

AGENDA CITY OF GARDENA Regular CITY COUNCIL MEETING

Council Chamber at City Hall, 1700 W. 162nd Street, Gardena, California
Website: www.ci.gardena.ca.us

MARK E. HENDERSON, Mayor Pro Tem
TASHA CERDA, Council Member
DAN MEDINA, Council Member
TERRENCE TERAUCHI, Council Member



MINA SEMENZA, City Clerk
J. INGRID TSUKIYAMA, City Treasurer
MITCHELL G. LANSDELL, City Manager
PETER L. WALLIN, City Attorney

July 26, 2016

Closed Session 7:00 p.m.
Open Session 7:30 p.m.

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 msemenza@ci.gardena.ca.us, at least two business days prior to the scheduled meeting to ensure assistance is provided. Assistive listening devices are available.

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. 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. The public has the opportunity to address the City Council 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. You will be called to the podium by name when it is your turn to address the Council.

Pursuant to California Government Code Section 54953(b)(3), any member of the public wishing to address the legislative body directly pursuant to California Government Code Section 54954.3 may do so at each teleconference location at the time the item is considered.

CELLPHONES AND OTHER DISTRACTIONS: *Use of cell phones, pagers and other communication devices is prohibited while the Council Meeting is in session. Please turn all devices off or place on a silent alert and leave the Chambers to use. During the meeting, please refrain from applause or other actions that may be disruptive to the speakers and the conduct of City business.*

Thank you for your attendance and cooperation.

1. ROLL CALL

2. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL
EXISTING LITIGATION
Government Code Section 54956.9(d)(1)

- (1) City of Gardena v. Regional Water Quality Control Board, etc., et al
Los Angeles Superior Court Case No. BSI564572

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Audrey Benitez and Bethany Mengesha
Participants in the Summer Day Camp sponsored by the City of Gardena Recreation, Human Services,
Parks & Facilities Department

B. INVOCATION

The Reverend Clyde Lawrence, Pastor
Church of the Holy Communion

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Certificate of Commendation to Street Sweeper Operator Benny Gonzales in Special Recognition of
His Long-Time Service and Retirement from the City of Gardena (to be accepted by Mr. Gonzales)

B. PROCLAMATIONS – No Items

C. APPOINTMENTS –

- (1) Council Appointments to Commissions, Committees, Board, and Council (Commission Appointees
to be Ratified and Sworn in; Committees, Board and Council Appointees to be Ratified Only)
- (a) Human Services Commission
 - (b) Planning and Environmental Quality Commission
 - (c) Recreation and Parks Commission
 - (d) Senior Citizens Commission
 - (e) Gardena Youth Commission
 - (f) Gardena Beautification Committee
 - (g) Gardena Economic Development Committee
 - (h) Gardena Rent Mediation Board, Landlord Representative
 - (i) Gardena Rent Mediation Board, Tenant Representative
 - (j) Gardena Rent Mediation Board, At-Large Representative
 - (k) Gardena Business Advisory Council

5. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC

Roll Call Vote Required on 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.

A. Waiver of Reading in Full of All Ordinances Listed on This Agenda and That They Be Read by Title Only

B. **CITY CLERK**

(1) Approval of Minutes

(a) City Council Regular Meeting, July 12, 2016

(b) City Council Special Meeting, July 20, 2016

(2) Affidavit of Posting Agenda on July 22, 2016

C. **CITY TREASURER**

(1) Approval of Warrants / Payroll Register

(a) July 26, 2016

D. **CITY MANAGER**

(1) Personnel Report No. P-2016-13 (No special wording [to-date])

(2) Approval of Plans and Specifications and
Authorization to Solicit Bids
Local Street Overlay 2016
Various Locations, JN 897

6. **EXCLUDED CONSENT CALENDAR**

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

A. **JULY 19, 2016, MEETING** – Meeting Cancelled

ORAL COMMUNICATIONS

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.

8. DEPARTMENTAL ITEMS

A. ELECTED & ADMINISTRATIVE OFFICES – No Items

B. POLICE, STREETS & DEVELOPMENT SERVICES

- (1) RESOLUTION NO. 6242, Approving a Transfer of the Pipeline Franchise Granted by Ordinance Number 764 to PBF Holding Company LLC
Staff Recommendation: Adopt Resolution No. 6242

C. RECREATION, HUMAN SERVICES, PARKS & FACILITIES

- (1) Approval of Landscaped Median Maintenance Contract with *Landcare LLC* in the Amount of \$72,000
Staff Recommendation: Approve Contract

D. TRANSPORTATION – No Items

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

- (1) NOTICE AND GUIDELINES FOR 60 DAYS TO APPOINT VACANT SEAT

Pursuant to Government Code Section 36512 and Gardena Municipal Code 2.04.150, if the Council does not fill the vacancy of the Mayor within 60 days to serve until the next municipal election date, the City Council is then required to call a special election which is to be held on the next regularly-scheduled election date, not less than 114 days from the call of the special election. The next regularly-scheduled election date, which is at least 114 days from the end of the 60-day period the Council has to make an appointment, will be the March 7, 2017, Municipal Election.

- (a) Consideration of an Appointment for the position of Mayor to serve until the next Municipal Election. If no appointment is made, continue consideration until the next Regularly-Scheduled Council Meetings. If no appointment is made by August 26, 2016, the end of the 60-day appointment period, the Election of a Mayor will be at a March 7, 2017, General Municipal Election.
- (2) Designation of Voting Delegate/Representative for the League of California Cities Annual Conference, October 5-7, 2016, in Long Beach
Staff Recommendation: Designate Delegate
- (3) RESOLUTION NO. 6241, Extending Support of City of Gardena for H.R. 3484: Los Angeles Homeless Veterans Leasing Act of 2016
Staff Recommendation: Adopt Resolution No. 6241

B. COUNCIL DIRECTIVES

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS (Continued)

C. COUNCIL REMARKS

- (1) COUNCIL MEMBER CERDA
- (2) COUNCIL MEMBER TERAUCHI
- (3) COUNCIL MEMBER MEDINA
- (4) MAYOR PRO TEM HENDERSON

10. ANNOUNCEMENTS

11. REMEMBRANCES

Mr. Marion Mazur, 91 years of age, a resident of Gardena for the past 57 years.

12. ADJOURNMENT

The Gardena City Council will adjourn to a Regular City Council Meeting at 7:00 p.m. on Tuesday, August 9, 2016.

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 on file in the Office of the City Clerk.

Dated this 22nd day of July, 2016

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

Certificate of Commendation

presented to

BENNY GONZALES

In official acknowledgment and with deep appreciation
for 36 years 10 months of outstanding, loyal service to

the ***City of Gardena*** as a

STREET SWEEPER OPERATOR

with the

Police, Streets and Development Services Department.

*We, the Members of the City Council of the
City of Gardena, California, are pleased to present this
special recognition to you for your long-time City service,
and express our sincere, best wishes for an enjoyable and
rewarding retirement, effective August 11, 2016.*



Presented ❖ 26th day of July, 2016

Ladha Cerda
Councilmember

A. Malin
Councilmember

Thomas Munchi
Councilmember

Mark E. Henderson
Councilmember

MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, July 12, 2016

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:40 p.m. on Tuesday, July 12, 2016, in the Council Chamber of City Hall at 1700 West 162nd Street, Gardena, California; Mayor Pro Tem Mark E. Henderson presiding.

1. ROLL CALL

Present: Mayor Pro Tem Mark E. Henderson; Council Member Terrence Terauchi; Council Member Dan Medina; and Council Member Tasha Cerda. Other City officials and employees present: City Manager Mitchell G. Lansdell; City Attorney Peter L. Wallin; City Treasurer Ingrid Tsukiyama; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero.

2. CLOSED SESSION – Not Held

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Anne Asai and John Asai, (brother and sister), participants in the Summer Day Camp at Arthur Lee Johnson Park, sponsored by the City of Gardena Recreation, Human Services, Parks & Facilities Department. Anne is in the sixth grade at Fleming Middle School; and John is in second grade and attends Park Western Elementary School. Both students introduced their parents who had accompanied them to the meeting.

B. INVOCATION

The Reverend Jeff Gill, Senior Pastor, Calvary Chapel South Bay, led the invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS – No Items

B. PROCLAMATIONS – No Items

C. APPOINTMENTS

(1) Council Appointments to Commissions, Committees, Board, and Council
No appointments were made

5. CONSENT CALENDAR

A. WAIVER OF READING IN FULL OF ALL ORDINANCES LISTED ON THIS AGENDA AND THAT THEY BE READ BY TITLE ONLY

B. CITY CLERK

(1) **Approved:** Minutes of

(a) City Council Regular Meeting, June 28, 2016

(2) **Approved:** Affidavit of Posting Agenda on July 8, 2016

C. CITY TREASURER

(1) **Approved:** Warrants / Payroll Register

(a) July 12, 2016: Wire Transfer No. 11498-11502; Prepay Nos. 139314-139320 and Check Nos. 139321-139542 for a total amount of \$4,251,958.95; Total Payroll Issued June 24, 2016: \$1,504,018.05.

D. CITY MANAGER

(1) **Approved:** Personnel Report No. P-2016-11

(a) **Approved:** Settlement of Worker's Compensation – Michael Hassoldt
Appeals Board Case No. ADJ9526328 & ADJ10105968

(b) **Approved:** Request City Council re-approval of Salary Schedules dated January 5, 2014, July 5, 2015, and January 1, 2016, as per California Public Employees' Retirement System (CalPERS) requirements and review audit resolution.

Mayor Pro Tem Henderson asked if we have done the appropriate comparative analysis for positions in our City with other Cities that are the same size in Los Angeles County; just wanting to make sure we are in alignment with those other cities.

City Manager Lansdell replied, "Duly noted." He then said that it is a requirement of CalPERS to have Council re-adopt the Salary Schedules that were previously adopted, pursuant to an audit they did on our City records; he also stated that the salary schedules will be part of upcoming negotiations.

(2) **Approved:** Approval of Special Event Permit/Bingo Permit
Annual Obon Carnival: August 13-14, 2016
Gardena Buddhist Church
1517 West 166th Street, Gardena, CA 90247

It was moved by Council Member Cerda, seconded by Council Member Terauchi, and carried by the following roll call vote to Approve all the Items on the Consent Calendar:

Ayes: Council Members Cerda, Terauchi, and Medina, and Mayor Pro Tem Henderson

Noes: None

Absent: None

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. JULY 5, 2016, MEETING – Meeting Cancelled

ORAL COMMUNICATIONS

- (1) Wanda Love, President of Gardena Valley Chamber of Commerce – spoke about how she and some members of the community had a problem with the comments made by Chief Medrano that were printed in a Saturday, July 9, 2016, *Los Angeles Times* article. She also named a number of upcoming Chamber events.
- (2) The Honorable Robert Pullen-Miles, representative for Assemblywoman Autumn Burke – invited everyone out to the “2nd Annual Back to School Health and Wellness Fair” on Saturday, July 30, 2016, from 10:30 a.m. to 3:00 p.m., at Jane Adams Park in the City of Lawndale.
- (3) Cheral Sherman, V.P. of Friends of Gardena Willows Wetland Preserve – extended an invitation to the 3rd Saturday Work Restoration Day on Saturday, July 16, 2016, from 8:00 a.m. to 11:00 a.m. The Friends are getting ready to plant for the Fall and will need lots of volunteers. For information, call (310) 217-0681 or www.gardenawillows.org.
- (4) Karl Henry, resident – stated that he still believes that the City Council violated the Brown Act when they went into Closed Session to select an Acting City Manager. He reported that he had forwarded the minutes from the April 26, 2016, Council meeting to the District Attorney’s Office-Public Integrity Division for further review and information.

Council Member Terauchi asked City Attorney Wallin to state his position regarding Mr. Henry’s allegation from the minutes of our April 26, 2016 Council Meeting regarding the Brown Act violation.

City Attorney Wallin stated that the Brown Act Section 54957 provides that the City Council can hold closed sessions to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee. It was perfectly appropriate to hold a closed session to consider the appointment of the successor to the City Manager.

Council Member Terauchi replied that Mr. Henry raised a point (and he agrees) that it was for Acting City Manager; the action of closed session was not that.

City Attorney Wallin then replied the contract that was entered into after that, which was on the Agenda, was for an acting appointment.

Council Member Terauchi then asked does the subsequent action of the City Council to approve an Acting City Manager contract supersede the action of the April 26, 2016, closed session?

City Attorney Wallin replied that he doesn’t consider that we went into closed session to discuss appointing an Acting City Manager and then came out and decided that it was a permanent appointment. The Council can hold a closed session to consider the successor and appoint a City Manager; it was a close approximation of what was actually done.

Council Member Terauchi then stated, “What you are saying is the City Council has enacted two separate and distinct contracts with the Chief of Police: 1) making him a City Manager; and 2) making him an Acting City Manager, which one is precedent?”

City Attorney Wallin replied that all the Council did on April 26, 2016, was instruct staff to prepare an agreement to effectuate the Council action. The agreement, that was brought to Council for approval at a later Council meeting, was an agreement which appointed him as Acting City Manager.

ORAL COMMUNICATIONS (Continued)

Council Member Terauchi, wishing clarification, then asked if the contract making the Chief of Police the Acting City Manager takes precedence over the action taken on April 26, 2016.

City Attorney Wallin replied there was no action taken on April 26, 2016; it was an announcement, subject to a contract; Chief Medrano was not actually appointed at that time.

8. DEPARTMENTAL ITEMS

A. ELECTED & ADMINISTRATIVE OFFICES

- (1) RESOLUTION NO. 6235, Establishing a Retention Policy for GTrans Video Surveillance Recordings

RESOLUTION NO. 6235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA,
CALIFORNIA, ESTABLISHING A RETENTION POLICY FOR GTRANS
VIDEO SURVEILLANCE RECORDINGS

City Manager Lansdell presented the Staff Report.

Mayor Pro Tem Henderson asked if the employee groups are okay with the understanding that this surveillance system is for their safety and not for surveilling the actual employees.

City Manager Lansdell replied this policy is with respect to all actions and claims and does not speak directly to their actions on the bus; that would be a separate negotiation with them.

It was moved by Council Member Medina, seconded by Council Member Terauchi, and carried by the following roll call vote to Adopt Resolution No. 6235:

Ayes: Council Members Medina, Terauchi, and Cerda, and Mayor Pro Tem Henderson
Noes: None
Absent: None

- (2) Approval of Outdoor Signage for Larry Flynt's Lucky Lady Casino

Mr. Larry Flynt spoke about the sign and told Council what they have before them is not the first rendering of the signage. He said that City Manager Lansdell found the first rendering unacceptable and would not submit it to Council; he wanted it redesigned; so they redesigned it and submitted it for approval and, at the June 14, 2016, Council Meeting, it did not get approved. He pointed out a case that went to the Supreme Court *Miller v. California* for which it was decided that nudity itself is not legally obscene. He indicated that he wants to make his business run as successfully as he can, and he needs the support of the City Council. He then asked Council to cooperate and approve the sign.

Mr. Terry Kennedy spoke in favor of the sign and encouraged the City Council to vote and approve this request.

City Manager Lansdell presented the Staff Report.

Mayor Pro Tem Henderson asked City Attorney Wallin, relative to the Council's position that was taken at the June 14, 2016 Council Meeting in that we denied without prejudice and asked Mr. Flynt to reconsider; what is the potential liability if we do not approve tonight?

8. DEPARTMENTAL ITEMS (Continued)

A. ELECTED & ADMINISTRATIVE OFFICES (Continued)

(2) Approval of Outdoor Signage for Larry Flynt's Lucky Lady Casino (Continued)

City Attorney Wallin replied that Mr. Flynt has presented a proposal to the City. If it is denied, we would need to have a legitimate claim for denying it; Mr. Flynt could file a lawsuit and we would end up paying his attorneys' fees.

Council Member Medina stated that, at the June 14, 2016, Council Meeting, he is the one who made a first to approve the signage, and never got a second. He claims that he knows all the ins and outs as far as casino signage is concerned and, if one were to look at our City Ordinance, we are pretty flexible when it comes to signs. He wants to make sure that some of his colleagues on the Council understand our City's ordinances when it comes to casinos.

Council Member Cerda, stated that she is a little saddened to see that the same picture came back to Council for approval; she thanked Mr. Flynt for bringing the Hustler to our City and thanked him for considering to purchase the Normandie Casino, but indicated that her position is still the same. She feels the sign is offensive to women and she understands that the City could get sued if we deny, based on what the ordinance states.

It was moved by Council Member Terauchi, seconded by Council Member Medina, and carried by the following roll call vote to Approve the Proposed Outdoor Signage:

Ayes: Council Members Terauchi, Medina, and Mayor Pro Tem Henderson
Noes: Council Member Cerda
Absent: None

(3) Ratify Administrative Approval for Purchase of Software Maintenance from Progressive Solutions, Inc.

City Manager Lansdell presented the Staff Report.

It was moved by Council Member Medina, seconded by Council Member Terauchi, and carried by the following roll call vote to Ratify the Administrative Approval for Purchase of Software Maintenance:

Ayes: Council Members Medina, Terauchi, and Cerda and Mayor Pro Tem Henderson
Noes: None
Absent: None

(4) PUBLIC HEARING: Economic Assistance Agreement with Casino, LLC (Larry Flynt's Lucky Lady Casino) Government Code §53083

City Manager Lansdell presented the Staff Report.

Mayor Pro Tem Henderson opened the Public Hearing at 8:34 p.m. and asked for any comments from the public.

Mr. Flynt spoke to the Council and told them the Economic Stimulus package you have now is not the package that was originally negotiated with Mr. Lansdell. Over three weeks ago, we had a deal; late last week the deal was changed and there was a provision added that we had to guaranty a certain amount of revenue which makes no sense at all.

8. DEPARTMENTAL ITEMS (Continued)

A. ELECTED & ADMINISTRATIVE OFFICES (Continued)

- (4) PUBLIC HEARING: Economic Assistance Agreement with Casino, LLC (Larry Flynt's Lucky Lady Casino) Government Code §53083 (Continued)

Mr. Flynt (continued) He then said that, based on his negotiations with Mr. Lansdell, they advanced money for architectural cards, chips, and architectural and construction plans. He acted in good faith and his position was that everything is subject to City Council approval; the majority of the things the City Manager presents are well thought out and that he wouldn't submit them if he knew they were not going to go forward. Mr. Flynt also stated that, in the 16 years that he has been in Gardena, he has paid out more than \$85.5 million dollars to the City; that one would think that someone who has done that much for this City would not get so little in return. He feels like he is being treated like a second-class citizen, and stated that it's very unfair. He continued, alleging that the Normandie Casino has been neglected for decades and that he's going to have to invest \$60 million on it; that if he can't invest that kind of money and get a return on his investment – it just doesn't work. So, when he knows he is going to work just as hard to make the new casino as successful as the Hustler, if the agreement is not approved this week, there are going to be 400 people out of a job and he will walk away from it. The Millers have not totally conformed to their due diligence. He is not making ridiculous demands for which the Council has to accommodate him; he's here to make a sensible request.

Council Member Medina – then spoke, asking City Manager Lansdell regarding what the City has in the agreement now, how does it compare to what was acceptable to Mr. Flynt last week; how much of a difference are we talking about?

City Manager Lansdell replied there are three (3) elements that have changed since a tentative agreement reached: (1) Mr. Flynt changed the third party banking fee from four percent (4%) to three percent (3%) and added a provision in the Agreement that would not be used to require the Hustler Casino to pay a similar fee for third party banking; (2) he then stated that there is a sustainability issue in that the \$800,000 had been talked about with staff internally and not projected to Mr. Flynt. However, at the time the issue of “don't use this agreement to tie us together,” it became necessary, in his belief, to put something that would not be a guarantee (it doesn't say the City has to be paid that; it's based on earnings) to make the city whole. He did add, in the ninth hour, a provision that says the two casino revenues must meet \$800,000 to effectuate the other portion of the Agreement, to pay fifty percent (50%) of the fees above the \$2 million from the Normandie; the \$800,000 is a little bit less than the monthly amount needed from the clubs to meet the City's current budgeted amounts. He totally understands Mr. Flynt's position, but he also has to look at what it takes to make the city sustainable; he believes, at some point, there will be an excess of what is currently being earned.

Council Member Medina asked, “If we were to compare what the Normandie is contributing now and what the Hustler is contributing now, how much of a difference would it be from what the proposal is?”

City Manager Lansdell replied the \$800,000 represents about \$6.66 million a month between the casinos; the Normandie Casino is currently barely doing \$1.7 million.

Council Member Terauchi asked if the Third Party Proposition Players bank fees of three percent (3%) only applies to the Lucky Lady Casino?

City Manager Lansdell replied that that is correct.

Mayor Pro Tem Henderson commented that he heard there will be an increase in property tax and, as we fast forward, asked “What is, roughly, the anticipated property tax, knowing there are going to be a number of tax increases on this November ballot?”

8. DEPARTMENTAL ITEMS (Continued)

A. ELECTED & ADMINISTRATIVE OFFICES (Continued)

- (4) PUBLIC HEARING: Economic Assistance Agreement with Casino, LLC (Larry Flynt's Lucky Lady Casino) Government Code §53083 (Continued)

City Manager Lansdell replied that, pursuant to Proposition 13, it sat at the assessor's office and was only to go up 2% a year. Yet, he doesn't believe there has been a reassessment of the Normandie property in 40 years; the basis is pretty low at this time. The City gets about 15% of 1% of the total property value there. This is a lease of the property; the only money coming to the City in the initial term will be on the renovation building permits. If Mr. Flynt exercises his option to provide businesses and a hotel, gaming fees are not a very big number.

Mayor Pro Tem Henderson stated we are offering a low interest loan, we aren't getting any revenues from the sale of the property because it is a lease, and we will be asking for \$800,000 a month to sustain us. Fast forward to upcoming fiscal years, with all these expenditures, we won't be able to sustain our services to the community because we will have to cut back; I know we can get revenues if there is a hotel. If we don't request this minimum, it will be really hard to guarantee revenue; we need to look out for our community, if we accept anything less than that, we are looking at where the city was, low reserve, cutting services, and back to where we were.

City Manager Lansdell replied that \$800,000 a month, based on gross revenues of \$6.6 million, brings in close to the estimated needed budget amounts; that it's not easy for the City Council to raise taxes, so the issue before the Council comes down to this: Mr. Flynt grew the revenue tremendously at the Hustler, the Normandie fell to hard times and never put much in for a very long time. The indication by Mr. Flynt, independently and wanting to make money, is one that resonates of what he has done in the past; it's not a guarantee of income based on what they bring in, it sets the threshold if they don't bring it in. He then asked Council, "Do you want enter into an agreement without any kind of a ceiling threshold between the two clubs, based on the net growth for the future or not?"

Council Member Terauchi commented that he is going to support this item; that he understands Mr. Flynt's position. It's going to take a little bit of time for the development of the Lucky Lady to get up to \$800,000 a month and Mr. Flynt feels like he is subsidizing the City of Gardena for that amount, but he (Terauchi) understands the position of Mr. Lansdell that we have to protect our City and protect our budgets. The amount is a little less than the total of the Hustler and the Normandie Club and he sees the potential with the Lucky Lady. He thinks Mr. Flynt is going to exceed by far with the revenue and believes that it's a win-win situation. Mr. Flynt is a very honest man and very straight forward and is correct when he said that Mr. Lansdell would have never brought this proposal to the Council if it weren't well thought out. It protects our city at the bottom end and it gives Mr. Flynt the opportunity (at the high end) to make a lot of money.

Council Member Medina asked if there is any way to meet half-way on a perpetual premise; start out at the end where Mr. Flynt wanted it originally and perpetually go up on a quarterly or annual basis until we reach the threshold of where the City and Mr. Flynt want to be?

City Manager Lansdell replied that any direction that the Council might have to effectuate a new proposal that might stagger certain thresholds is certainly something the City could look at. The Council has to understand that this new Government Code section doesn't provide the same opportunities that we have had in the past to look over some deal points before making them. This is the first time the Council has seen the proposal from Lucky Lady. Until you got it in your packet, you were not aware of the deal terms and, if Mr. Flynt and his people are interested in doing that, it certainly can be done.

Council Member Medina asked Mr. Flynt is that deal was amenable to him with regard to starting from the level that he proposed last Tuesday?

8. DEPARTMENTAL ITEMS (Continued)

B. ELECTED & ADMINISTRATIVE OFFICES (Continued)

- (4) PUBLIC HEARING: Economic Assistance Agreement with Casino, LLC (Larry Flynt's Lucky Lady Casino) Government Code §53083 (Continued)

Mr. Flynt replied that no threshold was acceptable to him; that it doesn't work for them to guarantee revenue. Either they have a tax incentive package or they don't. He said he doesn't know any other way to do it to be fair; what it comes down to is that they are getting about a two percent (2%) break. He thinks that the City should be more progressive at how businesses are approached in the neighborhood. The Hustler has brought a lot of good to this City that didn't involve just gaming. If the Council wants to know how the Hustler is ran they should talk to Department of Gaming Control, Federal Government, and Homeland Security. Those people will tell you that the Hustler is a gold standard of how a casino should be run in the state of California; the Hustler is a property that you can be proud of.

Council Member Medina asked City Manager Lansdell for clarification: "Is the Council basically approving the latter proposal as opposed to the original proposal from Mr. Flynt?"

City Manager Lansdell replied that the Agreement the Council has in their Agenda packets tonight provides for a threshold amount from the two clubs at \$800,000 before any incentive is paid on the \$2 million from the Lucky Lady.

Mayor Pro Tem Henderson closed the Public Hearing at 9:00 p.m.

It was moved by Council Member Cerda, seconded by Council Member Terauchi, and carried by the following roll call vote to Approve the Economic Assistance Agreement:

Ayes: Council Members Cerda, Terauchi, and Mayor Pro Tem Henderson
Noes: Council Member Medina
Absent: None

B. POLICE, STREETS & DEVELOPMENT SERVICES

- (1) Acceptance and Notice of Completion

(a) Gardena Boulevard Street Improvement, JN 884
Normandie Avenue to Vermont Avenue

(b) 158th Street Improvement, JN 886
Western Avenue to Normandie Avenue
Bannaoun Engineers Construction Corp.

City Manager Lansdell presented the Staff Report.

It was moved by Council Member Cerda, seconded by Council Member Medina, and carried by the following roll call vote to Accept the Project and Order the Recordation of Notice of Completion:

Ayes: Council Members Cerda, Medina, and Terauchi and Mayor Pro Tem Henderson
Noes: None
Absent: None

C. RECREATION, HUMAN SERVICES, PARKS & FACILITIES – No Items

D. TRANSPORTATION – No Items

9. COUNCIL ITEMS, DIRECTIVES & REMARKS

A. COUNCIL ITEMS

(1) NOTICE AND GUIDELINES FOR 60 DAYS TO APPOINT VACANT SEAT

Pursuant to Government Code Section 36512 and Gardena Municipal Code 2.04.150, if the Council does not fill the vacancy of the Mayor within 60 days to serve until the next municipal election date, the City Council is then required to call a special election which is to be held on the next regularly scheduled election date, not less than 114 days from the call of the special election. Tuesday, November 8, 2016, is the next regularly-scheduled election date.

(a) Appointment and Swearing In of Qualified Person to the Position of Mayor

OR

(b) (1) RESOLUTION NO. 6238, Calling and Giving Notice of the Holding of a Special Municipal Election to be Held on Tuesday, November 8, 2016, for the Election of Mayor as Required by the Provisions of the Laws of the State of California Relating to General Law Cities;

RESOLUTION NO. 6238

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF MAYOR AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

AND

(b) (2) RESOLUTION NO. 6239, Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of a Special Municipal Election to be Held on Tuesday, November 8, 2016;

RESOLUTION NO. 6239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016

OR

(c) TAKE NO ACTION TONIGHT; Continue Consideration of an Appointment for the position of Mayor at the Next Regularly-Scheduled Council Meetings. If no appointment is made by August 26, 2016, the end of the 60-day appointment period, the Election of a Mayor will be at the March 7, 2017, General Municipal Election

City Manager Lansdell presented the Staff Report.

Mr. Terry Kennedy and Mr. Cliff Woods spoke in opposition to calling for a Special Election.

Council Member Cerda stated that she would be okay with having a Special Election or do nothing at all; she indicated that there are a couple of things that she would like to point out: back in 2008, the City had a Special Election when Council Member Medina came on board to fill Council Member Medrano's position. The benefit of holding a Special Election would be a greater turnout at the polls, because it's a bigger election. In 2011, there were a few of the Council who were up for re-election, and since no one ran against us, we won by default and there was no election; we saved the City \$75,000.

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

A. COUNCIL ITEMS (Continued)

(1) NOTICE AND GUIDELINES FOR 60 DAYS TO APPOINT VACANT SEAT (Continued)

Mayor Pro Tem Henderson stated that he is opposed to holding a Special Election, but he agrees that the turnout would be greater. The Council just approved our budget and this is an opportunity to save the City some money and show why we were selected to serve the community.

