenance period from the date of acceptance.

Note: City will tag trees prior to installation. Total maximum distance to tag all trees shall be limited to 80 miles roundtrip and 3 locations. Otherwise, trees shall be brought to the City for approval prior to planting. Rejected trees shall be removed from the job site immediately.

**801-4.5.1 Tree Removal**. Remove and dispose of existing tree, stump and roots are supplemental provisions to Section 300-1.2 and 300-1.3 of the Standard Specifications. Grind roots minimum of 12" from top of grade. Backfill with select material and prepare for P.C.C. construction or tree replacement where shown.

Prior to removal of any tree, the following must be done:

- 1. Remove all concrete within 20' of the tree marked for removal.
- 2. Schedule City Parks Division to inspect the tree and roots.
- 3. Get written approval from Parks Division to remove tree.
- 4. If Parks Division determines the tree can be saved, reduce tree removal and planting item by one.

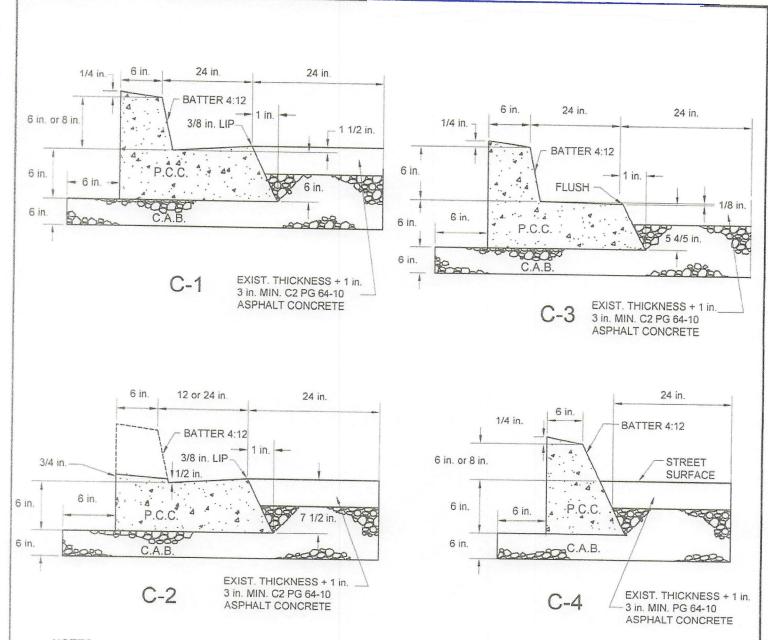
**801-6 MAINTENANCE AND PLANT ESTABLISHMENT.** Maintenance period shall be one year and shall commence after work has been completed and approved by the City of Gardena Council.

All trees shall be <u>guaranteed</u> by the contractor for the maintenance period. Contractor liability shall cover cost of labor, equipment and materials to replace trees of similar size during the covered period.

### **END OF TECHNICAL PROVISIONS**

# **APPENDIX A**

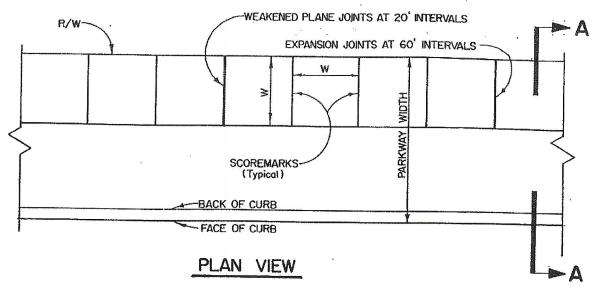
**Standards** 

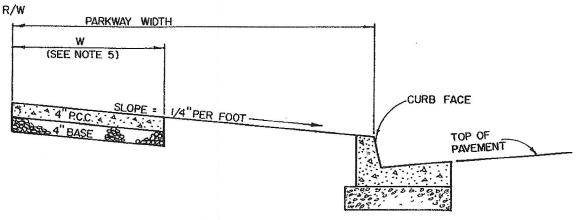


### NOTES:

- 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 O	F GARDENA	PUBLIC WORKS DEPARTMENT	2.11	ENGINEĖ	RING DIVISION
TITLE:	CURP AND CUTTER	APP. BY:	yeld.	5/2	7/20/S DATE
	CURB AND GUTTER	DESIGNED BY	JC	5/6/15 DWG	0=
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### TEC.

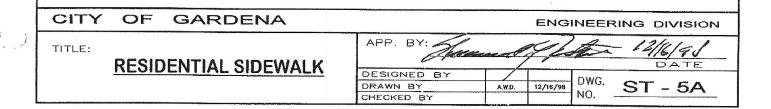
### NOTES:

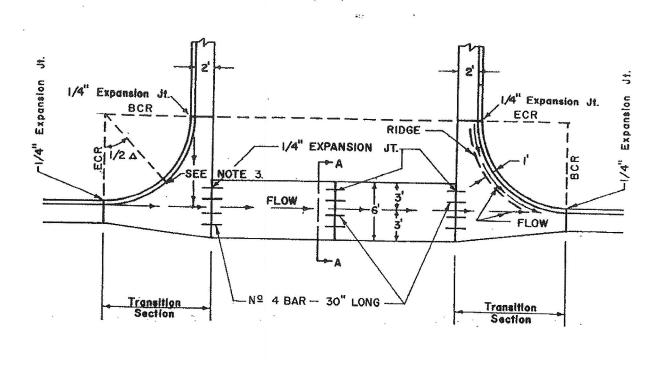
- 1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."
- 2. WHERE EXISTING CONCRETE IS TO BE REMOVED, IT SHALL FIRST BE SAWCUT AT THE NEAREST SCOREMARK.
- 3. BASE SHALL BE CRUSHED MISC. BASE PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION".
- 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.

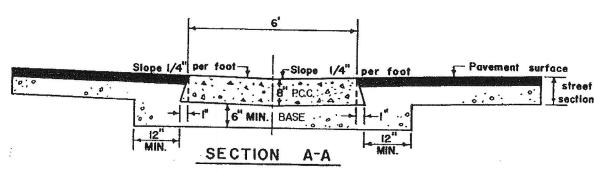
### NOTE:

NEW SIDEWALKS WILL REQUIRE CRUSHED MISCELANEOUS BASE. SIDEWALKS (REPLACEMENT OF SIDEWALK) RECOMPACT EXISTING BASE MATERIAL.

SECTION A-A



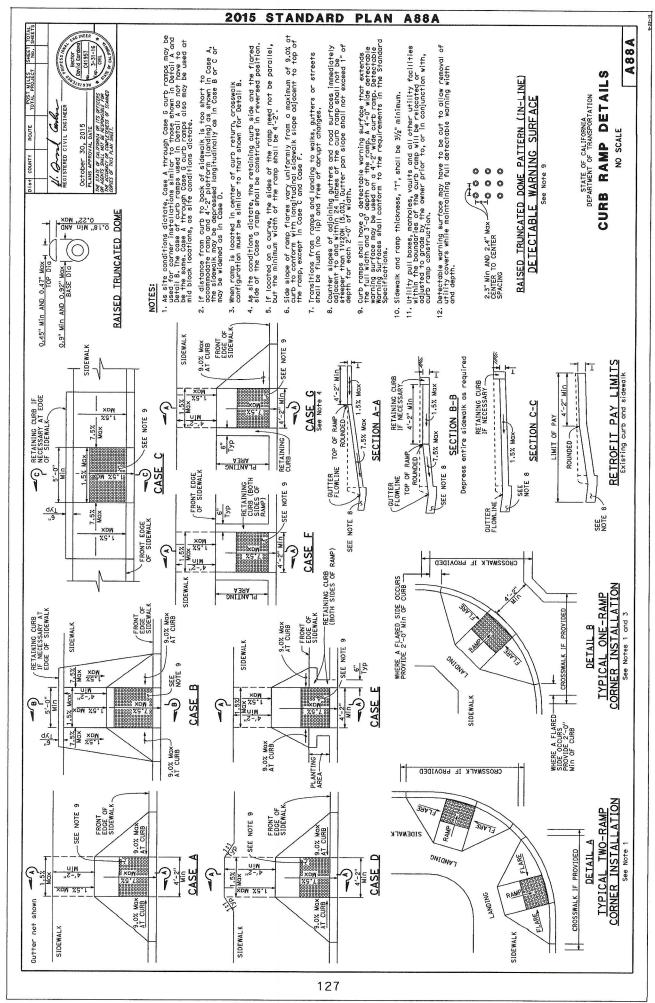




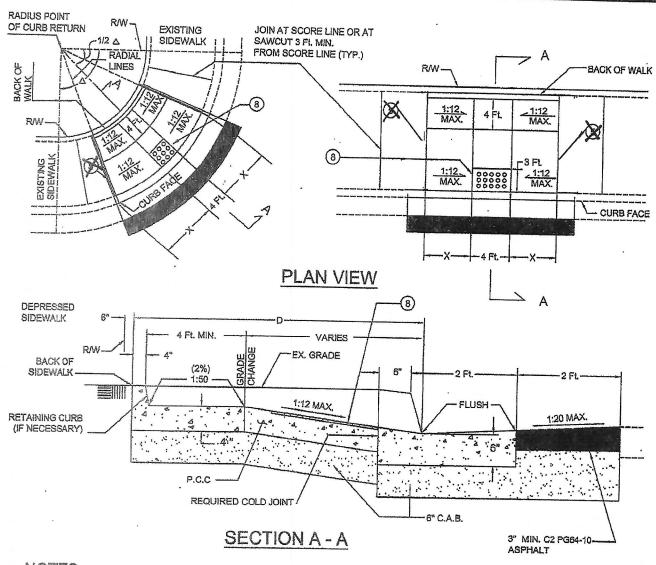
### NOTES

- I. BASE SHALL BE CRUSHED SAGGREGATE BASE PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."
- PORTLAND CEMENT CONCRETE SHALL BE CLASS 520-C-2500 PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUTION."
- 3. THE FLOW LINE SHALL BE RAISED TWO INCHES AT THE MIDPOINT TO EXPEDITE DRAINAGE.
- 4. THE FLOW LINE SHALL HAVE AN 8" WIDE STEEL TROWEL FINISH & ALL OTHER HORIZONTAL SURFACES SHALL HAVE A COURSE BROOM FINISH.

CITY OF GARDENA ENGINEERING DIVISION APP. BY: 12/14/90 TITLE: DATE **CROSS GUTTER** DESIGNED BY DWG. 12/16/98 ST - 3 A.W.D. DRAWN BY NO. CHECKED BY



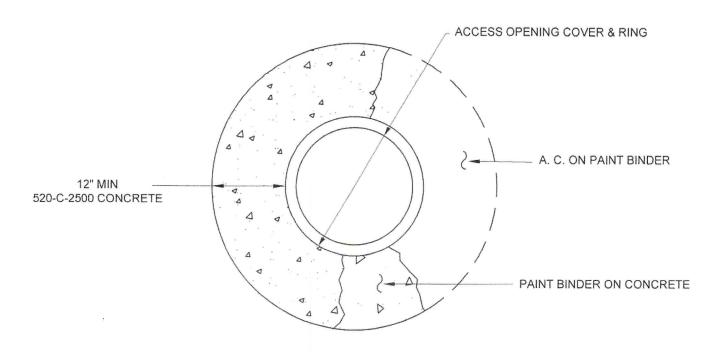




### NOTES

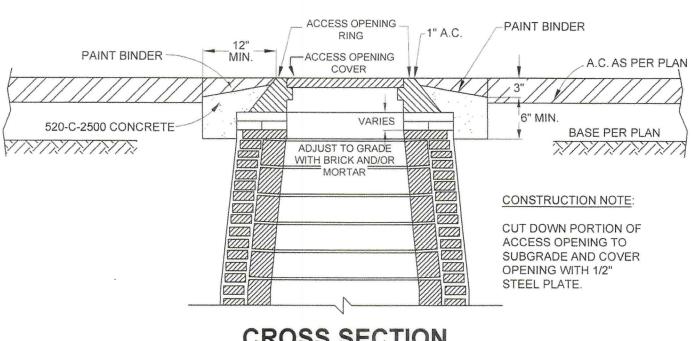
- 1. RAMPS SHALL BE CONSTRUCTED OF CLASS 520-C-2500 PORTLAND CEMENT CONCRETE 4" THICK OVER 6" CAB.
- 2. ADJUST UTILITY VALVE COVERS, UTILITY BOXES AND TRAFFIC SIGNAL BOXES TO FINISHED GRADE.
- 3. RAMP SHALL BE POURED SEPARATELY FROM CURB AND GUTTER (MIN. 24 HRS AFTER CURB AND GUTTER).
- 4. ALL EXISTING MATERIAL TO BE REMOVED SHALL BE SAWCUT. (MIN. 5" DEEP)
- 5 PLACE GROOVED BORDER 12" WIDE AT LEVEL SURFACE OF SIDEWALK. SPACE GROOVES AT 34" S.G. 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 PREFABRIGATED 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 -	- PUBJ	49 WORKS	DEPT E	ENGINEERING DIVISION
TITLE:	APP BY	ENGMEEN	61913 RIC.E.N	4/0/88 NO. PATE
CHOD DAMD	DESIGN BY	Ус		
CURB RAMP	DRAWN BY	RS		DWG. NO. ST - 18
	CHECKED BY	JF .		



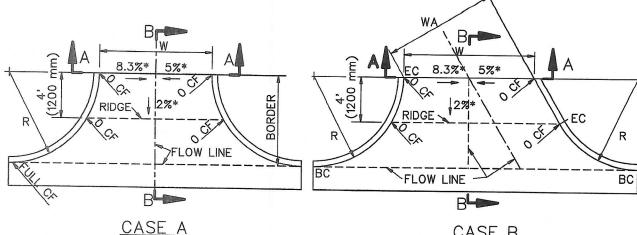
### **PLAN VIEW**

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



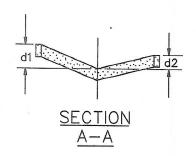
# **CROSS SECTION**

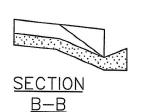
CITY OF GARDENA ÉNGÍNEERING DIVISION PUBLIC WORKS DEPARTMENT APP. BY: TITLE: DATE CITY ENGINEER V ACCESS OPENING ADJUSTMENT DWG. **ST-9** DRAWN BY SS 7/11/16 CHECKED BY 7/11/16



<u>CASE A</u> <u>STANDARD APPROACH</u>

<u>CASE B</u> <u>ANGLED APPROACH</u>

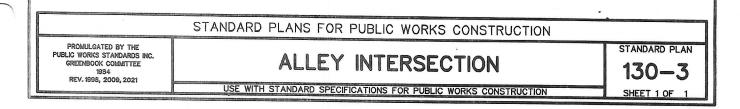


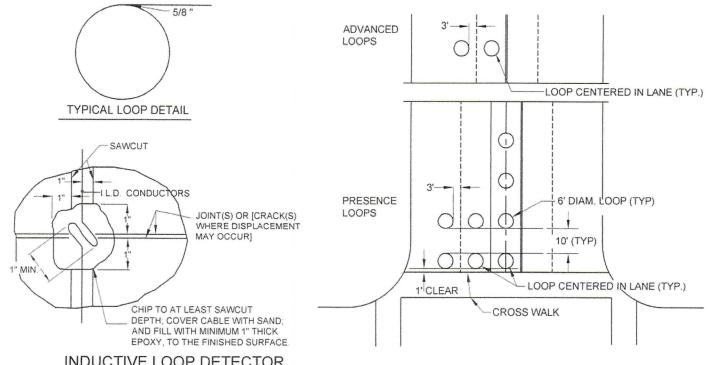


W, ft	8,	10'	15'	20'	25'	30'
W, mm	(2400 mm)	(3000 mm)	(4500 mm)	(6000 mm)	(7500 mm)	(9000 mm)
d1, ft	0.33'	0.42'	0.63'	0.83'	1.04'	1.25'
MAX	(100 mm)	(125 mm)	(188 mm)	(250 mm)	(313 mm)	(375 mm)
d2, ft	0.17'	0.25'	0.25'	0.25'	0.25'	0.25'
MIN	(50 mm)	(75 mm)				

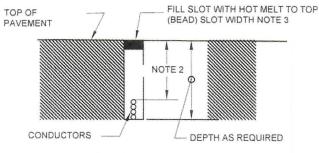
### NOTES:

- ALLEY INTERSECTION SHALL BE CONSTRUCTED OF CONCRETE, CLASS 520-C-2500 (310-C-17), 6" (150 mm) THICK.
- 2. ASTERISKS (\*) SHOW MAXIMUM GRADES.

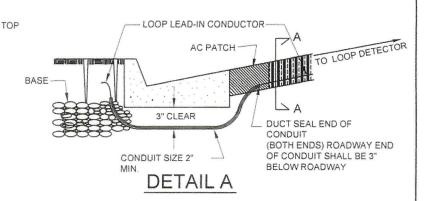




# INDUCTIVE LOOP DETECTOR EXPANSION JOINT



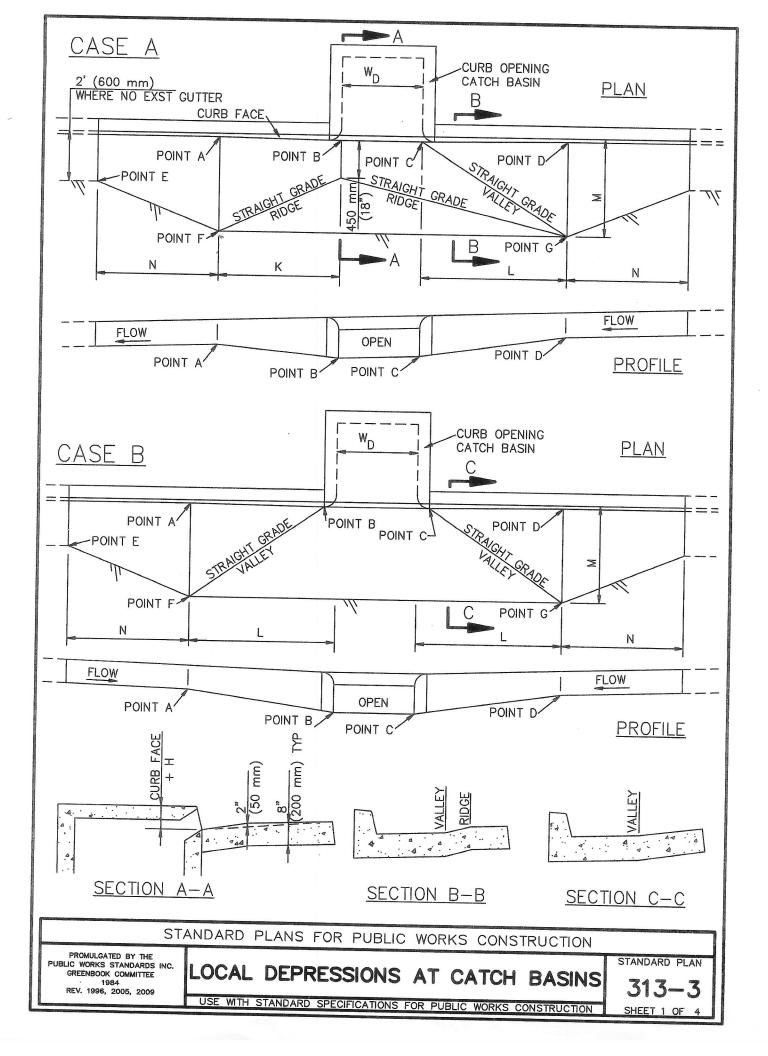
SECTION A - A

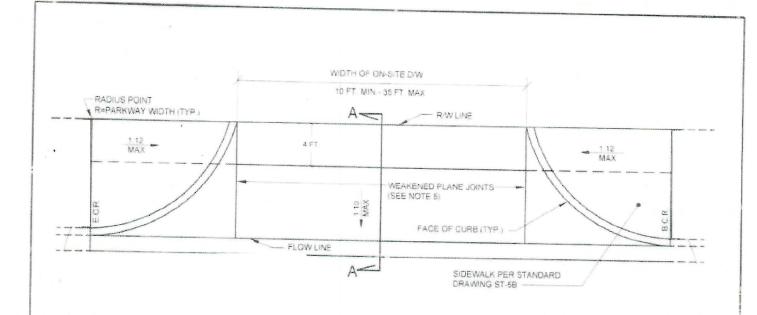


### CONSTRUCTION NOTES:

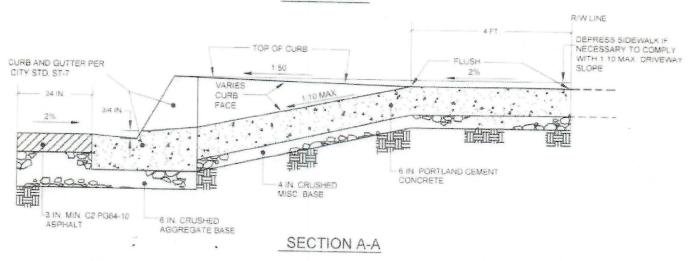
- 1. DURING CUTTING OPERATIONS A VACUUM MACHINE SHALL COLLECT ALL DEBRIS AND WATER.
- LOOP AND HOMERUN CUTS SHALL BE INSTALLED TO THE MAXIMUM DEPTH POSSIBLE LEAVING A MINIMUM OF 1" OF CONCRETE OR ASPHALT IN THE BOTTOM AND A 3" TO 4" COVER IN ASPHALT, 2" COVER IN CONCRETE.
- 3. LOOP AND HOMERUN CUTS SHALL 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
- 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 APP, BY: TITLE: CITY ENGINEER DATE TRAFFIC LOOP DETAIL DWG. ST-24 DRAWN BY 7/11/16 NO. 7/11/16 CHECKED BY





### PLAN VIEW



### NOTES:

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
- 2. PORTLAND CEMENT CONCRETE SHALL BE 520-C-2500 PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION.
- 3. ASPHALT AND CONCRETE TO BE REMOVED SHALL BE SAWCUT.
- 4. EXISTING CONCRETE SHALL BE REMOVED TO THE NEAREST SCOREMARK.
- 5. PLACE WEAKENED PLANE JOINTS EVENLY SPACED AT 10 FT. O.C. MAX.
- 6. DRIVEWAY CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE DRIVEWAY POLICY OF THE DEPARTMENT OF PUBLIC WORKS.