(a) Appointment and Swearing In of Qualified Person to the Position of Mayor (Continued)

Council Member Medina made a motion to nominate Don Dear to be Gardena's Mayor between now and March 2017.

Council Member Cerda asked City Attorney Wallin if it were correct that an elected official can't hold two positions at one time? She believes that Don Dear serves on the Water Board as well.

City Attorney Wallin replied that it is possible that he may have to surrender his position on the Water Board.

Council Member Terauchi stated that Don Dear was Mayor when the City had a \$28 million debt; that it would send a very bad message to the residents of Gardena if we allow Don Dear to fill in as Mayor.

The motion by Council Member Medina did not receive a second; motion failed.

(b) (1) Resolution No. 6238, Giving Notice of Holding a Special Election on November 8, 2016 (Continued) AND

(2) Resolution No. 6239, Requesting Los Angeles County Board of Supervisors to Render Special Services for November 8, 2016, Election (Continued)

No action was taken by Council on this item

(c) Take No Action Tonight: Continue Consideration of an Appointment for the position of Mayor at the New Regularly-Scheduled Council Meetings (Continued)

By Council Consensus, it was decided that 9.A.(1)(c) would be continued for consideration at the July 26, 2016, City Council Meeting.

B. COUNCIL DIRECTIVES

- (1) Mayor Pro Tem Henderson moved that a resolution be adopted in support of the West Los Angeles Veterans Administration Leasing Act to support the House of Representatives bill; Council Member Terauchi seconded the motion. MPT Henderson requested that the resolution be considered at the July 26, 2016, Council Meeting.

C. COUNCIL REMARKS

- (1) COUNCIL MEMBER TERAUCHI – had no reportable action of his attendance to any events. He commented on the current situation that took place in Dallas Texas; that we really need to stand up and support our police officers. Gun violence is getting out of hand. He expressed his thoughts and concerns towards gun violence and how things must be done to regulate the sales. We must all work together as one without violence.
- (2) COUNCIL MEMBER MEDINA – reported that he had an opportunity to tour the desalination plant in Carlsbad, California. The plant collects salt water and, through a process of desalination, converts it into clean drinking water. The West Basin and Metropolitan Water Districts are considering building a desalination plant in the South Bay area. Southern California receives its drinking water from a combination of the Colorado River, aqueducts and aquifers.

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

C. COUNCIL REMARKS

- (2) COUNCIL MEMBER MEDINA (Continued)
Relative to cost effectiveness, salt water will be one of the future options. He attended the Southern California Association of Governments meeting at which Steve Westley, former California State Controller, delivered a report about the millennials, and the automated ways of the future. Lastly, he attended the annual City of Gardena Annual Fireworks Show at Rowley Park on July 4.
- (3) COUNCIL MEMBER CERDA – since the last Council Meeting, she attended one event, the Annual Golf Classic fund raiser sponsored by the Gardena Police Foundation. She went on to say that she supports this organization and gave several examples of what the foundation donates from the funds that are raised. She ended her report by encouraging local business to continue their support of the Foundation.
- (4) MAYOR PRO TEM HENDERSON – opened his report reminding the community of the “Open City Hall” he will host on Saturday, July 16, in the Council Office. Citizens are invited to drop by to speak informally with him on any concerns they might have regarding city issues. He also reminded and invited the community to the next free city-sponsored event: “Concert on the Lawn and Ice Cream Social” to be held at the Civic Center Lawn, also on July 16. He said that he had an opportunity to visit the California National Guard Unit in Gardena, the 140th division, which specializes in chemical, biological and nuclear warfare; they are responsible for responding to any emergencies that require their line of expertise. He also attended the annual Gardena Police Foundation Golf Tournament fundraiser; it was quite interesting. He commented about what is taking place around the country. He challenged the Gardena Chief of Police and the city staff to come up with a solution to help residents to understand community policing.

10. ANNOUNCEMENTS

- (1) An “Open City Hall,” hosted by Mayor Pro Tem Henderson, will be held Saturday, July 16, 2016, from 8:00 a.m. to 11:00 a.m., in the City Council Office.
- (2) The next “Concert on the Lawn and Ice Cream Social” featuring the “Public Works Band,” will be on Saturday, July 16, 2016, from 5:00 p.m. to 7:00 p.m., near the steps of the Nakaoka Community Center.

11. REMEMBRANCES

The Police Officers who lost their lives in the tragic shootings on July 7, 2016, in Dallas, Texas:
Police Senior Corporal Lorne Ahrens; Police Officer Brent Thompson; Police Officer Michael Krol; Police Officer Pat Zamarripa; and Police Sergeant Michael Smith.

12. ADJOURNMENT

At 9:45 p.m., Mayor Pro Tem Henderson announced that the Gardena City Council will adjourn to the next Regular City Council Meeting, at 7:00 p.m., on Tuesday, July 26, 2016.

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

By: _____
Becky Romero, Deputy City Clerk

APPROVED:

Mark E. Henderson, Mayor Pro Tem

MINUTES
Special Meeting of the
City of Gardena City Council
Wednesday, July 20, 2016

The Special Meeting of the City Council of the City of Gardena, California, was called to order at 7:30 p.m. on Wednesday, July 20, 2016, in the Council Chamber of City Hall at 1700 West 162nd Street, Gardena, California; Mayor Pro Tem Mark E. Henderson presiding.

1. ROLL CALL

Present: Mayor Pro Tem Mark E. Henderson; Council Member Terrence Terauchi; Council Member Dan Medina; and Council Member Tasha Cerda. Other City officials and employees present: City Manager Mitchell G. Lansdell; City Attorney Peter L. Wallin; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not present.

2. CITY CLERK CERTIFICATION

"I hereby certify under penalty of perjury under the laws of the State of California that the call and notice of this Special Meeting and the foregoing Agenda was posted in the City Hall lobby and on the City website, delivered to each Councilmember, and sent to each local newspaper of general circulation and radio or television station, requesting notice not less than 24 hours before the meeting. A copy of the Agenda and the Call and Notice of Special Meeting is on file in the Office of the City Clerk."

Duly Noticed by

/s/ MINA SEMENZA.....

Mina Semenza, City Clerk Dated this 18th day of July, 2016

3. PUBLIC HEARING: Economic Assistance Agreement with Casino, LLC (Larry Flynt's Lucky Lady Casino) Government Code §53083

City Manager Lansdell presented the Staff Report.

Mayor Pro Tem Henderson opened the Public Hearing at 7:40 p.m.

The following people spoke and encouraged the City Council to vote to approve the City Economic Assistance Agreement: Wanda Love, Terry Kennedy, Chris Woodward, Tom Candy, Fatima C. Nelson, and Cheral Sherman.

Mayor Pro Tem Henderson asked Mr. Candy how many of the full-time/part-time employees to be employed by the Lucky Lady Casino are Gardena residents?

Mr. Candy replied that he didn't know the exact number and did not want to misquote.

Council Member Medina replied that when he worked at the Normandie Casino, around forty-two percent (42%) if the employees were Gardena residents.

Mayor Pro Tem Henderson stated that it was encouraging to hear that the casinos were going to compete aggressively against each other; he then requested that, when the \$60 million is spent buying materials, he strongly encourages that the money be spent within the City when making the renovations to the new casino.

3. PUBLIC HEARING: Economic Assistance Agreement with Casino, LLC (Larry Flynt's Lucky Lady Casino) Government Code §53083 (Continued)

Council Member Terauchi asked Mr. Candy to define the words substantially diminished?

Mr. Candy replied that the context of several different meanings would need to be considered: it would depend upon the economic circumstances at the time and could be 30%-40% decrease, but he was not sure that it could be defined just by a percentage.

Mayor Pro Tem Henderson asked City Manager Lansdell about the financial impact on the City's general fund; that the item information reports there is an estimated gain to the general fund of roughly \$911,000 and a loss to the general fund of \$729,000 which leaves a net difference of \$190,000 over the term of this Agreement. Regarding that loss, what are some of our potential strategies to recover that money?

City Manager Lansdell replied it's not a net loss but, if they don't open, it's a big loss. The amount of money referenced in his report is a net add above the threshold. The threshold that was set is about the average that the Normandie Casino has been doing over the last five (5) years; if they go above that threshold of \$240,000 a month to us and we start splitting revenue, it's a net add. Yes, it's a loss because we are not getting the full twelve (12%), but if we don't get the investment and we don't get the casino, it's a loss. The City is looking at that as a net add, not as a net loss. They grow the business and the City is sharing the growth.

Council Member Medina commented that he was very blessed to have worked in the casino business for over 10 years. When one looks at a business, look at their track record. If it exceeds its projected forecast, the City has everything to gain and nothing to lose other than time; the only thing that Mr. Candy was alluding to was that the Department of Justice may step in and ask us to do 'stuff' that is not governed by the Department of Justice. Based on the premise that the Lucky Lady and the Hustler are going to compete against each other, it's going to be a win-win situation.

Mayor Pro Tem Henderson then asked, "If the City receives less than the anticipated revenues, how are we to notify Larry Flynt's group with regard to the new Reopener section of the Agreement?"

City Manager Lansdell replied that Section 18. Reopener provides the following: if the Hustler Casino revenues become substantially diminished from recent years' levels, the City may reopen negotiation of the terms of the Agreement upon written notice to the Company (Casino, LLC). Upon receipt of such notice, and for 60 days following thereafter, the City and the Company shall use good faith efforts to negotiate changes to this Agreement that will preserve current levels of tax revenues to the City.

Council Member Cerda stated that she is very happy to know that Mr. Flynt is in Agreement and would like to let the people know who are in attendance tonight that the City Council would like to see the Lucky Lady grow; it is very important to us; and with that she made a motion to approve the Agreement.

Mayor Pro Tem Henderson closed the Public Hearing at 8:05 p.m.

It was moved by Council Member Cerda, seconded by Council Member Medina, and carried by the following roll call vote to Approve the Economic Assistance Agreement:

Ayes: Council Members Cerda, Medina, and Terauchi, and Mayor Pro Tem Henderson
Noes: None
Absent: None

4. ADJOURNMENT

At 8:08 p.m., Mayor Pro Tem Henderson announced that the Gardena City Council will adjourn to the next Regular City Council Meeting, at 7:00 p.m., on Tuesday, July 26, 2016.

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

By: _____
Becky Romero, Deputy City Clerk

APPROVED:

Mark E. Henderson, Mayor Pro Tem

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: July 21, 2016
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) July 26, 2016 TOTAL WARRANTS ISSUED: \$887,663.89

Wire Transfer: 11503-11505
Prepay: 139543-139551
Check Numbers: 139552-139795

Total Pages of Register: 26

July 22, 2016 TOTAL PAYROLL ISSUED: \$2,096,398.36

For: 

J. Ingrid Tsukiyama, City Treasurer

Cc: City Clerk

Voucher List
CITY OF GARDENA

Bank code : usb

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--|------------|------------------------|---------------------------------|------------------|
| 11503 | 7/13/2016 | 104058 ADMINISURE, INC. | 071316 | | WORKERS' COMP CLAIMS ADMINISTR | 20,352.28 |
| | | | | | Total : | 20,352.28 |
| 11504 | 7/19/2016 | 104058 ADMINISURE, INC. | 071916 | | WORKERS' COMP CLAIMS ADMINISTR | 36,856.50 |
| | | | | | Total : | 36,856.50 |
| 11505 | 7/12/2016 | 106110 ADVANCED BENEFIT SOLUTIONS, LLC | 071216 | | HEALTH INSURANCE CLAIMS | 75,569.46 |
| | | | | | Total : | 75,569.46 |
| 139543 | 7/12/2016 | 619005 GAS COMPANY, THE | 070116 | | GAS | 2,443.08 |
| | | | | | Total : | 2,443.08 |
| 139544 | 7/12/2016 | 100391 GARCIA, JAMES | 071616 | | CONCERT ON THE LAWN PERFORMAN | 600.00 |
| | | | | | Total : | 600.00 |
| 139545 | 7/12/2016 | 619003 SOUTHERN CALIFORNIA EDISON | 070816 | | LIGHT & POWER | 37,717.40 |
| | | | | | Total : | 37,717.40 |
| 139546 | 7/12/2016 | 113299 MERRIMAC ENERGY GROUP | 2161707/08 | | 87 OCTANE REGULAR UNLEADED & DI | 11,705.97 |
| | | | | | Total : | 11,705.97 |
| 139547 | 7/14/2016 | 109104 BROWN, KENTEZ | 071416 | | SPECIAL OPERATIONS FUNDING | 500.00 |
| | | | | | Total : | 500.00 |
| 139548 | 7/14/2016 | 109105 DUTCHER, BOB | 071416 | | SPECIAL OPERATIONS FUNDING | 750.00 |
| | | | | | Total : | 750.00 |
| 139549 | 7/20/2016 | 619003 SOUTHERN CALIFORNIA EDISON | 061816 | | LIGHT & POWER | 29,280.89 |
| | | | | | Total : | 29,280.89 |
| 139550 | 7/20/2016 | 619004 GOLDEN STATE WATER CO. | 070816 | | WATER | 10,765.56 |
| | | | | | Total : | 10,765.56 |
| 139551 | 7/20/2016 | 113299 MERRIMAC ENERGY GROUP | 2161835/36 | 037-09397 037-09397 | 87 OCTANE REGULAR UNLEADED FUE | 35,205.38 |
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Voucher List
CITY OF GARDENA

Bank code : usb

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| 139552 | 7/26/2016 | 101007 A&A AUTO GLASS | W009730 | | 2012 FORD F350 INSTALL WINDOW | 392.90 |
| | | | | | Total : | 392.90 |
| 139553 | 7/26/2016 | 101597 ACE BUSINESS MACHINES, INC. | 40101 | | SERVICE CALL - PD IBM TYPEWRITER | 215.00 |
| | | | | | Total : | 215.00 |
| 139554 | 7/26/2016 | 107387 ACOSTA, DESIDERIO | 07/01-07/15/16 | | SPORTS OFFICIAL | 80.00 |
| | | | | | Total : | 80.00 |
| 139555 | 7/26/2016 | 108948 ADAMS-NAULLS, VICKEY | JUNE 2016 | | VOLUNTEER DRIVER | 20.00 |
| | | | | | Total : | 20.00 |
| 139556 | 7/26/2016 | 101602 ADLERHORST INTERNATIONAL, INC. | 72924 | | K-9 ON-SITE MONTHLY TRAINING~ | 2,100.00 |
| | | | | | Total : | 2,100.00 |
| 139557 | 7/26/2016 | 101338 ALCO TARGET COMPANY | 60262 | | POLICE TRAINING TARGETS | 242.36 |
| | | | | | Total : | 242.36 |
| 139558 | 7/26/2016 | 101713 ALL AMERICAN ASPHALT | 170998 | | 139TH STREET IMPROVEMENT JN 893 | 84,743.54 |
| | | | | | Total : | 84,743.54 |
| 139559 | 7/26/2016 | 100925 AMERICAN MOVING PARTS | 01A53393 01A53630 | 037-09350 037-09362 | AIR FILTER BRAKE CHAMBER, CARTRIDGE, FUEL | 62.06 2,661.16 |
| | | | | | Total : | 2,723.22 |
| 139560 | 7/26/2016 | 101410 ANY LAMINATING SERVICE, INC. | 46671 | | LAMINATE - GARDENA ADOPTED BUDG | 67.86 |
| | | | | | Total : | 67.86 |
| 139561 | 7/26/2016 | 105284 APPLIED PLANNING, INC. | 016-0263 | | SAM'S CLUB FUEL STATION PROJECT | 3,197.80 |
| | | | | | Total : | 3,197.80 |
| 139562 | 7/26/2016 | 108867 ARKADIN, INC. | C241177042016 C241177052016 C241177062016 | | ACCUCONFERENCE CONFERENCE CA ACCUCONFERENCE CONFERENCE CA ACCUCONFERENCE CONFERENCE CA | 138.99 132.72 153.77 |
| | | | | | Total : | 425.48 |
| 139563 | 7/26/2016 | 104687 AT&T | 8247897 | | TELEPHONE | 391.81 |

Voucher List
CITY OF GARDENA

Bank code : usb

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 139563 | 7/26/2016 | 104687 104687 AT&T | (Continued) | | Total : | 391.81 |
| 139564 | 7/26/2016 | 100964 AT&T MOBILITY | 287269251365X06016 835577878X07012016 | | PD CELL PHONE ACCT #287269251365 PD CELL PHONE ACCT #835577878~ | 41.85 857.28 Total : 899.13 |
| 139565 | 7/26/2016 | 101051 AZPIRI, MARA | JULY 2016 | | READING/PHONICS/MATH INSTRUCTO | 1,332.00 Total : 1,332.00 |
| 139566 | 7/26/2016 | 103651 BARR & CLARK ENVIRONMENTAL | 41843 | | LBP & ASBESTOS INSPECTION - 13408 | 1,110.00 Total : 1,110.00 |
| 139567 | 7/26/2016 | 103651 BARR & CLARK ENVIRONMENTAL | 41847 | | LBP & ASBESTOS INSPECTION - 1339 M | 950.00 Total : 950.00 |
| 139568 | 7/26/2016 | 103651 BARR & CLARK ENVIRONMENTAL | 41849 | | ASBESTOS INSPECTION - 15067 SUTR | 775.00 Total : 775.00 |
| 139569 | 7/26/2016 | 109186 BARTH, DAVID | PERMIT #14770 | | PERMIT DEPOSIT REFUND - 17111 HAL | 500.00 Total : 500.00 |
| 139570 | 7/26/2016 | 104371 BATES, LEROY | JULY 2016 | | YOUTH GOLF INSTRUCTOR | 120.00 Total : 120.00 |
| 139571 | 7/26/2016 | 102400 BAYSIDE MEDICAL CENTER | 00040431 00040432 8687 | | FIRST AID TREATMENT - E. HENRY FIRST AID TREATMENT - C. REED BLOOD DRAW - H. BELL, J. DOMINGUE | 303.57 140.56 127.20 Total : 571.33 |
| 139572 | 7/26/2016 | 107690 BELL, DONNETTA | JUNE 2016 | | CHILD CARE PROVIDER | 5,054.00 Total : 5,054.00 |
| 139573 | 7/26/2016 | 108742 BIG O'S SILKSCREEN | 2516 | | REC PROGRAM SUPPLIES | 4,434.12 Total : 4,434.12 |
| 139574 | 7/26/2016 | 102805 BLANCO, VERONICA | MAR-JUNE 2016 | | MILEAGE REIMBURSEMENT & GFCC S | 240.56 Total : 240.56 |

Voucher List
CITY OF GARDENA

Bank code : usb

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 139575 | 7/26/2016 | 101005 BLAZE CONE COMPANY, INC. | 28219 | | PARK MAINT SUPPLIES | 1,079.60 |
| | | | | | Total : | 1,079.60 |
| 139576 | 7/26/2016 | 109170 BLODGETT BAYLOSIS | 161409 | | PREPARATION OF MITIGATED NEGATIV | 8,650.00 |
| | | | | | Total : | 8,650.00 |
| 139577 | 7/26/2016 | 108715 BOBBS, CINDY | JUNE 2016 | | CHILD CARE PROVIDER | 2,712.00 |
| | | | | | Total : | 2,712.00 |
| 139578 | 7/26/2016 | 107762 BOOTH, JAY | JUNE 2016 | | VOLUNTEER DRIVER | 15.00 |
| | | | | | Total : | 15.00 |
| 139579 | 7/26/2016 | 109173 BUBBLEMANIA AND COMPANY, LA | 00010144 | | GFCC PARK TRIPS - PARTY PLAYTIME | 350.00 |
| | | | | | Total : | 350.00 |
| 139580 | 7/26/2016 | 105008 CALIFORNIA BUILDING STANDARDS, COMMIS APR-JUN 2016 | | | BUILDING STANDARDS ADMIN SPECIA | 1,373.40 |
| | | | | | Total : | 1,373.40 |
| 139581 | 7/26/2016 | 107369 CALIFORNIA PALMS | 80000616 | | REC PROGRAM SUPPLIES | 2,354.28 |
| | | | | | Total : | 2,354.28 |
| 139582 | 7/26/2016 | 108730 CARILLO, LUIS | JUNE 2016 | | VOLUNTEER DRIVER | 25.00 |
| | | | | | Total : | 25.00 |
| 139583 | 7/26/2016 | 823003 CARL WARREN & COMPANY | JUNE 2016 | | CLAIMS MANAGEMENT | 2,655.04 |
| | | | | | Total : | 2,655.04 |
| 139584 | 7/26/2016 | 103489 CF UNITED LLC | 795 | | CAR WASH - JUNE 2016 | 126.00 |
| | | | | | Total : | 126.00 |
| 139585 | 7/26/2016 | 108378 CHARLES E. THOMAS COMPANY INC. | C11278 | | DESIGNATED OPERATOR SERVICE - JI | 200.00 |
| | | | | | Total : | 200.00 |
| 139586 | 7/26/2016 | 109156 CHAU, NHIEN | PERMIT #14724 | | PERMIT DEPOSIT REFUND - 14930 LA S | 500.00 |
| | | | | | Total : | 500.00 |
| 139587 | 7/26/2016 | 103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/ | JUNE 2016 | | CHILD CARE PROVIDER | 2,572.00 |
| | | | | | Total : | 2,572.00 |

Voucher List
CITY OF GARDENA

Bank code : usb

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 139588 | 7/26/2016 | 101413 CLEAN SCENE SERVICES, INC. | 06-062802 16-062801 | | CLEANING/DISINFECTION OF JAIL CEL CLEANING/DISINFECTION OF JAIL CEL | 1,250.00 1,100.00 Total : 2,350.00 |
| 139589 | 7/26/2016 | 102357 COLLINS, JOHN | JUNE 2016 | | VOLUNTEER DRIVER | 15.00 Total : 15.00 |
| 139590 | 7/26/2016 | 103470 CONNEY SAFETY PRODUCTS | 05168136 05178649 | 037-09321 037-09363 | BUS BIOHAZARD SUPPLIES BUS MECHANICS GLOVES | 249.20 282.96 Total : 532.16 |
| 139591 | 7/26/2016 | 106665 COOPER, LESLIE | 06/16-06/30/16 | | SPORTS SCOREKEEPER | 7.50 Total : 7.50 |
| 139592 | 7/26/2016 | 102388 COPYLAND, INC. | 53908 | | BUS CAR CARDS 11X27.5 | 1,109.34 Total : 1,109.34 |
| 139593 | 7/26/2016 | 104543 COUNTY OF LOS ANGELES | IN0290860 | | PUBLIC HEALTH FEE - NCC | 348.00 Total : 348.00 |
| 139594 | 7/26/2016 | 104543 COUNTY OF LOS ANGELES | IN0270514 | | PUBLIC HEALTH FEE - ROWLEY PARK : | 314.00 Total : 314.00 |
| 139595 | 7/26/2016 | 108799 CSTARS NURSERY, INC. | 28808 28836 | | PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES | 419.18 107.91 Total : 527.09 |
| 139596 | 7/26/2016 | 120219 CYBER SECURITY SOURCE | 7557 | | REC PROGRAM SUPPLIES | 1,495.47 Total : 1,495.47 |
| 139597 | 7/26/2016 | 204776 DE ALWIS, MALLIKA | JUNE 2016 | | CHILD CARE PROVIDER | 3,782.00 Total : 3,782.00 |
| 139598 | 7/26/2016 | 104310 DEPARTMENT OF CONSERVATION | APR-JUN 2016 | | STRONG MOTION INSTRUMENTATION | 4,188.09 Total : 4,188.09 |
| 139599 | 7/26/2016 | 109182 DERBIGNY, JOANN | 14/50610 | | REFUND - YOUTH BASEBALL FEE | 50.00 |

Voucher List
CITY OF GARDENA

Bank code : usb

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 139599 | 7/26/2016 | 109182 109182 DERBIGNY, JOANN | (Continued) | | | Total : 50.00 |
| 139600 | 7/26/2016 | 104343 DISCOUNT SCHOOL SUPPLY | D22788090101 | | FCC PROGRAM SUPPLIES | 456.69 |
| | | | D22788130101 | | FCC PROGRAM SUPPLIES | 284.76 |
| | | | D22788270101 | | FCC PROGRAM SUPPLIES | 165.67 |
| | | | D22788280101 | | FCC PROGRAM SUPPLIES | 300.82 |
| | | | D22788300101 | | FCC PROGRAM SUPPLIES | 1,050.93 |
| | | | D22788320101 | | FCC PROGRAM SUPPLIES | 186.39 |
| | | | | | Total : | 2,445.26 |
| 139601 | 7/26/2016 | 107268 DIVISION OF THE STATE, ARCHITECT | APR-JUN 2016 | | SB 1186 DISABILITY ACCESS & EDUCA | 320.10 |
| | | | | | Total : | 320.10 |
| 139602 | 7/26/2016 | 104276 DREHS, LARRY W. | JULY 2016 | | MARTIALARTS INSTRUCTOR | 1,183.50 |
| | | | | | Total : | 1,183.50 |
| 139603 | 7/26/2016 | 109176 EDISON, ARTHUR | 070416 | | BLOCK PARTY CLEAN-UP DEPOSIT RE | 100.00 |
| | | | | | Total : | 100.00 |
| 139604 | 7/26/2016 | 105392 ENTENMANN-ROVIN COMPANY | 0117639 | | GARDENA PD DOME BADGE - POLICE | 321.73 |
| | | | 0118755 | | GARDENA PD FLAT BADGE - POLICE O | 614.58 |
| | | | 0119492 | | GARDENA PD DOME BADGE - POLICE | 114.55 |
| | | | 0125445 | | EMPLOYEE SERVICE PINS - N. PEPPEI | 423.57 |
| | | | | | Total : | 1,474.43 |
| 139605 | 7/26/2016 | 103795 ESCALANTE FAMILY CHILD CARE | JUNE 2016 | | CHILD CARE PROVIDER | 5,901.00 |
| | | | | | Total : | 5,901.00 |
| 139606 | 7/26/2016 | 107510 ESCALANTE, WENDY E. | JUNE 2016 | | CHILD CARE PROVIDER | 2,424.00 |
| | | | | | Total : | 2,424.00 |
| 139607 | 7/26/2016 | 105650 EWING IRRIGATION PRODUCTS | 1681637 | | PARK MAINT SUPPLIES | 68.98 |
| | | | 1693552 | | PARK MAINT SUPPLIES | 610.90 |
| | | | 1719222 | | PARK MAINT SUPPLIES | 1,033.27 |
| | | | 1719223 | | PARK MAINT SUPPLIES | 28.54 |
| | | | 1771164 | | PARK MAINT SUPPLIES | 25.45 |
| | | | | | Total : | 1,767.14 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------|-----------|--|---|------------------------|--|------------------------------------|
| 139608 | 7/26/2016 | 100055 FAIR HOUSING FOUNDATION | JUNE 2016 | | CDBG CONSULTANT | 1,779.25 |
| Total : | | | | | | 1,779.25 |
| 139609 | 7/26/2016 | 106129 FEDEX | 5-473-97340 5-474-47378 5-474-55338 5-481-60105 | | SHIPPING SERVICES SHIPPING SERVICES SHIPPING SERVICES SHIPPING SERVICES | 26.24 54.31 27.97 177.75 |
| Total : | | | | | | 286.27 |
| 139610 | 7/26/2016 | 103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT | 2509161606 2509901605 BUS 2509901605 HR 2523431606 | | DRUG TEST/ADMIN FEE~ DRUG TEST/ADMIN FEE~ DRUG TEST/ADMIN FEE~ DRUG TEST/ADMIN FEE~ | 225.00 145.00 45.00 20.00 |
| Total : | | | | | | 435.00 |
| 139611 | 7/26/2016 | 106545 FLEETPRIDE | 78464574 | 037-09378 | 3/8 RUBBER AIR BRAKE HOSE | 47.42 |
| Total : | | | | | | 47.42 |
| 139612 | 7/26/2016 | 106334 FLORENCE FILTER CORPORATION | 0100372 | | BLDG MAINT SUPPLIES | 1,179.33 |
| Total : | | | | | | 1,179.33 |
| 139613 | 7/26/2016 | 106607 FORD OF MONTEBELLO | 371998 374526 | 037-09247 037-09355 | PULLEY, VALVE ASSY ENGINE, V10 | 331.68 3,738.70 |
| Total : | | | | | | 4,070.38 |
| 139614 | 7/26/2016 | 303351 FRANCHISE TAX BOARD | JUNE 2016 | | JACQUELINE JAMISON - FTB WITHHOL | 854.25 |
| Total : | | | | | | 854.25 |
| 139615 | 7/26/2016 | 108724 FRIERSON, DANIELLE | 070416 | | BLOCK PARTY CLEAN-UP DEPOSIT RE | 100.00 |
| Total : | | | | | | 100.00 |
| 139616 | 7/26/2016 | 106625 FUKUDA, ALAN | JUNE 2016 | | VOLUNTEER DRIVER | 15.00 |
| Total : | | | | | | 15.00 |
| 139617 | 7/26/2016 | 112566 GALLS, LLC | BC0286585 BC0291631 | | PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES | 1,115.21 286.82 |
| Total : | | | | | | 1,402.03 |