CITY OF GARDENA	PUBLIC WORKS DEPARTMENT	-1	E	NGIN	EERING DIVISION
TITLE:	APP BY	1			June IT ROIS
COMMERCIAL DRIVEWAY	DESIGNED BY	JC	15/6/15	Laure	DATE
	DRAWN BY	RS	5/6/15	DWG	ST-1
	CHECKED BY	JF	5/6/15	INO	

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DRIVEWAY

..... SIDEWALK AND SCOREMARKS PER ST.5A

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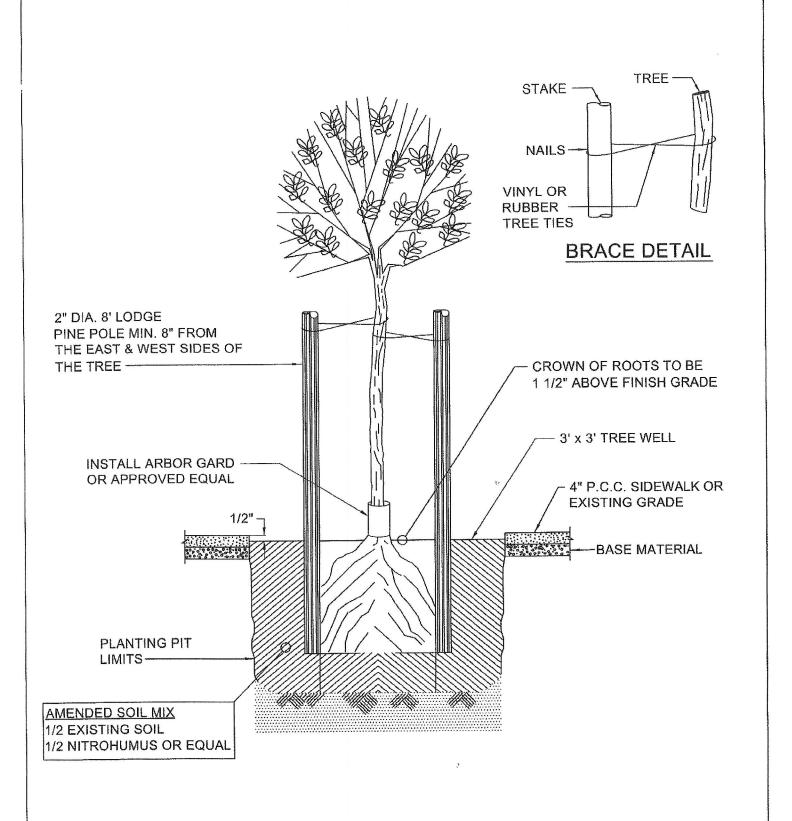
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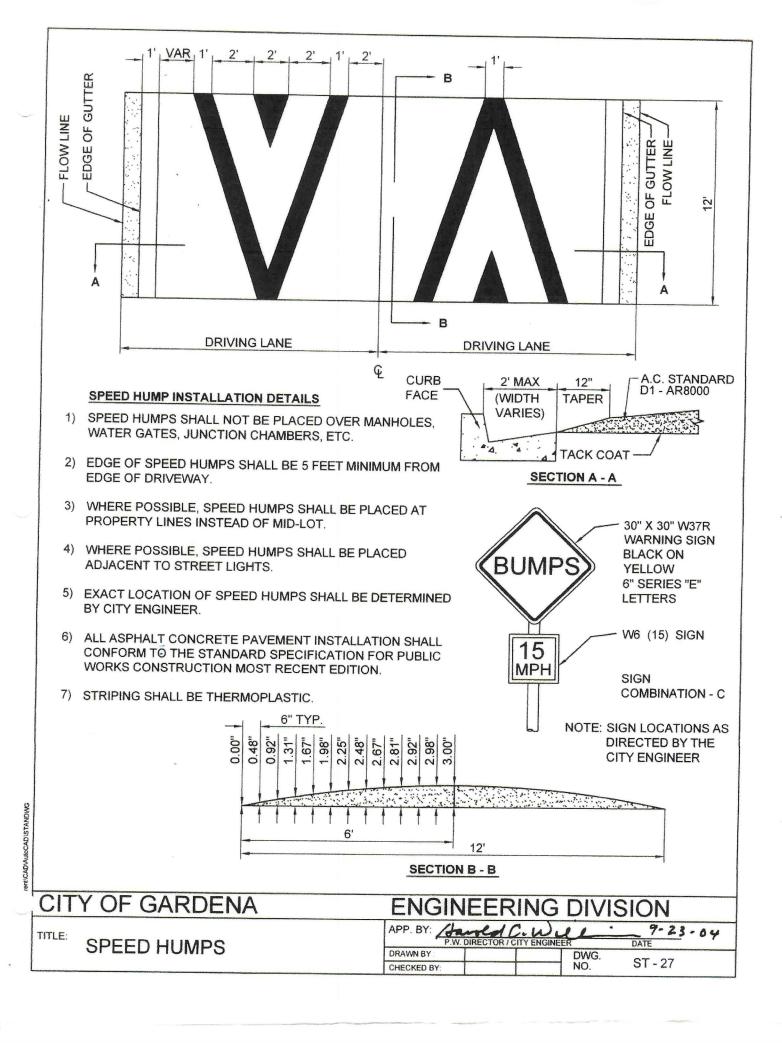
DWG.

HO.

DATE



ITY OF GARDENA	ENGINEERING DIVISION
TITLE: TREE PLANTING	APP. BY: 9. 0 more 12-16-08 DATE
DETAIL	DESIGNED BY         JO         11-25-2008         DWG.         ST - 11           DRAWN BY         RS         11-25-2008         NO.         ST - 11



Z Central Ave Central A LOCAL STREET IMPROVEMENT 20-21, 21-22, AND 22-23 VARIOUS LOCATIONS JN 987/994/514 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. (E) E Victoria S1 S Avalon Blur E 1381/51 E 135th St o uie West Compton Gardena Fuy S Broa S Broadway • -0 W 158th St 1 Harbor Fwy 03/21/2023 (3) Ainsworth St W 1351h S Hermosillo Berendo Ava evA eibnem1oM 2 ROOSEVELI Halldale Ave Denker Ave Gardena Strawberry Park эмА птэзгэМ 2 S Western Ave PROJECT LOCATION 1777h St avA asaM nsV W 15eth St San Diene 132rd St 180th Pt W 135th St 170th St Marhattan Beach Blvd Marine Ave LA FRESA дақси үле Doty Ava PROJECT LOCATION Perry avA airten9 1" = 4036 ft Hawthorne 176th St Avis Ave Lawndale W 134th St 15 H691 W 156th St 164th 5t 18 H178, 13711191 1415151 Monaco Firmiona Ave 1294551 Nido Condon Ave C454 יוֹט S Inglewood Ave

### NOTICE OF EXEMPTION

TO: Office of Planning & R 1400 Tenth Street Sacramento, CA 95814	AT 124	unty Clerk / Registrar I TTN: Environmental F 400 East Imperial High orwalk, CA 90650	ilings Clerk
Project Title: A) Local Street 2021/2022, JN 994	Improvement 2020/2021, J	N 987; B) Local St	reet Improvement
Project Location (Specific): Van	rious Locations		
Project Location (City): Gar Description of nature, purpose a and slurry seal local residential street	and beneficiaries of projec	Inty): Los Angeles  Ct: This project	County will grind, overlay,
Name of public agency approvin		Gardena	
Name of person or agency carry  Exempt Status: (Check One)			
<ul> <li>□ Ministerial: (P.R.C. Sec. 21080[</li> <li>□ Declared Emergency: (P.R.C. Sec. 2</li> <li>□ Emergency Project (P.R.C. Sec. 2</li> <li>x Categorical Exemption: Sec. 2</li> </ul>	ec. 21080[b][3]; Guidelines Se 21080[b][4]; Guidelines Sec. 1	ec. 15269[a]) 15269[b][c])	s
□Other:	Guidelines	Sec.	15061):
Reason why project is exempt: facilities and involves negligible of			
Contact person: Jun De Cast	ro Telepho	one: <u>310-217-9642</u>	· · · · · · · · · · · · · · · · · · ·
If filed by applicant:  1. Attach certified document of exer  2. Has a notice of exemption been fi		oving the project?	□ Yes □ No
Date received for filing:	CLINT (	OSORIO mental Quality Officer	Date

NOTE: Exempt from Dept. of Fish & Game Wildlife Fee in accordance with de minimis impact finding (735.5[c])

# GENERAL NOTES

- 1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE STARTING WORK.
- 2. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF SCALED DIMENSIONS ON ANY PLAN. ALL DIMENSIONS SHALL BE AS DESIGNATED ON THE PLANS. THE CONTRACTOR SHALL PROTECT ALL PUBLIC AND PRIVATE PROPERTY
- 3. DURING THE PERFORMANCE OF WORK DONE UNDER THE CONTRACT. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO AVOID ANY DAMAGE TO ANY STRUCTURES ADJACENT TO THE PROJECT
- 4. EXISTING UTILITIES SHOWN ARE BASED ON AVAILABLE RECORDS OF PARENT UTILITY COMPANIES AND MAY NOT ACCURATELY REPRESENT THEIR ACTUAL LOCATIONS. PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL
- VERIFY THE ACTUAL LOCATIONS (VERTICAL AND HORIZONTAL) OF ALL UTILITIES, IN THE FIELD OR COORDINATE SUCH INDEPENDENT VERIFICATION WITH THE PARENT UTILITY COMPANIES AND PROVIDE THE

5. ADJUST UTILITY VALVE COVERS, UTILITY BOXES, TRAFFIC SIGNAL BOXES, ETC. TO FINISH GARDE. PAYMENT SHALL BE INCLUDED IN THE APPLICABLE CONSTRUCTION BID ITEM AND REFER TO CONSTRUCTION NOTE AND/OR SPECIFICATIONS.

6. PROVIDE TRAFFIC CONTROL PER TECHNICAL PROVISIONS.

- 7. ALL SURVEY MONUMENTS THAT ARE DAMAGED OR REMOVED SHALL BE RE-ESTABLISHED.
- 8. 24 HOUR NOTICE FOR ALL INSPECTIONS REQUIRED.
- 9. CONTRACTORS SHALL REMOVE AND DISPOSE OF ALL TRASH AND BROKEN BRANCHES BEFORE AND AFTER PAVING.
- 10. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION, OBTAINING NECESSARY APPLICABLE PERMITS WITH LOCAL AGENCIES AND OTHER OWNERS HAVING JURISDICTION AND PREPARING REQUIRED DOCUMENTATION NECESSARY FOR
- 11. PROTECT ALL STORM DRAINS, CATCH BASINS, ETC. WITH SAND BAGS, FABRIC, AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES.
- 12. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-422-4133 TWO WORKING DAYS PRIOR TO ANY EXCAVATION WORK.
- 13. CONSTRUCTION EQUIPMENT AND MATERIAL SHALL NOT BE STORED IN STREETS, ROADS, HIGHWAYS OR PUBLIC RIGHT-OF-WAY EXCEPT IN CITY ESTABLISHED OR APPROVED STAGING AREAS. ALL MATERIALS OR EQUIPMENT NOT INSTALLED OR USED IN CONSTRUCTION WITHIN THE DAILY WORK PERIOD SHALL BE STORED ELSEWHERE BY THE CONTRACTOR AT HIS EXPENSE.
- 14. ALL CONCRETE CURB AND GUTTER, AND PAVEMENT WITH LESS THAN 1 % GRADE SHALL BE WATER TESTED PRIOR TO FINAL ACCEPTANCE TO INSURE POSITIVE DRAINAGE WITHOUT LOW SPOTS. IF ANY AREAS ARE IDENTIFIED WHERE PONDING OCCURS, THE CONTRACTOR SHALL REMOVE AND REPLACE THOSE IMPROVEMENTS AT HIS EXPENSE.
- 15. CONTRACTOR MUST ACCOMMODATE ACCESS TO ALL COMMERCIAL BUSINESSES AND PRIVATE RESIDENCES AT ALL TIMES.
- 16. ALL MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- 17. LOOPS SHALL BE CENTERED IN THE LANE UNLESS OTHERWISE NOTED.
- 18. ALL NEW LOOPS SHALL BE ROUND (6' DIAMETER) 19. FOR DISPOSITION OF SALVAGED MATERIALS SEE SPECIAL PROVISIONS.
- 20. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
- 21. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB AS APPROPRIATE.
- 22. 24 HOUR NOTICE FOR ALL INSPECTIONS REQUIRED.
- 23. CONTRACTORS SHALL REMOVE AND DISPOSE OF ALL TRASH AND BROKEN BRANCHES BEFORE AND AFTER PAVING.
- 24. PRIOR TO CUTTING OF ANY ROOTS, CALL PARKS DIVISION AT (310) 217-9657 FOR APPROVAL.
- 25. ALL DAMAGED CONCRETE SIDEWALKS OR CURBS SHALL BE SAWCUT TO THE NEAREST TRANSVERSE SCORE MARK, OR ADJUSTABLE CONTROL JOINT, OR WEAKENED PLANE AND REPLACED IN CONFORMANCE WITH THE APPLICABLE PROVISIONS OF GREENBOOK STANDARD PLANS
- 26. ALL STRIPING SHALL BE THERMOPLASTIC MATERIAL.
- 27. RAISED PAVEMENT MARKERS SHALL BE CEMENTED TO THE PAVEMENT WITH HOT MELT BITUMINOUS ADHE\$IVE.
- 28. FURNISH AND INSTALL TEMPORARY MARKERS IMMEDIATELY AFTER PAVING, SPACED AT 25FT MAXIMUM.
- 29. REMOVE ALL EXISTING PAVEMENT MARKINGS BY WET SANDBLASTING (CROSSWALKS, STOP LEGENDS, ETC.) EXISTING PAVEMENT MARKINGS AND STRIPING TO BE REMOVED ARE NOT SHOWN ON THE PLAN. FIELD VERIFY LOCATIONS.
- 30. REMOVE AND DISPOSE OF ALL EXISTING RAISED PAVEMENT MARKERS WITHIN THE PROJECT LIMITS. PAVEMENT SHALL BE INCLUDED IN ADJACENT CONSTRUCTION.
- 31. PROVIDE TRAFFIC CONTROL PER TECHNICAL PROVISIONS.

# CITY OF GARDENA CONSTRUCTION PLANS

FOR

LOCAL STREET IMPROVEMENTS COORDINATE SUCH INDEPENDENT VERIFICATION WITH THE PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR SHALL PROTECT IN PARENT UTILITY COMPANIES AND PROVIDE THE CONTRACTOR S



STREET SIGN

DWY

WHEELCHAIR RAMP

■ TRAFFIC SIGNAL OVERHEAD

- TRAFFIC SIGNAL POLE

■ STREET LIGHT

TS TRAFFIC SIGNAL PULLBOX

T TELEPHONE PULLBOX

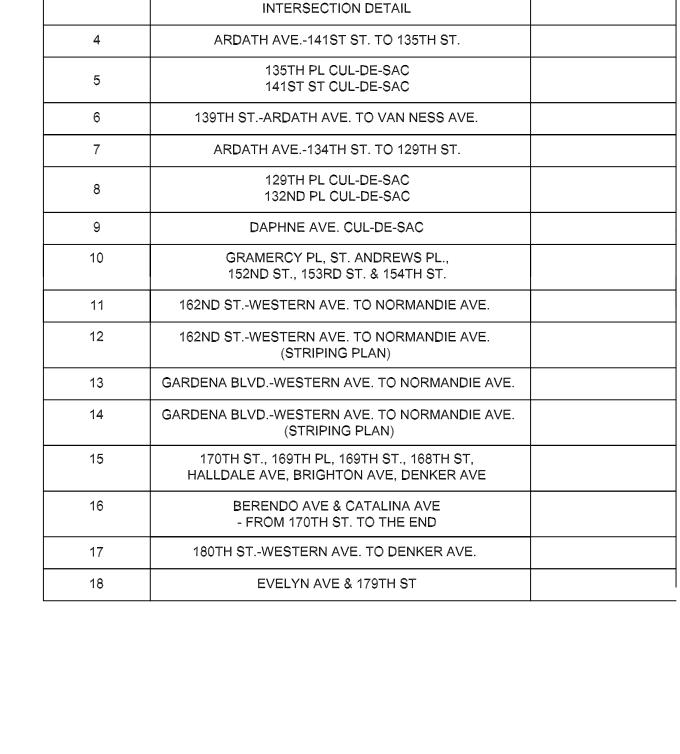
E ELECTRICAL PULLBOX

MW MONITORING WELL

CURB DRAIN

**CONSTRUCTION NOTES:** 

- EDGE GRIND-COLD MILL EXISTING PAVEMENT 0-1.5 INCH VARIABLE THICKNESS, PER DETAIL ON SHEET 2.
- COLD MILL 1.5 INCH THICK EXISTING AC/CONC. PAVEMENT
- REMOVE EXISTING AC PAVEMENT AND RECONSTRUCT 4-1/2" AC OVER EXISTING BASE. LEAVE 1-1/2" BELOW FINISHED SURFACE.
- FURNISH AND INSTALL 1.5 INCH THICK ASPHALT RUBBER HOT MIX (ARHM GG-D)
- LIMIT OF WORK. SAWCUT AND COLD MILL AC PAVEMENT TO PROVIDE AN EVEN JOINT TO ADJOINING SURFACES AND A SMOOTH TRANSITION.
- REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- REMOVE EXISTING ASPHALT PAVEMENT AND BASE AS NECESSARY AND CONSTRUCT 8" THICK PCC PAVEMENT OVER EXISTING AGGREGATE BASE, DRIVEWAY ACCESS SHALL BE MAINTAINED AT ALL TIMES.
- APPLY TYPE 2 SLURRY, EXACT LIMITS TO BE FIELD MARKED.
- REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6-INCH CAB PER CITY STD. ST-7C-1, MATCH TO EXISTING
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 4-INCH PCC SIDEWALK OVER EXISTING RECONSTRUCTED SUBGRADE PER CITY STD. ST-5A.
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 6-INCH PCC SIDEWALK BEHIND DRIVEWAYS.
- REMOVE AND DISPOSE OF EXISTING CROSS GUTTER. FURNISH AND RECONSTRUCT 8-INCH PCC CROSS GUTTER OVER 6-INCH CAB PER CITY STD. ST-3, MODIFIED PER PLAN. CROSS GUTTERS SHALL BE CONSTRUCTED IN A WAY THAT TRAFFIC IS MAINTAINED AT ALL TIMES.
- SAWCUT, REMOVE AND RECONSTRUCT CURB RAMP PER CALTRANS STD. PLAN A88A,
- REMOVE AND RECONSTRUCT CURB RAMP PER CALTRANS STD. PLAN A88A, CASE B, MODIFIED
- ADJUST ACCESS OPENING TO GRADE, SHOWN OR NOT SHOWN ON PLANS PER CITY
- REMOVE AND RECONSTRUCT ALLEY APPROACH PER APWA STD PLAN 130-2.
- INSTALL STANDARD TRAFFIC LOOPS AND SPLICE IN PULL BOX PER CITY STD. ST-24.
- REMOVE AND RECONSTRUCT LOCAL DEPRESSION PER APWA STD. PLAN 313-3 (W PER PLAN), K AND L TO BE MODIFIED TO MATCH EXISTING.
- REMOVE EXSITING DRIVEWAY. FURNISH AND RECONSTRUCT 6" P.C.C DRIVEWAY PER CITY STD. ST-1.
- REMOVE EXISTING TREE, STUMP AND ROOTS.
- PLANT NEW 24" BOX TREE PER CITY STD. ST-11.
- REMOVE EXISTING SPEED HUMP AND RECONSTRUCT PER CITY STD. ST-27.
- REMOVE EXISTING AND INSTALL NEW IN-ROAD CROSS WALK LIGHTS, MANUFACTURED BY LANE LIGHT TRAFFIC TECHNOLOGIES INC. (1-866-466-4836) PER MANUFACTURER'S
- INSTALL CAST IN PLACE TRUNCATED DOME PER CALTRANS STD. PLAN A88A



SHEET INDEX

FILE NO.

SHEET DESC.

TITLE

TYPICAL SECTIONS & DETAILS

CROSS GUTTER DETAILS &

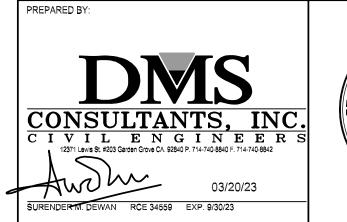
168TH ST AND RAYMOND AVENUE

SHEET NO.

# STRIPING NOTES:

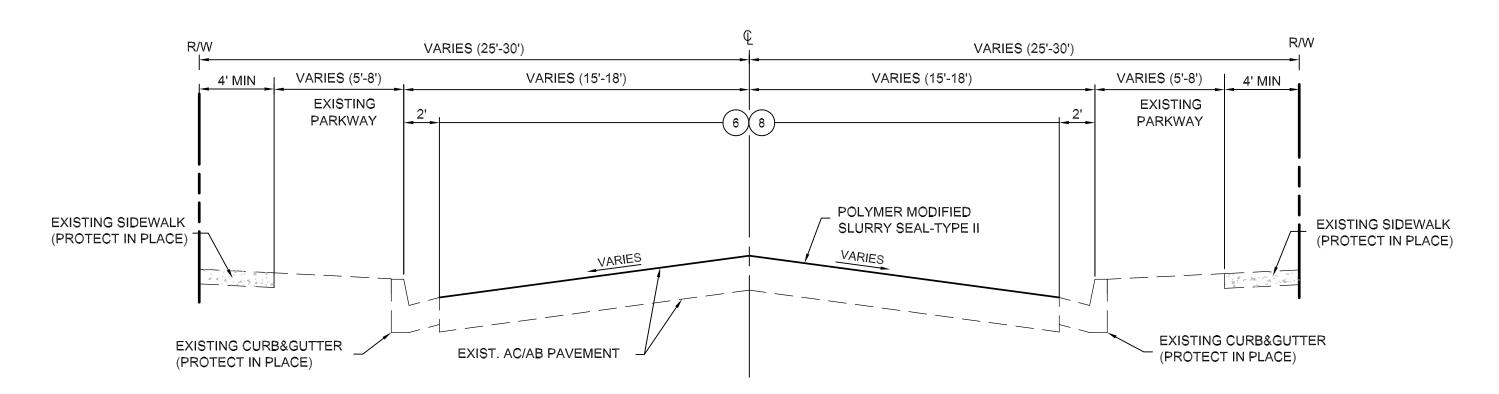
- FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC CROSSWALK.
- FURNISH AND INSTALL 12" SOLID YELLOW THERMOPLASTIC CROSSWALK.
- FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC STOP BAR
- FURNISH AND INSTALL THERMOPLASTIC AND RAISED PAVEMENT MARKERS DOUBLE YELLOW LINE PER DETAIL "22" CALTRANS STD. PLAN A20A.
- FURNISH AND INSTALL 10' WIDE THERMOPLASTIC CROSSWALK, CONTINENTAL TYPE. SEE DETAIL SHEET 12 (COLOR PER PLAN)
- (P6) FURNISH AND INSTALL WHITE THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN PER CALTRANS STD. PLAN A24D
- FURNISH AND INSTALL YELLOW THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN.PER CALTRANS STD. PLAN A24D
- FURNISH AND INSTALL TYPE IV THERMOPLASTIC WHITE ARROW PER CALTRANS
- FURNISH AND INSTALL THERMOPLASTIC AND RAISED PAVEMENT MARKERS CHANNEL LINE PER DETAIL "38B" CALTRANS STANDARD PLAN A20D.
- FURNISH AND INSTALL YELLOW THERMOPLASTIC AND RAISED PAVEMENT MARKERS TWO-WAY LEFT TURN LANE PER DETAIL "32" CALTRANS STANDARD
- (P11) FURNISH AND INSTALL 4" WHITE THERMOPLASTIC PARKING STALL AS SHOWN
- P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.
- INSTALL 4" DOUBLE YELLOW THERMOPLASTIC AND RAISED PAVAMENT MARKERS PER DETAIL 22, CALTRANS STD. PLAN A20A.







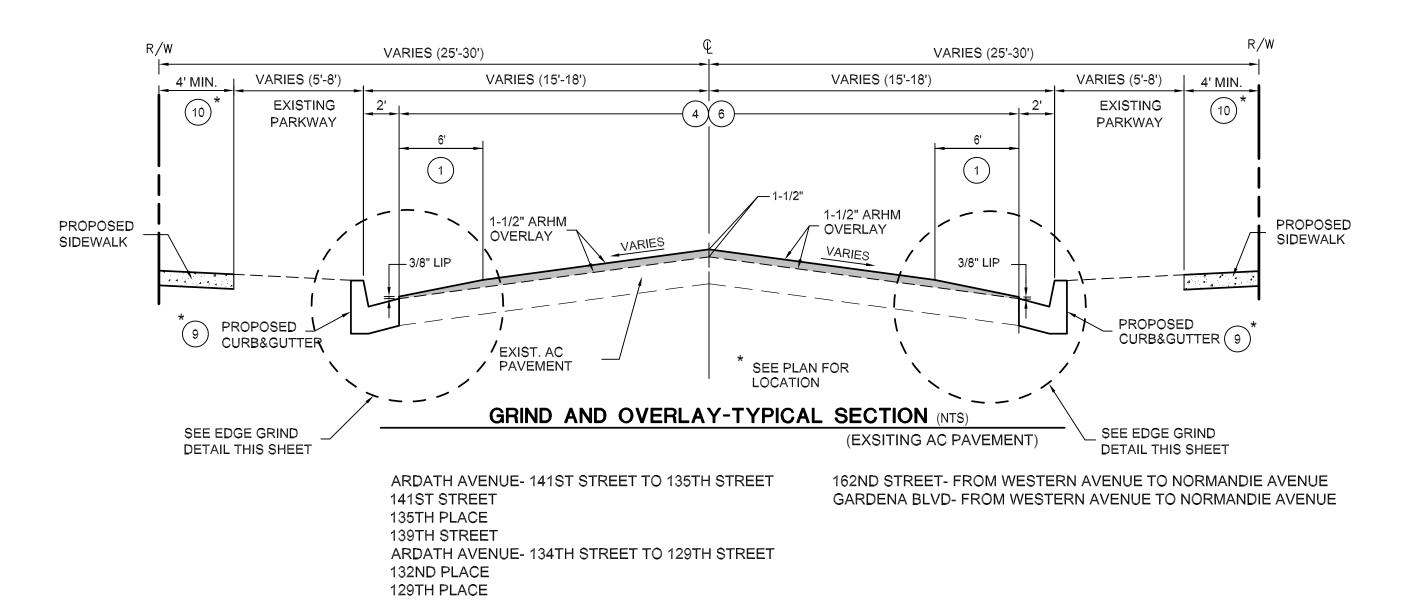
_AN A88A	١.									
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NO.	DESCRIPTION	APPROVED	DEPA	RTME	NT OF	PUBLIC WORKS - ENGINEERING				
					TITLE SHEET					
				LOCAL STREET IMPROVEMENTS 2020-2022						
						VA	ARIOUS LOCATIONS			
					INITAL	DATE	APPROVED BY:			
				DESIGNED BY	SD	03/15/22	3/30/23 Allan Rigg			
B.M.:				DRAWN BY	NC	03/15/22	DATE DIRECTOR OF PUBLIC WORKS			
_				CHECKED BY			SHT. 1 OF 18 DWG. NO. 8-1067			

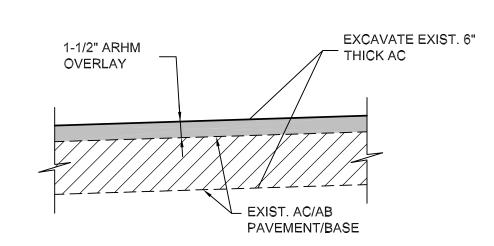


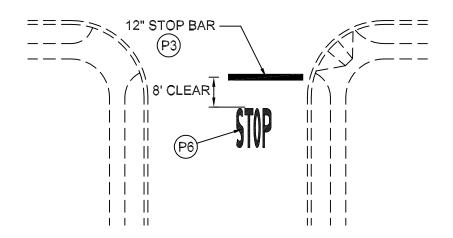
\* SEE PLAN FOR LOCATION

# SLURRY SEAL-TYPICAL SECTION (NTS)

GRAMERCY PLACE-154TH PLACE TO MARINE AVENUE 152ND STREET-GRAMERCY PLACE TO WESTERN AVENUE 153RD STREET-GRAMERCY PLACE TO WESTERN AVENUE 154TH STREET-GRAMERCY PLACE TO WESTERN AVENUE ST. ANDREWS PLACE- 154TH PLACE TO MARINE AVENUE BERENDO AVENUE-170TH ST. TO THE END
CATALINA AVENUE-170TH ST. TO THE END
180TH STREET-WESTERN AVE. TO DENKER AVE.
EVELYN AVE-182ND ST. TO 178TH ST.
179TH STREET-EVELYN AVE TO NORMANDIE AVE
170TH ST., 169TH PL, 169TH ST., 168TH ST., HALLDALE AVE,
BRIGHTON AVE, DENKER AVE-170TH ST. TO RR CROSSING N/O 169TH ST



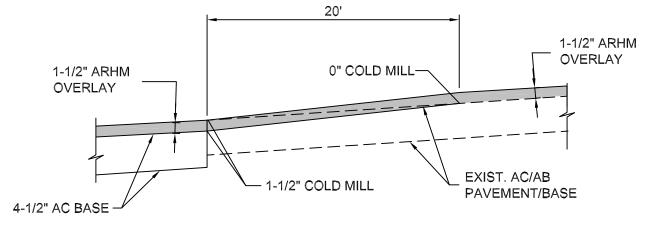




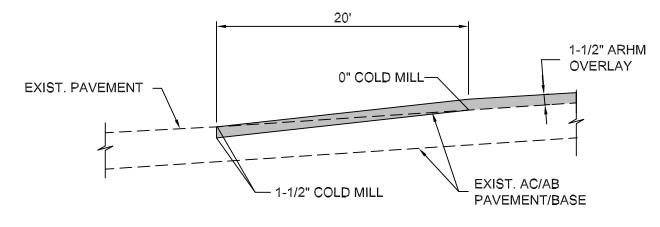
TYPICAL LOCATION OF "STOP" BAR

AND LEGEND

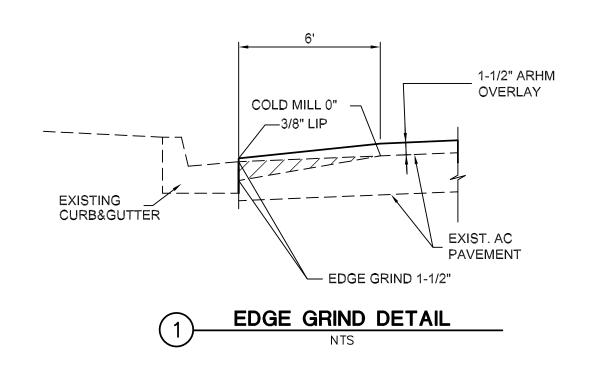
TOTAL RECONSTRUCTION-TYPICAL SECTION



# COLD MILL ADJACENT TO AC DIG-OUT



# 5 COLD MILL ADJACENT TO EXIST. PAVEMENT NTS

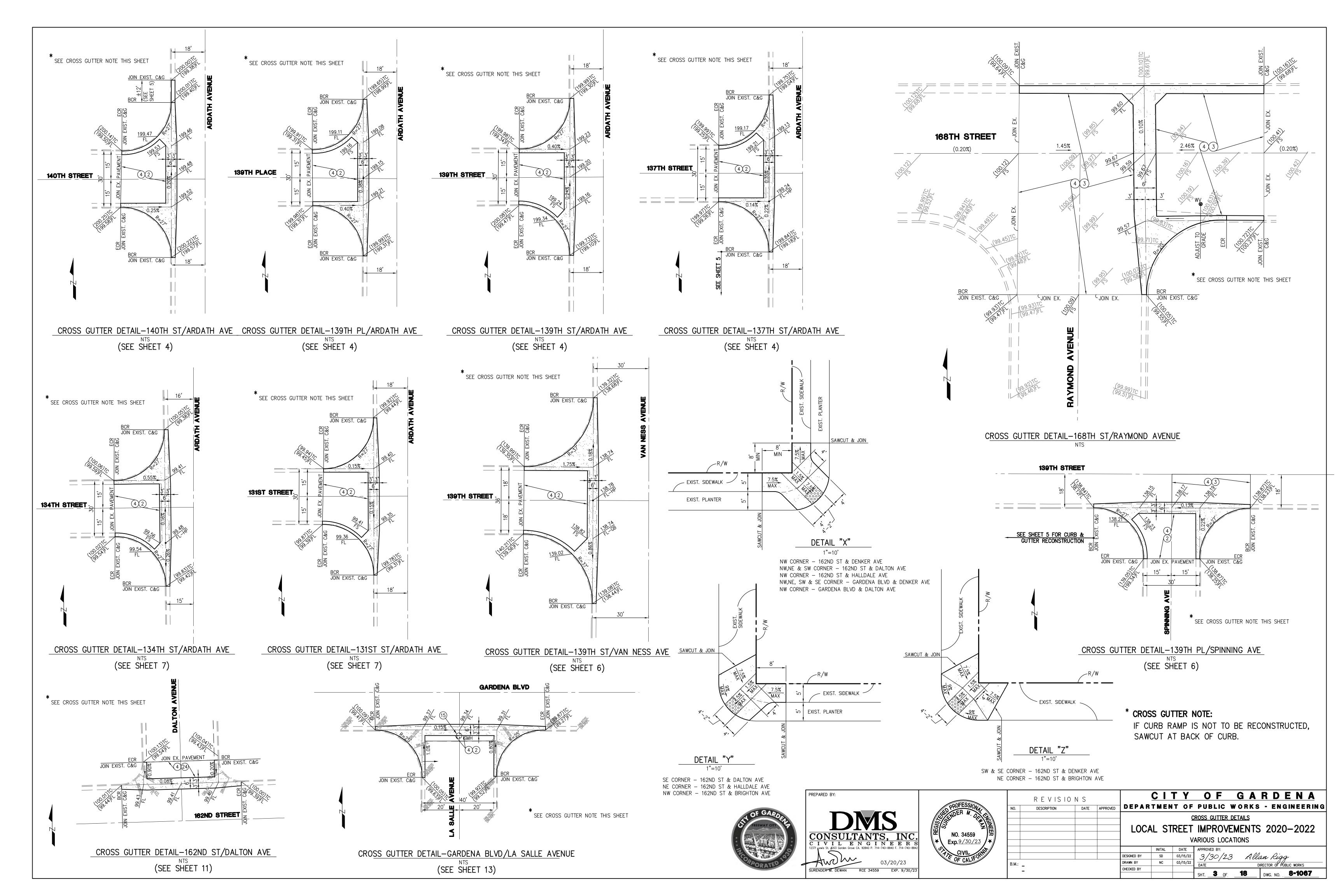


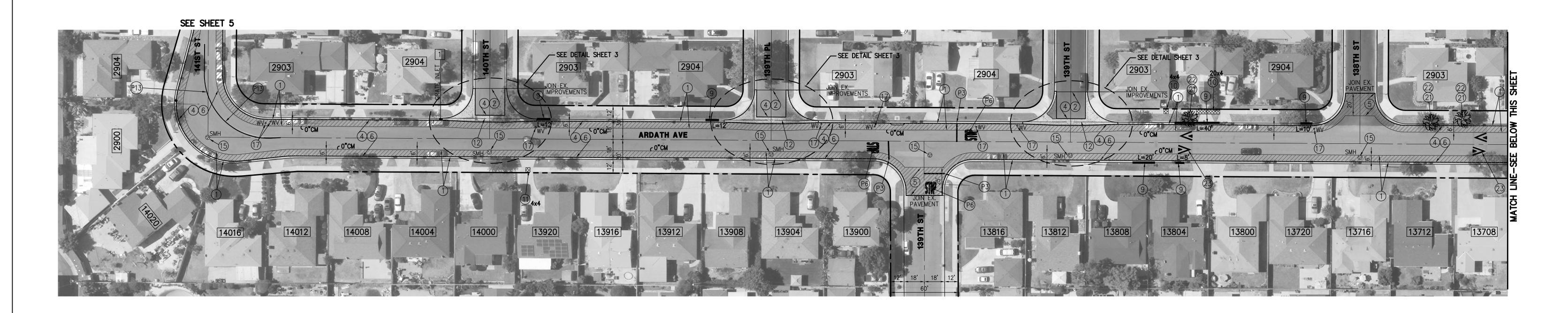




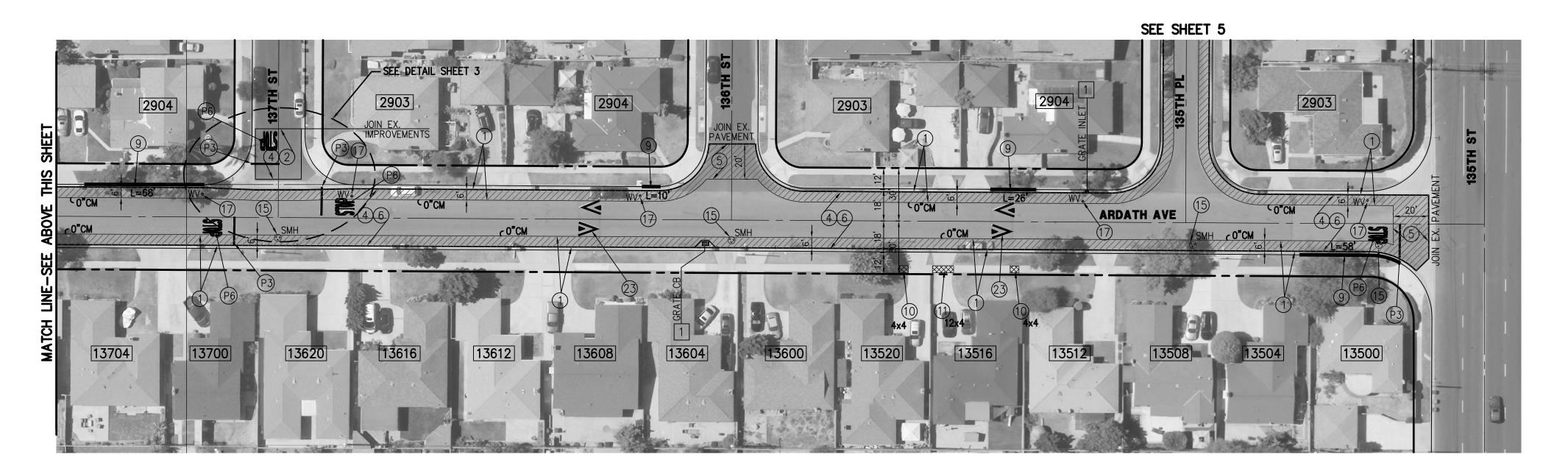


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			LO	CAL S	STREE	T IMPROVEMEN	ITS 2020-2022
					VA	RIOUS LOCATIONS	
				INITAL	DATE	APPROVED BY:	44
			DESIGNED BY	<b>S</b> D	03/15/22	3/30/23 A	llan Rigg
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- -			CHECKED BY			SHT. 2 OF <b>18</b>	DWG. NO <b>8-1067</b>





SEE SHEET 5 FOR 135TH PL AND 141ST ST CUL-DE-SAC IMPROVEMENTS.



# CONSTRUCTION LEGEND

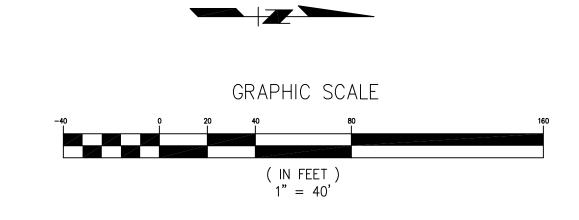
EDGE GRIND VARIABLE THICKNESS
COLD MILL

# DISPOSITION NOTE

1 PROTECT IN PLACE

# SEE SHEET 2 FOR TYPICAL SECTION

SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL AND STRIPING AT KNUCKLE.



# STRIPING NOTES

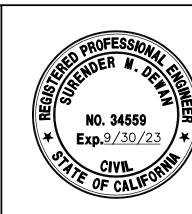
- P3 FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC STOP BAR.
- FURNISH AND INSTALL WHITE THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN PER CALTRANS STD. PLAN A24D.
- P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.
- P13 INSTALL 4" DOUBLE YELLOW THERMOPLASTIC AND RAISED PAVAMENT MARKERS PER DETAIL 22, CALTRANS STD. PLAN A20A.

# CONSTRUCTION NOTES

- 1) EDGE GRIND-COLD MILL EXISTING PAVEMENT 0-1.5 INCH VARIABLE THICKNESS, PER DETAIL ON SHEET 2.
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- 6 REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- 9 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6-INCH CAB PER CITY STD. ST-7C-1, MATCH TO EXISTING CONDITION.
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 4-INCH PCC SIDEWALK OVER EXISTING RECONSTRUCTED SUBGRADE PER CITY STD. ST-5A.
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 6-INCH PCC SIDEWALK BEHIND DRIVEWAYS.
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- 15) ADJUST ACCESS OPENING TO GRADE, SHOWN OR NOT SHOWN ON PLANS PER CITY
- STD. ST-9.

  17) ADJUST WATER VALVE TO GRADE PER GENERAL NOTE #5.
- (21) REMOVE EXISTING TREE, STUMP AND ROOTS.
- 22) PLANT NEW 24" BOX TREE PER CITY STD. ST-11. (PINK TRUMPET TREE)
- 23) REMOVE EXISTING SPEED HUMP AND RECONSTRUCT PER CITY STD. ST-27.



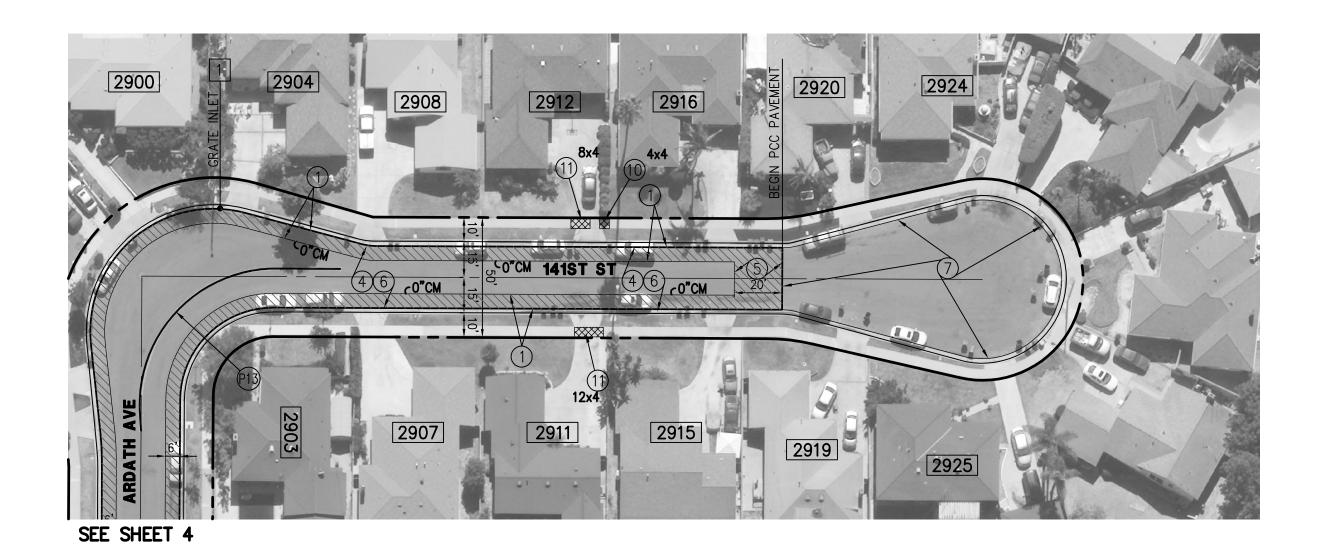


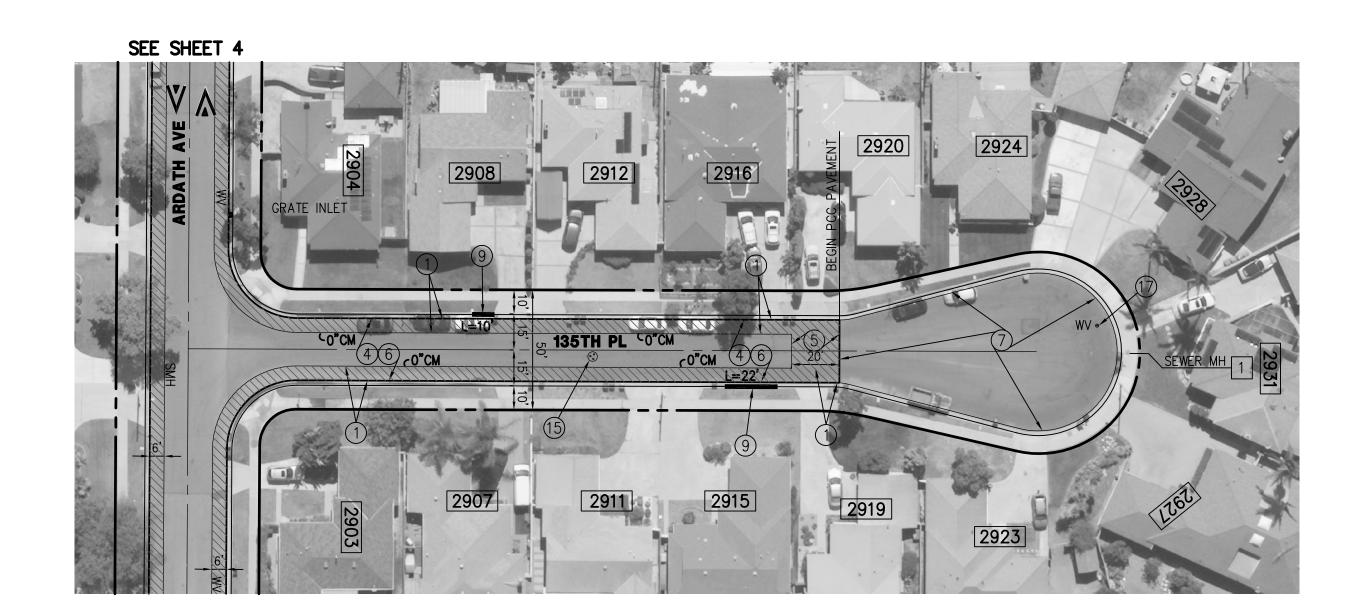
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				-		FROM 1	141TH ST. TO 13	35TH ST.
					INITAL	DATE	APPROVED BY:	11
				DESIGNED BY	SD	03/15/22	3/30/23	Allan Rigg
вм.				DRAWN BY	NC	03/15/22	DATE	DIDECTOR OF BUILD WORKS

\_ DWG. NO. \_ **8-1067** 

SHT. **4** OF, **18** 







# STRIPING NOTES

P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.

(P13) INSTALL 4" DOUBLE YELLOW THERMOPLASTIC AND RAISED PAVAMENT MARKERS PER DETAIL 22, CALTRANS STD. PLAN A20A.



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AT LEAST TWO DAYS BEFORE YOU DIG

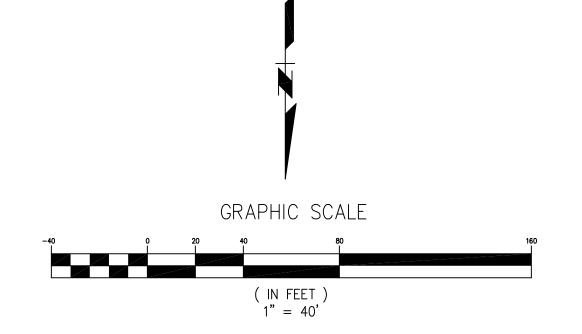
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

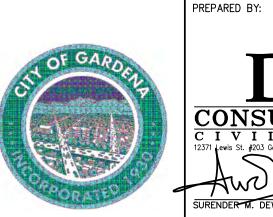
EDGE GRIND VARIABLE THICKNESS COLD MILL

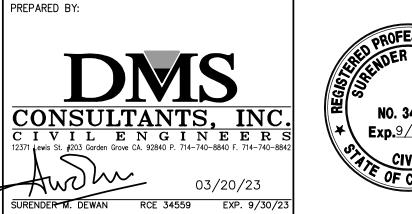
1 PROTECT IN PLACE

DISPOSITION NOTE









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A PEC	NO. 34559 Exp.9/30/23

CONSTRUCTION NOTES

(PG 64-16).