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| 139618 | 7/26/2016 | 109172 GARCIA, APOLONIO | 063016 | | REFUND - CHILD CARE FEES | 42.00 |
| | | | | | Total : | 42.00 |
| 139619 | 7/26/2016 | 107724 GARCIA, CLAUDIA CRISTINA | JUNE 2016 | | CHILD CARE PROVIDER | 6,304.00 |
| | | | | | Total : | 6,304.00 |
| 139620 | 7/26/2016 | 108822 GARCIA, MARIELA | 07/01-07/31/16 | | POLICE DEPT INTERN SERVICES | 2,520.00 |
| | | | | | Total : | 2,520.00 |
| 139621 | 7/26/2016 | 207133 GARCIA, NANCY C. | JUNE 2016 | | CHILD CARE PROVIDER | 5,115.00 |
| | | | | | Total : | 5,115.00 |
| 139622 | 7/26/2016 | 207303 GARCIA, PEGGY | JUNE 2016 | | VOLUNTEER DRIVER | 40.00 |
| | | | | | Total : | 40.00 |
| 139623 | 7/26/2016 | 107008 GARDENA A/C & RADIATOR | 49065 | 037-09364 | 2002 FORD 3450 #1130074 REPAIR A/C | 85.00 |
| | | | | | Total : | 85.00 |
| 139624 | 7/26/2016 | 108183 GARDENA ACE HARDWARE | 028687 | | BLDG MAINT SUPPLIES | 7.76 |
| | | | | | Total : | 7.76 |
| 139625 | 7/26/2016 | 107030 GARDENA AUTO PARTS | 027785 | | PD AUTO SUPPLIES | 16.09 |
| | | | 034201 | 037-09341 | UNIT 826 - SEAL | 2.99 |
| | | | 034243 | | CORE DEPOSIT RETURN | -29.98 |
| | | | 034271 | 037-09342 | UNIT 827 - STARTER | 185.95 |
| | | | 034425 | | PW AUTO PARTS | 8.75 |
| | | | 034431 | 037-09347 | UNIT 827 - BATTERY | 137.70 |
| | | | 034450 | 037-09348 | STARTER | 256.11 |
| | | | 034776 | 037-09365 | UNIT 876 - BRAKE ROTOR, BEARING, S | 339.57 |
| | | | 034818 | 037-09367 | UNIT 426 - ENGINE MOUNT | 130.78 |
| | | | 034846 | 037-09366 | BUS SHOP SUPPLIES | 489.73 |
| | | | 035011 | 037-09380 | UNIT 426 - TRANS MOUNT | 15.79 |
| | | | 035217 | 037-09381 | UNIT 538 - TRANS FILTER & OIL | 8.57 |
| | | | 035276 | 037-09393 | UNIT 538 - BRAKE PADS | 38.92 |
| | | | | | Total : | 1,600.97 |
| 139626 | 7/26/2016 | 107495 GARDENA CAR WASH | JUN 2016 PD | | CAR WASH - PD | 599.63 |

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|---------|-----------|-----------------------------------|--------------------------|------------------------|--|------------------|
| 139626 | 7/26/2016 | 107495 107495 GARDENA CAR WASH | (Continued) | | | Total : 599.63 |
| 139627 | 7/26/2016 | 107011 GARDENA VALLEY NEWS, INC. | 00043494 | | PUBLIC NOTICE - EDWARD BYRNE JAC | 173.75 |
| | | | | | | Total : 173.75 |
| 139628 | 7/26/2016 | 106085 GBS LINENS | 221301-31 | | LAUNDRY SERVICES - BANQUETS | 1,227.45 |
| | | | | | | Total : 1,227.45 |
| 139629 | 7/26/2016 | 107775 GLOVER, CHANELL DENISE | JUNE 2016 | | CHILD CARE PROVIDER | 1,923.00 |
| | | | | | | Total : 1,923.00 |
| 139630 | 7/26/2016 | 108906 GOLDEN, CEIL | JUNE 2016 | | VOLUNTEER DRIVER | 25.00 |
| | | | | | | Total : 25.00 |
| 139631 | 7/26/2016 | 109181 GOMEZ, JONATHAN | 2068 | | INSTALLATION OF SPECIAL DEPT EQU | 157.47 |
| | | | | | | Total : 157.47 |
| 139632 | 7/26/2016 | 107513 GRAINGER | 9146707675 9159988089 | 037-09334 037-09368 | BUS WASH SUPPLIES BUS WASH & PARTS DEPT | 76.23 74.08 |
| | | | | | | Total : 150.31 |
| 139633 | 7/26/2016 | 108956 HANOVER DISPLAYS INC. | 511006 | 037-08987 | HANOVER DISPLAY UPGRADE | 750.00 |
| | | | | | | Total : 750.00 |
| 139634 | 7/26/2016 | 108949 HELM, SUSAN | JUNE 2016 | | VOLUNTEER DRIVER | 5.00 |
| | | | | | | Total : 5.00 |
| 139635 | 7/26/2016 | 108607 HENDERSON-BATISTE, TANEKA | JUNE 2016 | | CHILD CARE PROVIDER | 1,195.00 |
| | | | | | | Total : 1,195.00 |
| 139636 | 7/26/2016 | 208131 HENRY, LEONIDES | 03/01-03/15/16 | | SPORTS OFFICIAL | 200.00 |
| | | | | | | Total : 200.00 |
| 139637 | 7/26/2016 | 109169 HOLLIDAY, DAVID | DR #15-7140 | | RETURN MONEY BOOKED AS EVIDENC | 43.00 |
| | | | | | | Total : 43.00 |
| 139638 | 7/26/2016 | 108434 HOME DEPOT CREDIT SERVICES | 0022409 0570498 | | PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES | 23.83 138.80 |

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|---------|-----------|-----------------------------------|-------------|------|-----------------------------------|-----------------|
| 139638 | 7/26/2016 | 108434 HOME DEPOT CREDIT SERVICES | (Continued) | | | |
| | | | 1044719 | | PD PROGRAM SUPPLIES | 538.18 |
| | | | 1353630 | | PARK MAINT SUPPLIES | 112.26 |
| | | | 4351728 | | HOME IMPROVEMENT PROGRAM | 39.02 |
| | | | 5351657 | | HOME IMPROVEMENT PROGRAM | 68.05 |
| | | | 6021978 | | BLDG MAINT SUPPLIES | 6.51 |
| | | | 6351627 | | HOME IMPROVEMENT PROGRAM | 102.72 |
| | | | 7351558 | | HOME IMPROVEMENT PROGRAM | 148.52 |
| | | | 7352163 | | PW STREET MAINT SUPPLIES | 59.32 |
| | | | 8352083 | | HOME IMPROVEMENT PROGRAM | 38.83 |
| | | | 8562697 | | REC PROGRAM SUPPLIES | 12.93 |
| | | | 9022444 | | PD PROGRAM SUPPLIES | 28.68 |
| | | | 9352002 | | HOME IMPROVEMENT PROGRAM | 114.97 |
| | | | | | Total : | 1,432.62 |
| 139639 | 7/26/2016 | 102313 HUDSON COLLISION INC. | 3330 | | 2016 FORD EXPL VIN#GB12980 REAR E | 807.64 |
| | | | 3332 | | 2015 FORD EXPL #1462843 BRAKE SEF | 500.55 |
| | | | 3334 | | 2015 FORD EXPL #1462933 OIL CHANG | 42.59 |
| | | | 3338 | | 2014 FORD EXPL #1442248 REPLACE E | 409.27 |
| | | | 3339 | | 2012 CHEV TAHOE #1415462 BRAKE SE | 506.40 |
| | | | 3344 | | 2016 FORD EXPL #1488056 BRAKE SEF | 457.96 |
| | | | 3347 | | 2010 DODG CHARGER #1327044 FUEL | 435.78 |
| | | | | | Total : | 3,160.19 |
| 139640 | 7/26/2016 | 208613 HUGHES FAMILY DAY CARE | JUNE 2016 | | CHILD CARE PROVIDER | 1,938.00 |
| | | | | | Total : | 1,938.00 |
| 139641 | 7/26/2016 | 209340 INAZAKI, HARUNO | JUNE 2016 | | VOLUNTEER DRIVER | 20.00 |
| | | | | | Total : | 20.00 |
| 139642 | 7/26/2016 | 107908 INSITE GRAFIX | 2801 | | CUSTOM GRAPHICS - UNIT P11 | 599.50 |
| | | | 2838 | | CUSTOM GRAPHICS - UNIT P22 | 599.50 |
| | | | 2941 | | CUSTOM GRAPHICS - UNIT PE-1 PARK | 490.50 |
| | | | | | Total : | 1,689.50 |
| 139643 | 7/26/2016 | 105140 IPTELSUPPORT | COG-02 | | CISCO UNIFIED WORKSPACE LICENSE | 5,314.84 |
| | | | | | Total : | 5,314.84 |

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|---------|-----------|--|------------------|-----------|--|--|
| 139644 | 7/26/2016 | 108555 JALISCO TIRE & AUTO REPAIR | 062316 062516 | | (2) BALANCE & MOUNT TIRES ALIGNMENT - UNIT C3 | 25.00 40.00 Total : 65.00 |
| 139645 | 7/26/2016 | 210001 JAMISON, JACQUELYN | JUNE 2016 | | CHILD CARE PROVIDER | 2,562.75 Total : 2,562.75 |
| 139646 | 7/26/2016 | 105226 JEKAL FAMILY CHILD CARE | JUNE 2016 | | CHILD CARE PROVIDER | 4,464.00 Total : 4,464.00 |
| 139647 | 7/26/2016 | 102856 JONES, NATHAN A. | SPRING 2016 | | EDUCATIONAL REIMBURSEMENT | 446.00 Total : 446.00 |
| 139648 | 7/26/2016 | 211429 KEMP, TAMARA | JULY 2016 | | DANCE INSTRUCTOR | 1,694.00 Total : 1,694.00 |
| 139649 | 7/26/2016 | 105098 KENNELLY, JOANN | JUNE 2016 | | VOLUNTEER DRIVER | 10.00 Total : 10.00 |
| 139650 | 7/26/2016 | 109177 KING, CHERI | 070316 | | BLOCK PARTY CLEAN-UP DEPOSIT RE | 100.00 Total : 100.00 |
| 139651 | 7/26/2016 | 105900 KONECRANES, INC. | SFS01125271 | 037-08322 | PREV MAINT AND INSPECTION OF CR/ | 400.00 Total : 400.00 |
| 139652 | 7/26/2016 | 108349 KOSMONT COMPANIES | 0015 | | CONSULTING SERVICES - PUBLIC SAF | 3,511.80 Total : 3,511.80 |
| 139653 | 7/26/2016 | 312655 L.A. COUNTY AUDITOR-CONTROLLER | 2016-2017 | | LOCAL AGENCY FORMATION COMMIS | 2,510.81 Total : 2,510.81 |
| 139654 | 7/26/2016 | 312248 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR IN160001379 | | | LABOR & EQUIP CHARGES - TS 0548 | 867.93 Total : 867.93 |
| 139655 | 7/26/2016 | 312113 L.A. COUNTY SHERIFF'S DEPT | 164961SS | | INMATE MEAL DELIVERY PROGRAM - | 1,560.68 Total : 1,560.68 |
| 139656 | 7/26/2016 | 112015 LACERDA, DALVANICE | JUNE 2016 | | CHILD CARE PROVIDER | 7,578.00 |

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| 139656 | 7/26/2016 | 112015 112015 LACERDA, DALVANICE | (Continued) | | | Total : 7,578.00 |
| 139657 | 7/26/2016 | 112014 LAKESHORE LEARNING MATERIALS | 3451160716 | | FCC PROGRAM SUPPLIES | 1,997.73 |
| | | | | | | Total : 1,997.73 |
| 139658 | 7/26/2016 | 105874 LAWSON PRODUCTS, INC. | 9304212518 | 037-09369 | SHOP SUPPLIES, NUTS, BOLTS, ETC. | 1,152.51 |
| | | | | | | Total : 1,152.51 |
| 139659 | 7/26/2016 | 112129 LEE BROTHERS TRUCK BODY, INC. | 116-303 116-322 | | UNIT #59 - FURNISH (2) SPECIAL PINS UNIT #20 - 3-HOLE STEEL TAIL LIGHT | 96.90 230.48 |
| | | | | | | Total : 327.38 |
| 139660 | 7/26/2016 | 103704 LEGAUX, CLIFFORD | JULY 2016 | | TENNIS INSTRUCTOR | 820.00 |
| | | | | | | Total : 820.00 |
| 139661 | 7/26/2016 | 212132 LEW, DIANA | JULY 2016 | | PIANO INSTRUCTOR | 1,237.00 |
| | | | | | | Total : 1,237.00 |
| 139662 | 7/26/2016 | 108023 LEXIPOL LLC | 17240 | | LAW ENFORCEMENT POLICY MANUAL | 7,400.00 |
| | | | | | | Total : 7,400.00 |
| 139663 | 7/26/2016 | 102233 LITTLE PEOPLE DAY CARE | JUNE 2016 | | CHILD CARE PROVIDER | 5,580.00 |
| | | | | | | Total : 5,580.00 |
| 139664 | 7/26/2016 | 108807 LOCKE LORD LLP | 1248171 | | PROFESSIONAL SERVICES - JUNE 201 | 21,283.56 |
| | | | | | | Total : 21,283.56 |
| 139665 | 7/26/2016 | 212497 LOH, JOSEPH | 070116 | | MEDICAL REIMBURSEMENT | 1,330.07 |
| | | | | | | Total : 1,330.07 |
| 139666 | 7/26/2016 | 109178 LUKE R WATSON, M.D., INC | 3560205370 | | MEDICAL SERVICES - R. ESCOBAR | 2.25 |
| | | | | | | Total : 2.25 |
| 139667 | 7/26/2016 | 112615 LU'S LIGHTHOUSE, INC. | 625318 625501 625797 625861 | 037-09358 037-09370 037-09358 037-09358 | FLARE KIT, LIGHT LIT, LED LAMP, WIRE RELAY, LED LAMP, FUSE HOLDER, BRA LED LAMP LED 6-DIODE | 1,025.33 520.26 534.63 228.28 |

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|---------|-----------|--|--|-----------|--|-----------------------------------|
| 139667 | 7/26/2016 | 112615 112615 LU'S LIGHTHOUSE, INC. | (Continued) | | | Total : 2,308.50 |
| 139668 | 7/26/2016 | 108613 MADRID, DANIELA | 07/01-07/31/16 | | POLICE DEPT INTERN SERVICES | 3,066.00 |
| | | | | | | Total : 3,066.00 |
| 139669 | 7/26/2016 | 114143 MAILFINANCE | H6031054 | | POSTAGE MAILING MACHINE LEASE | 881.26 |
| | | | | | | Total : 881.26 |
| 139670 | 7/26/2016 | 105082 MAJESTIC LIGHTING, INC. | ML59019 ML59084 ML59231 ML59304 | | SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES | 66.22 87.18 84.17 522.12 |
| | | | | | | Total : 759.69 |
| 139671 | 7/26/2016 | 113036 MANERI SIGN CO., INC. | 40000164 | 037-09336 | SIGN - BUS STOP SIGN FOR LINE 1X | 732.89 |
| | | | | | | Total : 732.89 |
| 139672 | 7/26/2016 | 104841 MAR-CO EQUIPMENT COMPANY | 134547 134549 | | PW SWEEPER SUPPLIES PW SWEEPER SUPPLIES | 401.77 637.54 |
| | | | | | | Total : 1,039.31 |
| 139673 | 7/26/2016 | 107951 MARK HANDLER & ASSOCIATES | JUNE 2016 | | BUILDING INSPECTION SERVICES | 8,271.25 |
| | | | | | | Total : 8,271.25 |
| 139674 | 7/26/2016 | 107644 MARTINEZ, CHERYL NAOMI | JUNE 2016 | | CHILD CARE PROVIDER | 4,268.00 |
| | | | | | | Total : 4,268.00 |
| 139675 | 7/26/2016 | 104773 MARTINEZ, KAMBY | JUNE 2016 | | CHILD CARE PROVIDER | 5,272.00 |
| | | | | | | Total : 5,272.00 |
| 139676 | 7/26/2016 | 109175 MARTINEZ, MAGGIE | 070416 | | BLOCK PARTY CLEAN-UP DEPOSIT RE | 100.00 |
| | | | | | | Total : 100.00 |
| 139677 | 7/26/2016 | 104903 MARTIN'S QUALITY TRUCK BODY, INC. | 51116 | | SEWER PROGRAM SUPPLIES | 654.00 |
| | | | | | | Total : 654.00 |
| 139678 | 7/26/2016 | 113046 MARX BROS. FIRE EXTINGUISHER, CO., INC. | M10907 | 037-09351 | FIRE EXTINGUISHER SERVICE - (3) #25 | 975.00 |

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| 139678 | 7/26/2016 | 113046 | 113046 MARX BROS. FIRE EXTINGUISHER, CO., (Continued) | | | Total : 975.00 |
| 139679 | 7/26/2016 | 113064 | MCMASTER-CARR SUPPLY COMPANY | 65690248 66951608 67517591 68555278 68898774 | 037-09318 037-09345 037-09359 037-09359 037-09371 | BUS SHOP SUPPLIES 329.79 BUS SHOP TOOLS 52.61 BUS SHOP SUPPLIES -40.50 BUS SHOP, FACILITY & STOCK SUPPLII 2,568.50 BUS SHOP TOOLS - ELECTRONICS RO 67.27 Total : 2,977.67 |
| 139680 | 7/26/2016 | 113125 | MEMORIAL HOSPITAL OF GARDENA | 1000187028 1000187459 1000187462 1000187463 1000187464 | | ER SERVICES - E. MIGUEL 253.05 ER SERVICES - C. KIMONI 253.05 ER SERVICES - DZ. JOSE 253.05 ER SERVICES - M. MICHAEL 164.34 ER SERVICES - H. ANGEL 336.18 Total : 1,259.67 |
| 139681 | 7/26/2016 | 108699 | MEZIERE ENTERPRISES INC. | 25354 | 037-09372 | ELECTRIC WATER PUMP 1,623.62 Total : 1,623.62 |
| 139682 | 7/26/2016 | 102534 | MONCADA, BARBARA | JUNE 2016 | | VOLUNTEER DRIVER 40.00 Total : 40.00 |
| 139683 | 7/26/2016 | 108604 | MOORE, VELTA | JUNE 2016 | | CHILD CARE PROVIDER 4,169.00 Total : 4,169.00 |
| 139684 | 7/26/2016 | 107505 | MOUSER ELECTRONICS, INC. | 41318741 | 037-09353 | UNIT 885 - FUEL PUMP RELAY 28.41 Total : 28.41 |
| 139685 | 7/26/2016 | 203444 | MUSICK-CHUNG, SANDRA | JULY 2016 | | YOUTH GYMNASTICS INSTRUCTOR 1,452.00 Total : 1,452.00 |
| 139686 | 7/26/2016 | 113605 | MUTUAL LIQUID GAS & EQUIPMENT, CO., INC 260840 | | | PROPANE GAS 216.83 Total : 216.83 |
| 139687 | 7/26/2016 | 101421 | NATIONAL CONSTRUCTION RENTALS, INC. | 4475372 | | RENTAL - 6FT TEMPORARY FENCE, 6F 135.20 Total : 135.20 |