1) EDGE GRIND-COLD MILL EXISTING PAVEMENT 0-1.5 INCH VARIABLE THICKNESS, PER DETAIL ON SHEET 2.

5 LIMIT OF WORK. SAWCUT AND COLD MILL AC PAVEMENT TO PROVIDE AN EVEN JOINT TO ADJOINING SURFACES AND A SMOOTH TRANSITION.

7 REMOVE EXISTING ASPHALT PAVEMENT AND BASE AS NECESSARY AND CONSTRUCT 8" THICK PCC PAVEMENT OVER EXISTING AGGREGATE BASE, DRIVEWAY ACCESS SHALL BE MAINTAINED AT ALL TIMES.

9 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6-INCH CAB PER CITY STD. ST-7C-1, MATCH TO EXISTING CONDITION.

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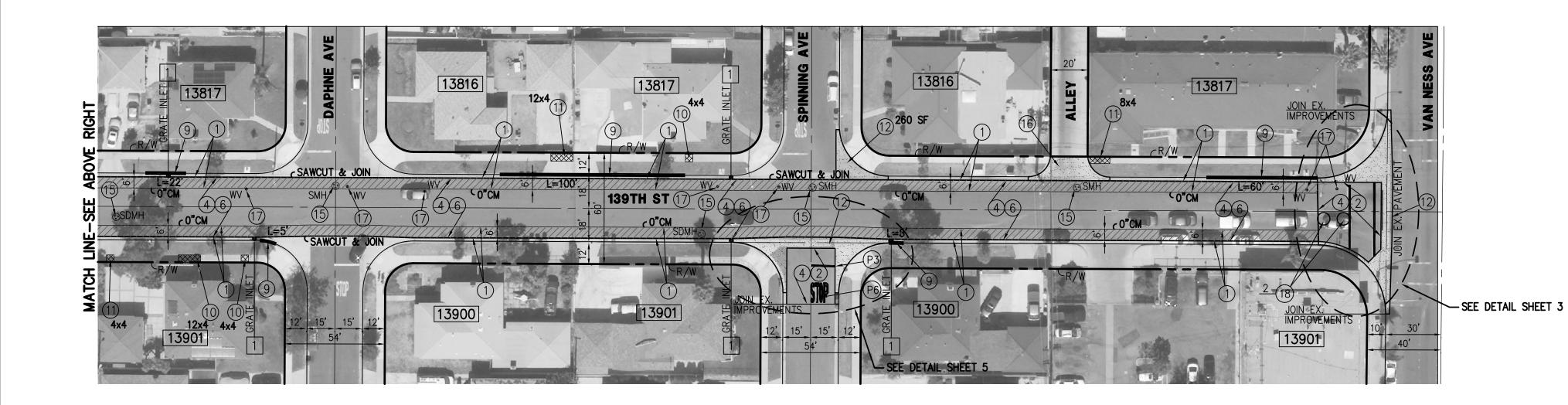
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6 REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.

CITY OF GARDENA		N S	R E V IS IO				
DEPARTMENT OF PUBLIC WORKS - ENG	NT OF	RTME	DEPA	APPROVED	DATE	DESCRIPTION	NO.
IMPROVEMENT PLAN							
141ST ST CUL-DE-SAC	141ST		1				
135TH PL CUL-DE-SAC	135TH		-				
INITAL DATE APPROVED BY:	DATE	INITAL					
DESIGNED BY SD 03/15/22 3/30/23 Allan Rigid	03/15/22	SD	DESIGNED BY				

PUBLIC WORKS - ENGINEERING MPROVEMENT PLAN ST CUL-DE-SAC PL CUL-DE-SAC 3/30/23 Allan Rigg NC 03/15/22 DRAWN BY DIRECTOR OF PUBLIC WORKS CHECKED BY SHT. **5** OF **18** DWG. NO. **8-1067** 





DISPOSITION NOTE

1 PROTECT IN PLACE

# STRIPING NOTES

(P3) FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC STOP BAR.

P6 FURNISH AND INSTALL WHITE THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN PER CALTRANS STD. PLAN A24D.

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- ADJUST ACCESS OPENING TO GRADE, SHOWN OR NOT SHOWN ON PLANS PER CITY STD. PLAN ST-9.
- 16) REMOVE AND RECONSTRUCT ALLEY INTERSECTION PER APWA STD PLAN 130-2.
- 17) ADJUST WATER VALVE TO GRADE PER GENERAL NOTE #5.
- 18) INSTALL STANDARD TRAFFIC LOOPS AND SPLICE IN PULL BOX PER CITY STD. ST-24.
- (19) REMOVE AND RECONSTRUCT LOCAL DEPRESSION PER APWA STD. PLAN 313-3 (W PER PLAN), K AND L TO BE MODIFIED TO MATCH EXISTING.
- 21) REMOVE EXISTING TREE, STUMP AND ROOTS.
- 22) PLANT NEW 24" BOX TREE PER CITY STD. ST-11. (CRAPE MYRTLE TREE)

CONSTRUCTION LEGEND

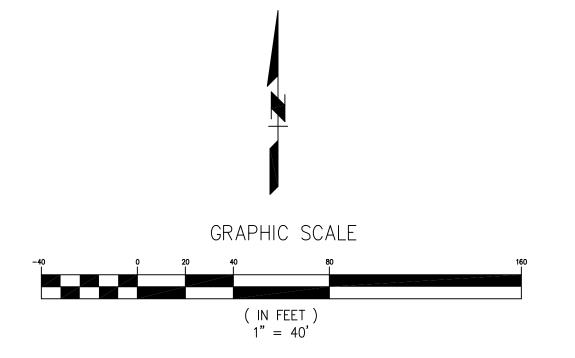
AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

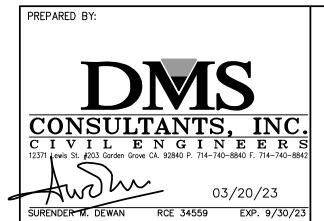
EDGE GRIND VARIABLE THICKNESS

COLD MILL

SEE SHEET 2 FOR TYPICAL SECTION SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL



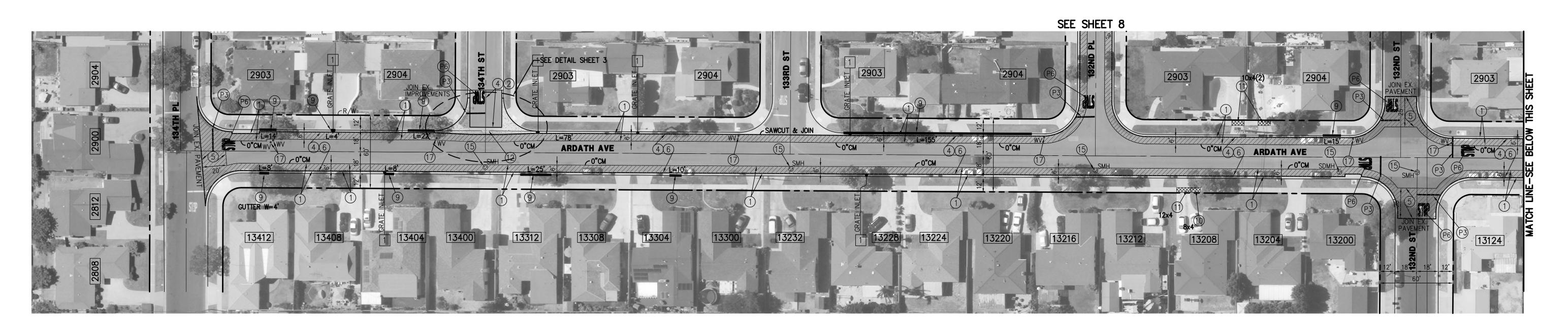




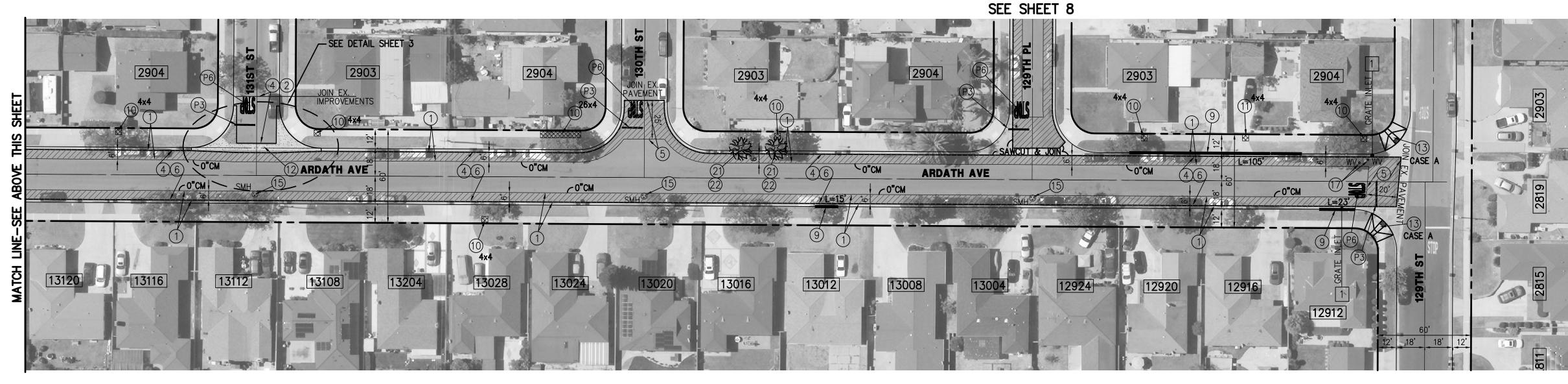


	R E V IS I	ONS		CITY OF GARDENA  DEPARTMENT OF PUBLIC WORKS - ENGINEERING  IMPROVEMENT PLAN				
NO.	DESCRIPTION	DATE	APPROVED					
						139TH ST.		
				FROM ARDATH AVE TO VAN NESS AVE.				
					INITAL	DATE	APPROVED BY:	
				DESIGNED BY	SD	03/15/22	3/30/23 Allan Rigg	
B.M.:				DRAWN BY	NC	03/15/22	DATE DIPECTOR OF BURDLE WORKS	

SHT. 6 OF 18 DWG. NO. 8-1067



SEE SHEET 8 FOR 132ND PL AND 129TH PL CUL-DE-SAC IMPROVEMENTS.



# CONSTRUCTION NOTES

- 1) EDGE GRIND-COLD MILL EXISTING PAVEMENT 0-1.5 INCH VARIABLE THICKNESS, PER DETAIL ON SHEET 2.
- (2) COLD MILL 1.5 INCH THICK EXISTING AC/CONC. PAVEMENT.
- FURNISH AND INSTALL 1.5 INCH THICK ASPHALT RUBBER HOT MIX (ARHM GG-D) (PG 64-16).
- 5 LIMIT OF WORK. SAWCUT AND COLD MILL AC PAVEMENT TO PROVIDE AN EVEN JOINT TO ADJOINING SURFACES AND A SMOOTH TRANSITION.
- 6 REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- 9 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6-INCH CAB PER CITY STD. ST-7C-1, MATCH TO EXISTING
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 4—INCH PCC SIDEWALK OVER EXISTING RECONSTRUCTED SUBGRADE PER CITY STD. ST—5A.
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 6-INCH PCC SIDEWALK BEHIND DRIVEWAYS.
- REMOVE AND DISPOSE OF EXISTING CROSS GUTTER. FURNISH AND RECONSTRUCT 8-INCH PCC CROSS GUTTER OVER 6-INCH CAB PER CITY STD. ST-3, MODIFIED PER PLAN. CROSS GUTTERS SHALL BE CONSTRUCTED IN A WAY THAT TRAFFIC IS MAINTAINED AT ALL TIMES. MINIMUM ONE LANE IN EACH DIRECTION. NO FULL CLOSURE WILL BE ALLOWED.
- SAWCUT, REMOVE AND RECONSTRUCT CURB RAMP PER CALTRANS STD. PLAN A88A, CASE PER PLAN.
- (15) ADJUST ACCESS OPENING TO GRADE, SHOWN OR NOT SHOWN ON PLANS PER CITY STD.
- 17) ADJUST WATER VALVE TO GRADE PER GENERAL NOTE #5.
- 21) REMOVE EXISTING TREE, STUMP AND ROOTS.
- 22) PLANT NEW 24" BOX TREE PER CITY STD. ST-11. (CRAPE MYRTLE TREE)

# CONSTRUCTION LEGEND

# DISPOSITION NOTE



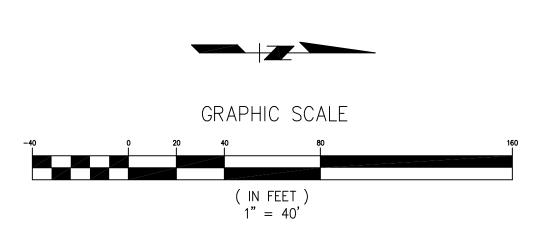
EDGE GRIND VARIABLE THICKNESS

1 PROTECT IN PLACE

CM COLD MILL

SEE SHEET 2 FOR TYPICAL SECTION

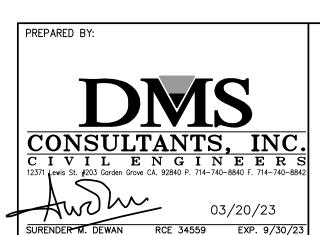
SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL



# STRIPING NOTES

- (P3) FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC STOP BAR.
- FURNISH AND INSTALL WHITE THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN PER CALTRANS STD. PLAN A24D.
- P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.



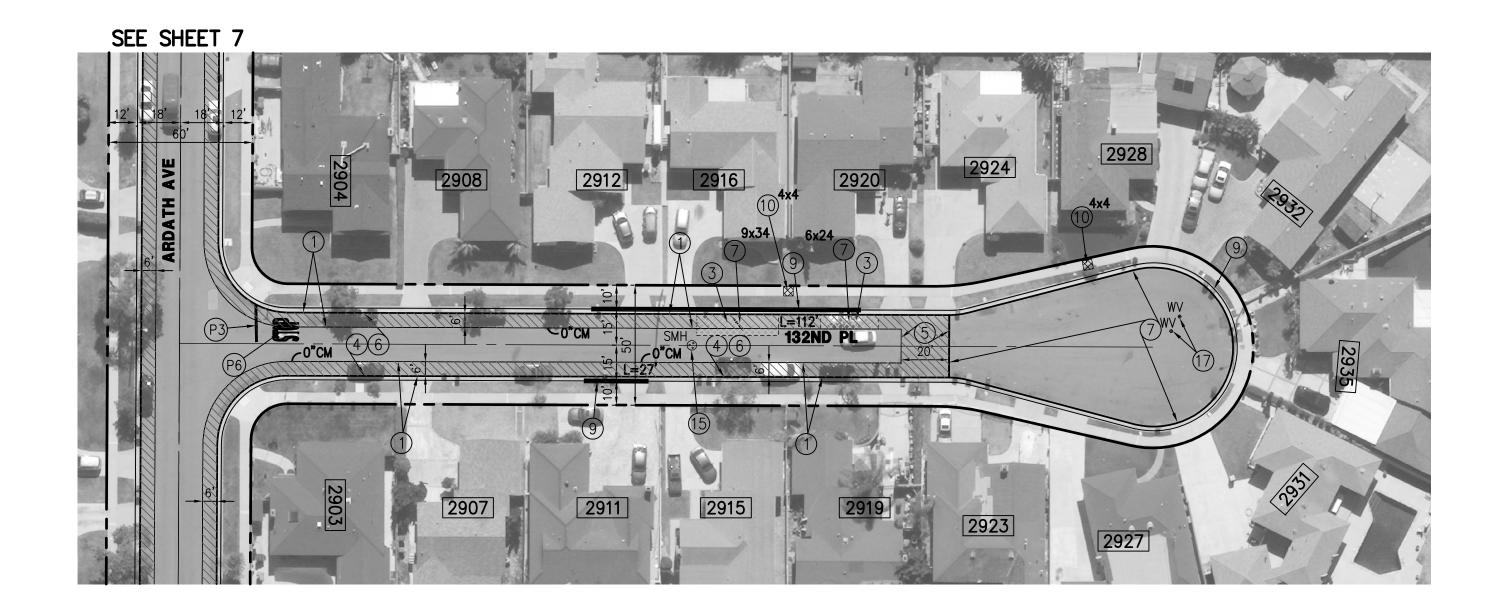




	REVISIO	N S		CITY OF GARDENA				
NO.	DESCRIPTION	DATE	APPROVED	DEPARTMENT OF PUBLIC WORKS - ENGINEERING				
				IMPROVEMENT PLAN				
				ARDATH AVE.				
				FROM 134TH ST. TO 129TH ST.				
					INITAL	DATE	APPROVED BY:	
				DESIGNED BY	SD	03/15/22	3/30/23	Allan Rigg
вм.				DRAWN BY	NC	03/15/22	DATE	DIDECTOR OF PURILO WORKS

SHT. **7** OF. **18** DWG. NO. . **8-1067** 







# CONSTRUCTION LEGEND

DISPOSITION NOTE

AT LEAST TWO DAYS

BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

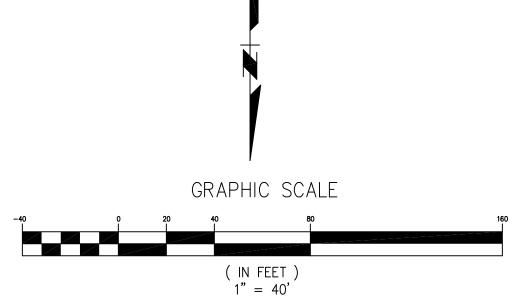
EDGE GRIND VARIABLE THICKNESS

1 PROTECT IN PLACE

COLD MILL

SEE SHEET 2 FOR TYPICAL SECTION

SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL









# NO. 34559 Exp.9/30/23 →

# CITY OF GARDENA REVISIONS DEPARTMENT OF PUBLIC WORKS - ENGINEERING IMPROVEMENT PLAN 132ND PL CUL-DE-SAC 129TH PL CUL-DE-SAC INITAL DATE APPROVED BY: SD 03/15/22 3/30/23 Allan Rigg

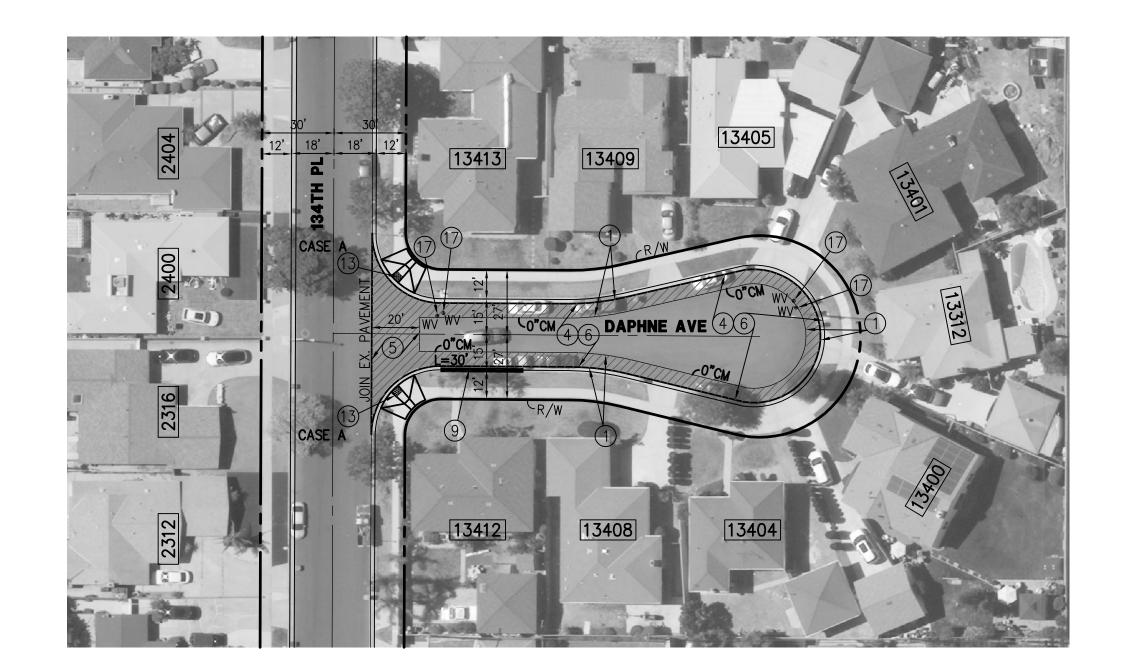
SHT. **8** OF **18** DWG. NO. **8-1067** 

# CONSTRUCTION NOTES

- 1 EDGE GRIND-COLD MILL EXISTING PAVEMENT 0-1.5 INCH VARIABLE THICKNESS, PER DETAIL ON SHEET 2.
- 3 REMOVE EXISTING AC PAVEMENT AND RECONSTRUCT 4-1/2" AC OVER EXISTING BASE, LEAVE 1-1/2" BELOW FINISHED SURFACE.
- 4 FURNISH AND INSTALL 1.5 INCH THICK ASPHALT RUBBER HOT MIX (ARHM GG-D) (PG 64-16).
- 5 LIMIT OF WORK. SAWCUT AND COLD MILL AC PAVEMENT TO PROVIDE AN EVEN JOINT TO ADJOINING SURFACES AND A SMOOTH TRANSITION.
- 6 REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- 7 REMOVE EXISTING ASPHALT PAVEMENT AND BASE AS NECESSARY AND CONSTRUCT 8"
  THICK PCC PAVEMENT OVER EXISTING AGGREGATE BASE, DRIVEWAY ACCESS SHALL BE
  MAINTAINED AT ALL TIMES.
- 9 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6-INCH CAB PER CITY STD. ST-7C-1, MATCH TO EXISTING CONDITION.
- (10) REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 4-INCH PCC SIDEWALK OVER EXISTING RECONSTRUCTED SUBGRADE PER CITY STD. ST-5A.
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 6-INCH PCC SIDEWALK BEHIND DRIVEWAYS.
- ADJUST ACCESS OPENING TO GRADE, SHOWN OR NOT SHOWN ON PLANS PER CITY STD. PLAN ST-9.
- 17) ADJUST WATER VALVE TO GRADE PER GENERAL NOTE #5.
- (21) REMOVE EXISTING TREE, STUMP AND ROOTS.
- 22) PLANT NEW 24" BOX TREE PER CITY STD. ST-11. (BRONZE LOQUAT TREE)

# STRIPING NOTES

- (P3) FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC STOP BAR.
- P6 FURNISH AND INSTALL WHITE THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN PER CALTRANS STD. PLAN A24D.
- P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.



# CONSTRUCTION LEGEND

EDGE GRIND VARIABLE THICKNESS
COLD MILL

DISPOSITION NOTE

1 PROTECT IN PLACE

SEE SHEET 2 FOR TYPICAL SECTION

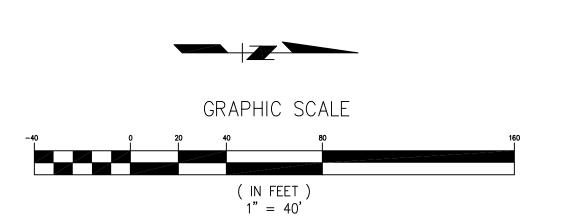
# CONSTRUCTION NOTES

- 1 EDGE GRIND-COLD MILL EXISTING PAVEMENT 0-1.5 INCH VARIABLE THICKNESS, PER DETAIL ON SHEET 2.
- FURNISH AND INSTALL 1.5 INCH THICK ASPHALT RUBBER HOT MIX (ARHM GG-D) (PG 64-16).
- 5 LIMIT OF WORK. SAWCUT AND COLD MILL AC PAVEMENT TO PROVIDE AN EVEN JOINT TO ADJOINING SURFACES AND A SMOOTH TRANSITION.
- 6 REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- 9 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6-INCH CAB PER CITY STD. ST-7C-1, MATCH TO EXISTING CONDITION.
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 4—INCH PCC SIDEWALK OVER EXISTING RECONSTRUCTED SUBGRADE PER CITY STD. ST—5A.
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 6-INCH PCC SIDEWALK BEHIND DRIVEWAYS.
- SAWCUT, REMOVE AND RECONSTRUCT CURB RAMP PER CALTRANS STD. PLAN A88A, CASE PER PLAN.
- 17) ADJUST WATER VALVE TO GRADE PER GENERAL NOTE #5.