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| 139688 | 7/26/2016 | 114140 NATIONAL TACTICAL OFFICERS, ASSOCIATIO | 27693 6/29/16 | | TACTICAL EDGE TEAM MEMBERSHIP F | 150.00 |
| | | | | | Total : | 150.00 |
| 139689 | 7/26/2016 | 103410 NELSON, KATHY ANN | 071216 | | MEDICAL REIMBURSEMENT | 286.99 |
| | | | | | Total : | 286.99 |
| 139690 | 7/26/2016 | 101748 NEW FLYER OF AMERICA | 81000227 | 037-09319 | SENSOR, CLAMP, GASKET | 775.03 |
| | | | | | Total : | 775.03 |
| 139692 | 7/26/2016 | 115168 OFFICE DEPOT | 1949550473 | | REC OFFICE SUPPLIES | 65.37 |
| | | | 839640675 | | BUS OFFICE SUPPLIES | 188.03 |
| | | | 845243527 | 037-09349 | BUS OFFICE SUPPLIES | 173.14 |
| | | | 845342971 | | PD OFFICE SUPPLIES | 21.76 |
| | | | 845343281 | | PD OFFICE SUPPLIES | 32.53 |
| | | | 845833230 | | PRINT SHOP OFFICE SUPPLIES | 197.08 |
| | | | 845833318 | | PRINT SHOP OFFICE SUPPLIES | 40.42 |
| | | | 845833319 | | PRINT SHOP OFFICE SUPPLIES | 11.37 |
| | | | 845931261 | | CT OFFICE SUPPLIES | 53.75 |
| | | | 845931598 | | CT OFFICE SUPPLIES | 17.80 |
| | | | 845931599 | | CT OFFICE SUPPLIES | 15.33 |
| | | | 846027852 | | CDD OFFICE SUPPLIES | 106.66 |
| | | | 846061204 | | CDD OFFICE SUPPLIES | 92.64 |
| | | | 846061284 | | CDD OFFICE SUPPLIES | 36.79 |
| | | | 846076735 | | FCC OFFICE SUPPLIES | 321.95 |
| | | | 846076753 | | FCC OFFICE SUPPLIES | 43.59 |
| | | | 846076754 | | FCC OFFICE SUPPLIES | 834.76 |
| | | | 846530528 | | CT OFFICE SUPPLIES | 56.67 |
| | | | 846789063 | | PD OFFICE SUPPLIES | 80.71 |
| | | | 846913023 | | PD OFFICE SUPPLIES | 296.13 |
| | | | 846931488 | | PD OFFICE SUPPLIES | 78.61 |
| | | | 847311826 | | HR OFFICE SUPPLIES | 154.77 |
| | | | 847312504 | | HR OFFICE SUPPLIES | 27.24 |
| | | | 847314089 | | CM OFFICE SUPPLIES | 117.25 |
| | | | 847391203 | | FIN OFFICE SUPPLIES | 504.32 |
| | | | 847731202 | | FCC OFFICE SUPPLIES | 183.02 |
| | | | 847731465 | | FCC OFFICE SUPPLIES | 217.95 |
| | | | 847731466 | | FCC OFFICE SUPPLIES | 68.65 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------|-----------|---------------------------------------|--|------------------------|---|---|
| 139692 | 7/26/2016 | 115168 OFFICE DEPOT | (Continued) 847731467 847915080 847915304 847915705 847915757 848068299 848069872 848111630 848157405 | | FCC OFFICE SUPPLIES ECON DEV OFFICE SUPPLIES ECON DEV OFFICE SUPPLIES FCC OFFICE SUPPLIES FCC OFFICE SUPPLIES ECON DEV OFFICE SUPPLIES PD OFFICE SUPPLIES FCC OFFICE SUPPLIES FCC OFFICE SUPPLIES | 29.91 75.62 18.52 40.10 103.99 86.91 45.07 97.85 229.74 |
| Total : | | | | | | 4,766.00 |
| 139693 | 7/26/2016 | 108354 ONLINE RADIOLOGY MEDICAL GROUP | B14983 A87 | | MEDICAL SERVICES - M. RUIZ | 32.00 |
| Total : | | | | | | 32.00 |
| 139694 | 7/26/2016 | 315305 ORANGE COUNTY SHERIFF'S DEPT. | LOPEZ 8/1-9/2 | | REGISTRATION - T. LOPEZ - CORRECT | 269.00 |
| Total : | | | | | | 269.00 |
| 139695 | 7/26/2016 | 315305 ORANGE COUNTY SHERIFF'S DEPT. | IZAGUIRRE 8/1-9/2 | | REGISTRATION - K. IZAGUIRRE - | 269.00 |
| Total : | | | | | | 269.00 |
| 139696 | 7/26/2016 | 107466 ORANGE, RHONDA | JUNE 2016 | | VOLUNTEER DRIVER | 10.00 |
| Total : | | | | | | 10.00 |
| 139697 | 7/26/2016 | 109076 PADUA, REDWIN | 05/15-05/28/16 ADJ 05/29-06/11/16 ADJ 07/10-07/16/16 | | IT INTERN IT INTERN IT INTERN | -60.00 -60.00 300.00 |
| Total : | | | | | | 180.00 |
| 139698 | 7/26/2016 | 116004 PARKHOUSE TIRE, INC. | 1010494844 1010508785 | 037-09343 037-09346 | TIRE DISPOSAL FEE ROAD/EMERGENCY SERVICE - BUS 76 | 87.00 293.88 |
| Total : | | | | | | 380.88 |
| 139699 | 7/26/2016 | 109138 PARTEK SOLUTIONS | 20380 | | PD PROGRAM SUPPLIES | 1,892.41 |
| Total : | | | | | | 1,892.41 |
| 139700 | 7/26/2016 | 109183 PATIN, GWEN | 183/49987 | | REFUND - YOUTH BASEBALL FEE | 50.00 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|-------------------------------------|--------------------------------------|--|--|--|
| 139700 | 7/26/2016 | 109183 109183 PATIN, GWEN | (Continued) | | | Total : 50.00 |
| 139701 | 7/26/2016 | 100495 PATIN, KEOWN | 07/01-07/15/16 | | SPORTS OFFICIAL | 80.00 Total : 80.00 |
| 139702 | 7/26/2016 | 100616 PEPE'S TOWING SERVICE, INC. | 14136 16494 16558 16562 | 037-09386 037-09388 037-09385 037-09387 | TOWING SERVICES FOR BUS #707 TOWING SERVICES FOR BUS #764 TOWING SERVICES FOR BUS #707 TOWING SERVICES FOR BUS #714 | 375.00 340.00 340.00 340.00 Total : 1,395.00 |
| 139703 | 7/26/2016 | 716100 PEREZ, DEBBIE | JUNE 2016 | | VOLUNTEER DRIVER | 20.00 Total : 20.00 |
| 139704 | 7/26/2016 | 307101 PETTY CASH FUND | 06/23-07/05/16 07/07-07/19/16 | | REPLENISH PETTY CASH REPLENISH PETTY CASH | 396.88 22.24 Total : 419.12 |
| 139705 | 7/26/2016 | 307103 PETTY CASH FUND | 071516 | | REPLENISH UUT PETTY CASH | 351.48 Total : 351.48 |
| 139706 | 7/26/2016 | 101996 PHILLIPS 66 CO/GECRB | 070216 | | FUEL PURCHASES | 297.54 Total : 297.54 |
| 139707 | 7/26/2016 | 101958 PROFORCE LAW ENFORCEMENT | 276183 276809 278522 278978 | | PD TACTICAL EQUIPMENT PD TACTICAL EQUIPMENT 40MM SMOKELESS POWDER EXTRAC SFL ARM TAC FIXED POCKETS | 162.65 290.63 131.58 190.46 Total : 775.32 |
| 139708 | 7/26/2016 | 108045 PROSOURCE FACILITY SUPPLY | 15902 16248 | | CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES | 475.10 289.72 Total : 764.82 |
| 139709 | 7/26/2016 | 102677 PROVIDENCE HEALTH & SERVICES | 600000283 7/5/16 | | PRE-EMPLOY PHYS, DRUG SCREEN, F | 2,400.00 Total : 2,400.00 |
| 139710 | 7/26/2016 | 108295 PROVIDENCE MEDICAL INSTITUTE | 3021461290 | | FIRST AID TREATMENT - T. SHIN | 290.00 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 139710 | 7/26/2016 | 108295 PROVIDENCE MEDICAL INSTITUTE | (Continued) 3021461310 3021529780 | | FIRST AID TREATMENT - T. SHIN FIRST AID TREATMENT - T. SHIN | 161.00 31.00 Total : 482.00 |
| 139711 | 7/26/2016 | 103907 QUINN COMPANY | PC810746192 PC810746331 | | PW MAINT SUPPLIES PW MAINT SUPPLIES | 56.14 11.76 Total : 67.90 |
| 139712 | 7/26/2016 | 100147 RCI IMAGE SYSTEMS | 0074859 | | PREP & SCANNING - BUILDING PERMIT | 843.37 Total : 843.37 |
| 139713 | 7/26/2016 | 103072 REACH | 0716308 | | EAP SERVICES/REACHLINE NEWSLET | 902.00 Total : 902.00 |
| 139714 | 7/26/2016 | 101511 READYFRESH | 16G0019345271 | | DRINKING WATER SERVICE | 8.15 Total : 8.15 |
| 139715 | 7/26/2016 | 118142 REFRIGERATION SUPPLIES, DISTRIBUTOR | 48312398 48312595 | | BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES | 2,027.51 65.66 Total : 2,093.17 |
| 139716 | 7/26/2016 | 118476 RICOH USA, INC. | 21063815 21063817 21063819 21457571 5042539150 5042617830 5043174925 5043174972 9013422696 9015472191 9015840492 9016380376 9016477374 | 023-00936 023-00936 023-00936 023-00960 023-00960 023-00936 023-00936 023-00960 023-00936 | RICOH MPC3503 COPIER LEASE - PD C RICOH MPC3503 COPIER LEASE - CDD RICOH MPC3503 COPIER LEASE - CM RICOH MPC3503 COPIER LEASE - FCC BILLABLE OVERAGE - RICOH 1107EX - BILLABLE OVERAGE - MPC5501 COPIE BILLABLE OVERAGE - MP C3300SPF C BILLABLE OVERAGE - MPC3300SPF C RICOH MPC3503 COPIER LEASE - FCC RICOH MPC6003 COPIER LEASE - PD S RICOH PRO8100S & MPC6502 LEASE - RICOH MPC3503 COPIER LEASE - FCC RICOH PRO8100S COPIER LEASE - PD | 127.15 125.71 185.23 206.85 1,102.43 582.98 557.47 162.51 252.42 614.52 679.53 246.10 455.48 Total : 5,298.38 |
| 139717 | 7/26/2016 | 109180 RIM, CHARLES A | PERMIT #14820 | | PERMIT DEPOSIT REFUND - 16022 HAL | 500.00 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|---|-------------|------|----------------------------------|-------------------|
| 139717 | 7/26/2016 | 109180 109180 RIM, CHARLES A | (Continued) | | | Total : 500.00 |
| 139718 | 7/26/2016 | 107343 ROACH, GERALD | JUNE 2016 | | VOLUNTEER DRIVER | 15.00 |
| | | | | | | Total : 15.00 |
| 139719 | 7/26/2016 | 218428 ROBLEDO, LYDIA | 071316 | | MEDICAL REIMBURSEMENT | 888.00 |
| | | | | | | Total : 888.00 |
| 139720 | 7/26/2016 | 108581 ROYAL ARMS INTERNATIONAL | 1116-WOO | | PD AMMUNITION SUPPLIES | 375.00 |
| | | | | | | Total : 375.00 |
| 139721 | 7/26/2016 | 119126 S.B.R.P.C.A. | 02892 | | GARDENA STYLE UTILITY LINE EX BO | 14,388.00 |
| | | | | | | Total : 14,388.00 |
| 139722 | 7/26/2016 | 119022 SAFEMART OF SOUTHERN, CALIFORNIA | 88756 | | BLDG MAINT SUPPLIES | 1,376.35 |
| | | | 88769 | | DUPLICATE KEYS | 4.91 |
| | | | 88914 | | DUPLICATE KEYS | 6.54 |
| | | | 88915 | | DUPLICATE KEYS | 129.37 |
| | | | 88921 | | BLDG MAINT SUPPLIES | 1,313.77 |
| | | | | | | Total : 2,830.94 |
| 139723 | 7/26/2016 | 119015 SAFETY-KLEEN CORPORATION | 70395592 | | SERVICE (3) AQUEOUS PARTS WASHE | 971.26 |
| | | | | | | Total : 971.26 |
| 139724 | 7/26/2016 | 119019 SALES MAX INC. | 38052 | | EMERGENCY SERVICES FOOD PANTR | 1,874.80 |
| | | | | | | Total : 1,874.80 |
| 139725 | 7/26/2016 | 102833 SAMAME, LILIANA | JUNE 2016 | | CHILD CARE PROVIDER | 2,461.00 |
| | | | | | | Total : 2,461.00 |
| 139726 | 7/26/2016 | 119016 SAM'S CLUB | 3463 | | REC PROGRAM SUPPLIES | 51.78 |
| | | | 7912 | | REC PROGRAM SUPPLIES | 143.40 |
| | | | 8813 | | REC PROGRAM SUPPLIES | 57.62 |
| | | | 9454 | | PD PROGRAM SUPPLIES | 17.27 |
| | | | | | | Total : 270.07 |
| 139727 | 7/26/2016 | 119844 SAN CLEMENTE GOLF COURSE | 81316 | | GRAGA TOURNAMENT - GREEN FEES | 1,560.00 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--|----------------------------------|-------------------------------------|--|------------------------|
| 139727 | 7/26/2016 | 119844 119844 SAN CLEMENTE GOLF COURSE | (Continued) | | | Total : 1,560.00 |
| 139728 | 7/26/2016 | 105097 SANADA, CRAIG | JUNE 2016 | | VOLUNTEER DRIVER | 30.00 |
| | | | | | | Total : 30.00 |
| 139729 | 7/26/2016 | 109011 SANCARRANCO, SANDRA | 07/03-07/09/16 07/10-07/16/16 | | ENGINEERING INTERN ENGINEERING INTERN | 450.00 450.00 |
| | | | | | | Total : 900.00 |
| 139730 | 7/26/2016 | 107465 SATO, KATHY | JUNE 2016 | | VOLUNTEER DRIVER | 45.00 |
| | | | | | | Total : 45.00 |
| 139731 | 7/26/2016 | 106197 SAUER, ROSA | 070416 | | BLOCK PARTY CLEAN-UP DEPOSIT RE | 100.00 |
| | | | | | | Total : 100.00 |
| 139732 | 7/26/2016 | 109166 SAYNES, ROWEN LIAM L. | 06/16-06/30/16 | | SPORTS SCOREKEEPER | 37.50 |
| | | | | | | Total : 37.50 |
| 139733 | 7/26/2016 | 119442 SC FUELS | 3095521 3095522 | 037-09361 037-09361 037-09361 | 87 OCTANE REGULAR UNLEADED FUE 87 OCTANE REGULAR UNLEADED FUE | 18,057.47 17,477.55 |
| | | | | | | Total : 35,535.02 |
| 139734 | 7/26/2016 | 119975 SCPLRC | 2016/2017 | | ANNUAL MEMBERSHIP DUES | 150.00 |
| | | | | | | Total : 150.00 |
| 139735 | 7/26/2016 | 107006 SHAMROCK COMPANIES | 2028923 | | BLDG MAINT SUPPLIES | 238.37 |
| | | | | | | Total : 238.37 |
| 139736 | 7/26/2016 | 106050 SHEHATA, AMY | JUNE 2016 | | CHILD CARE PROVIDER | 5,224.00 |
| | | | | | | Total : 5,224.00 |
| 139737 | 7/26/2016 | 119387 SHELL | 65266983607 | | FUEL PURCHASES | 192.18 |
| | | | | | | Total : 192.18 |
| 139738 | 7/26/2016 | 109184 SHELTON, CHER ROBERTS | 145/50795 | | REFUND - BOOK CLUB CLASS FEE | 25.00 |
| | | | | | | Total : 25.00 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|---|--|------------------------|--|--|
| 139739 | 7/26/2016 | 119233 SHERWIN-WILLIAMS CO. | 7619-9 | | PW STREET MAINT SUPPLIES | 15.25 |
| | | | | | Total : | 15.25 |
| 139740 | 7/26/2016 | 107645 SHIRK, PAUL | JUNE 2016 | | VOLUNTEER DRIVER | 25.00 |
| | | | | | Total : | 25.00 |
| 139741 | 7/26/2016 | 119248 SIDEBOTHAM, RICHARD | 085658 08705 | | DISCHARGE ROLLER MONTHLY SERVICE - COUNTING MACH | 151.70 385.00 |
| | | | | | Total : | 536.70 |
| 139742 | 7/26/2016 | 101649 SILVIA ESPINOZA FAMILY CHILD, CARE | JUNE 2016 | | CHILD CARE PROVIDER | 4,644.00 |
| | | | | | Total : | 4,644.00 |
| 139743 | 7/26/2016 | 119378 SMARDAN SUPPLY CO. | S2856330 S2862694 | | BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES | 22.79 312.70 |
| | | | | | Total : | 335.49 |
| 139744 | 7/26/2016 | 119361 SMART & FINAL IRIS CO. | 141941 151254 | | SR. BUREAU PROGRAM SUPPLIES SR BUREAU PROGRAM SUPPLIES | 244.47 228.79 |
| | | | | | Total : | 473.26 |
| 139745 | 7/26/2016 | 109167 SMITH III, STEPHEN | CIT #188126053 | | REFUND - CITATION DISMISSED | 52.00 |
| | | | | | Total : | 52.00 |
| 139746 | 7/26/2016 | 103877 SMOOTH JAZZ NEWS | 3803 | | ADVERTISING - GARDENA JAZZ FESTI | 1,120.00 |
| | | | | | Total : | 1,120.00 |
| 139747 | 7/26/2016 | 109171 SOLARCITY CORPORATION | 50015-0505/0257 50015-0626/0324 50015-0919/0481 50015-0920/0482 50015-1032/0526 50015-705/0380 50016-0288/0164 | | PERMIT CANCELLATION REFUND - 193 PERMIT CANCELLATION REFUND - 165 PERMIT CANCELLATION REFUND - 158 PERMIT CANCELLATION REFUND - 137 PERMIT CANCELLATION REFUND - 141 PERMIT CANCELLATION REFUND - 102 PERMIT CANCELLATION REFUND - 125 | 339.55 255.55 214.17 159.55 126.86 232.17 237.55 |
| | | | | | Total : | 1,565.40 |
| 139748 | 7/26/2016 | 119447 SOUTH BAY FORD | 499683 499902 | 037-09373 037-09374 | BUS 876 - SEAT BELT GASKET, PULLEY, THROTTLE, INJECTC | 195.35 6,079.85 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|---------------------------------------|---|-------------------------------------|---|--|
| 139748 | 7/26/2016 | 119447 SOUTH BAY FORD | (Continued) 499902-1 499979 500092 | 037-09374 037-09389 037-09390 | GASKET SENSOR, GASKET, CONVERTER, OIL C UNIT 876 - TURN SIGNAL SWITCH | 39.90 1,627.57 117.72 Total : 8,060.39 |
| 139749 | 7/26/2016 | 312665 SOUTH BAY MUNICIPAL COURT | APR-JUN 2016 | | PARKING CITATION SURCHARGE | 67,633.00 Total : 67,633.00 |
| 139750 | 7/26/2016 | 101570 SOUTHWEST OFFSET PRINTING | 143782 | 034-00231 | RECREATION GUIDE SUMMER 2016 | 11,717.80 Total : 11,717.80 |
| 139751 | 7/26/2016 | 312668 SOUTHWEST SUPERIOR COURT | 4710644 | | NOTICE TO APPEAR - W. LIANG | 20,000.00 Total : 20,000.00 |
| 139752 | 7/26/2016 | 109067 SPEAKWRITE | 396bd913 | | TRANSCRIPTION SERVICES - 6/13 | 429.65 Total : 429.65 |
| 139753 | 7/26/2016 | 119594 STANLEY PEST CONTROL | COG 0616 | | PEST CONTROL SERVICE - 1670 W 162 | 540.00 Total : 540.00 |
| 139754 | 7/26/2016 | 119010 STAPLES ADVANTAGE | 3306886902 | | REC OFFICE SUPPLIES | 319.71 Total : 319.71 |
| 139755 | 7/26/2016 | 109185 SYSTEM PAVERS | PERMIT #14841 | | PERMIT DEPOSIT REFUND - 15801 HAL | 500.00 Total : 500.00 |
| 139756 | 7/26/2016 | 220418 TALISON, LUCILLE | JUNE 2016 | | CHILD CARE PROVIDER | 8,276.00 Total : 8,276.00 |
| 139757 | 7/26/2016 | 100609 TANK SPECIALISTS OF CALIFORNIA | 26750 | | CERTIFIED DESIGNATED OPERATOR S | 189.75 Total : 189.75 |
| 139758 | 7/26/2016 | 106220 TAPSCOTT, SEIDRIC | 07/01-07/15/16 | | SPORTS OFFICIAL | 100.00 Total : 100.00 |
| 139759 | 7/26/2016 | 109179 TATE-WILLIAMS, NANDI K. | DR# 16-2960 | | REFUND - POLICE REPORT FEE | 23.00 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------|--------------------------------------|---|---|--|
| 139759 | 7/26/2016 | 109179 | 109179 TATE-WILLIAMS, NANDI K. | | (Continued) | Total : 23.00 |
| 139760 | 7/26/2016 | 100781 | TECS ENVIRONMENTAL COMPLIANCE, SERVI | Gar-0716 | MS4 PERMIT & RELATED TASKS - REVI | 4,075.00 Total : 4,075.00 |
| 139761 | 7/26/2016 | 106870 | TENDER LOVING CARE CATERING, INC. | 07/01-07/15/16 | SENIOR FEEDING PROGRAM | 10,312.16 Total : 10,312.16 |
| 139762 | 7/26/2016 | 108908 | THOMAS L. HEDGE, M.D. | 060216 | PROFESSIONAL SERVICES - N. MONTA | 2,400.00 Total : 2,400.00 |
| 139763 | 7/26/2016 | 123122 | THOMSON REUTERS - WEST | 834365937 | CA ANNOTATED CODES SUBSCRIPTIO | 703.70 Total : 703.70 |
| 139764 | 7/26/2016 | 120722 | THYSSENKRUPP ELEVATOR, CORPORATION | 3002619168 3002619246 | ELEVATOR MAINTENANCE BILLING - 17 ELEVATOR MAINTENANCE BILLING - 16 | 1,026.99 1,173.72 Total : 2,200.71 |
| 139765 | 7/26/2016 | 104126 | TIME WARNER CABLE | 070416 0519 070416 4322 071016 | DED INTERNET ACCESS 60M - 1700 W BCF FIBER I-NET - 13999 S WESTERN / BUSINESS CLASS CABLE PACKAGE ~ | 1,320.00 800.00 236.06 Total : 2,356.06 |
| 139766 | 7/26/2016 | 108439 | TITTLE, CAMERON | 06/16-06/30/16 07/01-07/15/16 | SPORTS SCOREKEEPER SPORTS SCOREKEEPER | 22.50 30.00 Total : 52.50 |
| 139767 | 7/26/2016 | 106853 | TORREGANO, WARKITHA | 06/19-06/22/16 | REIMBURSEMENT - SHRM CONFEREN | 230.00 Total : 230.00 |
| 139768 | 7/26/2016 | 109127 | TREMCO PRODUCTS, INC. | 14306 | TREMCO COVERT ANTI THEFT SYSTEI | 3,299.60 Total : 3,299.60 |
| 139769 | 7/26/2016 | 109900 | U.S. BANK CORPORATE PAYMENT, SYSTEMS | FUJIO 6/22/16 MEDRANO 6/22/16 NOLAN 6/22/16 PD TRAINING 6/22/16 PD TRANING2 6/22/16 | CAL CARD STATEMENT 5/24-6/22/16 CAL CARD STATEMENT 5/24-6/22/16 CAL CARD STATEMENT 5/24-6/22/16 CAL CARD STATEMENT 5/24-6/22/16 CAL CARD STATEMENT 5/24-6/22/16 | 460.29 743.90 1,926.72 1,542.25 2,565.55 |

Bank code : usb

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|---|------------------|------|------------------------------------|------------------|
| 139769 | 7/26/2016 | 109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS | (Continued) | | | |
| | | | ROMERO 6/22/16 | | CAL CARD STATEMENT 5/24-6/22/16 | 157.34 |
| | | | V OSORIO 4/22/16 | | CAL CARD STATEMENT 3/23-4/22/16 | 923.54 |
| | | | V OSORIO 5/23/16 | | CAL CARD STATEMENT 4/23-5/23/16 | 2,495.53 |
| | | | V OSORIO 6/22/16 | | CAL CARD STATEMENT 5/24-6/22/16 | 515.12 |
| | | | WARD 6/22/16 | | CAL CARD STATEMENT 5/24-6/22/16 | 275.00 |
| | | | | | Total : | 11,605.24 |
| 139770 | 7/26/2016 | 101448 U.S. HEALTHWORKS MEDICAL, GROUP, PC | 2940417 | | DOT DMV RENEWAL EXAM - H. COATS | 116.00 |
| | | | | | Total : | 116.00 |
| 139771 | 7/26/2016 | 104692 ULINE | 78147692 | | PD PROGRAM SUPPLIES | 288.43 |
| | | | | | Total : | 288.43 |
| 139772 | 7/26/2016 | 103227 UNIPLAN ENGINEERING, INC. | 800136-3 | | DESIGN & CMI SERVICES - 139TH ST S | 6,600.00 |
| | | | 800137-3 | | DESIGN & CMI SERVICES - PEDESTRA | 11,120.00 |
| | | | | | Total : | 17,720.00 |
| 139773 | 7/26/2016 | 121407 UPS | 649922286 | | SHIPPING SERVICE CHARGES | 117.50 |
| | | | | | Total : | 117.50 |
| 139774 | 7/26/2016 | 105549 VALDEZ, MATILDE | JUNE 2016 | | CHILD CARE PROVIDER | 5,952.00 |
| | | | | | Total : | 5,952.00 |
| 139775 | 7/26/2016 | 122050 VERIZON WIRELESS | 9753745608 | | PW MOBILE BROADBAND SERVICE~ | 234.95 |
| | | | 9767351192 | | REC CELL PHONE SERVICE~ | 1,120.08 |
| | | | 9768497060 | | PW MOBILE BROADBAND SERVICE~ | 342.09 |
| | | | | | Total : | 1,697.12 |
| 139776 | 7/26/2016 | 105259 VINI'S PARTY RENTALS | 21445 | | RENTALS - 6" BANQUET TABLE | 223.25 |
| | | | | | Total : | 223.25 |
| 139777 | 7/26/2016 | 108353 WALTERS WHOLESALE ELECTRIC CO | 462529 | | BLDG MAINT SUPPLIES | 347.88 |
| | | | 7433598 | | BLDG MAINT SUPPLIES | 1,243.30 |
| | | | | | Total : | 1,591.18 |
| 139778 | 7/26/2016 | 105915 WALT'S POLISH & WAX SALES, INC | 302299 | | PW STREET MAINT SUPPLIES | 204.70 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
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| 139778 | 7/26/2016 | 105915 | 105915 WALT'S POLISH & WAX SALES, INC | (Continued) | | Total : 204.70 | |
| 139779 | 7/26/2016 | 107772 | WARREN, JOYCE,L. | 03/01-03/15/16 | SPORTS OFFICIAL | 80.00 | |
| | | | | | | Total : 80.00 | |
| 139780 | 7/26/2016 | 101903 | WATER TECHNIQUES | 70806 | DRINKING WATER SYSTEM RENTAL | 45.00 | |
| | | | | | | Total : 45.00 | |
| 139781 | 7/26/2016 | 104107 | WAXIE SANITARY SUPPLY | 76074993 | 037-09407 | BUS DEORDERIZERS | 580.75 |
| | | | | | | Total : 580.75 | |
| 139782 | 7/26/2016 | 103744 | WESTWAY UNIFORMS | 5250 | BUS UNIFORM SUPPLIES | 607.84 | |
| | | | | 5269 | PD UNIFORM SUPPLIES | 105.62 | |
| | | | | 5282 | PD UNIFORM SUPPLIES | 87.09 | |
| | | | | 5283 | PD UNIFORM SUPPLIES | 94.72 | |
| | | | | | | Total : 895.27 | |
| 139783 | 7/26/2016 | 109174 | WILLIAMS, LA CARLA | 070416 | BLOCK PARTY CLEAN-UP DEPOSIT RE | 100.00 | |
| | | | | | | Total : 100.00 | |
| 139784 | 7/26/2016 | 108710 | WINCHESTER SYSTEMS | 00009692 | SERVICE CONTRACT - VIDEO POLICIN | 6,942.78 | |
| | | | | | | Total : 6,942.78 | |
| 139785 | 7/26/2016 | 223252 | WINSTON, LINDA | JUNE 2016 | CHILD CARE PROVIDER | 5,377.00 | |
| | | | | | | Total : 5,377.00 | |
| 139786 | 7/26/2016 | 108714 | WOODS, SHALONDA | 07/01-07/15/16 | SPORTS OFFICIAL | 80.00 | |
| | | | | 07/01-07/15/16. | SPORTS SCOREKEEPER | 15.00 | |
| | | | | | | Total : 95.00 | |
| 139787 | 7/26/2016 | 108771 | WOODS, SHARNITRA | 06/16-06/30/16. | SPORTS SCOREKEEPER | 15.00 | |
| | | | | 07/01-07/15/16 | SPORTS OFFICIAL | 80.00 | |
| | | | | | | Total : 95.00 | |
| 139788 | 7/26/2016 | 109114 | WOODS, VERNAE | 06/16-06/30/16. | SPORTS SCOREKEEPER | 45.00 | |
| | | | | 07/01-07/15/16 | SPORTS OFFICIAL | 80.00 | |
| | | | | 07/01-07/15/16. | SPORTS SCOREKEEPER | 22.50 | |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|----------------------------------|-----------|-----------------------------|---|------------------------|---|---|
| 139788 | 7/26/2016 | 109114 109114 WOODS, VERNAE | (Continued) | | | Total : 147.50 |
| 139789 | 7/26/2016 | 105568 WORTHY, PATRICIA | JUNE 2016 | | VOLUNTEER DRIVER | 15.00 Total : 15.00 |
| 139790 | 7/26/2016 | 109168 WRENN, PAULETTE | CIT #122125789 | | REFUND - CITATION DISMISSED | 342.00 Total : 342.00 |
| 139791 | 7/26/2016 | 125001 YAMADA COMPANY, INC. | 71978 72120 72299 72342 72351 | | PW TREE PROGRAM SUPPLIES PARK MAINT SUPPLIES PW TREE PROGRAM SUPPLIES PARK MAINT SUPPLIES PARK MAINT SUPPLIES | 339.42 95.24 71.54 206.01 41.54 Total : 753.75 |
| 139792 | 7/26/2016 | 103601 YINCOM | 5314 5327 5331 | | KINGSTON SSD & GEFORCE GT730 10" HDMI CABLE PLANTRONICS VOYAGER LEGEND HE/ | 168.62 15.21 206.01 Total : 389.84 |
| 139793 | 7/26/2016 | 105794 YONAMINE, BRUCE | JUNE 2016 | | VOLUNTEER DRIVER | 20.00 Total : 20.00 |
| 139794 | 7/26/2016 | 105945 ZEMARC CORPORATION | 3012802 3017418 | 037-09280 037-09392 | COUPLING, ELEMENT PLUG, O-RING BOSS | 5,833.68 72.87 Total : 5,906.55 |
| 139795 | 7/26/2016 | 126122 ZEP SALES & SERVICE | 9002333579 9002333580 | 037-09375 037-09375 | BUS WASH & SHOP SUPPLIES BUS WASH & SHOP SUPPLIES | 1,730.13 276.85 Total : 2,006.98 |
| 255 Vouchers for bank code : usb | | | | | | Bank total : 887,663.89 |
| 255 Vouchers in this report | | | | | | Total vouchers : 887,663.89 |

Bank code : usb

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------|--------|---------|------|---------------------|--------|
|---------|------|--------|---------|------|---------------------|--------|

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 26 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Accounting/Finance Manager

This is to certify that the claims or demands covered by checks listed on pages 1 to 26 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:

Mayor Date

Councilmember Date

Councilmember Date

Acknowledged:

Councilmember Date

Councilmember Date



CITY of GARDENA

TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Request City Council approval to *Add* Human Resources Manager position to City Classification and Compensation Plan at Schedule 133 (\$8,610 - \$10,989/month). See attached job description.
2. Report the *Administrative Leave* of **DARRYL ROBERTS**, Full-Time Bus Operator, effective July 13, 2016.
3. Report the *Promotion* of **JOSEPH ESPARZA, JR.**, Part-Time Right-of-Way Maintenance Worker to Full-Time Right-of-Way Maintenance Worker, Schedule 32 (\$3,051 - \$3,894/month) effective July 17, 2016.
4. Report the *Reclassification* of the following employees:
 - a. **KATHY MILLS-WALKER**, Recreation and Human Services Superintendent, Schedule 126 (\$7,243 - \$9,243/month) to Recreation Program Administrator, Schedule 130 (\$7,995 - \$10,205/month) effective July 17, 2016.
 - b. **DERYL LLOYD**, Recreation and Human Services Superintendent, Schedule 126 (\$7,243 - \$9,243/month) to Recreation Program Administrator, Schedule 130 (\$7,995 - \$10,205/month) effective July 17, 2016.
5. Report the *Transitional Appointment* of **WILLIAM MENDOZA** to the position of Associate Engineer, Schedule 61 (\$6,242 - \$7,966/month) within the Public Works Department effective July 25, 2016.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Mitchell G. Lansdell'.

MITCHELL G. LANSDELL
City Manager/Human Resources Officer

cc: City Attorney
City Clerk
Human Resources
Payroll



HUMAN RESOURCES MANAGER

(Job Summary)

Under general direction of the City Manager, this at-will position plans, organizes, directs and administers the City's Human Resources Division. Provides advanced, managerial level human resources support and services in the areas of labor and employee relations, classification and compensation, employee benefits, recruitment and selection, employee benefits, worker's compensation, organizational development, and other related duties as assigned.

Representative Duties

The following duties are essential for this position and may include, but are not limited to the following:

Provide effective leadership to accomplish the goals and objective of the City, community, City Manager and City Council; manage and supervise the day-to-day operations of the Human Resources Division; plan, direct and evaluate the work of the staff of the Human Resources Division; serve as the Drug and Alcohol Program Manager over the City's Drug and Alcohol Program; serve as the City's official Human Resources Officer and represent the City's Human Resources Division in hearings and litigation; develop and maintain effective human resources practices and procedures; consult with the City Manager, Department Heads and Managers and/or Supervisors regarding human resources policies, practices and resolutions; develops and monitors the divisional budget; represent the City during negotiations as part of the City's negotiations team and participates in the formulation and implementation of bargaining agreements and resolutions; supervises and participates in the development and presentation of benefits information programs and activities including coordinating with benefits third party administrator to manage and improve employee benefits; reviews, submits and manages unemployment insurance claims and represents the City in unemployment insurance hearings; oversees the City's workers compensation program and activities with the third party administrator; oversee and manage training activities and compliance; develops, reviews and approves training course content and media; direct and participate in the administration of the classification and compensation plan; oversees the administration and research of classification and compensation surveys; confers with and advises department staff and City employees by providing advice, problem solving assistance, answers to questions and interpretation of Personnel Rules and Regulations, Memorandum of Understanding (MOU) and other related provisions; advises and makes recommendations to management and supervisory staff on disciplinary and performance issues; conducts investigations or participates in the selection of an investigative firm regarding discipline and grievance matters, and harassment and discrimination complaints; oversees the recruitment and selection for all City staff and contract non-City workers; makes recommendations regarding examination process; acts as official Department liaison and coordinates with external and internal teams, committees, other government agencies and the community; prepares reports/agenda items and makes recommendations for and to the City Manager and City Council; keeps abreast of new trends and innovations in the field of Human Resources and maintains and ensures the City's compliance of federal, state and local mandates; participate as a member of the City's Management Team.

Organizational Responsibilities

This position reports to the City Manager and is responsible for the effective and efficient operation of the Human Resources Division. This position is the City's official Human Resources Officer. This is designated as a Confidential position pursuant to the provisions of the Meyers-Milias-Brown Act, and is exempt from coverage under the Fair Labor Standards Act.

QUALIFICATIONS GUIDE

Education and/or Experience

Graduation from an accredited college or university with a Bachelor's degree in human resources, business or public administration or a closely related field and five (5) years of progressively responsible, professional level human resources management experience. At least three (3) of the five (5) years of experience must have been at a supervisory level over a human resources program, division or department. Experience with Tyler Technology (Eden) or other human resource software is highly desirable.

Knowledge and Abilities

Knowledge of leadership, management practices, techniques and methods to accomplish the goals and objectives of the City Council and Executive Management Team. Must have knowledge of modern principles and practices of human resource administration, including recruitment selection and hiring, affirmative action, classification, compensation and benefits administration; of job specification and program analysis, and of confidential record keeping standards. Must have the ability to interpret and implement employee benefit programs including health benefits,

workers compensation, and the California Public Employees Retirement System (CalPERS), and applicable State and Federal laws and regulations, including FMLA, CFRA, ADA, and Miliias-Meyers Brown Act. Must have the ability to handle difficult situations with tact and diplomacy and to maintain a high level of customer service and confidentiality in all situations; to establish and maintain effective working relationships with City employees, public officials, private and community organizations and the public. Must have the ability to collect, evaluate and interpret data and make sound recommendations on complex issues; to interpret City codes and ordinances and administrative rules and regulations affecting departmental operations; to research, evaluate and recommend policies and programs to comply with state laws and regulations, to perform detailed and complex tasks with accuracy and attention to detail. Must effectively and tactfully communicate verbally and orally in English and in writing including making effective oral and written presentations to various groups; develop and prepare clear, concise, and comprehensive studies, reports, and agenda items; to interpret and apply Memoranda of Understanding, City ordinances and administrative rules and regulations affecting departmental operations and personnel matters; maintain confidentiality and exercise sound independent judgment and tact in the application of rules, regulations, policies, and procedures in dealing with others in difficult or sensitive situations; to learn and utilize new skills and information to improve job performance and efficiency and be able to shift priorities as workload requires.