# STRIPING NOTES

P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.

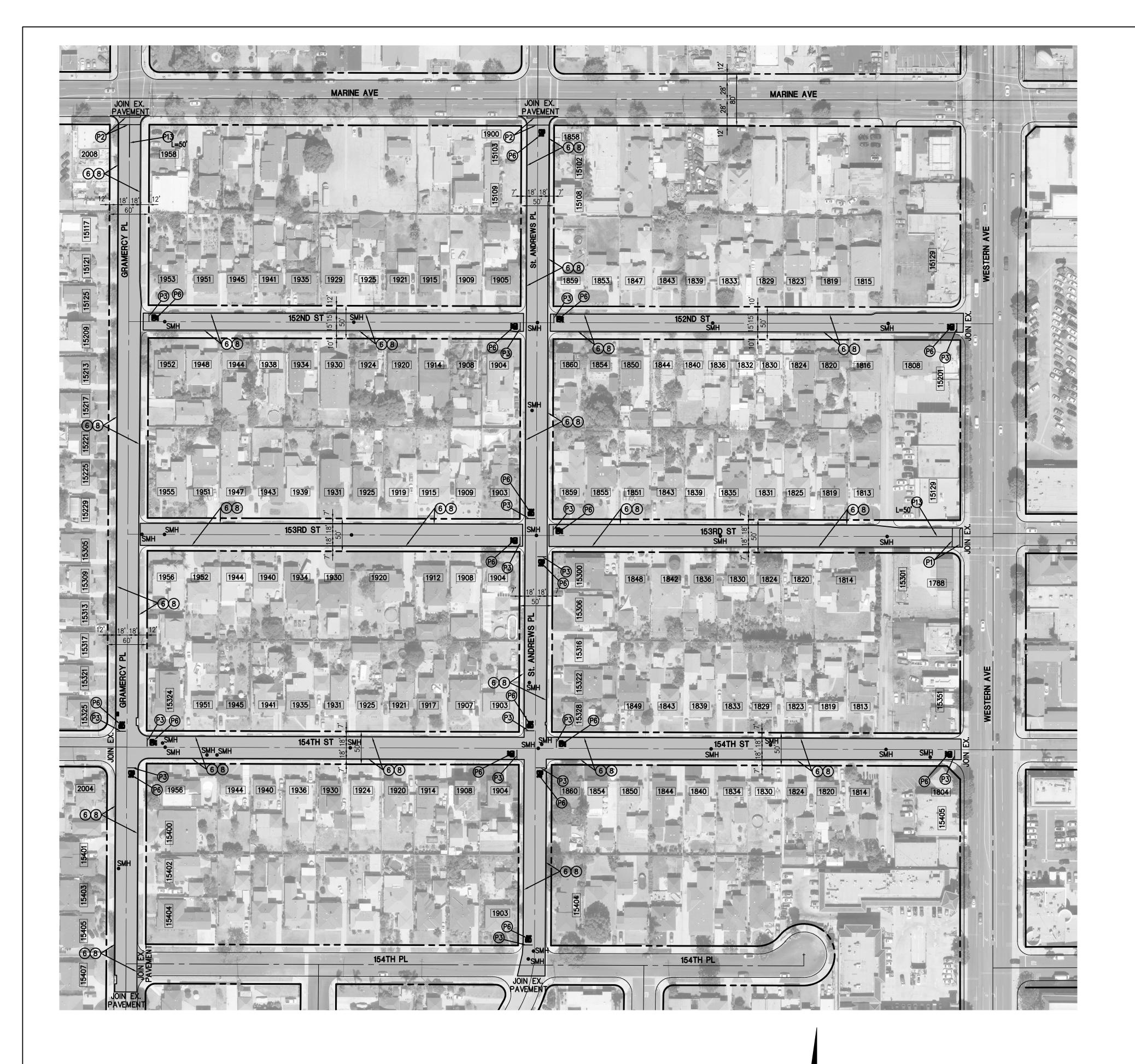








CITY OF GARDENA		R E V IS IO N S				
DEPARTMENT OF PUBLIC WORKS - ENGINEER	PROVED	DATE AP	DESCRIPTION	).		
IMPROVEMENT PLAN						
DAPHNE AVE.						
FROM 134TH PL. TO CUL DE SAC						
INITAL DATE ADDROVED DV						



- 6 REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- 8 APPLY TYPE 2 SLURRY, EXACT LIMITS TO BE FIELD MARKED.

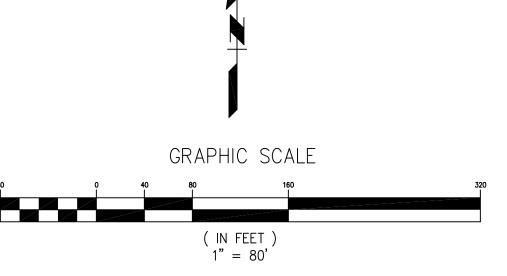
## STRIPING NOTES

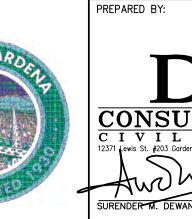
- (P1) FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC CROSSWALK.
- P2) FURNISH AND INSTALL 12" SOLID YELLOW THERMOPLASTIC CROSSWALK.
- (P3) FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC STOP BAR.
- (P6) FURNISH AND INSTALL WHITE THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN PER CALTRANS STD. PLAN A24D.
- P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.
- P13 INSTALL 4" DOUBLE YELLOW THERMOPLASTIC AND RAISED PAVAMENT MARKERS PER DETAIL 22, CALTRANS STD. PLAN A20A.

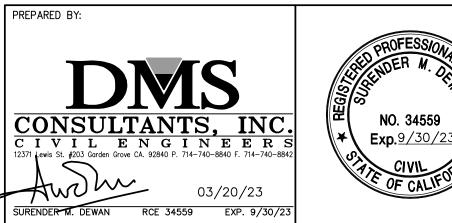
CONTRACTOR TO PROTECT IN PLACE ALL UTILITY/MANHOLE COVERS WITHIN THE SLURRY LIMITS AS SHOWN



SEE SHEET 2 FOR TYPICAL SECTION SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL



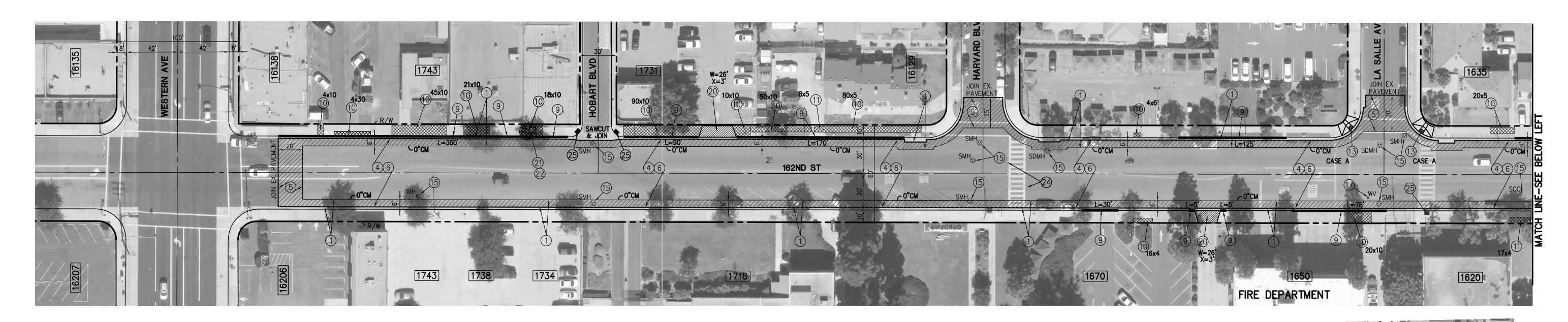


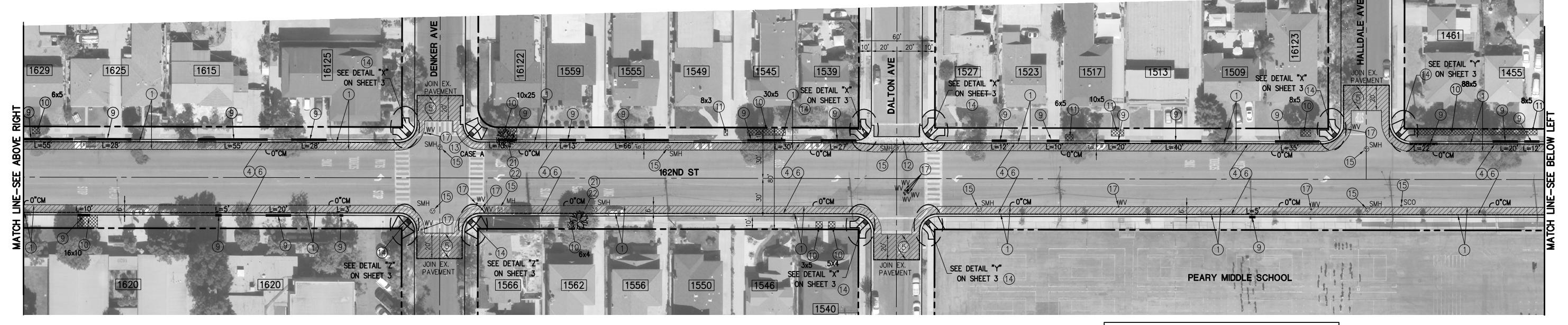


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DESCRIPTION	DATE	APPROVED	DEPA	RTME	NT OF	PUBLIC WOR	KS - ENGINEERING	à
						IMPROVEMENT PLAN		
			GRAME	FRCY	PI (	SH ANDREWS	S AVE, 152ND S	T7
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					IDUK	D ST & 154	IH 21	
				INITAL	DATE	APPROVED BY:		
			DESIGNED BY	SD	03/15/22	3/30/23	Allan Rigg	
			DRAWN BY	NC	03/15/22	DATE	DIRECTOR OF PUBLIC WORKS	
-			CHECKED BY			DAIL	DIRECTOR OF FODER WORKS	

SHT. 10 OF 18 DWG. NO. 8-1067





1451 ON SHEET 3 1415 162ND ST CASE C 1415 1415 PEARY MIDDLE SCHOOL

NOTE: FIRE DEPARTMENT SHALL HAVE DRIVEWAY ACCESS AT ALL TIMES

# CONSTRUCTION NOTES

- 1) EDGE GRIND-COLD MILL EXISTING PAVEMENT 0-1.5 INCH VARIABLE THICKNESS, PER DETAIL ON SHEET 2.
- 4 FURNIȘH AND INSTALL 1.5 INCH THICK ASPHALT RUBBER HOT MIX (ARHM) (GG-D PG
- 5 LIMIT OF WORK. SAWCUT AND COLD MILL AC PAVEMENT TO PROVIDE AN EVEN JOINT TO ADJOINING SURFACES AND A SMOOTH TRANSITION.
- (6) REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- 9 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6-INCH CAB PER CITY STD. ST-7C-1, MATCH TO EXISTING
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 4-INCH PCC SIDEWALK OVER EXISTING RECONSTRUCTED SUBGRADE PER CITY STD. ST-5A.
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 6-INCH PCC SIDEWALK BEHIND DRIVEWAYS.
- 12) REMOVE AND DISPOSE OF EXISTING CROSS GUTTER. FURNISH AND RECONSTRUCT 8-INCH PCC CROSS GUTTER OVER 6-INCH CAB PER CITY STD. ST-3, MODIFIED PER PLAN. CROSS GUTTERS SHALL BE CONSTRUCTED IN A WAY THAT TRAFFIC IS MAINTAINED AT ALL TIMES. MINIMUM ONE LANE IN EACH DIRECTION. NO FULL CLOSURE WILL BE ALLOWED.
- SAWCUT, REMOVE AND RECONSTRUCT CURB RAMP PER CALTRANS STD. PLAN A88A, CASE PER
- (14) REMOVE AND RECONSTRUCT CURB RAMP PER CALTRANS STD. PLAN A88A, CASE B, MODIFIED PER DETAILS ON SHEET 3.
- ADJUST ACCESS OPENING TO GRADE, SHOWN OR NOT SHOWN ON PLANS PER CITY STD. PLAN ST-9.

- 17) ADJUST WATER VALVE TO GRADE PER GENERAL NOTE #5.
- (18) INSTALL STANDARD TRAFFIC LOOPS AND SPLICE IN PULL BOX PER CITY STD. ST-24.
- REMOVE EXSITING DRIVEWAY. FURNISH AND RECONSTRUCT 6" P.C.C DRIVEWAY OVER RECOMPACTED EXISTING SUBGRADE PER CITY STD. ST-1.
- 21) REMOVE EXISTING TREE, STUMP AND ROOTS.
- 22) PLANT NEW 24" BOX TREE PER CITY STD. ST-11. (CRAPE MYRTLE TREE)
- 24) REMOVE EXISTING AND INSTALL NEW IN-ROAD CROSS WALK LIGHTS, MANUFACTURED BY LANE LIGHT TRAFFIC TECHNOLOGIES INC. (1-866-466-4836) PER MANUFACTURER'S
- 25) INSTALL CAST IN PLACE TRUNCATED DOME PER CALTRANS STD. PLAN A88A.

# CONSTRUCTION LEGEND

DISPOSITION NOTE



EDGE GRIND VARIABLE THICKNESS CM COLD MILL

1 PROTECT IN PLACE

-800-422-4133 AT LEAST TWO DAYS

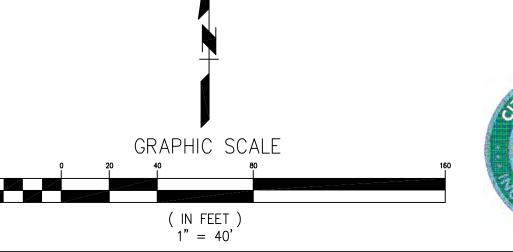
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

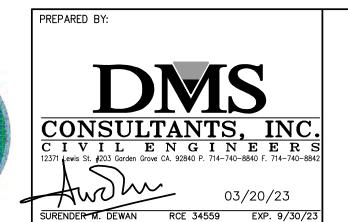
BEFORE YOU DIG

NOTE: THIS STREET SHALL BE COLD MILLED AND PAVED ON A SATURDAY FROM 10AM TO 4PM AT OPTION OF THE CITY. IT WILL BE PAVED ON A DIFFERENT SATURDAY THAN GARDENA BLVD

SEE SHEET 2 FOR TYPICAL SECTION

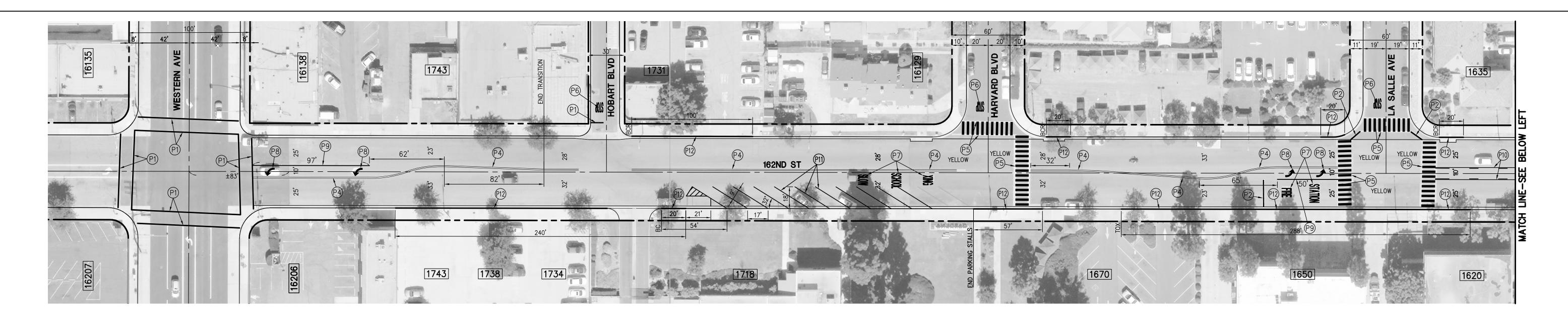
SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL

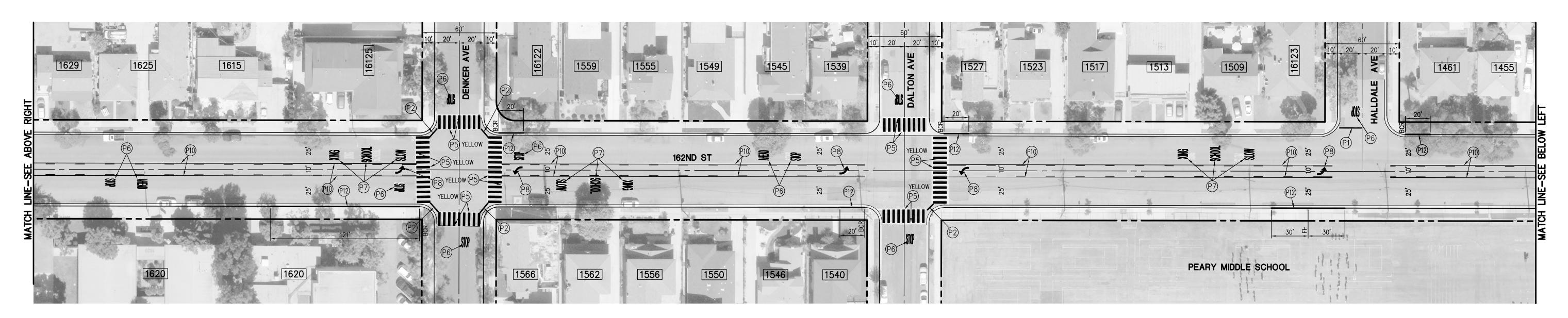


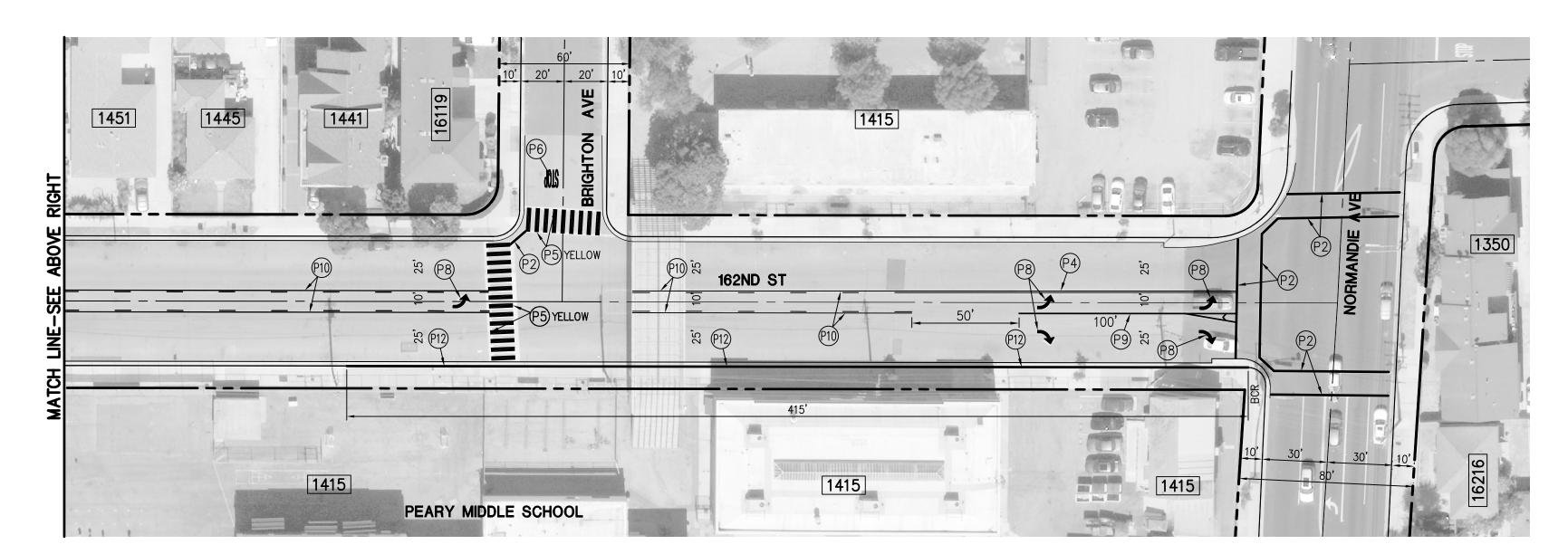




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).	DESCRIPTION	DATE	APPROVED	DEPARTMENT OF PUBLIC WORKS - ENGINEERING					
							IMPROVEMENT PLA	<u>\N</u>	
							162ND ST.		
				]	FROM	MESTE	ERN AVE TO NO		
					INITAL	DATE	APPROVED BY:		
				DESIGNED BY	SD	03/15/22	3/30/23	Allan Rigg	
М.:	_			DRAWN BY	NC	03/15/22	DATE	DIRECTOR OF PUBLIC WORKS	
				OUTCOVED DV	1				



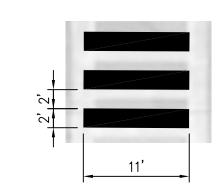




# **GENERAL NOTES**

- 1. SIGNING, STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO THE STATE OF CALIFORNIA STANDARD PLANS AND STANDARD SPECIFICATIONS AND THE CALIFORNIA MUTCD, LATEST EDITIONS.
- 2. ALL TRAFFIC LINES, LEGENDS, LIMIT LINES, STOP BARS AND PAVEMENT MARKINGS SHALL BE
- THERMOPLASTIC.

  3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING ONLY.
- 4. ALL LANE LINES AT INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH  $\pm 50$  FEET OF 4-INCH SOLID WHITE.
- 5. EXIST. RAISED PAVEMENT MARKERS DAMAGED DURING REMOVAL SHALL BE REPLACED BY THE
- CONTRACTOR.
- 6. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB AS APPROPRIATE.



CONTINENTAL TYPE-CROSSWALK DETAIL

NTS

# STRIPING NOTES

- FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC CROSSWALK.
- (P2) FURNISH AND INSTALL 12" SOLID YELLOW THERMOPLASTIC CROSSWALK.
- (P3) FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC STOP BAR
- FURNISH AND INSTALL THERMOPLASTIC AND RAISED PAVEMENT MARKERS DOUBLE YELLOW LINE PER DETAIL "22" CALTRANS STD. PLAN A20A.
- P5) FURNISH AND INSTALL 10' WIDE THERMOPLASTIC CROSSWALK, CONTINENTAL TYPE.
- SEE DETAIL THIS SHEET (COLOR PER PLAN)

  FURNISH AND INSTALL WHITE THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN
- PER CALTRANS STD. PLAN A24D

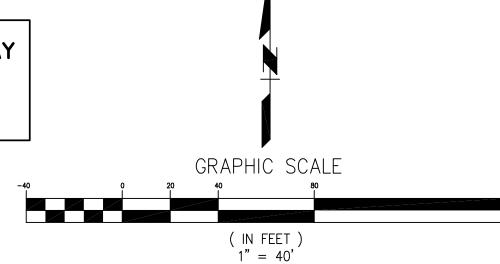
FURNISH AND INSTALL YELLOW THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN.

- PER CALTRANS STD. PLAN A24D
- P8) FURNISH AND INSTALL TYPE IV THERMOPLASTIC WHITE ARROW PER CALTRANS STD. PLAN A24A.
- P9) FURNISH AND INSTALL THERMOPLASTIC AND RAISED PAVEMENT MARKERS CHANNEL LINE PER DETAIL "38B" CALTRANS STANDARD PLAN A20A.
- FURNISH AND INSTALL YELLOW THERMOPLASTIC AND RAISED PAVEMENT MARKERS TWO-WAY
- LEFT TURN LANE PER DETAIL "32" CALTRANS STANDARD PLAN A20B.
- (P11) FURNISH AND INSTALL 4" WHITE THERMOPLASTIC PARKING STALL AS SHOWN
- P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.
- INSTALL 4" DOUBLE YELLOW THERMOPLASTIC AND RAISED PAVAMENT MARKERS PER DETAIL 22, CALTRANS STD. PLAN A20A.

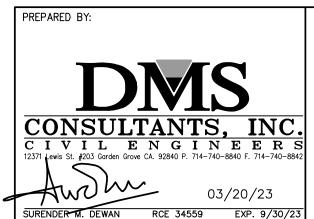


UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

NOTE: THIS STREET SHALL BE COLD MILLED AND PAVED ON A SATURDAY FROM 10AM TO 4PM AT OPTION OF THE CITY. IT WILL BE PAVED ON A DIFFERENT SATURDAY THAN GARDENA BLVD



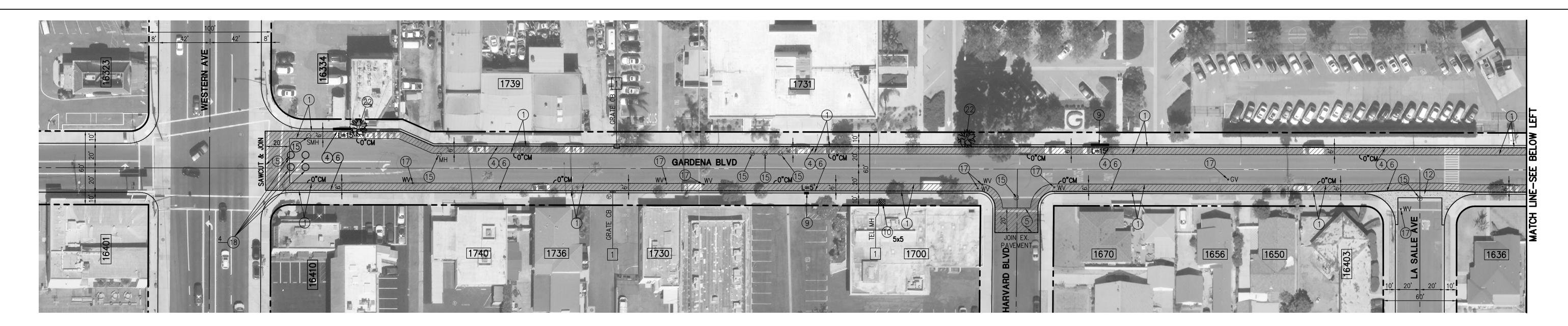


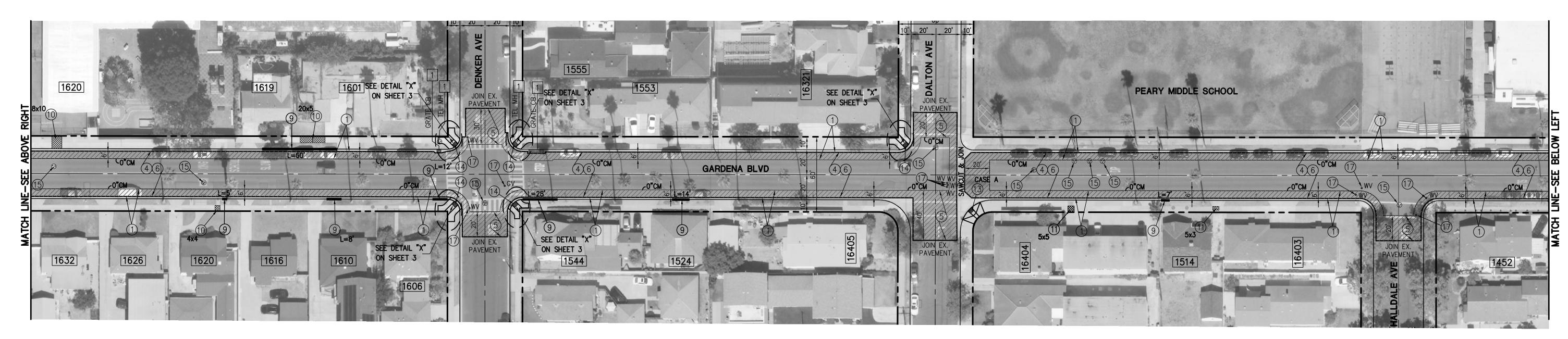


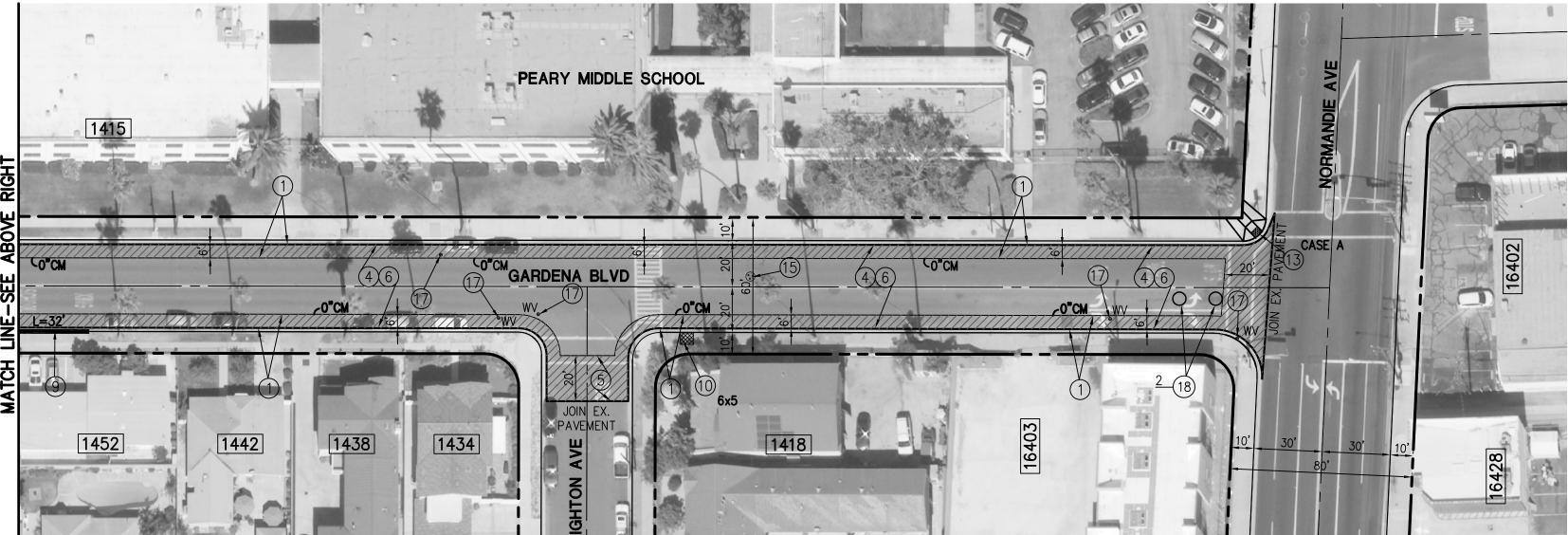


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								<b>STRIPING</b>	PLAN			
								162ND	ST.			
70 *					-	FROM	WEST	ERN AVE T	O NORMA	NDIE AVE		
						INITAL	DATE	APPROVED BY:				
					DESIGNED BY	SD	03/15/22	3/30/	23 1	Allan R	igg	
	I R.M.:				DRAWN BY	NC	03/15/22	DATE		DIRECTOR OF	BUBLIC WORKS	

SHT. **12** OF, **18** 



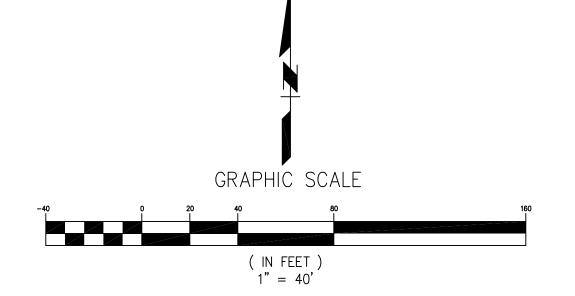




NOTE: THIS STREET SHALL BE COLD MILLED AND PAVED ON A SATURDAY FROM 10AM TO 4PM AT OPTION OF THE CITY. IT WILL BE PAVED ON A DIFFERENT SATURDAY THAN 162ND ST

SEE SHEET 2 FOR TYPICAL SECTION

SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL



## CONSTRUCTION NOTES

- 1 EDGE GRIND-COLD MILL EXISTING PAVEMENT 0-1.5 INCH VARIABLE THICKNESS, PER DETAIL ON SHEET 2.
- 4) FURNISH AND INSTALL 1.5 INCH THICK ASPHALT RUBBER HOT MIX (ARHM) (GG-D PG
- LIMIT OF WORK. SAWCUT AND COLD MILL AC PAVEMENT TO PROVIDE AN EVEN JOINT TO ADJOINING SURFACES AND A SMOOTH TRANSITION.
- (6) REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- 9 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER. FURNISH AND RECONSTRUCT PCC CURB AND GUTTER OVER 6-INCH CAB PER CITY STD. ST-7C-1, MATCH TO EXISTING
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 4—INCH PCC SIDEWALK OVER EXISTING RECONSTRUCTED SUBGRADE PER CITY STD. ST—5A.
- REMOVE AND DISPOSE OF EXISTING SIDEWALK. FURNISH AND RECONSTRUCT 6-INCH PCC SIDEWALK BEHIND DRIVEWAYS.
- REMOVE AND DISPOSE OF EXISTING CROSS GUTTER. FURNISH AND RECONSTRUCT 8-INCH PCC CROSS GUTTER OVER 6-INCH CAB PER CITY STD. ST-3, MODIFIED PER PLAN. CROSS GUTTERS SHALL BE CONSTRUCTED IN A WAY THAT TRAFFIC IS MAINTAINED AT ALL TIMES. MINIMUM ONE LANE IN EACH DIRECTION. NO FULL CLOSURE WILL BE ALLOWED.
- SAWCUT, REMOVE AND RECONSTRUCT CURB RAMP PER CALTRANS STD. PLAN A88A, CASE PER PLAN.
- REMOVE AND RECONSTRUCT CURB RAMP PER CALTRANS STD. PLAN A88A, CASE B, MODIFIED PER DETAILS ON SHEET 3.
- ADJUST ACCESS OPENING TO GRADE, SHOWN OR NOT SHOWN ON PLANS PER CITY STD. PLAN ST-9.

- (17) ADJUST WATER VALVE TO GRADE PER GENERAL NOTE #5.
- (18) INSTALL STANDARD TRAFFIC LOOPS AND SPLICE IN PULL BOX PER CITY STD. ST-24.
- 22) PLANT NEW 24" BOX TREE PER CITY STD. ST-11. (BRONZE LOQUAT)

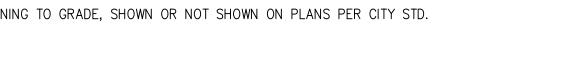
# CONSTRUCTION LEGEND

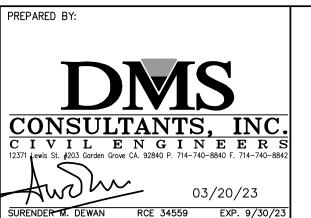
DISPOSITION NOTE



EDGE GRIND VARIABLE THICKNESS COLD MILL

1 PROTECT IN PLACE



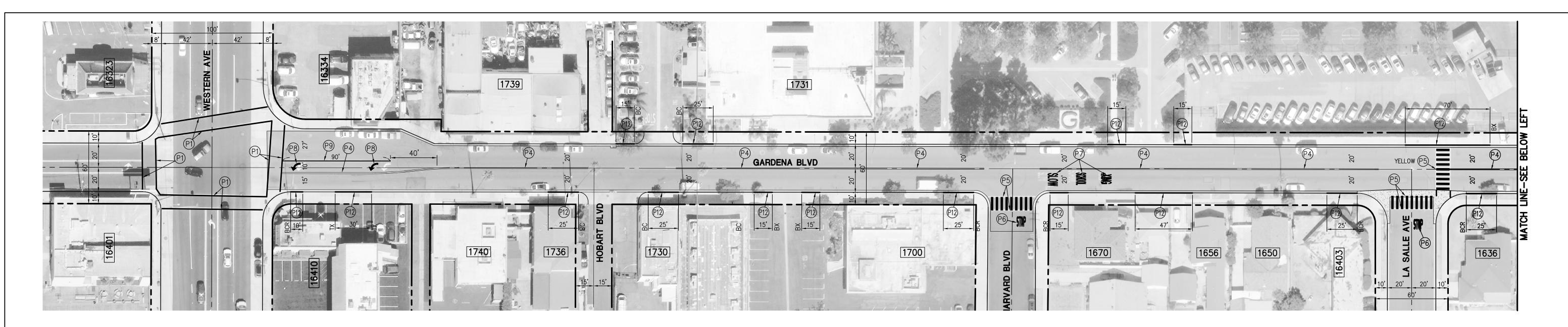


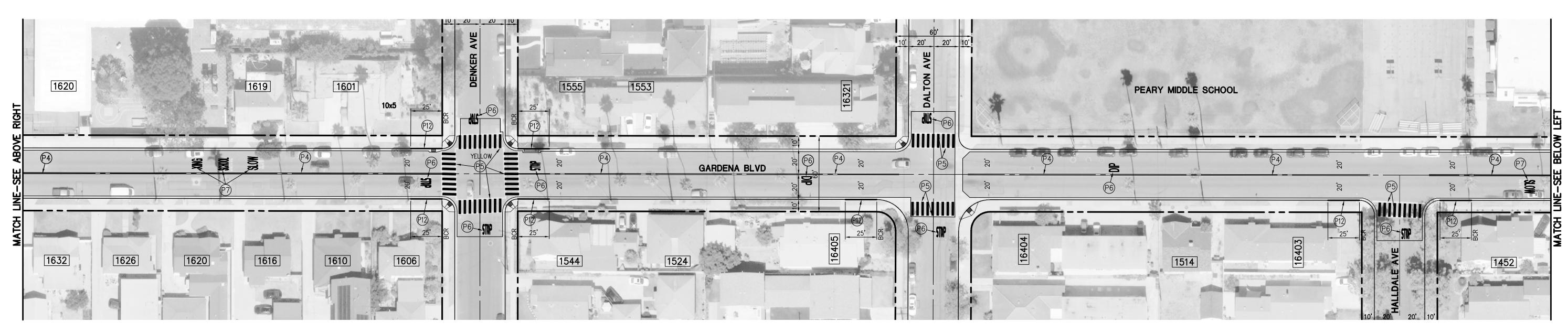


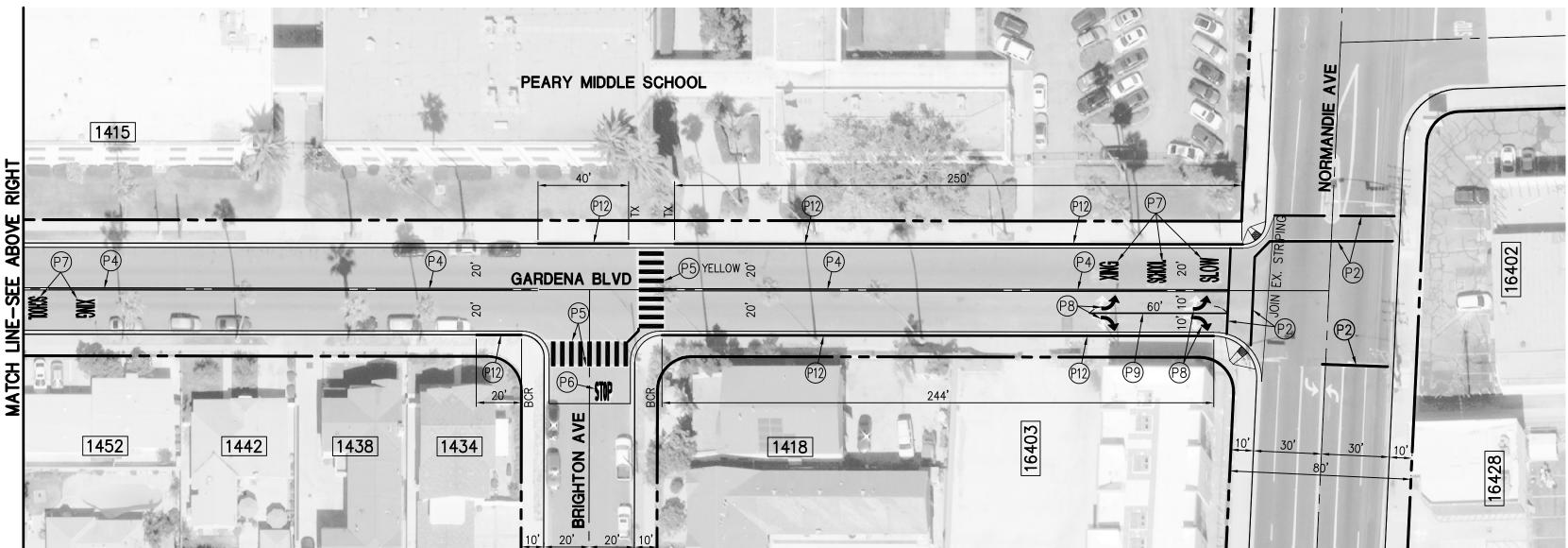
CITY OF GARDEN			N S	R E V IS 10	
DEPARTMENT OF PUBLIC WORKS - ENGINEE		APPROVED	DATE	DESCRIPTION	NO.
IMPROVEMENT PLAN					
	-	+			
GARDENA BLVD.	1				
FROM WESTERN AVE TO NORMANDIE AVE	-				
INITAL DATE APPROVED BY:					
DESIGNED BY SD 03/15/22 3/30/23 Allan Riga	DESI				

NC 03/15/22 -









# **GENERAL NOTES**

- 1. SIGNING, STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO THE STATE OF CALIFORNIA STANDARD PLANS AND STANDARD SPECIFICATIONS AND THE CALIFORNIA MUTCD, LATEST EDITIONS.
- 2. ALL TRAFFIC LINES, LEGENDS, LIMIT LINES, STOP BARS AND PAVEMENT MARKINGS SHALL BE
- 3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING ONLY.
- 4. ALL LANE LINES AT INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH ±50 FEET OF 4-INCH SOLID WHITE.
- 5. EXIST. RAISED PAVEMENT MARKERS DAMAGED DURING REMOVAL SHALL BE REPLACED BY THE
- 6. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB AS APPROPRIATE.

## STRIPING NOTES

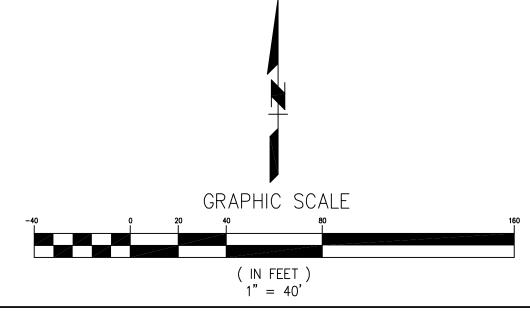
- FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC CROSSWALK.
- FURNISH AND INSTALL 12" SOLID YELLOW THERMOPLASTIC CROSSWALK.
- FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC STOP BAR
- FURNISH AND INSTALL THERMOPLASTIC AND RAISED PAVEMENT MARKERS DOUBLE YELLOW LINE PER DETAIL "22" CALTRANS STD. PLAN A20A.
- FURNISH AND INSTALL 10' WIDE THERMOPLASTIC CROSSWALK, CONTINENTAL TYPE. SEE DETAIL SHEET 12 (COLOR PER PLAN)
- FURNISH AND INSTALL WHITE THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN PER CALTRANS STD. PLAN A24D
- FURNISH AND INSTALL YELLOW THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN.
- PER CALTRANS STD. PLAN A24D
- FURNISH AND INSTALL TYPE IV THERMOPLASTIC WHITE ARROW PER CALTRANS STD. PLAN A24A.
- FURNISH AND INSTALL THERMOPLASTIC AND RAISED PAVEMENT MARKERS CHANNEL LINE PER DETAIL "38B" CALTRANS STANDARD PLAN A20A.
- FURNISH AND INSTALL YELLOW THERMOPLASTIC AND RAISED PAVEMENT MARKERS TWO-WAY LEFT TURN LANE PER DETAIL "32" CALTRANS STANDARD PLAN A20B.
- FURNISH AND INSTALL 4" WHITE THERMOPLASTIC PARKING STALL AS SHOWN
- P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.
- INSTALL 4" DOUBLE YELLOW THERMOPLASTIC AND RAISED PAVAMENT MARKERS PER DETAIL 22, CALTRANS STD. PLAN A20A.