Physical Demands and Working Conditions

Work is performed in a busy office environment with frequent interruptions; requires use of telephone, computer, keyboard and printer, calculator, copy/scanner and fax machines, and other office equipment for extended periods of time; must occasionally stoop, stand, kneel, bend, reach, grasp, move and lift a standard file box or similar object up to 25 pounds, and periodically may be required to work weekends and/or evenings.

License

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

Special Conditions

Designated Confidential Management-level position
Conflict of Interest Statement
Statement of Economic Interest (Form 700)

Position Identification

| | |
|-----------------------------|---------------------------------------|
| Classification Title: | Human Resources Manager |
| Representative Designation: | Unrepresented – Confidential Position |
| Pay Schedule: | 133 (\$8,610 - \$10,989/month) |



**City of Gardena
City Council Meeting**

Agenda Item No. 5. D. (2)

CONSENT CALENDAR

Meeting Date: 07/26/2016

AGENDA REPORT SUMMARY

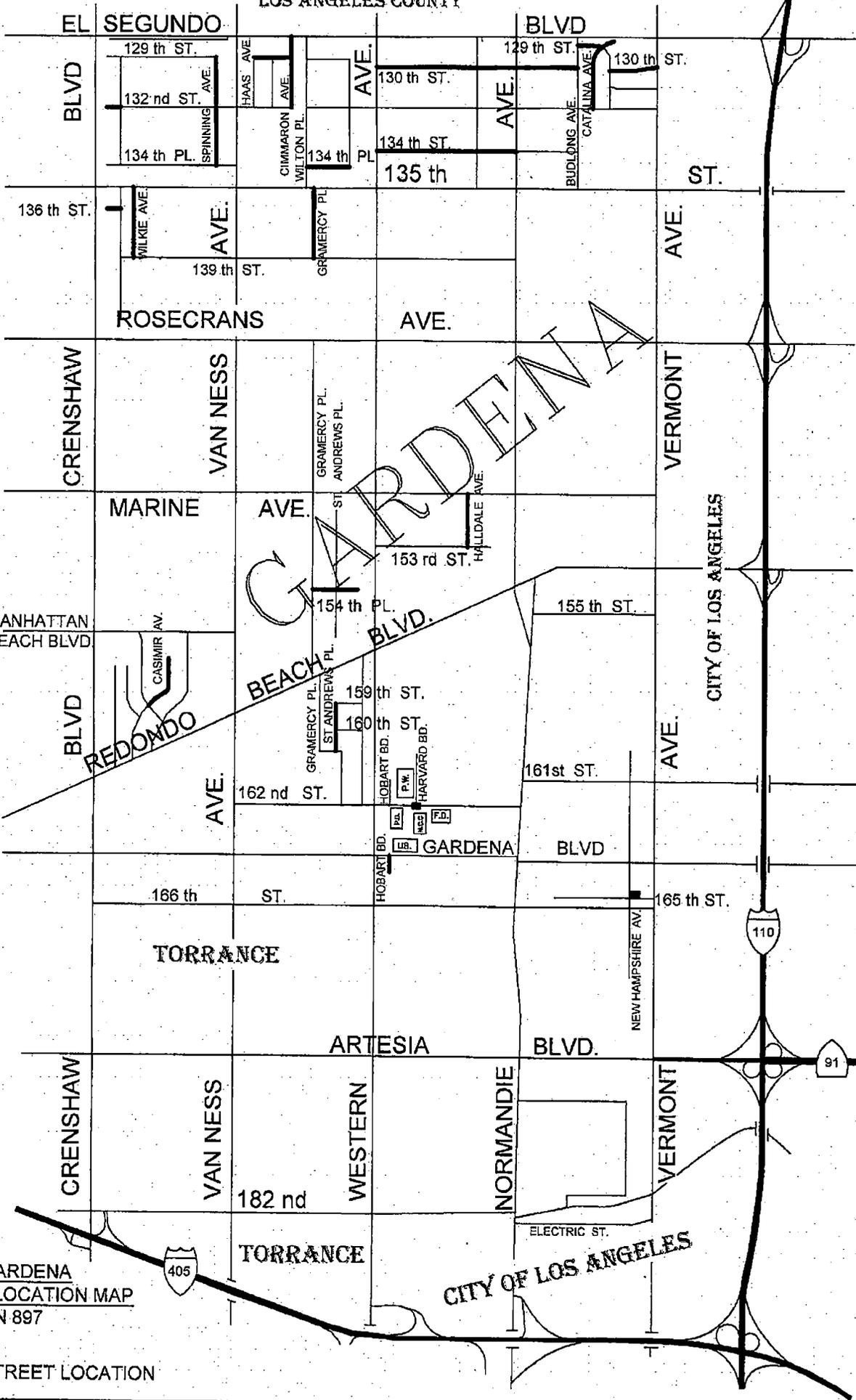
TO: THE HONORABLE MEMBERS OF CITY COUNCIL

**AGENDA TITLE: APPROVAL OF PLANS AND SPECIFICATIONS AND
AUTHORIZATION TO SOLICIT BIDS
LOCAL STREET OVERLAY 2016
VARIOUS LOCATIONS, JN 897**

| <u>COUNCIL ACTION REQUIRED:</u> | | <u>Action Taken</u> |
|---|--|---|
| <ul style="list-style-type: none"> • Approve Plans and Specifications • Authorize Staff to Solicit Bids <p><u>RECOMMENDATION AND STAFF SUMMARY:</u></p> <p>Staff respectfully recommends that the City Council approve the Plans and Specifications and authorize staff to solicit bids for Local Street Overlay 2016, Various Locations, JN 897.</p> <p>This project will coldmill and overlay approximately 690,000 square feet of asphalt pavement.</p> <p>Staff has determined that this project is exempt from CEQA requirements because of the categorical exemption for minor alterations to existing structures and no expansion of use applies. The Notice of Exemption will be filed with the County of Los Angeles Recorder's Office.</p> <p>The Engineer's estimate for this project is approximately \$1,360,000. Sufficient funds to complete this project were appropriated by the City Council in the FY 2014-2015 Capital Improvement Budget using Gas Tax Funds.</p> | | |
| <p><u>FINANCIAL IMPACT/COST:</u></p> <p>Budget Amount: \$1,360,000 (Construction, Engineering, Design, Construction Management & Inspection) Funding Source: Gas Tax Fund Anticipated Revenue: \$1,360,000</p> | | |
| <p><u>ATTACHMENTS:</u></p> <p>Bid Specifications on file at the City Clerk's Office or City Engineer's Office at Public Works Project Location Map Notice of Exemption</p> | | |
| <p>Submitted by: <u>Edward Medrano</u>, Edward Medrano, Director Police, Streets & Development Services</p> <p>Concurred by: <u>Mitchell G. Lansdell</u>, Mitchell G. Lansdell, City Manager</p> | | <p>Date: <u>7/20/16</u></p> <p>Date: <u>7/20/16</u></p> |

LOS ANGELES COUNTY

HAWTHORNE



LOS ANGELES COUNTY



CITY OF GARDENA
PROJECT LOCATION MAP

JN 897

LEGEND:

— STREET LOCATION



CITY OF GARDENA

COMMUNITY DEVELOPMENT DEPARTMENT

1700 WEST 162ND STREET, GARDENA, CA 90247 TEL: (310) 217-9530 / FAX: (310) 217-9698

NOTICE OF EXEMPTION

TO: Office of Planning & Research
 1400 Tenth Street
 Sacramento, CA 95814

County Clerk / Registrar Recorder
 ATTN: Environmental Filings Clerk
 12400 East Imperial Highway, Room 1101
 Norwalk, CA 90650

Project Title: Local Street Overlay 2016, JN 897

Project Location: Various Locations

Project Location: City of Gardena **Location:** Los Angeles County

Description of nature, purpose and beneficiaries of project: This project will coldmill and overlay local Streets.

Name of public agency approving project: City of Gardena

Name of person or agency carrying out project: City of Gardena

Exempt Status: (Check One)

Ministerial: (P.R.C. Sec. 21080[b][1]; Guidelines Sec. 15268)

Declared Emergency: (P.R.C. Sec. 21080[b][3]; Guidelines Sec. 15269[a])

Emergency Project (P.R.C. Sec. 21080[b][4]; Guidelines Sec. 15269[b][c])

Categorical Exemption: Section 15301 Class 1, Existing Facilities

Other: Guidelines Sec. 15061): _____

Reason why project is exempt: This project consists of minor alteration of existing public facilities and involves negligible or no expansion of use beyond that previously existing.

Contact person: Jun De Castro **Telephone:** 310-217-9642

If filed by applicant:

1. Attach certified document of exempting finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Date received for filing:

 MITCHELL G. LANSDELL Date
 Environmental Quality Officer

NOTE: Exempt from Dept. of Fish & Game Wildlife Fee in accordance with de minimis impact finding (735.5[c])



CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

**FOR
LOCAL STREETS OVERLAY 2016**

Various Locations

JN 897

CITY OF GARDENA
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
LOCAL STREETS OVERLAY 2016
Various Locations

JN 897

Plans prepared by:

Uniplan Engineering, Inc.

Specifications prepared by:

Uniplan Engineering, Inc.

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NOTICE INVITING BIDS

PROJECT NO. JN 897

Notice is hereby given that the City of Gardena will receive sealed bids at the office of the City Clerk, City Hall, 1700 W. 162nd Street, Gardena, California, until 3pm on Tuesday August 16, 2016, for:

PROJECT: LOCAL STREETS OVERLAY 2016
Various Locations
JN 897

ENGINEER'S ESTIMATE: \$ 1,000,000

At the time designated for receiving sealed bids on said Project, the bids will be publicly opened, examined, and read aloud.

All bids must be in writing, must be sealed, and must be plainly marked on the outside: "**BID ON PROJECT NO. JN 897**." 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.

Each bidder must submit a proposal to the City, c/o City Clerk, on standard forms available in the office of the Director of Public Works/City Engineer. Said proposal is to be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Gardena, in an amount not less than 10 percent of the total bid submitted.

The envelope enclosing the proposal shall be sealed and addressed to the City of Gardena c/o City Clerk, and delivered or mailed to the City at 1700 W. 162nd Street, Gardena, California 90247-3778. The envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: CITY, c/o CITY CLERK
(Bidder's Name and Address) _____

(Number and title of this project) _____

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney.

The contractor shall at the time of award possess a valid State of California Contractors License, License Class A or equivalent.

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 insure 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.

Plans and Specifications may be picked up at the office of the Director of Public Works/City Engineer at 1717 W. 162nd Street, Gardena, by paying a non-refundable fee of \$ 50.00 per set. Plans and Specifications will be mailed for an additional charge of \$ 10.00 per set.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 *et seq.* of the California Labor Code, California Code of Regulations, Title 8, Section 16000 *et seq.*, and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates of per diem wages are on file at the Gardena City Clerk's office and the office of the City Engineer, and copies shall be made available to any interested party on request. The prevailing rates of per diem wages referred to herein are hereby made a part of this Notice by reference.

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) as further described in Section 7-2.2 of the Special Provisions. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

Award of Contract: The following are conditions to the award of the contract:

- i.** For any bid submitted on or after March 1, 2015, 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.** for any contract awarded on or after April 1, 2015, 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.

INSTRUCTIONS TO BIDDERS

PROJECT NO. JN 897

FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms provided by the City and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids. Proposal forms will be issued in each bound copy of the Contract Documents.

PROPOSAL DOCUMENTS

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

Bidding Schedule

Bidder's Declaration

Non-Collusion Affidavit

Bid Bond

Designation of Subcontractors

Construction Project Reference

Bidder's Assurance

Certificate of Non-Discrimination by Contractors

DELIVERY OF PROPOSAL

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

WITHDRAWAL OF PROPOSAL

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

MODIFICATIONS AND ALTERNATIVE PROPOSALS

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

DISCREPANCIES IN PROPOSALS

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

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

PROPOSAL GUARANTEE – BIDDER'S SECURITY

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

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

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

DISQUALIFICATION OF BIDDERS

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

ADDITIONAL REQUIREMENTS

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

FAIR EMPLOYMENT PRACTICES DOCUMENTS

Fair Employment Practices Documents are to be submitted by the lowest responsive responsible bidder within three days following the opening of bids. See enclosed instructions and documents on page 19.

CONTRACT DOCUMENTS

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract. Unless extended by agreement of the City, failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page 27.

COPIES OF FEDERAL CERTIFICATE

When the Notice Inviting Bids indicates that this project is a federally funded project and the Bid Proposal is for more than One Hundred Thousand Dollars (\$100,000), the bidder and each of its subcontractors shall submit signed copies of the Federal Certificate for Contracts, Grants, Loans and Cooperative Agreements.

PROPOSAL DOCUMENTS

PROJECT NO. JN 897

LOCAL STREETS OVERLAY 2016

Various Locations

JN 897

Contractor: _____

Address: _____

Phone: _____

Fax: _____

License No.: _____

D.I.R. No. _____

Email: _____

To Be Submitted

WITH

Bid Package

PROPOSAL

PROJECT NO. JN 897

BIDDING SCHEDULE

TO: CITY OF GARDENA
HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL
CITY HALL
GARDENA, CALIFORNIA 90247

Ladies and Gentlemen:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

PROJECT: LOCAL STREETS OVERLAY 2016
Various Locations
JN 897

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within Forty (40) working days from the date the notice to proceed is issued by the Engineer.

BIDDING SCHEDULE

PROJECT: LOCAL STREET OVERLAY 2016, Various Locations JN 897

| Item No. | Item Description | Unit | Approx Quantity | Unit Price in Figures | Item Total |
|----------|---|------|-----------------|-----------------------|------------|
| 1. | Coldmill Pavement 0" to 1.5" | SF | 232,000 | \$ | \$ |
| 2. | Coldmill Pavement 1.5" | SF | 7,200 | \$ | \$ |
| 3. | Furnish and install Asphalt Rubber Hot Mix (A.R.H.M.) | Ton | 7,200 | \$ | \$ |
| 4. | Crack Seal per Technical Provisions | LS | LS | \$ | \$ |
| 5. | Remove and replace pavement per Technical Provisions | SF | 120 | \$ | \$ |
| 6. | Furnish and install pavement fabric per Technical Provisions | SF | 64,000 | \$ | \$ |
| 7. | Adjust access opening to grade | EA | 70 | \$ | \$ |
| 8. | Stripe per Plans | LS | LS | \$ | \$ |
| 9. | Survey and monumentation per Tech Provisions | LS | LS | \$ | \$ |
| 10. | Traffic Control | LS | LS | \$ | \$ |
| 11. | Asphalt tracking prevention and mitigation per the Technical Provisions | LS | LS | \$ | \$ |
| 12. | Furnish and install Curb Ramp per City Std. ST-18 | EA | 2 | \$ | \$ |
| 13. | Furnish and Install Truncated Dome Per Plan and Tech Provisions | EA | 1 | \$ | \$ |
| 14. | 1012 Gardena Blvd. Parking Lot Striping, Signage, Wheel Stops, Etc. | LS | LS | \$ | \$ |
| 15. | Furnish and Install Concrete sidewalk per City Std. ST-5B | SF | 990 | \$ | \$ |
| 16. | Furnish and Install Crosswalk Signage per Plan and Tech Provisions | LS | LS | \$ | \$ |
| 17. | Furnish and Install in pavement LED Lighted Crosswalk per Plan and Tech Provisions | LS | LS | \$ | \$ |
| 18. | 1012 Gardena Blvd. Install Perimeter antenna for cart control system per Plans and Specifications | LS | LS | \$ | \$ |
| 19. | Remove and dispose of tree, stump and roots | EA | 5 | \$ | \$ |
| 20. | Furnish and plant new tree per STD ST-18 | EA | 4 | \$ | \$ |

Total Contract Bid
(Figures)

(Words)

Receipt of Addenda No (s) _____ is hereby acknowledged.

*** In case of error in extension of price into the total price column, the unit price will govern.**

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will paid therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____ Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Name of Bidder

Signature of Bidder

PROPOSAL

PROJECT NO. JN 897

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.

7. This bid will not be withdrawn within a period of thirty (30) days after the date of its proper opening by the City.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Contractor's Business Name

Contractor (Print) Title

Business Address: Street

Signature Title

City State Zip

Contractor's License No. and Classification

Business Phone Number

Business Fax Number

Date

Name Title

Residence: Street

City State Zip

Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

PROPOSAL

PROJECT NO. JN 897

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ being first duly sworn, deposes and says that he or she is _____ of _____

_____ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY STATE ZIP

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

DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____
(place of execution), California _____

Signature

Name:

Title:

Name of Company:

PROPOSAL

PROJECT NO. JN 897

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal,
and _____, as Surety, are
held firmly bound unto the City of Gardena in the sum of \$ _____;
_____ DOLLARS,

(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the City to perform all work required under the
following:

PROJECT: LOCAL STREETS OVERLAY 2016
Various Locations
JN 897

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and
in the manner required in the Specifications for said project, enters into the written form of
Contract bound with said Specifications and furnishes the required bonds, one to guarantee
faithful performance and the other to guarantee payment for labor and materials, then this
obligation shall be null and void, otherwise it shall remain in full force and effect. In the event
suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all
costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the
court. Surety hereby waives the provisions of California Civil Code §2845.

SIGNED AND SEALED, this _____ day of _____, 20_____.

_____(SEAL)
Principal

_____(SEAL)
Surety

BY: _____
Signature

BY: _____
Signature

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority
of any person signing as attorney-in-fact must be attached.

PROPOSAL

PROJECT NO. JN 897

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

| <u>WBE or MBE</u> | <u>Portion of Work %</u> | <u>Subcontractor's Name and Address</u> | <u>Type of Work</u> | <u>State License Number</u> | <u>Class</u> | <u>D.I.R. No.</u> |
|---------------------------|----------------------------------|---|-------------------------|-------------------------------------|--------------|-----------------------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

Not more than _____%.

PROPOSAL

PROJECT NO. JN 897

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: _____

Three projects of this type recently completed:

| <u>Contract Amount</u> | <u>Type of Project</u> |
|------------------------|------------------------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

| <u>Name, Address and Phone No. of Owner</u> | <u>Contact Person and Phone Number</u> | <u>Date Completed</u> |
|---|--|-----------------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |

Bidder's Signature _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

PROPOSAL

PROJECT NO. JN 897

BIDDER'S ASSURANCE

FROM:

Name of Bidder: _____

Business Address: _____

Telephone No: () _____

TO:

Members of the City Council
c/o City Hall
City of Gardena, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for:

PROJECT: LOCAL STREETS OVERLAY 2016
 Various Locations
 JN 897

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: _____

TITLE: _____

PROPOSAL

PROJECT NO. JN 897

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

FAIR EMPLOYMENT PRACTICES DOCUMENTS

PROJECT NO. JN 897

**LOCAL STREETS OVERLAY 2016
Various Locations**

JN 897

To Be Submitted

By The Lowest Responsive Responsible Bidder

WITHIN THREE WORKING DAYS FOLLOWING

OPENING OF BIDS

FAIR EMPLOYMENT PRACTICES

PROJECT NO. JN 897

INSTRUCTIONS

The Fair Employment Practices in Contracts, as adopted by City, requires that the City not do business with any firm that discriminates against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Accordingly, every contract or subcontract of the City in excess of \$10,000 for public works, or for goods and services, must be accompanied by a Certificate of Non-Discrimination, obligating the contractor or subcontractor to observe the requirements specified therein.

In addition to the Certificate of Non-Discrimination, the Fair Employment Practices in Contracts also requires that the lowest responsive responsible bidder undertake an affirmative course of action to promote equal employment opportunities and to ensure that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Completion of the attached compliance report will satisfy this requirement. The apparent successful low bidder and each of its subcontractors must submit one copy of the compliance report to the Director of Public Works/City Engineer, Gardena City Hall, 1700 W. 162nd Street, Gardena, California, 90247-3778, within three days after the opening of bids.

FAIR EMPLOYMENT PRACTICES

PROJECT NO. JN 897

CONTRACTOR COMPLIANCE REPORT

This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. Use additional sheets if necessary. Submit one copy of the completed report to City:

c/o Department of Public Works
Gardena City Hall
1700 W. 162nd Street
Gardena, CA 90247-3778

PART I. FIRM DESCRIPTION

1. Circle one: Prime Contractor Subcontractor

2. Name of Firm: _____

3. Address: _____

4. Name and address of principal official or manager:

5. Name and address of home office, if different from above:

6. Person completing this form:
Signature: _____
Name and Title: _____
Business Telephone: _____

PART II: POLICIES AND PRACTICES (Circle proper answer)

1. Yes No Have you informed company officials and representatives regarding the non-discrimination provisions of the City's contracts?

2. Yes No Do your solicitations or advertisements for employment specify that you are an equal opportunity employer?

3. Yes No Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? If so, please enumerate:

| JOB CATEGORY | TRAINING PROGRAM | W | B | H | A | AI | M | F | TOTAL |
|--------------|------------------|---|---|---|---|----|---|---|-------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

W = White B = Black H = Hispanic A = Asian AI = American Indian
M = Male F = Female

4. Yes No Are any apprentices obtained from sources outside the employer's work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following:

- Yes No State Employment Offices

- Yes No Newspapers or other media

- Yes No High schools, including those in minority group areas

- Yes No Local trade or vocational schools

- Yes No Agencies and organizations specializing in minority employment

If there are any apprenticeship programs, please list, along with ethnic breakdown:

| JOB CATEGORY | TRAINING PROGRAM | W | B | H | A | AI | M | F | TOTAL |
|--------------|------------------|---|---|---|---|----|---|---|-------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

5. Yes No If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of the City's contracts?
6. Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising, or other non-union sources from which the company recruits its personnel.

NAME

ADDRESS

| <u>NAME</u> | <u>ADDRESS</u> |
|-------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

7. Yes No Have you a collective bargaining agreement with a labor union or other organization? If yes, specify the union or organization.

8. Yes No Does your company's collective bargaining agreement or other contract or understanding with a labor union or other working organization include a provision for non-discrimination in employment?

9. Remarks: Use this space for comment on any answers you have supplied.

PART IIIA: EMPLOYMENT FIGURES (1)

Name of Firm: _____

Project Name: _____

Date Form Submitted: _____

Person Submitting Form: _____

Check One: Submit separate forms for company makeup (page 25), and for specific project makeup (page 26)

- Permanent makeup of company
- Estimated makeup of employees on this specific project only

| JOB CATEGORIES | TOTAL EMPLOYED | MINORITY GROUPS* | | | | | M | F |
|-----------------------|----------------|------------------|-------|----------|-------|-----------------|---|---|
| | | WHITE | BLACK | HISPANIC | ASIAN | AMERICAN INDIAN | | |
| OFFICERS & OFFICIALS | | | | | | | | |
| PROFESSIONAL (2) | | | | | | | | |
| CLERICAL & OFFICE | | | | | | | | |
| FIELD SUPERVISOR | | | | | | | | |
| SKILLED/SPECIFY TRADE | | | | | | | | |
| A | | | | | | | | |
| B | | | | | | | | |
| C | | | | | | | | |
| D | | | | | | | | |
| SEMI-SKILLED (3) | | | | | | | | |
| UNSKILLED (4) | | | | | | | | |
| TOTAL ITEMS 1-7 | | | | | | | | |

- (1) This report must be completed by prime contractor and each subcontractor.
 - (2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.
 - (3) Workers who operate equipment or perform factor-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.
 - (4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.
- *An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

PART IIIB: EMPLOYMENT FIGURES (1)

Name of Firm: _____

Project Name: _____

Date Form Submitted: _____

Person Submitting Form: _____

Check One: Submit separate forms for company makeup (page 25), and for specific project makeup (page 26)

Permanent makeup of company

Estimated makeup of employees on this specific project only

| JOB CATEGORIES | TOTAL EMPLOYED | MINORITY GROUPS* | | | | AMERICAN INDIAN | M | F |
|-----------------------|----------------|------------------|-------|----------|-------|-----------------|---|---|
| | | WHITE | BLACK | HISPANIC | ASIAN | | | |
| OFFICERS & OFFICIALS | | | | | | | | |
| PROFESSIONAL (2) | | | | | | | | |
| CLERICAL & OFFICE | | | | | | | | |
| FIELD SUPERVISOR | | | | | | | | |
| SKILLED/SPECIFY TRADE | | | | | | | | |
| A | | | | | | | | |
| B | | | | | | | | |
| C | | | | | | | | |
| D | | | | | | | | |
| SEMI-SKILLED (3) | | | | | | | | |
| UNSKILLED (4) | | | | | | | | |
| TOTAL ITEMS 1-7 | | | | | | | | |

- (1) This report must be completed by prime contractor and each subcontractor.
- (2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.
- (3) Workers who operate equipment or perform factor-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.
- (4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.
*An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

CONTRACT DOCUMENTS

PROJECT NO. JN 897

**LOCAL STREETS OVERLAY 2016
Various Locations**

JN 897

To be Submitted
within twenty-one (21) calendar days
AFTER
Award of Contract

CONTRACT

PROJECT NO. JN 897

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR."

The City and the Contractor mutually agree as follows:

ARTICLE I.

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in a good and workmanlike manner all work required by the Contract Documents for City Project No. JN 897, which is described as follows:

Title: LOCAL STREETS OVERLAY 2016
Various Locations
JN 897

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

ARTICLE II.

JN 897

CONTRACT SUM AND PAYMENT

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

ARTICLE III.

CONTRACT DOCUMENTS

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

ARTICLE IV.

EFFECTIVE DATE

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

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

CITY

CONTRACTOR

By: _____
MAYOR (Sign)

By: _____
Sign / Title

Date: _____
SEAL

Date: _____

Attest:
By: _____
CITY CLERK (Sign)

Attest: (Contractor)

By: _____
Sign / Title

Date: _____

Date: _____

APPROVED AS TO FORM:
By: 
CITY ATTORNEY (Sign)

Date: 7/5/2016

CONTRACT

PROJECT NO. JN 897

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to _____, hereinafter designated as the "Principal", a Contract for:

PROJECT: LOCAL STREETS OVERLAY 2016
Various Locations
JN 897

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, _____
as Principal, and _____
as Surety, are held and firmly bound unto the City in the sum of _____

_____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and

Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

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

Corporations must affix corporate seal.

CONTRACT

PROJECT NO. JN 897

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to _____, as Contractor, a contract for the work described as follows:

PROJECT: LOCAL STREETS OVERLAY 2016
Various Locations
JN 897

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of /00 Dollars (\$ _____) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ 20_____.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

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

Corporations must affix corporate seal.

CONTRACT

PROJECT NO. JN 897

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

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

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) (list all names): _____

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name _____

Name _____

By: _____

By: _____

TO BE SIGNED BY THE CONTRACTOR

INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING
EVIDENCE OF INSURANCE TO THE OWNERCITY

Insured: _____
(Contractor, Lessee, Permittee, etc.)

Date: _____

Insured

- A.
1. In order to reduce problems and time delays in providing evidence of insurance to the City, you are requested to give your insurance agent or broker a copy of the attached Insurance Requirements and endorsement forms along with these instructions for completing, executing, and submitting evidence of insurance.
 2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.
 3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

Insurance Agent or Broker

- B.
1. The appropriate Endorsement Form shall be used. No changes in the terms of the Endorsement will be permitted. Certificates of Insurance alone will not be accepted by the City.

2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's contract, lease or permit are checked below and enclosed.

 Workers' Compensation/Employers Liability
 General Liability
 Automobile Liability
 Excess/umbrella Liability
 Professional Liability
 Property insurance
 Fine Arts Property Insurance
3. You shall have an authorized representative of the insurance company sign the completed endorsement forms, note his phone number at the bottom of page 2 and have said representative transmit the forms to the City. Signatures must be originals as the City will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. The name of the Insurance Company underwriting the coverage and its address shall be noted on page 2 of the endorsement form.
5. The "General description of agreement(s) and/or activity(ies) insured" shall include reference to the activity and/or to either the specific City contract number, lease number, permit number or construction approval number.
6. The coverages and limits for each type of insurance are specified in the attached sheet of insurance requirements. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the City's requirements.
8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.

9. When additional sheets are attached, change the number of pages at the bottom of the form.
10. Completed Endorsement(s) and questions relating to the required insurance are to be directed to:
 - Risk Management
 - City of Gardena
 - 1700 W. 162nd Street
 - Gardena, CA 90247-3778
 - (310) 217-951690
11. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
12. DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSURED'S INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE OWNER/CITY.
13. For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, the City will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.

**GENERAL COMPREHENSIVE LIABILITY
ADDITIONAL INSURED ENDORSEMENT**

NAME OF ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Gardena and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
3. The policy to which this endorsement is attached 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.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Gardena, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Gardena
1700 W. 162nd Street
Gardena, CA 90247-3778
(310) 217-9516

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

| Endorsement No. | Effective Date | Policy No. |
|---|------------------------------|----------------------------|
| TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES | POLICY PERIOD FROM TO | LIMITS OF LIABILITY |

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages includes:

- | | |
|---|---|
| <input type="checkbox"/> Premises & Operations | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Collapse |
| <input type="checkbox"/> Independent Contractors | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Personal Injury |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Liability Endorsement | |

A deductible or self-insured retention (strike out one) of _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM _____, PER OCCURRENCE _____.