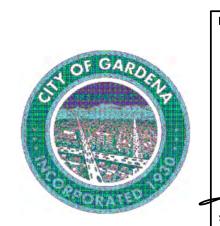
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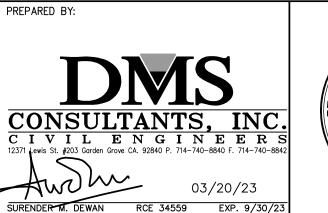
AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

NOTE: THIS STREET SHALL BE COLD MILLED AND PAVED ON A SATURDAY FROM 10AM TO 4PM AT OPTION OF THE CITY. IT WILL BE PAVED ON A DIFFERENT SATURDAY THAN 162ND ST







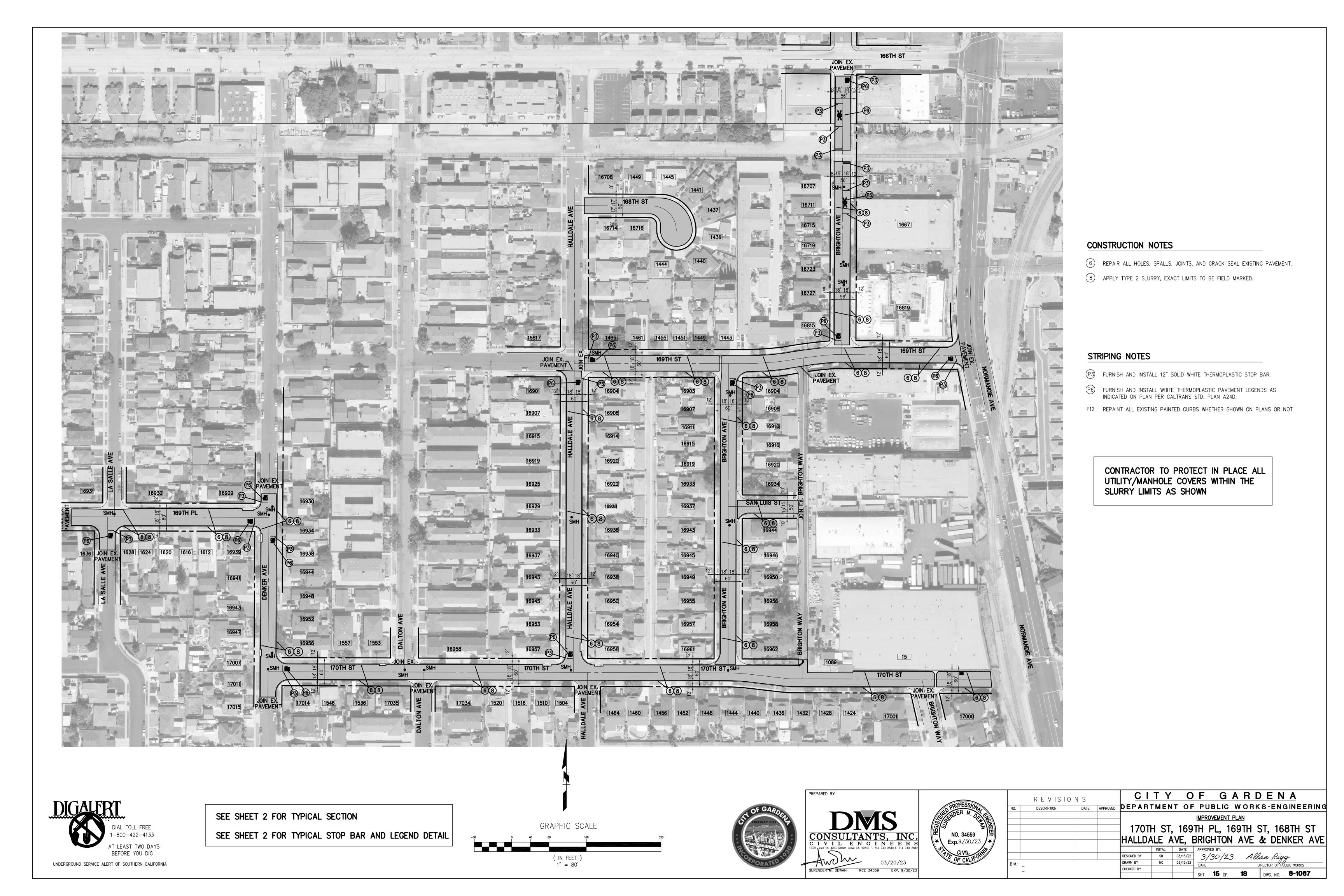


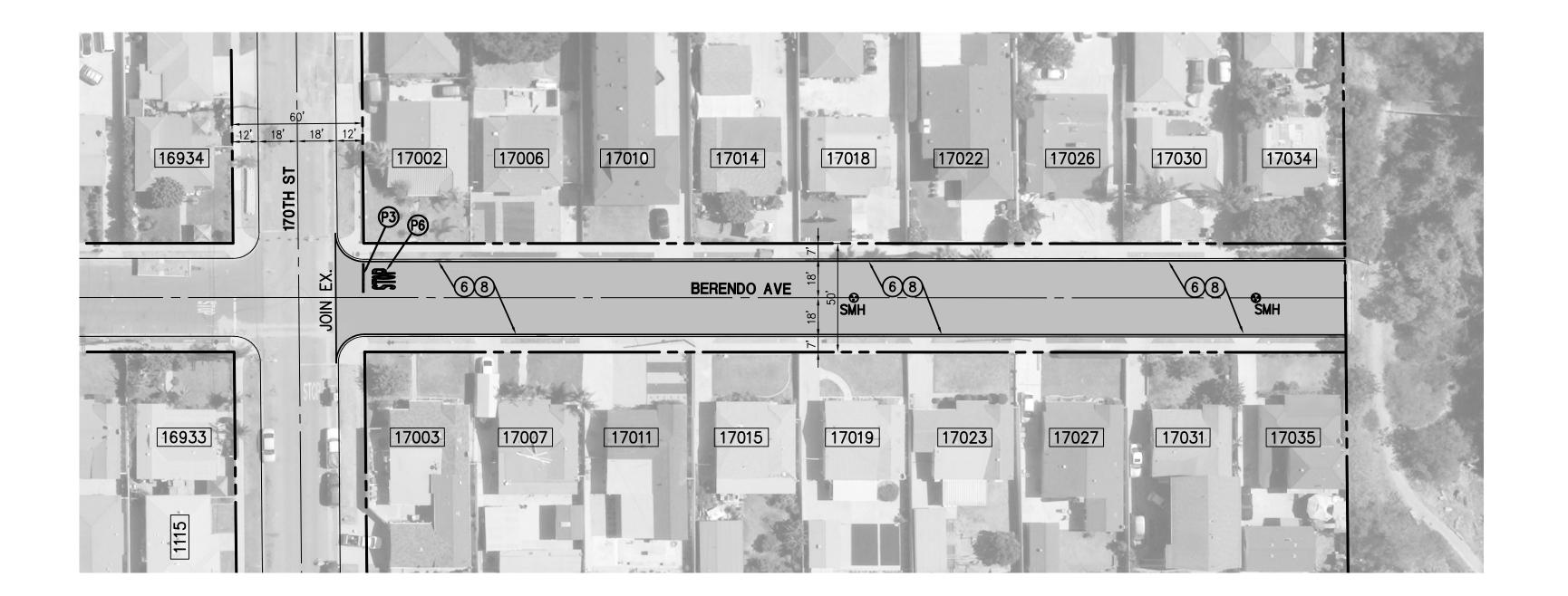
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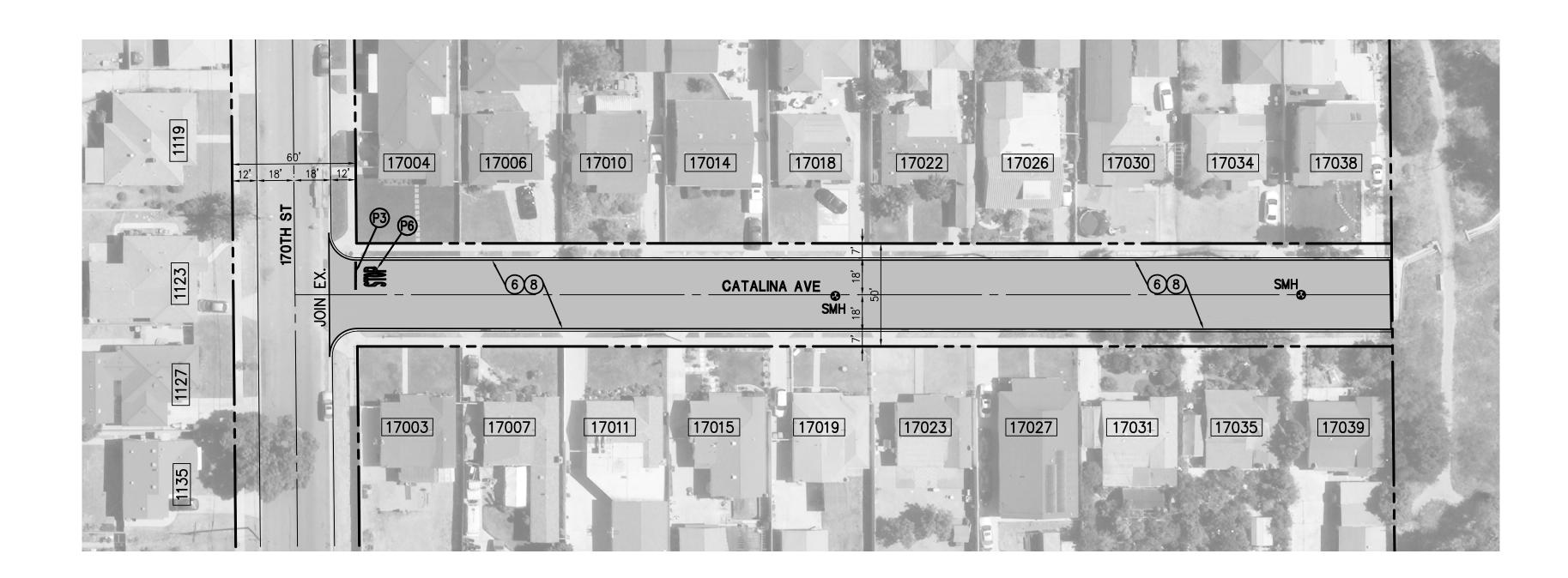
		R E V IS IO	N S		CITY OF GARDENA
ŀ	NO.	DESCRIPTION	DATE	APPROVED	DEPARTMENT OF PUBLIC WORKS - ENGINEERING
					STRIPING PLAN
ŀ					GARDENA BLVD
ŀ					FROM WESTERN AVE TO NORMANDIE AVE
			1	I	INITAL DATE ADDROVED BY

NC 03/15/22

Allan Rigg







- 6) REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- 8 APPLY TYPE 2 SLURRY, EXACT LIMITS TO BE FIELD MARKED.

# STRIPING NOTES

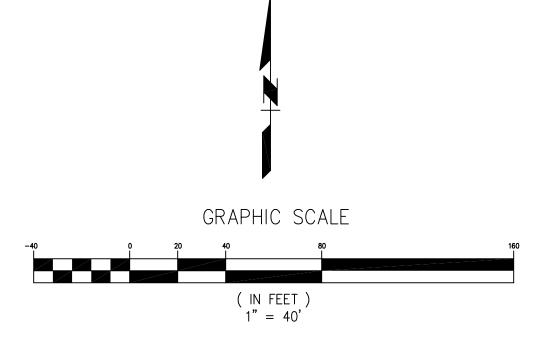
- (P3) FURNISH AND INSTALL 12" SOLID WHITE THERMOPLASTIC STOP BAR.
- (P6) FURNISH AND INSTALL WHITE THERMOPLASTIC PAVEMENT LEGENDS AS INDICATED ON PLAN PER CALTRANS STD. PLAN A24D.
- P12 REPAINT ALL EXISTING PAINTED CURBS WHETHER SHOWN ON PLANS OR NOT.

CONTRACTOR TO PROTECT IN PLACE ALL UTILITY/MANHOLE COVERS WITHIN THE SLURRY LIMITS AS SHOWN

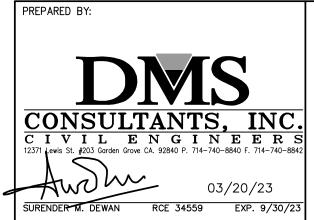


SEE SHEET 2 FOR TYPICAL SECTION

SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL

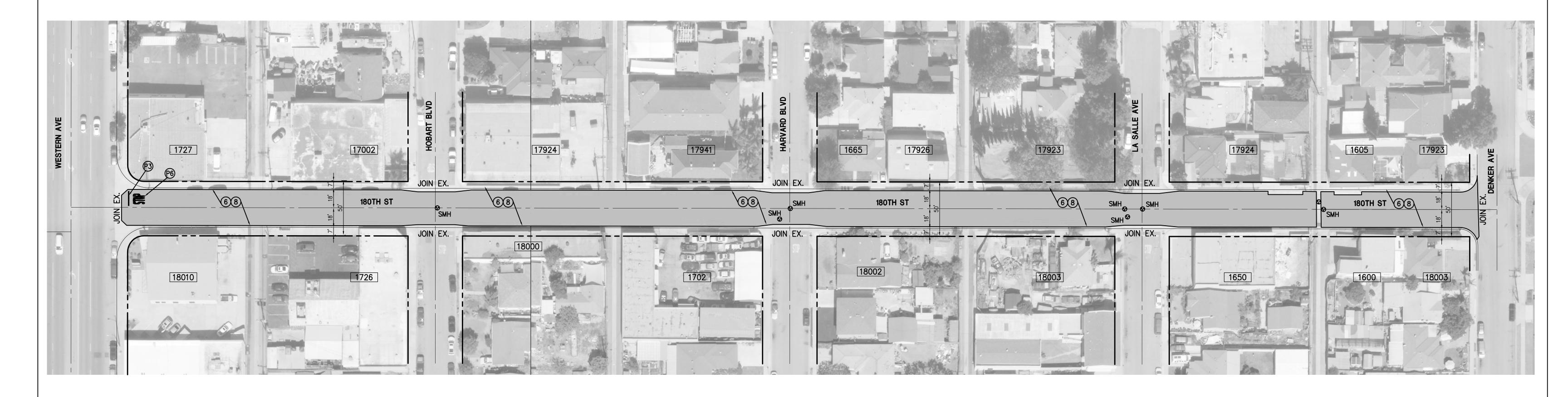








	R E V IS 10	N S		<u>C I</u>	ΤY	0	F G/	ARDENA
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				-	DED		1 \/E & C	CATALINA AVE
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						FROM	170TH ST TO	THE END
					INITAL	DATE	APPROVED BY:	
				DESIGNED BY	SD	03/15/22	3/30/23	Allan Rigg
л.:				DRAWN BY	NC	03/15/22	DATE	DIRECTOR OF PUBLIC WORKS
	_			OUTOKED DV			DATE	DIRECTOR OF FODERO WORKS



- 6 REPAIR ALL HOLES, SPALLS, JOINTS, AND CRACK SEAL EXISTING PAVEMENT.
- 8 APPLY TYPE 2 SLURRY, EXACT LIMITS TO BE FIELD MARKED.

# STRIPING NOTES

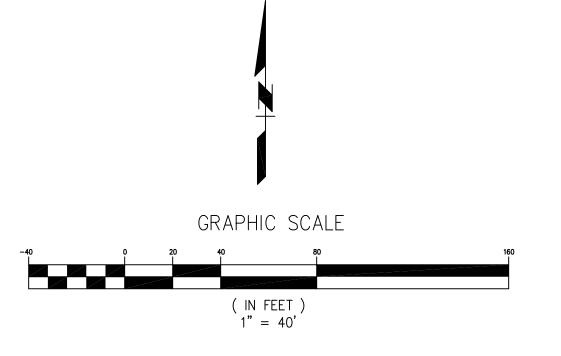
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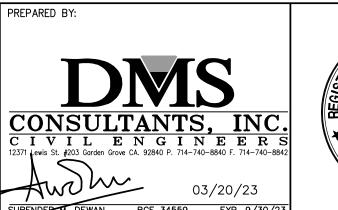


SEE SHEET 2 FOR TYPICAL SECTION

SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL

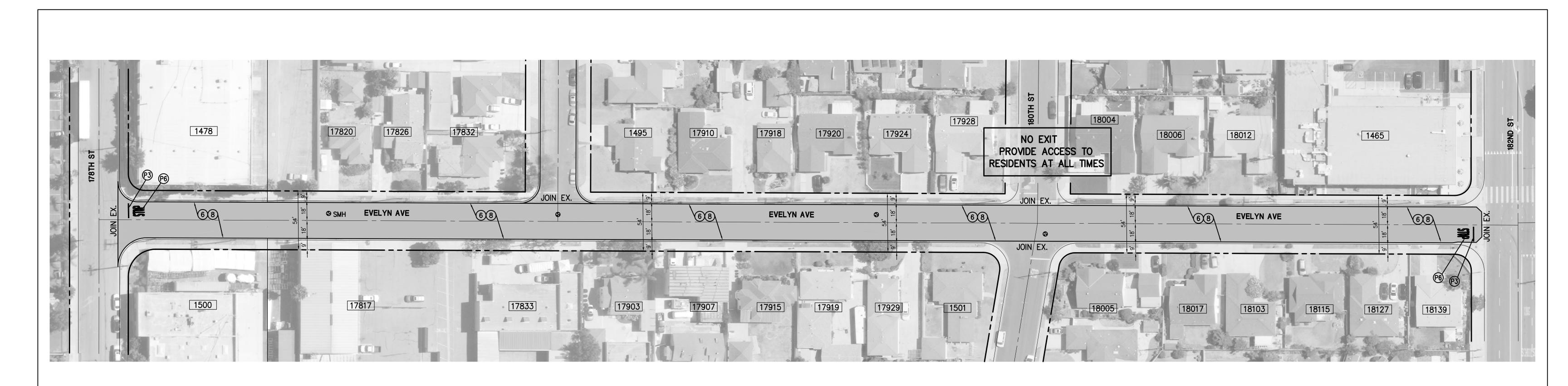


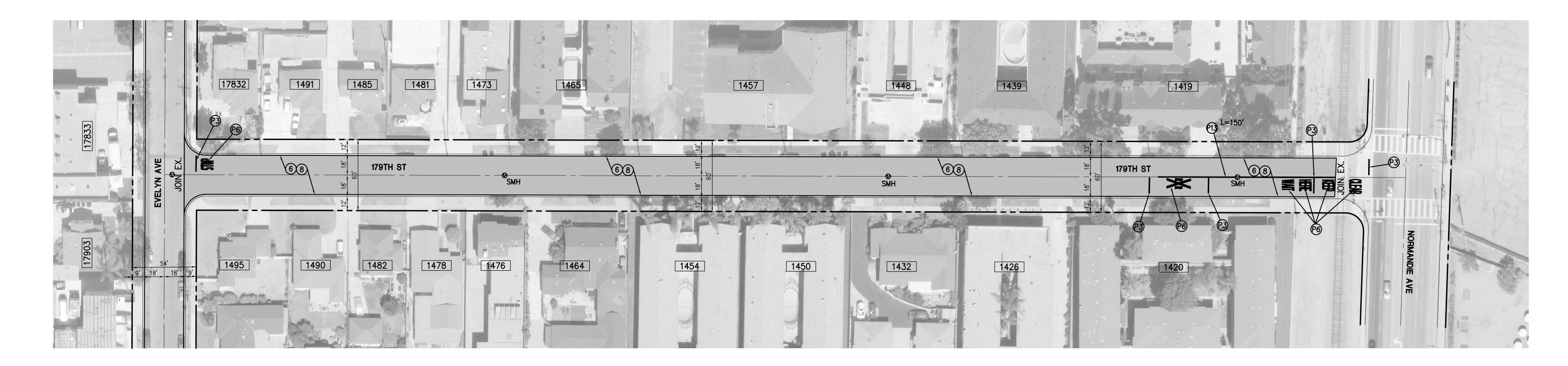






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				FROM WESTERN AVE TO DENKER AVE					
1				INITAL DATE APPROVED BY:					



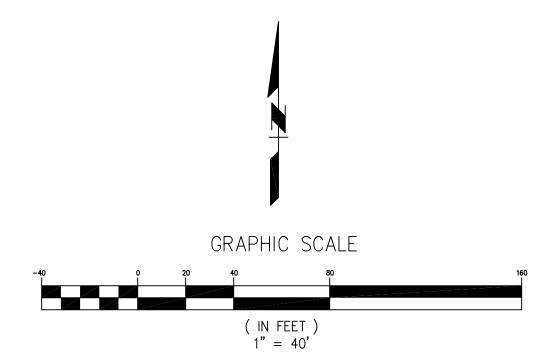


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SEE SHEET 2 FOR TYPICAL SECTION
SEE SHEET 2 FOR TYPICAL STOP BAR AND LEGEND DETAIL

AT LEAST TWO DAYS
BEFORE YOU DIG

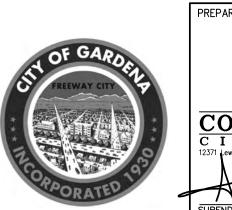
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

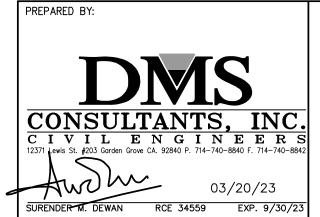


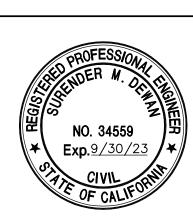
# STRIPING NOTES

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CONTRACTOR TO PROTECT IN PLACE ALL UTILITY/MANHOLE COVERS WITHIN THE SLURRY LIMITS AS SHOWN







	R E V IS IO	N S		CI	TY	0	F GARDENA
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				-	F	VFI YI	N AVE & 179TH ST.
					_	. ——	182ND ST TO 178TH ST
					INITAL	DATE	APPROVED BY:
				DESIGNED BY	SD	03/15/22	3/30/23 Allan Rigg
				DRAWN BY	NC	03/15/22	

SHT. 18 OF 18 DWG. NO. 8-1067

Agenda Item No. 17.A Section: DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES Meeting Date: May 9, 2023

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

AGENDA TITLE: Approval of Purchase and Installation of Flooring, Painting for the Rowley Park Auditorium and Flooring, Painting and Furniture for the Computer Lab in the Rowley Park Gymnasium as part of the Multi-Park Improvement/Facility Master Plan Study Project JN 967 in the amount of \$90,128.

#### **COUNCIL ACTION REQUIRED:**

Staff Recommendation: Approve Purchase from Eyedeal Interiors, Inc. Tony Painting and D & R Office Works, Inc.

#### **RECOMMENDATION AND STAFF SUMMARY:**

The Recreation and Human Services Department wishes to transform the current Rowley Park gymnasium office into a computer lab for the community to use with five workstations thereby increasing digital access and equity. The adjacent classroom would then become the new gym office for staff to utilize during the park's operational hours. The auditorium would also receive a cosmetic upgrade including replacing the current original flooring and matching it to the recently renovated Nakaoka Community Center Auditorium.

The scope of this project is to upgrade the Rowley Park Gymnasium and Auditorium with new flooring, painting and furniture. The following areas are being upgraded:

Location @ Rowley Park	Room Name	Description of Upgrade	Materials Installed
Gymnasium	Computer Lab	Flooring, Furniture, Painting	Laminate flooring, 5 workstations, storage island
Gymnasium	Office	Flooring, Furniture, Painting	Laminate flooring, 2 desks, 3 storage cabinets
Gymnasium	Entry/Lobby	Flooring	VCT Tile Flooring
Auditorium	Auditorium	Flooring, Painting	Laminate Flooring
Auditorium	Entry/Lobby	Flooring, Painting	VCT Tile Flooring
Auditorium	Kitchen/Pantry/Hallway	Flooring, Painting	VCT Tile Flooring

The Recreation and Human Services Department recommends that City Council approve the purchase and installation of the flooring, painting and the creation of a community computer lab and replacement of office furniture at Rowley Park. The vendors are on the Public Works Qualified Contractor List and flooring and painting include prevailing wages.

#### **FINANCIAL IMPACT/COST:**

Flooring- Eyedeal Interiors, Inc - \$ 57,840

Furniture- D & R Office Works, Inc. - \$10,638

Painting - \$21,650

Project Total: \$90,128

Funding Source is Park In-Lieu Fund. There is no impact to the General Fund.

#### **ATTACHMENTS:**

Flooring Quote- Eyedeal
Furniture Quote- D&R Office Works
Painting Quote- Tony Painting

Oleunoms.

APPROVED:

Clint Osorio, City Manager



#### **PROPOSAL**

**CLIENT** 

CITY OF GARDENA

1670 W.162<sup>nd</sup> ST

**GARDENA** 

SALESMAN: TODD CALDWELL

PROJECT

**ROWLEY PARK** 

COMPUTER LAB

DATE: FEBRUARY 15th 2023

#### **DESCRIPTION**

#### LVP

314 SO FEET OF PARADIGM COLLECTION COLOR GRANOLA FOR

COMPUTER LAB

MATERIAL AND LABOR

68LF OF 4" TOPSET BASE

1 REDUCER

TOTAL ESTIMATE

\$3,306.00

\$242.00

\$65.00

\$3,613.00

PLEASE ADD 4% FOR CC's

TODD CALDWELL EYEDEAL INTERIORS, INC.

<sup>\*\*</sup> WE WILL HAUL AWAY ALL PULLED-UP MATERIAL\*\*

<sup>\*\*</sup> NO PAINTING\*\*

<sup>\*\*</sup> DOES NOT INCLUDE CONCEALED DAMAGE REPAIRS\*\*



#### **PROPOSAL**

**CLIENT** 

CITY OF GARDENA

1670 W.162<sup>nd</sup> ST

**GARDENA** 

SALESMAN: TODD CALDWELL

**PROJECT** 

**ROWLEY PARK** 

**OFFICE** 

DATE: FEBRUARY 15th 2023

#### **DESCRIPTION**

#### LVP

298 SQ FEET OF PARADIGM COLLECTION COLOR GRANOLA FOR

**OFFICE** 

MATERIAL AND LABOR 68LF OF 4" TOPSET BASE

1 REDUCER

DELIVERY

TOTAL ESTIMATE

\$3,138.00

\$242.00

\$65.00

\$150.00

\$3,595.00

PLEASE ADD 4% FOR CC's

TODD CALDWELL EYEDEAL INTERIORS, INC.

<sup>\*\*</sup> WE WILL HAUL AWAY ALL PULLED-UP MATERIAL\*\*

<sup>\*\*</sup> NO PAINTING\*\*

<sup>\*\*</sup> DOES NOT INCLUDE CONCEALED DAMAGE REPAIRS\*\*



### **PROPOSAL**

CLIENT

CITY OF GARDENA

1670 W.162nd ST

**GARDENA** 

SALESMAN: TODD CALDWELL

**PROJECT** 

**ROWLEY PARK** 

**LOBBY** 

DATE: APRIL 26th 2023

#### **DESCRIPTION**

#### LVP

818 SQ FEET OF ARMSTRONG EXCELON VCT IN COLOR PEARL WHITE FOR

LOBBY

MATERIAL AND LABOR 132LF OF 4" TOPSET BASE 2 REDUCER

RAMP FRONT AREA TOTAL ESTIMATE

\$8,613.00

\$462.00 \$130.00

\$567.00

\$9,772.00

- \*\* WE WILL HAUL AWAY ALL PULLED-UP MATERIAL\*\*
- \*\* NO PAINTING\*\*
- \*\* DOES NOT INCLUDE CONCEALED DAMAGE REPAIRS\*\*

PLEASE ADD 4% FOR CC's

TODD CALDWELL EYEDEAL INTERIORS, INC.



## **PROPOSAL**

**CLIENT** 

CITY OF GARDENA

1670 W.162nd ST

GARDENA

SALESMAN: TODD CALDWELL

**PROJECT** 

**ROWLEY PARK** 

AUDITORIUM

DATE: FEBRUARY 15th 2023

#### **DESCRIPTION**

#### LVP

2592 SQ FEET OF PARADIGM COLLECTION COLOR GRANOLA FOR

**AUDITORIUM** 

MATERIAL AND LABOR

 $200~\mathrm{LF}~\mathrm{OF}~4"$  TOPSET BASE

\$714.00 \$130.00

DELIVERY

2 REDUCER

\$150.00

TOTAL ESTIMATE

\$28,287.00

\$27,293.00

PLEASE ADD 4% FOR CC's

TODD CALDWELL EYEDEAL INTERIORS, INC.

<sup>\*\*</sup> WE WILL HAUL AWAY ALL PULLED-UP MATERIAL\*\*

<sup>\*\*</sup> NO PAINTING\*\*

<sup>\*\*</sup> DOES NOT INCLUDE CONCEALED DAMAGE REPAIRS\*\*



### **PROPOSAL**

CLIENT

CITY OF GARDENA

1670 W.162nd ST

**GARDENA** 

SALESMAN: TODD CALDWELL

**PROJECT** 

**ROWLEY PARK** 

ENTRY AND HALL

DATE: APRIL 19th 2023

#### DESCRIPTION

#### LVP

460 SQ FEET OF VCT IN COLOR PERL WHITE 51803 IMPERIAL TEXTURE

ENTRY AND HALL

MATERIAL AND LABOR

\$4,843.00

112 LF OF 4" TOPSET BASE

\$714.00

2 T-MOLDINGS

\$399.00

TOTAL ESTIMATE

\$5,956.00

PLEASE ADD 4% FOR CC's

TODD CALDWELL EYEDEAL INTERIORS, INC.

<sup>\*\*</sup> WE WILL HAUL AWAY ALL PULLED-UP MATERIAL\*\*

<sup>\*\*</sup> NO PAINTING\*\*

<sup>\*\*</sup> DOES NOT INCLUDE CONCEALED DAMAGE REPAIRS\*\*



#### **PROPOSAL**

**CLIENT** 

CITY OF GARDENA

1670 W.162<sup>nd</sup> ST

**GARDENA** 

SALESMAN: TODD CALDWELL

PROJECT

**ROWLEY PARK** 

KITCHEN & PANTRY

DATE: FEBRUARY 15th 2023

#### **DESCRIPTION**

#### LVP

534 SQ FEET VCT IN COLOR PEARL WHITE 51803 IMPERIAL TEXTURE

\$5,623.00 MATERIAL AND LABOR

144 LF OF 4" TOPSET BASE \$714.00 \$130.00 2 T-MOLDINGS

\$150.00 **DELIVERY** 

\$6,617.00 TOTAL ESTIMATE

- \*\* WE WILL HAUL AWAY ALL PULLED-UP MATERIAL\*\*
- \*\* NO PAINTING\*\*
- \*\* DOES NOT INCLUDE CONCEALED DAMAGE REPAIRS\*\*

PLEASE ADD 4% FOR CC's

TODD CALDWELL EYEDEAL INTERIORS, INC.

#### PROPOSAL

Date: Valid Until: 3/13/2023 4/30/2023

Quote No.:

3061

Sales Rep:

KAREN BRAUN

9956 Baldwin Place, El Monte, CA 91731 626.454.4660 • DandROfficeWorks.com

BILL TO:

City of Gardena Stephany Santin 1670 W 162ND ST

Gardena 310-345-1195 CA

90247

Chr

City of Gardena-Rowley Gym

Christina Weldin

VERIFY ADDRFESS

310-217-9577

Item	Qty.	Product		Unit	Extende
1	1			\$0.00	\$0.0
		ADVISE IF (	CHAIRS ARE NEEDEDO- NOT INCLUDED		
				Sub Total:	\$0.0
	05-		AREA A	Unit	Extende
Item		Product HON	HBV-PWB1	\$39.00	\$39.0
2	1	Verse Wall E		ψ00.00	Ψου.οι
		verse vvali c	nacket		
3	1.	HON	HBV-TBASE	\$35.36	\$35.3
		Verse T-Bas	e Stablilizing Foot 18 3/4" Long		
4	2	HON	HF23C	\$19.75	\$39.5
		Lock Core R	eplacement Kit Brushed Chrome		
5	5	HON	HLSL2024TS	\$210.64	\$1,053.2
		20Hx24W Fa	ab Above Privacy Scrn		
6	4	HON	HLSL2428O	\$202.59	\$810.3
		24"D x 28"H	O-Leg Support for Wksf (single leg)		
7	3	HON	HLSL2428SL	\$251.35	\$754.0
		24Dx28H Sh	ared O-Leg Sup for Wksf (single leg)		
8	1	HON	HBV-P7248	\$319.28	\$319.2
		Verse Panel	72"H x 48"W		
9	2	HON	HFSC183640A	\$619.08	\$1,238.1

		Sales Tax		\$989.04	\$989.04
		Delivery and	Installation		
				Sub Total: \$714.76	<b>\$3,571.2</b> \$714.7
		Storage Cab	inet 24D x 36W x 72H		,
13	3	HON	HSC2472	\$793.76	\$2,381.2
		Maverick "M	ocha" L Shape desk- 2 files each desk		
12	2	MAV	MISCUSED	\$595.00	\$1,190.0
Item	Qty.	Product	AREA B	Unit	Extende
-				Sub Total:	\$5,363.1
		Systems Re	ctangular Worksurface Edgeband 24D x 48W		
11	5	HON	HWR2448P	\$162.93	\$814.6
		Islds Top 36	Dx36W Span 1		
10	1	HON	HSISLAUTNPNB3636S1	\$259.60	\$259.6
			J CAD 38 1/00X30VVX IOD A FUIIS-2 AUJ SIIII	***************************************	Φο.

Total:

\$10,638.24

Accepted By:

Date:

TERMS:50% DEPOSIT-BALANCE C.O.D-UNLESS ACCOUNT HAS BEEN SET UP DELIVERY DURING NORMAL BUSINESS HOURS UNLESS OTHERWISE NOTED AREA TO BE CLEARED OF ALL EXISTING FURNITURE PRIOR TO DELVERY PRODUCT IS NOT SUBJECT TO RETURN OR CREDIT ONCE ORDER HAS BEEN PLACED

## **TONY PAINTING**

Quotation

CSLB # 320164 DIR # 1000001496 7291 Garden Grove Blvd. Ste. A Garden Grove, CA 92841 Phone 714-899-5303 Fax 714-899-5305

**DATE** March 22, 2023

Submitting To:

City of Gardena Christina Weldin 1670 West 162nd St. Gardena, CA 90247 Cweldin@cityofgardena.org

## Comments or special instructions:

**ROWLEY PARK** 

13220 S. VAN NESS AVE. GARDENA, CA 90249

Description	AMOUNT
SOW: PAINT WALLS & CEILING IN AUDITORIUM, TWO HALLWAYS, KITCHEN,	\$ 21,650.00
PANTRY AND SIXTEEN DOORS: WALLS AND HARD LID.	
GYM: PAINT ROOM 3, OFFICE WALLS AND TWO DOORS ONLY.	
·	
	\$ 21,650.00

TOTAL

If you have any questions concerning this quotation, contact Tony Painting, 714-899-5303, tonyspaintingca@gmail.com

THANK YOU FOR YOUR BUSINESS!

Agenda Item No. 18.A Section: DEPARTMENTAL ITEMS - TRANSPORTATION Meeting Date: May 9, 2023

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

AGENDA TITLE: Approve Contract Amendment with Trapeze Software Group, Inc. for Scheduling Consulting Services in the Amount of \$149,555

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Approve Contract** 

#### **RECOMMENDATION AND STAFF SUMMARY:**

As part of GTrans overall strategy to move away from pen and paper practices and into automated smart bus practices, GTrans partnered in 2019 with transit technology software company Trapeze. GTrans is in the final stages of implementing this new software to 'go live'. This new integrated technological solution will improve efficiency, accuracy and effectiveness of managing the daily deployment of transit service. GTrans has an existing contract with Trapeze for the design and implementation of this new software.

Due to recent staffing changes, GTrans is now without in-house expertise related to the fixed route scheduling component of this software. The scheduling component is critical in developing the pieces of work that are needed for operators to bid and select their assignments. As GTrans is working to restore service since the COVID-19 pandemic and also manage the impacts of operator shortages, staff requires professional assistance and support for training and implementation to develop blocking, runcutting and development of operator schedules and bid schedules. In addition, Trapeze will provide support for the importing of scheduling data into its other modules, such as real-time bus tracking apps and to our GTrans' CAD/AVL real-time transit information system. Finally, Trapeze will provide ongoing training to help current and onboarding staff.

GTrans wishes to amend its current contract to add the aforementioned scope. This contract amendment will be done on a time and materials basis, at a contract cost not to exceed \$149,555. GTrans respectfully recommends that the City Council approve an award of a contract to Trapeze in the amount of \$149,555.

#### FINANCIAL IMPACT/COST:

GTrans has eligible funding within the FY23 and FY24 approved operating budgets for this project. There is no impact to the General Fund.

### **ATTACHMENTS:**

Second Amendment to Agreement with Trapeze Software Group.pdf

APPROVED:

Clint Osorio, City Manager

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# CITY OF GARDENA SECOND AMENDMENT TO CONSULTANT AGREEMENT

This Second Amendment to Consultant Agreement is entered into this 9th day of May 2023 by and between the City of Gardena, a municipal corporation ("City") and Trapeze Software Group, Inc. ("Consultant").

**WHEREAS.** City and Consultant entered into a Consultant Agreement dated September 30, 2019 ("Original Agreement"), pursuant to which Consultant has provided services and materials to purchase, install and train a Scheduling, Operations Management, and Payroll Integration System; and

**WHEREAS.** City and Consultant entered into a First Amendment dated June 23, 2022, which is incorporated herein by this reference ("First Amendment"), which First Amendment and Original Agreement collectively are referred to herein as the "Agreement"; and

**WHEREAS.** City and Consultant desire to amend the Agreement to contract for Additional Service of scheduling support and training services pursuant to Section 3 of the Agreement; and

**WHEREAS.** City and Consultant desire to amend the Agreement to contract for additional Scheduling Support and Training Services in Consultant's Statement of Work dated April 21, 2023, attached hereto as Exhibit "A".

#### **NOW, THEREFORE,** the parties agree as follows:

- 1. Consultant shall perform, as additional service, the work designated as Scheduling Support and Training Services in Exhibit A.
- 2. Consultant shall be compensated for time and materials in an amount not to exceed \$149,555.00.
- 3. Subject to the right of either party to terminate as set forth in the Agreement, Consultant shall perform the services set forth in Exhibit A.
- 4. The rights and obligations of the parties with regard to the provisions of these Additional Services shall be governed by the Agreement.

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

	CITY OF GARDENA	
	BY Tasha Cerda, Mayor	
	DATE	
ACCEPTED		
TRAPEZE SOFTWARE GROUP, INC.		
BY		
APPROVED AS TO FORM		
BY <u>Carmen Vasques</u>		
Carmen Vasquez, City Attorney		
DATE <u>4/28/2023</u>		

## **Exhibit A: Consultant's Proposal**

Attached is Trapeze Software Group, Inc.'s proposal, titled 'Gardena Municipal Bus Lines ("GTrans") Scheduling Support Statement of Work.'

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Gardena Municipal Bus Lines ("GTrans") Scheduling Support Statement of Work

April 21, 2023

Submitted by: Trapeze Software ULC
Brian Canivet
Tel: 647-624-6485
brian.canivet@trapezegroup.com



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## Section 1: Introduction

Gardena Municipal Bus Lines ("GTrans") has requested support services for fixed route scheduling from Trapeze. The purpose of this document is to provide GTrans with a quote and scope of work for the extended fixed route scheduling activities. This document will outline the scope and the effort required from both Trapeze and GTrans. The Trapeze scheduling services team is extremely well-versed in transit scheduling and the Trapeze scheduling systems. Our team members regularly work with many of the largest and most complex transit agencies in North America to help them accomplish their timetabling and runcutting needs.

# Section 2: Trapeze Professional Services

### Section 2.1: Personnel

To ensure successful completion of this implementation, Trapeze will utilize the following professional services personnel:

- Project Manager: The centralized point of contact for the project. The project manager is responsible for
  coordinating project schedules, deliverables and resources required to deliver the scheduling services as
  identified in this statement of work.
- Implementation Consultant(s): The primary technical point(s) of contact supporting the Scheduling and Training time and materials project.

## Section 2.2: Project Scope

Trapeze will provide Time and Material services to provide the GTrans scheduling team with training and support implementing regular signup period changes to GTrans's fixed route schedules.

#### **Training**

Trapeze training is based on standard training agendas, and sessions vary in length based on topic. GTrans resources are encouraged to participate in all training sessions related to their field.

Trapeze will provide training to GTrans staff in the use of Trapeze scheduling software including FX and Blockbuster. The amount of training and the number of GTrans staff to receive training will be determined after consultation between GTrans and Trapeze after GTrans has made a request for training.

A detailed training agenda will be provided by Trapeze prior to the start of training. Both Trapeze and GTrans will mutually agree on the key training topics as part of the final training agenda.

#### 2.2.1.1 Training Requirements

www.trapezegroup.com

In order to facilitate the on-site training, GTrans is responsible for setting up a dedicated classroom environment that includes the following training equipment:

A networked computer for each trainee, with access to the test system

#### 2.2.1.2 Training Preparation

There are no prerequisites for this training, however, prior to attending training, Trapeze strongly recommends that all trainees understand the functionality of the Trapeze Software and its link to GTrans scheduling operations. Trainees are encouraged to review the Trapeze user guides and familiarize themselves with the applications prior to the start of training.

To allow Trapeze resources to review and prepare for training, GTrans will also be required to provide a recent backup of their production environment database two (2) weeks prior to the start of training. Trapeze will also require remote access to GTrans's training environment two (2) weeks prior to confirm that the environment is ready for training.

#### Scheduling Support

GTrans currently has four (4) signup periods per year. Trapeze and GTrans will work in conjunction with each other to determine the exact support activities required and level of effort needed to complete and implement the desired scheduling changes for each signup period as the requirements are expected to change for each one.

Activities may include, but are not limited to, the following types of activities as agreed upon by Trapeze and GTrans:

- 1. Ancillary Data Management
  - a. Creation of Signup Period with desired Start and End Dates
  - b. Updates to Holidays and Exception Calendar as required
- 2. Route Definition
  - a. Changes to Routes, Patterns, Stop Patterns, Traces, and Pattern Traces as required
- 3. Trip building
  - a. Changes to Trips, Trip Times, and Running Times for each service as required
- 4. Blocking
  - a. Blocking Scenario Generation based on GTrans parameters
- Runcutting
  - a. Runcut Scenario generation based on established GTrans Work Rules
- 6. Fixed Route Data Management
  - a. Assistance with running standard FX Data Integrity Checks
  - b. Validating potential schedule data issues
- 7. Reporting

- Assistance with printing Trapeze reports (including paddles) utilizing the modified schedule data
- 8. OPS and Clever
  - a. Technical Support for importing scheduling data into OPS and Clever as required

The scope for the training and scheduling support activities performed by Trapeze will be mutually agreed upon between Trapeze and GTrans on a case-by-case basis. Trapeze expects that GTrans will submit a request for support that includes specific details for any training or scheduling changes that may be required. Trapeze will provide a high-level effort estimate to complete the training or scheduling support request, and after approval by GTrans the work will be scheduled accordingly.

#### 2.2.1.3 Schedule Change Implementation Timelines

For each signup period being implemented, the following general timeframes represent the approximate activity periods to successfully operationalize schedule changes.

Timeframe	Activities
16 weeks prior to Signup start date	<ul> <li>GTrans provides notice to proceed to Trapeze for the next signup period (shake up).</li> <li>Trapeze begins work to modify ancillary data as required (Signup Start and End Dates, Exception and Holiday Calendar, etc.).</li> <li>Additional notice is required for large scale transit network changes that would affect a significant number of routes, trip frequencies, and/or vehicle/operator schedules. Trapeze may assess the nature of these changes to determine if the scale of changes would exceed the available Time and Material budget to implement.</li> </ul>
12 weeks prior to Signup start date	<ul> <li>GTrans finalizes stop, route and schedule data changes. Changes to these schedule elements after 12-week mark may delay the overall project delivery.</li> <li>Trapeze continues to modify stop, route and schedule data in GTrans's environment.</li> </ul>
6 weeks prior to Signup start date	<ul> <li>Trapeze completes work on schedules, vehicle blocks and operator run assignments.</li> <li>Print Materials/Reports and Runs reviewed with operators/union and changes made as necessary.</li> <li>Trapeze provides support for the OPS Schedule Import processes and CAD/AVL import processes.</li> </ul>
4 weeks prior to Signup Start Date	Posting Deadline for the signup.

Estimates and Timeframes are based on Trapeze's experience providing scheduling consulting support for transit agencies of similar size and complexity to GTrans. These may be subject to change based on additional

discovery discussions throughout each signup period implementation. Trapeze will only invoice the time required to complete requested scheduling changes.

# Section 3: Project Duration

Scheduling support services are expected to be an ongoing engagement. Following receipt of a request for support from GTrans, a mobilization period of up to thirty (30) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with GTrans.

# Section 4: Project Management

Trapeze will provide remote project management support on a time and material basis for the duration of the project. The Trapeze project manager will be responsible for the successful planning, design, and execution of the project, including effective stakeholder communication, risk mitigation and meeting project timelines. The project manager will be the key point of contact for GTrans for the duration of the project. Trapeze will also require GTrans to assign a project manager for this implementation. The two project managers will work together to ensure consistent dialogue is maintained through well-established communication channels. A successful implementation requires effective and timely communication with all project stakeholders. In addition to the responsibilities outlined above, Trapeze project managers will also provide the following key services:

Change Management: If any deliverable(s) will need to be changed mid-project, the project manager will
identify the impact of the change and initiate necessary actions to ensure timelines and project costs
will be adjusted.

# Section 5: Project Assumptions

- 1. This is a time and materials engagement. All services will be billed monthly as incurred.
- 2. Any services or requests not identified within this statement of work will be considered outside the scope of this engagement and will need to be addressed through the Trapeze change order process.
- 3. All Software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
- 4. All services will be performed utilizing GTrans's current version of the FX Software.
- The GTrans scheduling or operations team will be made available and work with the Trapeze technical resource to answer any questions about the proposed changes and to ensure that they are implemented as intended.

- 6. GTrans will provide all detailed run cutting and scheduling changes to Trapeze prior to work commencing.
- 7. The following scheduling details will be required from GTrans:
  - a. GTrans will be required to provide any route and pattern changes required to accommodate any Route Definition tasks in FX/BB, including:
    - i. Stops and Nodes on routes
    - ii. Possible relief locations
    - iii. Desired Node and Stop Sequence for route patterns
    - iv. Desired Street routing/turn by turn if needed for tracing
  - b. GTrans will be required to provide the general headways, running times, trip schedules and service exceptions (e.g., school day trips) by service type (Weekday/Saturday/Sunday) for each route to be used for Trip Building tasks in FX/BB.
    - i. Trapeze can import trips into the Trip Building screens into FX from an Excel or CSV file if trips are listed by route and direction and with alike timing points.
  - c. GTrans will be required to provide information on possible deadhead distances/times and travel distances/times for blocking/runcutting purposes.
  - d. GTrans will be required to provide information on runcutting rules, practices and general desired runcutting goals.
- 8. The scheduling support estimates assume standard scheduling support services as identified in this Statement of Work. Large scale transit network changes that would affect a significant number of routes, trip frequencies, and/or vehicle/operator schedules may exceed the available Time and Material budget and additional services may be required.
- 9. Expenses assume a minimum of two weeks' notice is provided by GTrans to Trapeze in advance of any on-site trip being scheduled. Expenses are subject to additional charges if insufficient notice is provided.
- 10. The delivery of on-site services is conditional on the guidance of the latest travel and health advisories issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at GTrans. Trapeze and GTrans may opt to exercise alternate remote options if on-site services are not feasible.
  - a. In the event of travel restrictions, Trapeze and GTrans will work together to progress the project remotely and agree upon a revised timeline. This change would not impact the cost of the project.
- 11. Pricing is valid until July 31, 2023.

# Section 6: Exhibit A-1 - Budget

Services for this implementation will be provided on a Time and Materials basis, where all implementation services will be invoiced monthly in accordance with the following time and material billing rates. Expenses will be invoiced on a monthly basis as incurred (if necessary).

Resource	Hourly Offsite Rate	Hourly Onsite Rate
Project Manager	\$256.25	\$287.50
Implementation Consultant	\$243.75	\$275.00

Trapeze has outlined the estimated services required to successfully support the scheduling services requested by GTrans. Services performed and charged by Trapeze against the Time and Materials budget may include preparation, planning and meeting coordination time.

The estimates below represent "Not-To-Exceed" (NTE) values based on the activities defined in this scope of work, which Trapeze will provide as necessary when requested by GTrans or until GTrans provides written notice that support services are no longer required.

The below table represents a **recommended breakdown** of onsite and offsite hours. Applying the onsite and offsite rates shown above, GTrans can request to utilize the hours for onsite or offsite services as required as long as the value of \$149,555 is not exceeded. Trapeze will provide updates to GTrans on usage as the hours and the NTE budget are utilized.

Implementation Services	Offsite Hours	Onsite Hours	Total Cost
Project Management	64		\$16,400
Scheduling Support	200	160	\$92,750
FX and BB User Training	20	104	\$33,475
Expenses*			\$6,930
Total (USD)			\$149,555

<sup>\*</sup>Based on local Transportation and subsistence for up to 33 days. No airfare expenses included, if a local resource is not available, the expenses will increase depending on where the resource is traveling from.

Here for the journey is more than our tagline – It's our commitment to you. Our value is in our ability to address your needs and please your riders. We always strive to

Thank you for taking the time to review this proposal. Please reach out to us with any questions or comments. Your feedback is always appreciated.