INSURANCE COMPANY

ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20_____.

Phone No.: () _____

**AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT**

NAME OF ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Gardena and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
3. The policy to which this endorsement is attached 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.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Gardena, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Gardena
1700 W. 162nd Street
Gardena, CA 90247-3778
(310) 217-9516

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

| Endorsement No. | Effective Date | Policy No. |
|--------------------|-------------------|------------|
|--------------------|-------------------|------------|

| TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES | POLICY PERIOD FROM TO | LIMITS OF LIABILITY |
|---|--------------------------|------------------------|
|---|--------------------------|------------------------|

WORKERS' COMPENSATION/EMPLOYERS LIABILITY
SPECIAL CANCELLATION NOTICE ENDORSEMENT

NAME AND ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to Risk Management, City of Gardena, 1700 W. 162nd Street., Gardena, CA 90247-3778.

The company agrees to waive all rights of subrogation against the City and its or their elected officials, officers, agents and employees.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

| Endorsement No. | Effective Date | Policy No. |
|--------------------|-------------------|------------|
|--------------------|-------------------|------------|

| TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES | POLICY PERIOD FROM TO | LIMITS OF LIABILITY |
|---|--------------------------|------------------------|
|---|--------------------------|------------------------|

Employers Liability

The following are included in the above coverages:

- Broad Form All States Endorsement
- Voluntary Compensation Endorsement
- _____
- _____

INSURANCE COMPANY

ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only;
No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20_____.

Phone No.: (____) _____

**EXCESS LIABILITY INSURANCE
ADDITIONAL INSURED ENDORSEMENT**

NAME AND ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Gardena and the Los Angeles County Regional Park and Open Space District and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
3. The policy to which this endorsement is attached 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.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Gardena, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Gardena
1700 W. 162nd Street
Gardena, CA 90247-3778
(310) 217-9516

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

| Endorsement No. | Effective Date | Policy No. |
|--------------------|-------------------|------------|
|--------------------|-------------------|------------|

| TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES | POLICY PERIOD FROM TO | LIMITS OF LIABILITY <small>AMOUNT EXCESS OF</small> |
|---|--------------------------|---|
|---|--------------------------|---|

Excess Liability

- Following Form
- Umbrella Liability
- Other

Applicable underlying coverages

| | | |
|--------------------------|-------------------|---------------|
| <u>Insurance Company</u> | <u>Policy No.</u> | <u>Amount</u> |
|--------------------------|-------------------|---------------|

The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

A deductible or self-insured retention (strike out one) of \$ _____ applies to coverages not included in underlying policies.

DEDUCTIBLE APPLIES PER CLAIM _____, PER OCCURRENCE _____.

INSURANCE COMPANY _____

ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only;
No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20_____.

Phone No.: (____) _____

Exhibit "F"

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION CERTIFICATION

49 CFR Part 29
Executive Order 12549

By signing and submitting this Contract, Contractor (as a "lower tier participant" under applicable Federal regulations) is providing the signed certification set out below:

- 1) The certification in this clause is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Agency may pursue available remedies, including suspension and/or debarment.
- 2) Contractor shall provide immediate written notice to Agency if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
- 3) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact Agency for assistance in obtaining a copy of those regulations.
- 4) Contractor agrees that should the "proposed covered transaction" (this Contract) be entered into, it shall not knowingly enter into any subcontracts (as a "lower tier covered transaction" under applicable Federal regulations) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized in writing by Agency.
- 5) Contractor further agrees by entering into this Contract that it will include the clause set forth below, titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts.
- 6) Contractor may rely upon a certification of a prospective subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from this Contract, unless it knows that the certification is erroneous. Contractor may decide the method and frequency by which it determines the eligibility of its principals. Contractor may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

- 7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8) Except for transactions authorized under paragraph (4) of this certification, if Contractor knowingly enters into a subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract, in addition to all remedies available to the Federal Government, Agency may pursue available remedies including suspension and/or debarment of Contractor.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction” [TO BE INCLUDED IN ALL SUBCONTRACTS]

- 1) The prospective subcontractor (as a “lower tier participant” under applicable Federal regulations) certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) When the prospective subcontractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certificate of Compliance with 49 CFR Part 29.

Contractor hereby certifies that it will comply with the regulations at 49 CFR Part 29 and Executive Order 12549.

Date _____

Signature _____

Name of Company _____

Title _____

EXHIBIT "G"
LOBBYING CERTIFICATION

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. 1602, et seq.)

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

*Certification for Contracts, Grants, Loans and Cooperative Agreements.
(To be submitted with each bid or offer exceeding \$100,000.)*

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/06)]. Note: Language in

paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

- 3) The undersigned Contractor shall require that the language of this certification be included in any subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

PROJECT NO. JN 897

LOCAL STREETS OVERLAY 2016

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the "Standard Specifications for Public Works Construction", Latest Edition. As a reference they have been arranged into a sequence, which parallels the arrangement of the Standard Specifications.

SPECIAL PROVISIONS

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SPECIAL PROVISIONS
PROJECT NO. JN 897

PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

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

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

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

Section 1 Terms, Definitions, Abbreviations and Symbols

Section 1-2 Definitions

Whenever in the Standard Specification the following terms are used, they shall be understood to mean and refer to the following:

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

Section 2 **Scope and Control of the Work**

Section 2-1 Award and Execution of Contract

Section 2-1.1 Proposal

The following is in addition to the provision of Section 2-1:

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.

Section 2-1.2 Examination of Plans, Specifications and Project Site

The following is in addition to the provisions of Section 2-1:

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.

Section 2-1.3

Interpretation of Drawings and Documents

The following is in addition to the provisions of Section 2-1:

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.

Section 2-1.4

Award of Contract

The following is in addition to the provisions of Section 2-1:

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.

Section 2-1.5 Execution of Contract

The following is in addition to the provisions of Section 2-1:

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.

Section 2-1.6 Return of Proposal and Guarantee

The following is in addition to the provisions of Section 2-1:

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.

Section 2-5.2

Precedence of Contract Documents

The following supersedes the provisions of Section 2-5.2:

The order of precedence of contract documents shall be:

| | |
|------------|--|
| FIRST | Requirements of law, including the Code and Ordinances of the City of Gardena. |
| SECOND | Permits from other agencies as may be required by law. |
| THIRD | Permits from City of Gardena Departments as may be required by law or ordinance. |
| FOURTH | The Contract. |
| FIFTH | The Bid Proposal. |
| SIXTH | Addenda. |
| SEVENTH | Notice Inviting Bids. |
| EIGHTH | Instructions to Bidders. |
| NINTH | Technical Provisions. |
| TENTH | Plans. |
| ELEVENTH | Special Provisions of the Standard Specifications. |
| TWELFTH | Standard Plans. |
| THIRTEENTH | Standard Specifications for Public Works Construction (current edition). |
| FOURTEENTH | Caltrans Standard Plans and Specifications. |
| FIFTEENTH | Reference Specifications. |

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

Section 2-9.1

Permanent Survey Markers

The following supersedes the provisions of Section 2-9.1:

The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving street and highways, or City public right of way and to file with the County Surveyor a Corner Record of any such work. Prior to final payment and the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation

that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall provide the Agency a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

The payment for surveying, related professional services, office calculation, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

Section 2-9.2 Survey Service

The following supersedes the provisions of Section 2-9.2:

Unless otherwise provided in the Technical Provisions, establishing lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Agency's Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

Section 3 **Changes in Work**

Section 3-5 Disputed Work

Section 3-5.1 Retention of Imperfect Work

The following is in addition to the provisions of Section 3-5:

If any portion of the work done or materials furnished under the contract proves defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make deductions therefor in the payment of the contract item due Contractor as may be just and reasonable.

Section 6 Prosecution, Progress and Acceptance of the Work

Section 6-1 Construction Schedule and Commencement of Work

The following is in addition to the provisions of Section 6-1:

The Contractor's proposed construction schedule shall be submitted to the Engineer within ten (10) working days after the date of the contract execution. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

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:

| | | |
|---|--|-------------------|
| South California Edison Co. | Ryan Barfield | 310/783-9340 |
| The Gas Company | Tech Services Planning Attn: Lead Planner | 310/687-2067 |
| AT&T | Raymond Dove | 310/515-4257 |
| AT&T | Terence Little | 626/817-4252 |
| Gardena Police | Dispatch | 310/323-7911 |
| Los Angeles County Fire Dept. | | 310/217-8391 |
| Time Warner Communications | Stan Walker | 310/618-9485 |
| Sun ESYS | Jim Hardisky | 951/278-0400 |
| Waste Resources of Gardena | (Refuse) | 310/366-7600 |
| Golden State Water Co. | Conde Ventura | 310/436-6950 x201 |
| Golden State Water Co. | Dave Cathcart | 310-436-6951 x100 |
| Underground Service Alert | | 800/422-4133 |
| Los Angeles County Flood Control | Daryll Chenoweth | 626/458-3709 |
| Los Angeles Sanitation District | Jon Ganz | 562/908-4288 |
| Metropolitan Water District, Civil Eng. Substructures Section | | 213/276-7634 |
| Chevron Pipeline Co. | Al Super | 714/228-1506 |

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.

Section 6-7.2 Working Day

The following is in addition to the provisions of Section 6-7:

The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 4:00 P.M., Monday through Friday except holidays. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

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.

Section 6-8 Completion and Acceptance

The following is in addition to the provision of Section 6-8:

In addition to the guarantees as required in Section 2-4 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the Agency to insure that defects, which may appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Engineer within thirty (30) days after written notice thereof by the Agency.

Section 6-9 Liquidated Damages

The following is in addition to the provisions of Section 6-9:

The amount of liquidated damages is hereby amended to \$500 for each consecutive calendar day.

Section 7 **Responsibilities of the Contractor**

Section 7-1 Contractor's Equipment and Facilities

Section 7-1.1 Contractor's Responsibility For Work

The following is in addition to the provisions of Section 7-1:

Until the formal acceptance of the work by the Agency, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with 7-3 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

Section 7-1.2 Notice and Service Thereof

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

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

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

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

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

Section 7-1.3

Warranty of Title

No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Agency. The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

Section 7-2

Labor

Section 7-2.2

Laws

The following is in addition to the provisions of Section 7-2.2:

Each bidder must submit with the Bid Proposal a fully executed Certificate of Non-Discrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

After the opening of bids and the determination of the low bidder, said low bidder shall submit to the Public Works Department, no later than 5:00 P.M. on the third working day following the bid opening, a completed "Fair Employment Practices Contractor Compliance Report".

Contractor is advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, Contractor 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 and any applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates or per diem wages are on file at the office of the Gardena City Clerk and the office of the City Engineer, and copies shall be made available to any interested party on request. Contractor shall post a copy of the rates at the Project site. Contractor shall, as a penalty to the Agency, forfeit Fifty Dollars (\$50.00) (or any higher rate established by the California Prevailing Wage Laws) for each calendar day, or portion thereof, for each worker that Contractor or its Subcontractors pay at less than the prevailing rates, as determined by the Director, for such work or craft in which such worker is employed for any public work done under the Contract.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it. Contractor and any Subcontractor under it shall comply with the requirements of said sections in the employment of apprentices.

In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the work done under the Contract. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records.

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.

In addition, the Contractor and any 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 follows: Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014** will continue to be monitored by the Labor Commissioner and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

For all new projects awarded on or after **April 1, 2015**, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These new 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.

Additional Federal Prevailing Wage Requirements

Notwithstanding, the above is a federally assisted construction contract and Federal Labor standards, including Davis-Bacon requirements will be enforced. These requirements include submission to the City weekly, for each week in which any contract work is performed, a copy of payrolls in accordance with 29 CFR 5.5(a)(3)(1) and (ii). Failure to timely provide accurate and

complete payroll reports shall constitute grounds for returning a payment request pursuant to Public Contracts Code section 201040.50. If Federal and State prevailing wage rates are applicable, then the higher of the two shall prevail.

Certification of Eligibility

By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Consultant shall execute a federal "Government-Wide Debarment and Suspension Certification" concurrently with this Agreement, in the form attached to this Agreement as Exhibit "F".

Non-Lobbying Certification

By entering into this Contract, Contractor presents that no compensation it receives under this Contract (whether from Agency or any federal source) has been paid or will be paid to any person for the purpose of lobbying or influencing any elected or appointed federal, state or local official in connection with the awarding of this Contract to Contractor, except as permitted by law. Contractor shall execute a federal "Lobbying Certification" concurrently with this Contract, in the form attached to this Agreement as Exhibit "G".

Section 7-3 Liability Insurance

The following supersedes the provisions of Section 7-3:

The Contractor shall, at its expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers licensed to sell insurance in the State of California and having a "A-VII" or higher rating in the latest edition of Best's Insurance Guide, and shall be subject to approval by the Agency's Risk Manager:

Workers' Compensation and Employer's Liability

- Workers' Compensation – coverage as required by law
- Employer's Liability – limits of at least \$100,000 per occurrence

Comprehensive General Liability

- Combined Single Limit - \$1,000,000
- Aggregate - \$2,000,000

Automobile Liability

- Combined Single Limit - \$1,000,000

The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$1,000,000.

All of the Contractor's policies shall contain an endorsement providing written notice to be given to the Agency at least 30 calendar days prior to termination, cancellation or reduction of coverage in the policy

The Bodily Injury and Property Damage Liability policies shall contain the following:

1. An endorsement extending coverage to the Agency as an additional named insured, in the same manner as the named insured as respects liabilities arising out of the performance of any work under the Contract. Such insurance shall be primary insurance as respects the interest of the Agency, and any other insurance maintained by the Agency shall be excess and not contributing insurance with the insurance required hereunder.
2. "Severability of Interest" clause.
3. Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
4. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

Any deductibles or self-insured retentions must be declared to and approved by the Agency. Contractor shall guarantee that, at the option of the Agency, either (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its directors, officials, officers, employees and agents; or (B) Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses, in the amount of any deductibles or self-insured retentions.

Promptly on execution of the Contract, and prior to commencement of any work, the Contractor shall deliver to the Agency copies of all required policies and endorsements thereto on the forms supplied by the Agency.

The Contractor shall require and verify similar insurance on the part of its Subcontractors.

The foregoing requirements as to the types, limits and Agency approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under the Contract.

Any policy or policies of insurance that the Contractor or his Subcontractors elects to carry as insurance against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this Contract shall include a provision waiving the insurer's right of subrogation against the Agency.

The cost of all insurance shall be included in the contractor's bid.

Instructions for completing the required endorsements and forms therefor are attached to these Special Provisions as Exhibits A-E.

Section 7-5 Permits

The following supersedes the provisions of Section 7-5:

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.

Section 7-6 The Contractor's Representative

The following is in addition to the provisions of Section 7-6:

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.

Section 7-10 Public Convenience and Safety

Section 7-10.1 Access

The following is in addition to the provisions of Section 7-10.1:

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. He 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.

Section 7-10.3 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 7-10.4.4 Edison Energized Conductors

The following is in addition to the provision of Section 7-10.4:

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.

Section 7-10.4.5 Emergency Provisions

The following is in addition to the provisions of Section 7-10.4:

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 7-10.4.6 Hazardous Substances

The following is in addition to the provisions of Section 7-10.4:

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.

Section 7-14 Antitrust Claims

The following is in addition to the provisions of Section 7-14:

By entry into this Contract, Contractor hereby acknowledges the terms of Section 7103.5 of the Public Contract Code and hereby offers and agrees to assign to the Agency all rights, title and interest in all causes of action it may have as outlined above.

Section 9 Measurement and Payment

Section 9-3.2 Partial and Final Payment

Section 9-3.2 is hereby deleted and replaced with:

The closure date for periodic progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

Section 9-3.5 Work Performed Without Direct Payment

The following is in addition to the provisions of Section 9.3:

Tools and materials of any class for which no price is fixed in the Proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be paid therefor.

Section 10 Dispute Resolution

The following Section 10 is in addition to any provisions in the Standard Specifications:

Section 10-1 Requests for Contract Adjustments and Relief

Section 10-1.1 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.

Section 10-2 Dispute Avoidance and Resolution

Section 10-2.1 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.

Section 10-2.2 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.

Section 10-2.3 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.

Section 10-2.4 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.

Section 10-3 Arbitration

Section 10-3.1 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 10-2 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.

Section 10-4 Disputes of \$375,000 or Less

Notwithstanding any other provision in the Contract to the contrary, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code Sections 20104 *et seq.*, which provisions are incorporated herein by reference. Contractor shall submit its claim of \$375,000 or less to the Agency in writing, within the time frames established, but no later than before the final payment is made. Nothing in the Public Contract Code Sections 20104.2(a) shall extend the time limit or supersede the notice requirements provided in this Contract for filing claims by Contractor.

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Section 1. Specifications

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

Section 2. Working Hours and Days

8:00 a.m. to 4:00 p.m., weekdays except City Holidays.

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. The amount will be deducted from a progress payment.

Section 3. Progress Schedule

Within ten (10) working days after the Notice of Award, the Contractor shall submit to the Engineer a progress schedule. Modified progress schedules shall be submitted if any major items of work are rescheduled.

Section 4. 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 written notice shall be submitted to the Engineer for approval prior to being delivered.

Section 5. 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) Labor20
- 2) Materials15
- 3) Equipment Rental.....15
- 4) Other Items and Expenditures15

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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 6. Construction Staging

The Contractor shall include in his bid all costs to perform the work under this contract in stages. The Contractor shall begin and complete work in each stage prior to starting work in subsequent stages unless previous permission is obtained from the Engineer.

Section 7. Project Site Maintenance

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 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.

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.

Section 8. Existing Facilities

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.

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Section 9. 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 hour period when concrete is poured.

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

Payment for this item shall be included in the applicable contract work item.

Section 10. Traffic Control

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 8:00a.m. and 4:00p.m. only. No traveled lane shall be closed overnight without prior City approval. Access to private property shall be maintained at all times.

"Temporary No Parking" signs shall be posted no more than 50 feet apart at least 72 hours prior to work. "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 will be implemented for a maximum of five (5) working days at a time. Signs shall be removed and reposted for each time period. Contractor shall post for cold milling and paving separately.

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).

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If traffic control measures are not in conformance with these manuals, 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 for each temporary lane closure maintained beyond the allowed working hours. The fee will be assessed at a rate of Five Hundred (\$500) per each travel lane per each thirty (30) minute interval, or fraction thereof.

Section 11. Excavation

Payment for excavation shall be incidental and included in the appropriate unit price bid.

Section 12. 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 re-sawn 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.

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Section 13. Concrete Removal

Concrete to be removed shall be sawcut to a minimum depth of 5 inches at either score marks or a minimum of 3 feet from the score marks. 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 14. Base

The Contractor shall furnish Certified Weight Tickets for material delivered to the job site and deliver it to the Engineer or his representative before the end of the working day.

The City may hire a qualified soils engineer to perform all tests. If the material furnished by the Contractor fails any tests, the Contractor shall remove said material and shall complete the construction of the base with material acceptable to the Engineer at no extra cost to the City.

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 15. Portland Cement Concrete

Concrete shall be 520-C-2500 for curb-gutter, curb ramps, driveways, sidewalk and concrete pavement. Curing compound shall be Type 2 (if required).

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Section 16. Concrete Sidewalks

Concrete sidewalk construction shall include removal and disposal of existing interfering structures, tree roots, objects, soil, etc. Contractor shall remove and replace any inadequate existing base material with compacted CMB.

Any damaged utility boxes, traffic signal pull boxes, etc., shall be replaced. All boxes shall be adjusted to grade and all costs for this work shall be incidental and included in this item of work.

Section 17. Concrete Curb & Gutter (NOT USED)

Section 18. Concrete Curb Ramp

Curb Ramp construction shall include removal and disposal of interfering structures, objects and soil. Ramp shall be 4" thick concrete over 6" thick C.A.B.

Included in this construction is the adjustment and protection of sweeps, conduits, pull boxes, utility access frames and covers to finished grade and protection of traffic detectors, stub-outs and homeruns. Traffic detectors damaged by the Contractor's operations shall be replaced at the Contractor's expense.

At locations where street lighting or traffic signal poles encroach into the curb ramp to be installed, concrete pedestals shall be constructed between finished grade and pole bases.

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).**

Section 19. Curb Ramps (Modified) (NOT USED)

Section 20. Survey and Monumentation

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.

PRIOR TO START OF CONSTRUCTION, the Surveyor shall locate and

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provide ties for all existing centerline monuments and centerline ties. The Surveyor shall file a corner record of these monuments and ties with the County Surveyor. A copy of these corner records shall be given to the Engineer prior to start of construction.

AFTER CONSTRUCTION, all existing survey monuments and ties lost due to construction shall be reestablished by the Surveyor. THE SURVEYOR SHALL ALSO ESTABLISH CENTERLINE MONUMENTS AND TIES AT ALL STREET AND ALLEY INTERSECTIONS WITHIN THE PROJECT LIMITS WHERE NONE EXISTED PRIOR TO CONSTRUCTION. A corner record of the monuments, benchmarks, ties, etc. established or reestablished shall be filed with the County Surveyor prior to the recordation of the Notice of Completion. A copy of the recorded corner records shall be given to the Engineer prior to final payment.

Section 21. Driveways, Approach, Alley Intersection, Spandrels and Cross Gutters (NOT USED)

Section 22. Cold Milling

Payment for cold milling pavement shall be according to the square feet of surface approved for milling irrespective of the actual area milled, the depth of milling, the number of passes required, or the pavement material milled. **There will be no compensation for over milling.**

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.

Section 23. Crack Sealing and Pavement Preparation

Existing pavement cracks, joints, spalls and cracks around utility patches, shall be sealed as follows:

Cracks, Joint Widths Required Sealing Method

1/4 " to 1/2 "

Rout to 1/2" wide, 1/2 " deep

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| | |
|-------------------|--|
| 1/2" to 3/4" | Fill with Sealant* Fill with sealant* |
| Greater than 3/4" | Fill with hot mix asphalt paving (F-PG64-10) |

* 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.

Section 24. 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.

Section 25. Asphalt Tack Coat

Asphalt tack coat shall be applied to all existing asphalt surfaces prior to asphalt overlay.

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

Section 26. Asphalt Concrete Pavement (AC)

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

The minimum temperatures for rolling shall be per section 302-5 of the "Greenbook" Standard Specifications for Public Works Construction, latest

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edition.

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

JOINTS SHALL NOT BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. JOINTS PLACED WITHOUT APPROVAL SHALL BE REMOVED AT THE SOLE EXPENSE OF THE CONTRACTOR.

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.

Section 27. Asphalt-Rubber Hot Mix (ARHM)

Feather joint edges shall be made along straight lines by hand raking out all heavy aggregates prior to rolling to produce a smooth uniform surface. Compacted edge along gutter lip shall be 3/8 inch in height.

ASPHALT-RUBBER SHALL BE D2-PG64-16, SSPWC SECTION 203-11 WET PROCESS AND SECTION 302-9.

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

COLD JOINTS SHALL NOT BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. COLD JOINTS PLACED WITHOUT APPROVAL SHALL BE REMOVED AT THE SOLE EXPENSE OF THE CONTRACTOR.

The Contractor shall establish designated asphalt truck routes and staging areas and shall communicate these routes and areas to truck drivers prior to the arrival at the job site. This plan must be approved by the Engineer five (5) days prior to paving.

CONTRACTOR SHALL REMOVE ALL TRACKED ASPHALT MATERIALS FROM CONCRETE SURFACES AND RAISED PAVEMENT MARKERS.

Section 28. Pavement Compaction

The compaction after rolling shall be 95% of the density obtained with the California Kneading Compactor per California Test 304. The field density of the compacted asphalt concrete shall be determined by a properly calibrated nuclear asphalt-testing device. Failed areas shall be removed and replaced at

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Contractor's expense.

Section 29. Traffic Access and Rock Dust Blotter

Rock dust blotter shall be provided and uniformly applied using a mechanical spreader at a rate of approximately 1.65 kilogram per square meter.

Section 30. Adjust Utility Access Openings

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 31. Traffic Markings and Raised Pavement Markers

Furnishing and installation of traffic markings shall include all work required to place raised pavement markers, thermoplastic material and curb paint. All striping shall consist of thermoplastic material with glass bead finish.

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

Section 32. Fire Hydrant Marking

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

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

Section 33. Splicing

All conductor splicing shall conform to Section 86-2.09 of the Standard Specifications of the State of California, Department of Transportation, latest edition. All detector loop wire and lead-in cable shall be soldered at every splice or connection.

Section 34. Loop Detectors and Lead-In Cable (NOT USED)

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Section 35. Tree Removal

Remove and dispose of existing tree, stump and roots. Grind roots minimum of 12" from top of grade. Backfill with select material and prepare for P.C.C. construction or tree replacement where shown.

Section 36. Tree Planting

Tree species shall be 24" box (species as noted). Payment for this item shall include the following:

- A. All material and work for planting of the tree
- B. One-year maintenance period. If a tree requires replacement within the one year maintenance period, the new tree shall also have a one year maintenance period from the date of acceptance.

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

Section 37. Maintenance and Guarantee

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 guaranteed by the contractor for the maintenance period. Contractor liability shall cover cost of labor, equipment and materials to replace trees of similar size during the covered period.

Section 38. Incidental Work

All work and materials required by the plans and specifications, and not specifically listed in the bid schedule items of work, shall be considered incidental and no additional payment shall be made therefore. Incidental items shall include, but not be limited to, 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; and coordination of utilities.

Section 39. Inspections

Inspection shall be made once a day for areas ready for inspection. Areas or

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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.

Section 40. Asphalt Tracking Prevention and Mitigation

The purpose of this section is to address any tracking related problems caused by the Contractor. The City requires that all streets adjacent to the project remain track free during and after construction. Contractor shall prevent and mitigate asphalt tracking on all adjacent surfaces. The use of water or any other methods approved by the Engineer may be utilized. If tracking is present at the end of the work day, the Contractor shall use steam cleaning and a vacuum truck to remove tracking from all affected areas to the satisfaction of the Engineer.

Section 41. Estimated Quantities

The quantities shown on the Bid Schedule are approximate only. The Contractor will be paid for the actual quantities of work based on approved field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications. Additional bid item work shall be completed within the total working days in these specifications. Additional working days maybe allowed with the approval of the engineer.

Section 42. Submittals

Provide submittals as requested by the engineer.

Section 43. Construction Water

The Contractor shall obtain a construction water meter from Golden State Water including required deposit and fees. The Contractor shall pay for the water used, at the current water rates. All arrangements for construction water shall be made by contractor with Golden State Water at Contractor expense.

Section 44. Utilities Location

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

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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 insure that they will not be damaged by its operations.

Section 45. Crosswalk Signage

The Contractor shall furnish and install a Crosswalk Signage Configuration with AC powered Rectangular Rapid Flashing Beacon (RRFB) supplied by Nextech Systems, Inc. (13885 Alton Parkway Suite #A Irvine, CA 92616 Telephone No. (949) 916-2664) or equal, on locations detailed on plans. The Contractor shall furnish and install all necessary wires, conduits, splice boxes, and all other equipment to connect the Crosswalk Signage with RRFB to the Power Source Point of Connection shown on plan to provide intended operation.

The Crosswalk Signage Configuration shall consist of but not limited to:

1. Crosswalk sign (MUTCD sign # SW24-2).
2. LaneLight Rectangular Rapid Flashing Beacon (RRFB) Double Sided (Model #: ITEMRRFBPLUS)
3. Polara (Model #: XAV2-Led) Push Button Station.
4. Polara Control Unit (Model #: XAVCU-DC)
5. Push Button sign (MUTCD sign # R10-25) mounted to Push Button Station.
6. 4-1/2" diameter round pole, 15' high.

The Contractor shall at his own expense, arrange to have a technician, qualified to work on the RRFB and Signage Configuration and employed by the RRFB Configuration provider, or his representative, present at the time the equipment is turned on. The Engineer shall be notified at least two (2) days prior to the beginning of the functional test period.

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RRFB shall be installed per manufacturer's instructions and specification. Test for proper operation and adjust satisfactory results are obtained.

Shop Drawings shall be submitted and approved by the engineer prior to installation.

Section 46. In-Pavement LED Lighted Pedestrian Crosswalk

The Contractor shall furnish and install a In-Pavement LED Lighted Pedestrian Crosswalk supplied by Nextech Systems, Inc. (13885 Alton Parkway Suite #A Irvine, CA 92616 Telephone No. (949) 916-2664) or equal; on locations detailed on plans. The Contractor shall furnish and install all necessary wires, conduits, splice boxes, and all other equipment to integrate the In-Pavement LED Lighted Crosswalk and the RRFB configuration to the Power Source Point of Connection shown on plan to provide intended operation.

The Crosswalk Signage and the In-pavement Crosswalk shall be integrated together so that both systems are activated simultaneously.

The In-Pavement LED Lighted Pedestrian Crosswalk shall consist of but not limited to:

1. LaneLight LED Module (Model #: MLK150)
2. LaneLight Controller (Model #:LLMK5LFB)
3. LaneLight MiniCabinet (Model #: MK5/1206)
4. In-Road Waterproof Wiring System
5. All necessary hardware and interconnect wiring

LaneLight controller - LLMK5LFB, shall be housed in the pole mounted NEMA approved LaneLight MiniCabinet enclosure. Enclosure shall be installed behind the Crosswalk sign (MUTCD sign # SW24-2).

The Contractor shall at his own expense, arrange to have a technician, qualified to work on the In-Pavement Lighted Crosswalk and employed by the In-Pavement Lighted Pedestrian Crosswalk manufacturer, or his representative, present at the time the equipment is turned on. The Engineer shall be notified at least two (2) days prior to the beginning of the functional test period.

In-Pavement Lighted Pedestrian Crosswalk shall be installed per manufacturer's instructions and specification. Test for proper operation and adjust satisfactory results are obtained.

TECHNICAL PROVISIONS

Shop Drawings shall be submitted and approved by the engineer prior to installation.

Section 47. Pavement Fabric

MATERIALS:

The pavement fabric shall be furnished by an ISO approved manufacturer of polypropylene geosynthetics. The paving fabric shall be needled punched,

nonwoven and heat treated on one side and shall conform to the following physical and mechanical properties.

A Certificate of Compliance for the paving fabric used on the project shall be furnished by the manufacturer to the engineer. The paving fabric shall be supplied in protective cover or wrap that is capable of protecting the fabric from ultraviolet, rays, abrasion and water.

| Property | Units | Test Method Minimum Average Roll | Value (MARV) |
|--------------------------|--|----------------------------------|--------------|
| Mass Per Unit Area | oz/yd ² /(gm/m ²) | ASTM D 5199-01 | 4.1 (140) |
| Grab Tensile Strength | lb (N) | ASTM D 4632-91 | 102 (450) |
| Grab Elongation at break | % | ASTM D 4632-91 | 50 |
| Mullen Burst Strength | lb (kPa) | ASTM D 3786-87 | 200 (1378) |
| Asphalt Retention | gal/yd ² (l/m ²) | ASTM D 6140-00 | 0.21 (0.95) |

Use Mirapave 500 (MPV 500) or approved equal paving fabric. Mirapave 500 is available from the MIRAFI Construction Products, (888) 795-0808 or (706) 693-2226 or www.mirafi.com.

Local Supplier: Triumph Geo-Synthetics, Inc. 2941 E. Miraloma, Unit 3, Anaheim, CA 92806, 1-888-775-7545, sales@triumph.com

Asphalt Sealant: The engineer shall approve asphalt cement. A grade asphalt of the same type used in the manufacturer of the hot mix asphalt for the overlay should be acceptable.

CONSTRUCTION PROCEDURE:

Surface Preparation: The surface on which the paving fabric is to be placed

TECHNICAL PROVISIONS

shall be free of dirt, water, vegetation and other foreign materials. Open cracks shall be sealed.

Application of Sealant: The asphalt cement and binder must be uniformly spray applied at a nominal rate of 0.25 gallons per square yard of residual asphalt. This shall be increased to 0.30 gallons per square yard of residual asphalt for very rough or cracked pavement.

Application of asphalt cement will be performed by truck mounted distribution equipment whenever possible, with hand spraying kept to a minimum. The temperature of the asphalt cement must be sufficiently high to permit a uniform spray pattern. The minimum recommended temperature for asphalt cement is 290 degrees Fahrenheit, and should not exceed 325 degrees Fahrenheit at the contact surface.

Paving Fabric Placement: The paving fabric shall be placed onto the asphalt cement with a minimum of wrinkles before the asphalt can cool or lose its tackiness. The paving fabric shall be replaced so that the non-heat treated (bearded or fuzzy) side is placed downward, into the sealant, thus providing an optimum bond between fabric and pavement during the construction process.

As directed by the Engineer, wrinkles severe enough to cause "folds" shall be slit and laid flat in the direction of paving operations. Brooming the paving fabric will assist it in making intimate contact with the pavement surface.

Any overlap of the paving fabric should be minimized, although an overlap of 1 to 3 inches is recommended to insure full closure of overlapping layers. Transverse joints should be shingled (overlapping) in the direction of paving operations to prevent edge pick-up by the paver. The contractor installing the paving fabric must prove that they have at least 4 years experience in placing paving fabric.

In the event that asphalt cement should bleed through the paving fabric before the hot mix asphalt is placed, it may be necessary to absorb any visible sealant by spreading sand or hot mix asphalt over those areas. This should minimize the tendency for construction equipment tires to lift the paving fabric when driving over it. Turning of paving equipment and other vehicles on the paving fabric must be kept to a minimum to avoid movement or damage to the fabric.

Section 48. Cast In Place Detectable Warning Surface (Truncated Dome)

The Contractor shall furnish and install cast in place detectable warning surfaces on locations detailed on plans. The detectable warning surface shall

TECHNICAL PROVISIONS

be 3'x4' Armor-Tile or approved equal, Federal Yellow in color, 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.

Sawcut and remove existing concrete to place new detectable warning surface on new concrete and base per ST-18.

Section 49. Night Paving

Contractor shall pave at night between the hours of 10pm to 6am, at the option of the city in the following streets:

- Gramercy Place from 135th st. to 139th st.
- 130th Street from Western Ave. to Budlong
- 134th Street from Western Ave. to Normandie Ave.

The above shall be undertaken by the Contractor at no additional cost to the city.

Section 50. Perimeter Antenna (cable) for Cart Control System

The Contractor shall reinstall the cables serving as perimeter antenna for the cart control system originally manufactured and installed by Gatekeeper System. The cables shall be 14-gauge, double insulated wire, embedded directly into the asphalt pavement on a 1/4" wide x 1" deep sawcut and sealed with an approved traffic loop sealant per manufacturer's specifications.

The Contractor shall, at his own expense arrange to have qualified technicians test the Gatekeeper System and ensure it functions properly. The City shall be notified so the system test can be witnessed and approved.

LOCAL STREETS OVERLAY 2016 VARIOUS LOCATIONS JN 897

| NO. | LOCATION | Length | Cold Mill (1.5" - 0") | Cold Mill Full Grind (1.5") | Asphalt | Asphalt | Man Hole | Pavement fabric | R&R AC |
|-----|---|----------|--------------------------|-----------------------------------|---------|---------|-------------|--------------------|--------|
| | | LF | SQ. FT. | SQ. FT. | SQ. FT. | TONS | EA. | SQ. FT. | EA. |
| 1 | 132nd Street - Ardath Ave to End of Cul de sac | 422.82 | 4,263 | | 8,231 | 86 | 2 | 1,020 | |
| 2 | 136th Street - Ardath Ave to End of Cul de sac | 368.61 | 3,411 | | 6,836 | 72 | 2 | 2,532 | |
| 3 | Wilkie Avenue - 135th St to 139th St | 1,279.53 | 13,905 | | 34,070 | 358 | 5 | | |
| 4 | Spinning Avenue - 129th St to 134th Pl | 1,924.32 | 20,238 | | 53,769 | 565 | 6 | 3,300 | |
| 5 | 129th Street - Haas Ave to Cimarron St | 582.52 | 6,733 | | 20,047 | 210 | 3 | 1,104 | |
| 6 | Cimarron Street - El Segundo Blvd to 132nd St | 1,405.42 | 15,991 | | 46,201 | 485 | 7 | 16,833 | |
| 7 | 134th Place - Wilton Ave to Manhattan Pl | 911.05 | 10,345 | | 29,593 | 311 | 3 | 6,147 | |
| 8 | Gramercy Place - 135 th St to 139th St | 1,264.11 | 14,425 | | 51,452 | 540 | 5 | | |
| 9 | 130th Street - Western Ave to Budlong Ave | 3,792.53 | 39,522 | | 130,317 | 1,368 | 11 | | |
| 10 | 134th Street - Western Ave to Normandie Ave | 2,550.90 | 27,252 | | 89,559 | 940 | 4 | 17,320 | |
| 11 | 129th Street - Budlong Ave to Catalina Ave | 414.19 | 5,322 | | 11,146 | 117 | 1 | | |

NOTES: Some locations may change, all areas are approximate. Exact limits to be field approved by the City. All striping shall be thermoplastic material.

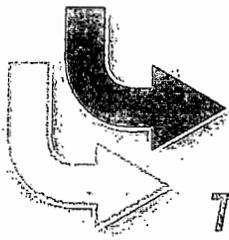
R&R AC=Remove and Replace Asphalt Pavement

LOCAL STREETS OVERLAY 2016 VARIOUS LOCATIONS JN 897

| NO. | LOCATION | Length | Cold Mill (1.5" - 0") | Cold Mill Full Grind (1.5") | Asphalt | Asphalt | Man Hole | Pavement fabric | R&R AC |
|---------------|--|---------------|--------------------------|-----------------------------------|----------------|--------------|-------------|--------------------|------------|
| | | LF | SQ. FT. | SQ. FT. | SQ. FT. | TONS | EA. | SQ. FT. | EA. |
| 12 | Catalina Avenue - 132nd St to End of Cul de sac | 1,379.32 | 14,900 | | 45,029 | 473 | 9 | 8,503 | |
| 13 | 130th Street - Berendo Ave to Vermont Ave | 684.99 | 7,488 | | 17,731 | 186 | 1 | | |
| 14 | Halldale Avenue - Marine Ave to 153rd St | 608.23 | 6,970 | | 19,183 | 201 | | | |
| 15 | 154th Place - Gramercy Pl to End of Cul de sac | 1,052.84 | 13,620 | | 35,113 | 369 | 2 | | 127 |
| 16 | Casimir Avenue - Marigold Ave to End of Cul de sac | 590.61 | 7,139 | | 22,176 | 233 | 3 | 5,626 | |
| 17 | St. Andrews Place - 159th St to 161st St | 625.62 | 7,371 | | 23,799 | 250 | 4 | 840 | |
| 18 | Hobart Boulevard - Gardena Blvd to End of Cul de sac | 233.05 | | 4,724 | 4,724 | 50 | 1 | | |
| 19 | 1012 Gardena Boulevard - Parking Lot | | 12,791 | 2,498 | 34,475 | 362 | 2 | | |
| 20 | Parking Lot Addition | | | 3,256 | 3,256 | 34 | | | |
| TOTALS | | 20,091 | 231,684 | 10,478 | 686,706 | 7,210 | 71 | 63,225 | 127 |

NOTES: Some locations may change, all areas are approximate. Exact limits to be field approved by the City. All striping shall be thermoplastic material.

R&R AC=Remove and Replace Asphalt Pavement



LaneLight

The Most Trusted Name in LED Road Warning Systems

RAPID FLASHING BEACONS



5 YEAR
WARRANTY

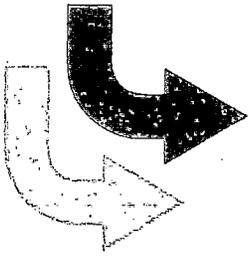


*Ideal for Pedestrian
and School Crosswalks*



www.LaneLight.com





LaneLight

The data show very high rates of motorist "yield to pedestrians" compliance, mostly in the high 80s to close to 100 percent, in comparison to far lower rates (in the 15 to 20 percent range) for standard beacons.

Applications

- Easily integrated with **LaneLight** IRWLs for a "Super Crosswalk"
- High-speed and multi-lane crossings for schools, pedestrians
- Roundabout crossings

Benefits

- Larger 7"x 3" LED arrays for increased visibility
- Significantly higher driver awareness and compliance
- High-intensity leds command attention, day and night

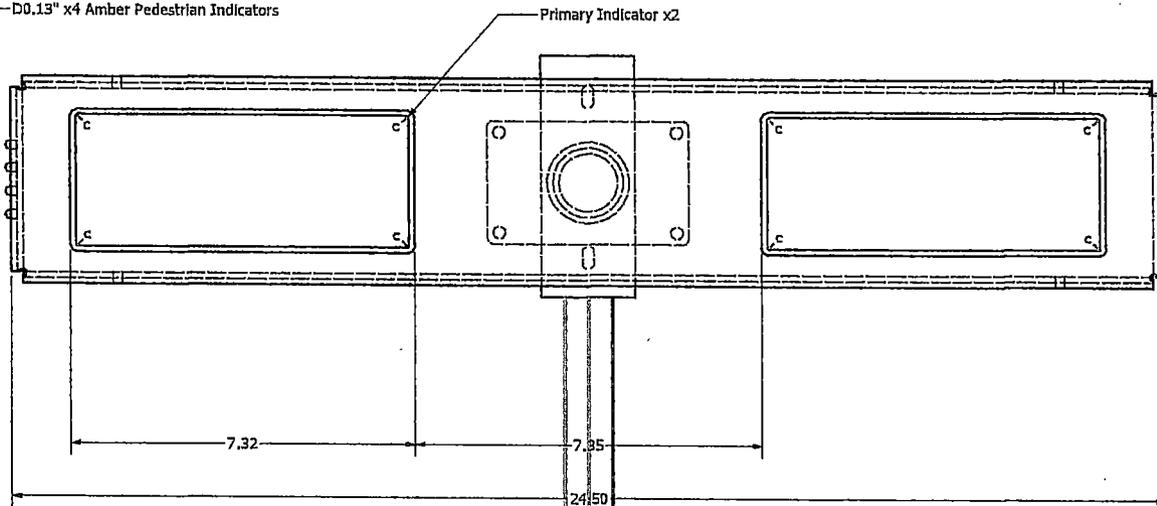
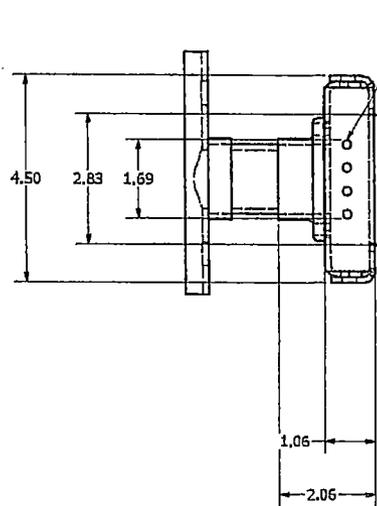
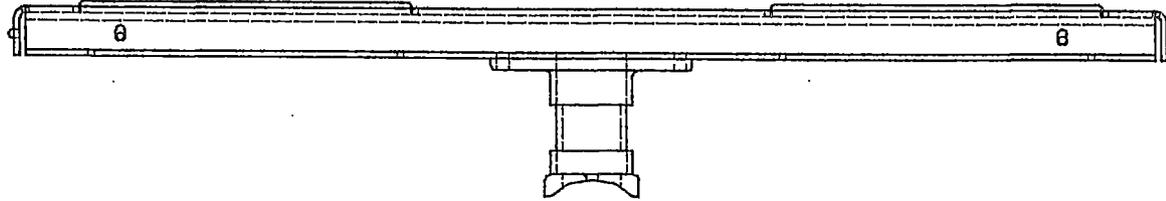
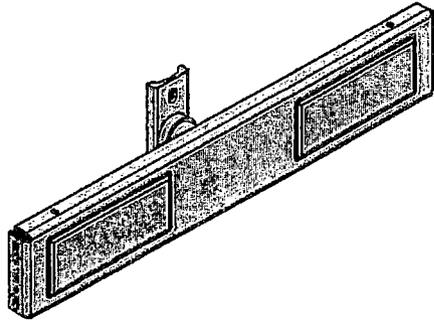
Features

- Multiple units are wirelessly synchronized, flash in unison
- Installation onto new or existing sign poles: single bar or back-to-back available
- Available PedPad, PhotoBollard passive activation, wired or wireless pushbutton
- 5 year warranty
- CSA/UL certified components

SPECIFICATIONS

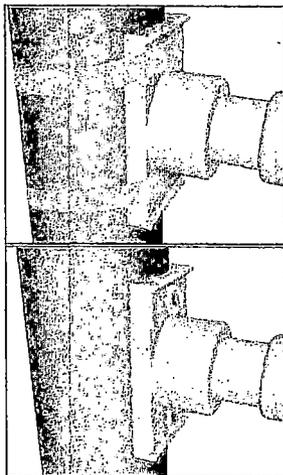
| | |
|--------------------|--|
| Flash pattern: | MUTCD compliant |
| Flash duration: | Adjustable in 1 second increments from 5 sec to 99 sec |
| Wireless: | Wireless connectivity and flashing synchronization between units |
| LED intensity: | Meets or Exceeds SAE J595 class 1 |
| LED chromaticity: | Meets SAE J578 |
| LED color: | Amber (red also available for custom applications) |
| LED night dim: | Option (available upon request) |
| Lens color: | Clear lens and clear LED when not illuminated |
| Lens cover: | Polycarbonate - UV Resistant |
| Pedestrian LED: | Standard End mounted Pedestrian notification LED's |
| Lighbar finish: | Powder Coated Black = standard; custom colors available option |
| Cabinet finish: | Aluminum = standard; Powder coating colors available option |
| Control cabinet: | Nema 4; 16.25"W x 16.25"H x 10.125"D; lockable door. |
| Operating temp: | -40C to +80C (Battery temp range may vary depending on config) |
| Power options: | AC / Solar / Hybrid or Battery only for custom applications |
| Mount options: | Bolting or banding onto poles as small as telespar |
| Warranty: | 5 Years |
| Country of origin: | Designed and manufactured in Victoria, BC Canada |





D0.13" x4 Amber Pedestrian Indicators

Primary Indicator x2



Mounting Options

- 1) Stainless Steel Banding
- 2) Provided $\frac{3}{8}$ " bolts, nuts, and washers.

Electrical Specs:
 Operating Voltage: 10-30VDC
 Average Current Draw at 12VDC: 1.3A

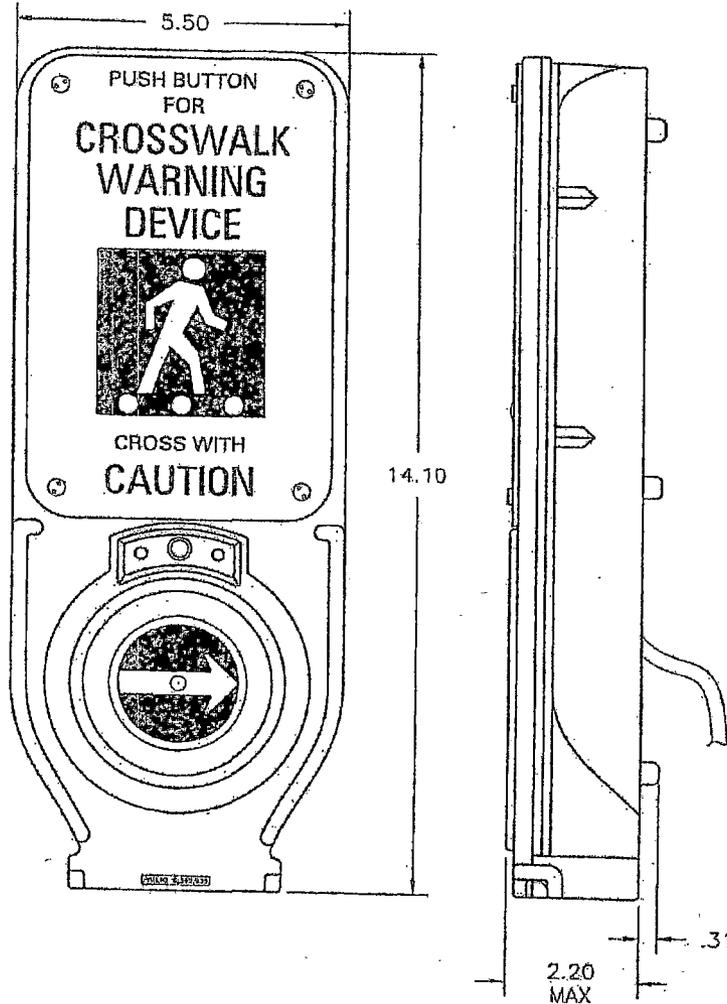
PWR+ Beacon1
 PWR+ Beacon2

Primary Indicators exceed SAE J959 requirements



| | | | | |
|----------|--------|------------|---|-----|
| DRAWN | Falsal | 2014-08-25 | | |
| CHECKED | | | TITLE LaneLight RRFB Head Spec Sheet | |
| QA | | | | |
| MFG | | | | |
| APPROVED | | | | |
| SIZE | C | DWG NO | RRFBMechR001 | REV |
| SCALE | 1/2 | | RRFB Head | 1 |
| | | | SHEET 1 OF 1 | |

Model XAV2-LED Push Button Station



The XAV2-LED push button station is designed for use at a pedestrian crosswalk with in-pavement or overhead flashing yellow lights. It works in conjunction with the XAVCU2 control unit. Within this system, the XAV2-LED provides an instructional sign, a push button with directional arrow for activating the flashing lights, a voice message, and a group of three yellow LEDs which flash in sync with the street lighting.

The XAV2-LED uses the same rugged and reliable push button and housing as Polara's Navigator. In addition to the push button, the XAV2-LED contains a speaker, a 10 watt RMS audio amplifier, a noise monitoring microphone for auto volume control, and LEDs.

An 8 conductor cable connects the XAV2-LED to the XAVCU2.

The XAV2-LED is supplied with an 8 conductor, 10 foot pigtail cable (not rated for burial) ready for connection directly to an XAVCU2 mounted on the same pole. For runs to a remotely located XAVCU2, the installer must supply an 8 conductor burial rated cable. Polara stocks and sells our recommended direct burial rated cable that has matching colors to the pigtail cable to help prevent any potential for miswiring.

The unit is supplied with mounting hardware, silicone filled wire splices and installation instructions.

NOTE: This unit is not compatible with older XAVCU controllers.

Model XAV2-LED Push Button Station

Function

Push button station for use on crosswalks with flashing yellow lights. Connects to XAVCU2 to enable triggering of crosswalk lights and can provide a locate tone and a voice message.

Options Available

- XAV2 -- Push button station
- XAV2-LED -- Push button station with LEDs in sign.

Electrical Properties

| Power Requirements | |
|---------------------------------------|---|
| DC In | 10-24 V DC from XAVCU2 |
| Idle Current Draw | ~1.2mA |
| Peak Current Draw (15VDC input power) | ~500mA with voice message at maximum |
| LED Current | 22mA typical |
| Inputs | |
| BTN | Driven low to ground when the push button is pressed. |
| MIC (Microphone) | 0-1.5 Volts (ambient noise feedback) |
| Outputs | |
| PWR+ | 10-24 Volts DC referenced to PWR- |
| PWR- | DC Ground |
| LED | Driven low to ground to drive LEDs (typically 22mA) |
| MUTE | Driven low to ground to enable audio amplifier |
| AUD1 | One half of balanced audio input |
| AUD2 | Other half of balanced audio input |

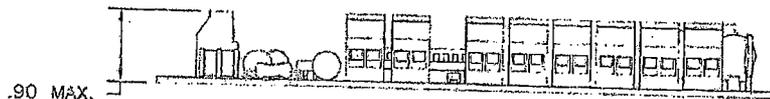
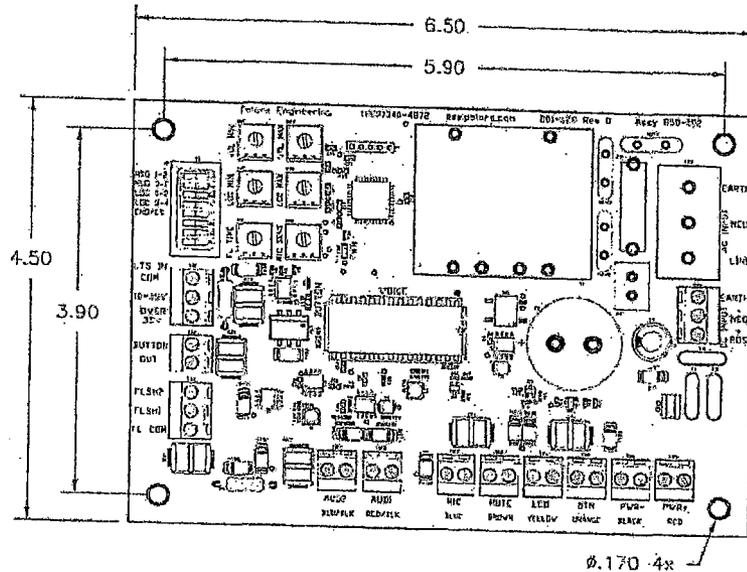
Features

- Instructional sign with tamper resistant mounting screws
- Provides yellow LEDs that flash in sync with street lighting (XAV2-LED only)
- ADA compliant push button with directional arrow - field adjustable direction: left, right, up or down.
- 10-watt audio amplifier
- Weather resistant speaker

Mechanical Properties

| Physical | |
|-------------------------|---|
| Enclosure Type | Cast aluminum housing with yellow powder coat finish, watertight o-ring seals |
| Installation | 2 holes on 6.0" centers, tapped 1/4-20 plus 1/2" or larger hole for wire access |
| Dimensions | |
| Width | 5.50" |
| Length | 14.10" |
| Maximum Height | 2.60" |
| Environmental | |
| Operating/Storage Temp. | -34°C to +60° |

XAVCU2-DC - Control Unit for Models XAV2 and XAV2-LED Push Button Stations



The XAVCU2-DC is a control unit that works in conjunction with Polara's XAV2 and XAV2-LED Push Button Stations, and provides a system for playing a voice message at a pedestrian crosswalk where flashing yellow lights are installed. The system has several other features as listed below. Note: XAVCU2-DC model products are not compatible with the previous XAVCU-DC model products.

Operational Features:

- Dip-switch selectable number of message repetitions with options of repeating 1, 2, and 3 times or continuous while the crosswalk lights are flashing.
- Dip-switch selectable rate for the button locating tone. Options are; None, every 2 seconds, every 3 seconds, and every 4 seconds.
- Dip-switch selectable voice message. Options are; English only, or both English and Spanish. A custom message is also available by special order.
- Capability for setting the minimum and the maximum limits for the sound volume for both voice message and locating tone.
- Automatic volume adjustment to compensate for changes in ambient noise levels. The output volume stays within preset limits. The system also provides a gain adjustment for the built-in ambient noise sensing microphone.
- Two inputs for external light signal. One for 10-35 Volts AC/DC, and one for 35-130 Volts AC/DC. This input is required to trigger the voice message.
- The XAVCU2-DC comes with two flash control signal outputs which could be used to drive external relays for controlling flashing lights. A special program is needed for this function and the boards have to be ordered as such. An onboard adjustment is available to set the flash time.

An 8-wire cable is required (furnished by installer) to connect between a remotely located XAVCU2-DC and the push button stations. Polara stocks and sells our recommended direct burial rated cable that has matching colors to prevent any potential for miswiring. A maximum of two push button stations can be connected to an XAVCU2-DC.

A relay contact output is provided which closes when the XAV2 button is pressed. This may be used to trigger an external flashing system.

XAVCU2-DC - Detailed Specification

Function

Controls up to two Polara XAV2 or XAV2-LED Push Button Stations

Options Available

XAVCU2 (for AC voltage operation)
XAVCU2-DC (for DC voltage operation)

Electrical Properties

| Power | |
|---------------------------------------|---|
| DC Power In | 10-24 V DC |
| Idle Current Draw | ~2mA + 1.2mA per XAV2/XAV2-LED |
| Peak Current Draw (15VDC input power) | ~500mA with voice message at maximum |
| Max # of XAV2s | Limited only by current available |
| Inputs | |
| BTN | Normally high, pulled up to PWR+ (pulled to GND when the PB is pressed) |
| MIC (Microphone) | 0-1.5 Volts (ambient noise feedback) |
| LTS IN - L | 10-35 Volts AC/DC (External Light - Flashing) |
| LTS - H | 35-130 Volts (External Light Control - Flashing) |
| LTS - COM | Common GND reference |
| Outputs | |
| PWR+ | 10-24 Volts DC referenced to PWR- |
| PWR- | DC Ground |
| LED | Open collector to drive LEDs in PCB (typical 22mA sink from XAV2-LED) |
| MUTE | Open collector active low < 0.3 Volts (Turns off speakers) |
| AUD1 | Differential outputs for PBS audio amplifier |
| AUD2 | Differential outputs for PBS audio amplifier |
| FLASH1/FLASH1 (2) (optional) | Optional relay drive, normally open (Energizes external relays with onboard flash time adjustment - polarity) |
| FLASH COM | 10-24 Volts - Provides power for relays (+ polarity) |
| BUTTON OUT (2) | Optically isolated contact closure for button press |

Features

| Dipswitch Selectable Options | |
|------------------------------|--|
| Message Repetition Rate | 1 time, 2 times, 3 times, or continuous while flashing |
| Button Locating Tone Rate | None, 2 seconds, 3 seconds, and 4 seconds |
| Voice Message Language | English, English & Spanish, or optional custom |
| Standard English Message | "Cross street with caution, vehicles may not stop" |
| Standard Spanish Message | "Cruce con cuidado, los vehículos posiblemente no se detendrán." |
| Adjustments and Settings | |
| Volume Adjustment | Adjusts automatically in response to ambient noise. Volume stays within preset min and max settings. |
| Noise Sensitivity | Allows for microphone sensitivity adjustment. |

Mechanical Properties

| Physical | |
|--------------------------|-------------------------------|
| Product Type | PC Board |
| Installation | Mounting holes: 3.90" x 5.90" |
| Dimensions | |
| Width | 4.50" |
| Length | 6.50" |
| Maximum Component Height | 1.60" |
| Environmental | |
| Storage Temperature | -45°C to +85° |
| Operating Temperature | -34°C to +74°C |
| Humidity | < 95% RH, non-condensing |

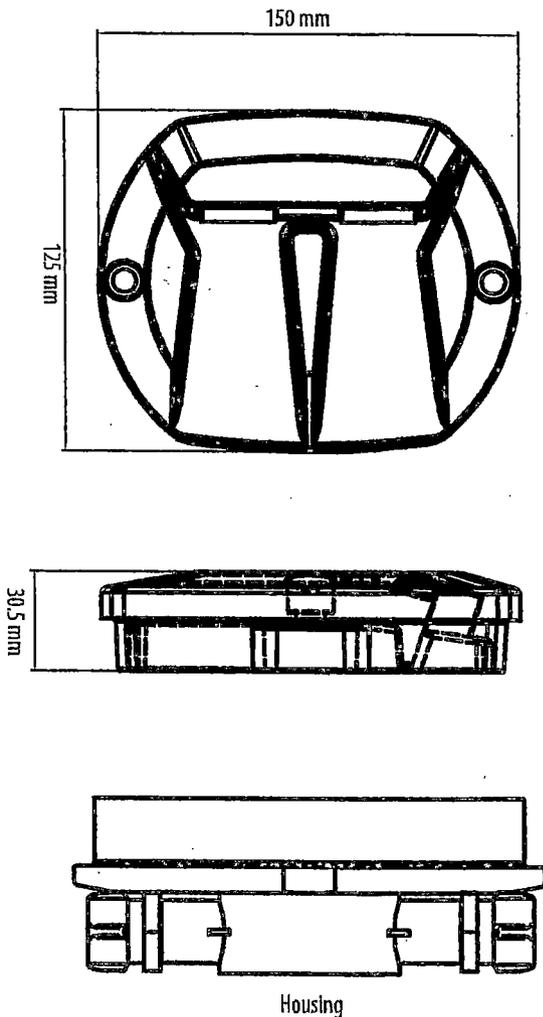
SPECIFICATIONS



LaneLight™ MLK150

LED-Illuminated In-Road Marker System UNI DIRECTIONAL

DIMENSIONS



STANDARD SPECIFICATIONS

| | |
|--------------------------------|--|
| Technology | Active LED |
| Dimensions - LED module | 150mm x 125mm (5.9"x 5") |
| Dimensions - Housing | 175mm (7") |
| Protrusion from pavement | 3 mm (.12") or Flush Mount option |
| Housing depth (incl. sub base) | 65mm (2.56") |
| Daytime visible | Yes, to 3000 ft (dimnable by PWM at night) |
| Snowplowable | Yes, with Flush Mount option |
| Housing - LED module | Stainless Steel |
| - Housing | Aluminum |
| Sealing | IP68 |
| Load rated | 5,000 kg compression |
| Operating temperature | -20C to +50C |
| Lens | Boron/glass |
| LED face | Uni-directional |
| LEDs per unit | 16 |
| LED color | Amber, Red, Green, White, or bi-color |
| Light intensity | Over 3,500,000 cd/m ² |
| Activation | Optional |
| Power | Hardwired; Low voltage AC, DC models ; 2.5w (nominal) |
| Controller | Microprocessor; (sold separately) |
| Wiring | 18 AWG direct burial or drain equipped conduit 2 or 3 wire configurations |
| MUTCD compliant | YES |

OPTIONS

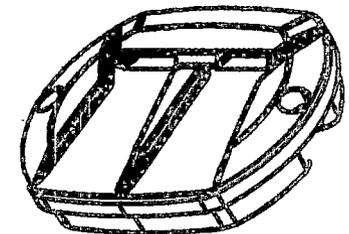
LED Colour : Amber, Red, Green, White, or bi-color

Special Voltages

Passive Activation Systems

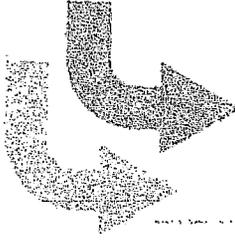
Integration with traffic control devices.

Addressable chip for control (chasing, flashing, etc.)



Intelligent Traffic Equipment Marketing Ltd.
16-755 Vanalman Ave.
Victoria, BC, Canada V8Z 3B8
1.866.666.36 www.ItemLtd.com





NEMA networking controller

product specifications

LaneLight

Mounting

4 Holes, diameter 1/4" (6.35mm), spacing CTC 5 1/2" x 10"
(139.7 x 254mm)

Rack mount (not illustrated)

Weight

1 lb (0.49 kg)

Power Requirements

Controller

Voltage: 10 to 48 VDC Power: 4.5 W nominal

External Power Supply

Voltage: 85 to 264 VAC, 47 - 63Hz Output Power: 100 W nominal

Surge Protection

The controller is designed and built to comply with test procedures applied according to A615-7.2 (Input-Output Terminals Pulse Test) and A615-7.3 (Non-Destructive Transient Immunity)

Circuit Protection

Adjustable up to 8 ampere per channel

Environment

Operating Temperature Range: -30°F to 165°F (-35°C to +74°C) Storage Temperature Range: -50°F to 200°F (-45.5°C to +93.3°C)
Operating Relative Humidity: 0% to 95%

Electrical Characteristics

Micro-Processor Unit (MPU)

Rabbit R3000i high-performance, low-EMI 8-bit microprocessor 55.5 MHz clock speed
Mass Data Storage Up to 1GB

Input Circuits (activation restarts time cycle)

Pedestrian push button type 2-wire; 2 independent circuits (contact closure, low voltage) for 1-99 second time cycle
Pedestrian call hold/store for traffic clearance
Sequential sensor input for directional sensing or speed threshold activation

Output Circuits

Marker Parallel: 2 independent circuits with 8 open-collector drivers for standard SWARCO MLK-150/MLK110 LaneLights.
Marker Serial: 2 independent circuits for MLK-150 LaneLights with built-in serial line interface.
Signal output: sequential operation of three signal colors (Green Amber Red) or HAWK type signal with fixed sequence
Photocell/activation circuit controlled output for overhead luminaires
Walk-Don't walk pedestrian signals including countdown display

Networking

DB-9 - type communication interface; Open standard protocols (NTCIP, PPP, TCP/IP, Telnet, etc.) are optionally supported. Can be remotely programmed and monitored through a network connection of any kind. Wired or wireless communication channels (eg. GPRS modem) can be used to access the controller for con and maintenance purposes. External routers can be connected using the optional RJ-45 network cable connector.

Configuration

Configuration by direct access to on board LCD display, with programming button/dial, or with Windows compatible software via connected computer, remote or on site. "Block of time-on override" function adjustable with this software package.

Diagnostics

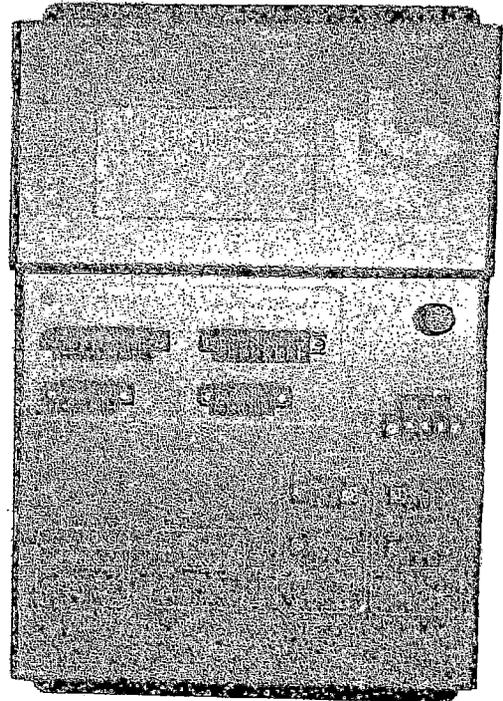
Multi functional diagnostic menu, dial-selectable, with cumulative data log file

Controller Firmware

New or revised versions are uploadable via connection to the controller.

Warranty

Five year standard LaneLight warranty, extendable





Intelligent Traffic Equipment Marketing Ltd.
40 Cadillac Avenue, Unit 2, Victoria, BC V8Z 1T2 Canada
tel: 250.381.4836 toll free: 866.466.4836 fax: 250.381.4830
www.itemltd.com info@itemltd.com

18 AWG 8 Conductor WATERBLOCK Auxiliary Cable Specification

LLWBXW18/8

Description: 18 AWG, 8 conductor unshielded 300V control tray cable constructed with stranded tinned copper, polyvinylchloride insulation, a water blocking barrier tape and an overall polyvinylchloride jacket. Cable is manufactured in the USA, suitable for use in Class I Division II hazardous locations and approved for installation in cable trays per Article 336 and for use as fire protective signaling cable per Article 760 of the National Electric Code. Cable may be installed in, and is approved for direct burial and outdoor applications.

1. Conductor

- 1.1 AWG Size & Stranding: 18 AWG, Class C 7 x 26 Strands
- 1.2 Material: Annealed Tinned Copper

2. Insulation

- 2.1 Material: Polyvinylchloride
- 2.2 Wall Thickness: 0.015" PVC & 0.005" Nylon - The minimum at any point shall not be less than 90% of the specified wall thickness

3. Color Code

- 3.1 Codes: Red, Black, Yellow, Orange, Blue, Brown, Red/Black Stripe, Blue/Black Stripe,

4. Assembly

- 4.1 Lay Length: Per UL Standard
- 4.2 Fillers: N/A
- 4.3 Binder: N/A
- 4.4 Shield: N/A
- 4.5 Drain Wire: N/A
- 4.6 Barrier Tape: Water Blocking Tape

5. Jacket

- 5.1 Material: Polyvinylchloride per UL Standard
- 5.2 Wall Thickness: 0.025" - The minimum at any point shall not be less than 80% of the specified wall thickness
- 5.3 Diameter: 0.314"
- 5.4 Color: Black
- 5.5 Weight: 53 lbs./Mft.

6. Markings

- 6.1 Type: Cable shall be permanently identified via surface inkjet print
- 6.2 Legend: LANELIGHT Auxiliary 18AWG 8C (UL) Water- and Sunlight-resistant, Direct Burial, Indoor/Outdoor, PLTC-ER, FPL, CMG, FT4

7. Standards

- 7.1 UL listed as Type TC-ER per UL Standard 1277 and Quad Rated TC, PLTC, NPLF & FPL
- 7.2 UL approved for Direct Burial, Sunlight and Oil Resistant applications requirements
- 7.3 Meets ICEA S-95-658, where applicable
- 7.4 All materials used in the manufacture of this cable are RoHS compliant

ALL SPECIFIED PARAMETERS ARE NOMINAL AND SUBJECT TO VERIFICATION



18 AWG 3 Conductor Unshielded 600V Control Tray Cable Specification - Quad Rated

LLWBXW18/3

Description: 18 AWG, 3 conductor unshielded 600V control tray cable constructed with stranded tinned copper, polyvinylchloride and nylon insulation, a water blocking barrier tape and an overall polyvinylchloride jacket. Individual conductors are manufactured in accordance with UL Standard 66, Type TFN/TFN/VW-1. Cable is manufactured in the USA in accordance with UL Standard 1277 and NEC listed Type TC, suitable for use in Class I Division II hazardous locations and approved for installation in cable trays per Article 336 and for use as fire protective signaling cable per Article 760 of the National Electric Code. Cable may be installed in open air, in ducts or conduits, in trays or troughs and is approved for direct burial and outdoor applications. Jacket is sunlight and oil resistant and cable is (UL) TC-ER approved for 600V, 75°C Wet or 90°C Dry, quad rated TC, PLTC, NPLF and FPL and meets or exceeds the requirements of UL 1581 and 1202 (FT-4) 70,000 BTU/HR and ICEA T-29-520 210,000 BTU/HR flame tests.

1. Conductor

- 1.1 AWG Size & Stranding: 18 AWG, Class C 19 Strands
- 1.2 Material: Annealed Tinned Copper

2. Insulation

- 2.1 Material: Polyvinylchloride & Nylon per UL Standard 66, Type TFN/TFN/VW-1
- 2.2 Wall Thickness: 0.015" PVC & 0.005" Nylon - The minimum at any point shall not be less than 90% of the specified wall thickness

3. Color Code

- 3:1 Code: Red, Black, Green

4. Assembly

- 4.1 Lay Length: Per UL Standard 1277
- 4.2 Fillers: N/A
- 4.3 Binder: N/A
- 4.4 Shield: N/A
- 4.5 Drain Wire: N/A
- 4.6 Barrier Tape: Water Blocking Tape

5. Jacket

- 5.1 Material: Polyvinylchloride per UL Standard 1277
- 5.2 Wall Thickness: 0.045" - The minimum at any point shall not be less than 80% of the specified wall thickness
- 5.3 Diameter: 0.309"
- 5.4 Color: Black
- 5.5 Weight: 53 lbs./Mft.

6. Markings

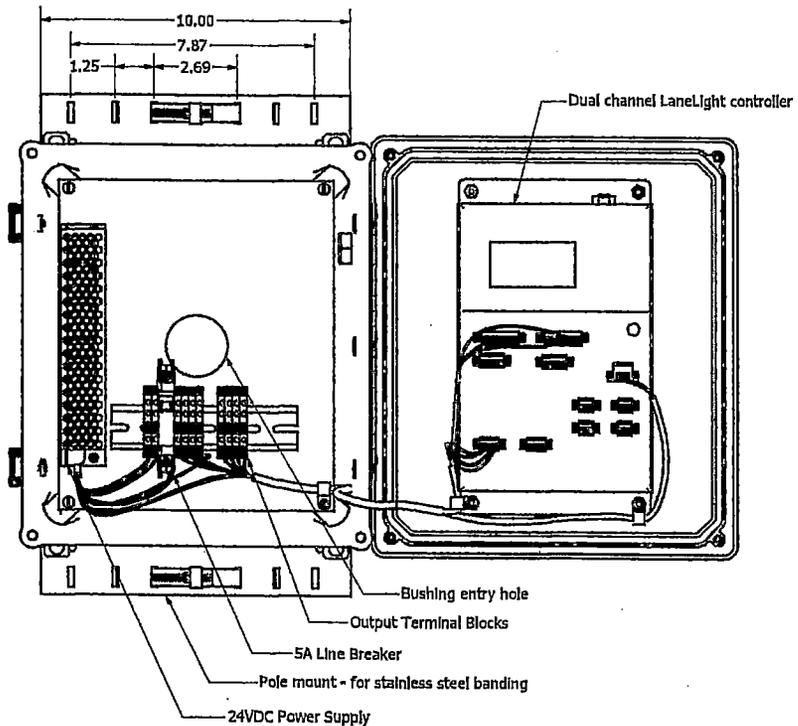
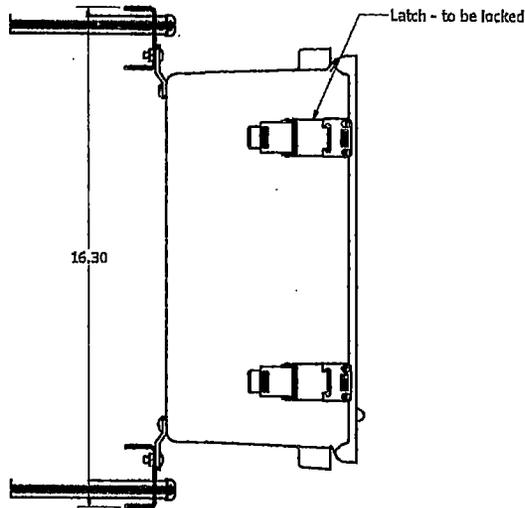
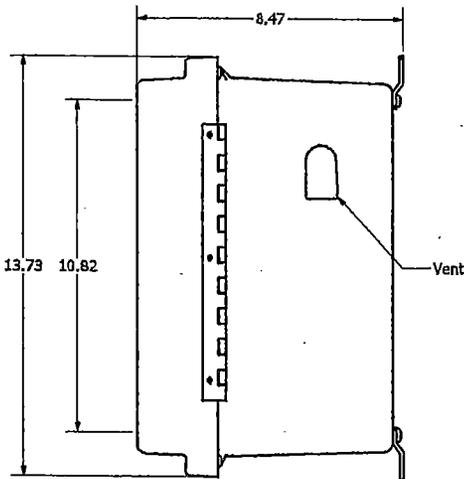
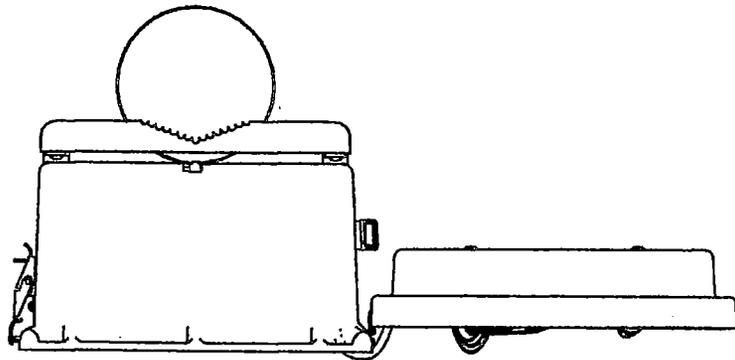
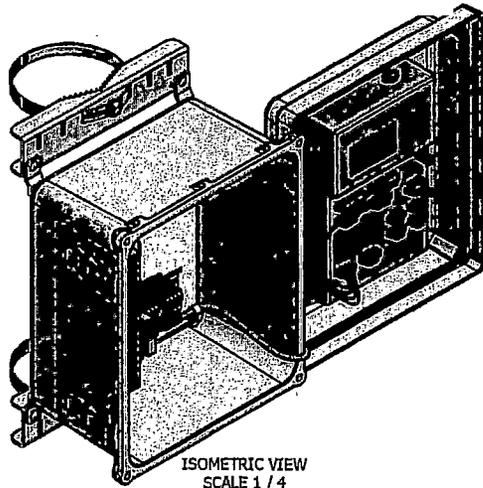
- 6.1 Type: Cable shall be permanently identified via surface inkjet print.
- 6.2 Legend: LANELIGHT CROSSWALK E208309 18AWG 3C (UL) TC-ER 600V PLTC NPLF FPL PVC/NYLON 90°C DRY 75°C WET PVC JACKET SUN RES DIR BUR OIL RES I FT-4 "ROHS"

7. Standards

- 7.1 UL listed as Type TC-ER per UL Standard 1277 and Quad Rated TC, PLTC, NPLF & FPL
- 7.2 UL approved for Direct Burial, Sunlight and Oil Resistant applications
- 7.3 Individual conductors pass UL VW-1 flame test, rated TFN/TFN/VW-1
- 7.4 Cable meets UL 1581 & 1202 (FT-4) 70,000 BTU/HR & ICEA T-29-520 210,000 BTU/HR requirements
- 7.5 Meets ICEA S-95-658, where applicable
- 7.6 All materials used in the manufacture of this cable are RoHS compliant

ALL SPECIFIED PARAMETERS ARE NOMINAL AND SUBJECT TO VERIFICATION

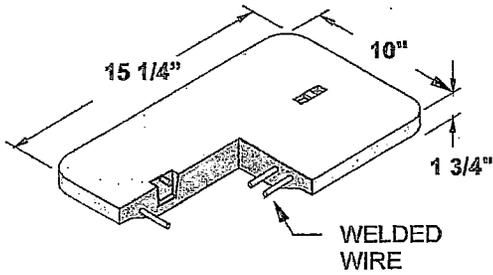
| REVISION HISTORY | | | | |
|------------------|-----|-------------|------------|----------|
| ZONE | REV | DESCRIPTION | DATE | APPROVED |
| All | 1 | First Draft | 2015-05-29 | MF, GR |



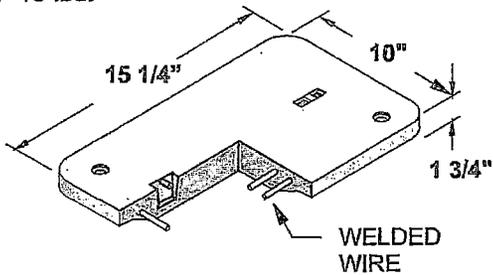
| PARTS LIST | | | |
|------------|-----|--------------------|------------------------------------|
| ITEM | QTY | PART NUMBER | DESCRIPTION |
| 1 | 1 | am1206d | Mini Pole Mount Cabinet |
| 2 | 1 | MK5 | LaneLight Controller |
| 3 | 1 | LS150-24 | Power Supply |
| 8 | 1 | AC-10blk-DinRail | Terminal Block |
| 9 | 1 | 1206-MK5-AC.Wiring | Wiring and Connections |
| 11 | 1 | Light Sensor | For night time dimming option |
| 15 | 2 | AMPOLEMNT10 | Stainless Steel Banding Pole Mount |

| MATERIAL | TOLERANCE | OPERATING VOLT | MAXIMUM CURRE | FUNCTION | ADDONS | CONFIDENTIAL | DRAWN | 2015-04-29 | ITEM LTD | | |
|---|---|-------------------------------|----------------------------------|-------------------------------------|--|--|-----------------------------------|----------------|----------------------------------|-----------------------|----------|
| Cabinet: Fiberglass reinforced polyester - NEMA 3, 3R, 4, 4X UL and CSA rated | Mechanical: 0.01in | 88-132VAC OR 176-264VAC | Inrush: 40A Operational: 1.5A | Dual crosswalk LaneLight controller | - Surge suppression - DigiRadio + Cloud Service | This Material is owned by Intelligent Traffic Equipment Marketing Ltd, is disclosed in confidence, and is not to be reproduced or distributed without written permission from Intelligent Traffic Equipment Marketing Ltd. | Falsal CHECKED Falsal QA | | TITLE | | |
| Controller: Anodized aluminum enclosure - NEMA TS2 rated | Electrical: 300VAC surge (5s) Input to GND - 1.5KV | Input Frequency: 47-63Hz | Service Fuse Rating: 5A | | | | MFG Gil | | MiniCabinet LaneLight Controller | | |
| Mounting: Aluminum 6061 T3 | | | | | | | APPROVED Martin | | SIZE C | DWG NO 1206-MK5-AC | REV 1 |
| Power Supply: CE, UL, CSA, and IEC 60950-1 approved | | | | | | | | SCALE 1 / 3 | SHEET 1 OF 1 | | |

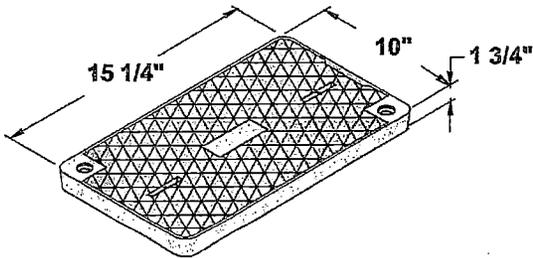
**No. 36 - PB CONCRETE COVER
NON-BOLT DOWN**
WT. 19 lbs.



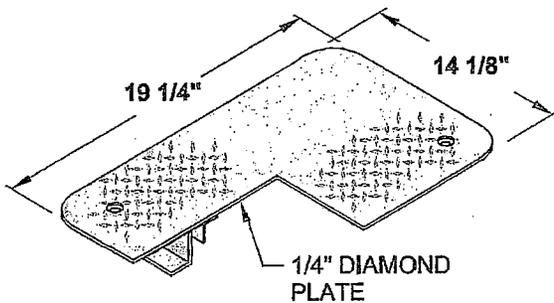
**No. 36 - PB CONCRETE COVER
BOLT DOWN**
WT. 19 lbs.



**No. 36 - PB CAST IRON COVER
BOLT DOWN**
WT. 16 lbs.

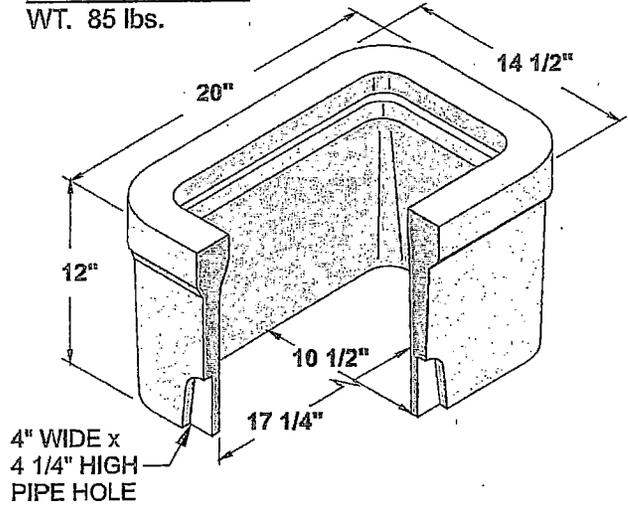


**No. 36-PB STEEL COVER
(SUPERIMPOSED) BOLT DOWN**
WT. 30 lbs.

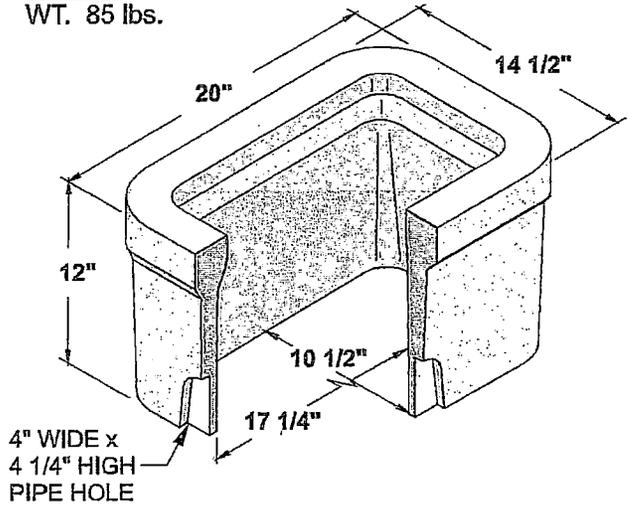


NOTES:
BRASS SWING BOLTS INCLUDED FOR ALL
BOLT DOWN COVERS

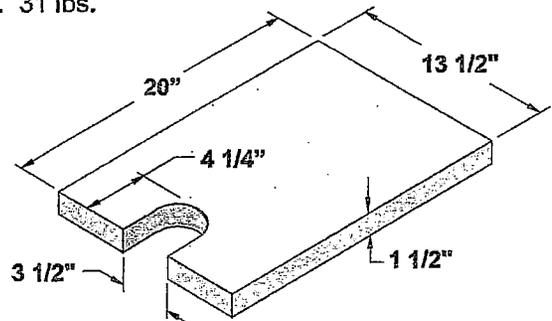
No. 36 - PB BODY
WT. 85 lbs.



No. 36 - EXTENSION
WT. 85 lbs.



No. 36 - BASE
WT. 31 lbs.



10 1/2" x 17 1/2" PULL BOX
(STATE #3 1/2 SPEC.)

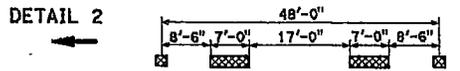
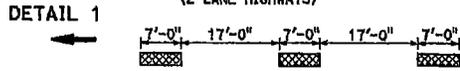


36PB

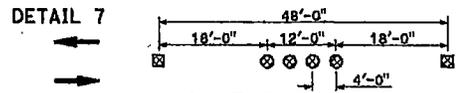
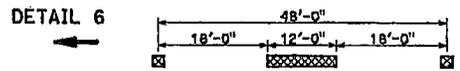
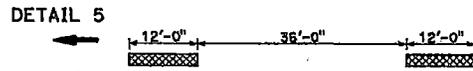
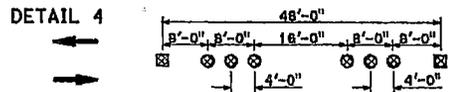
ORG. DWG. DATE
04-26-95

REV. DWG. DATE
01-09-01

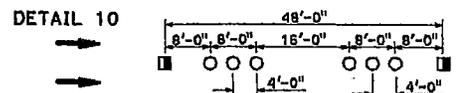
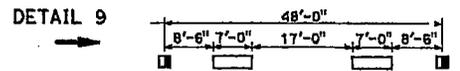
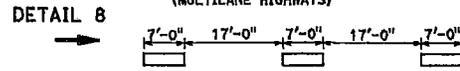
CENTERLINES
(2 LANE HIGHWAYS)



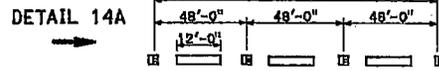
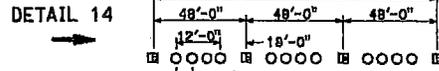
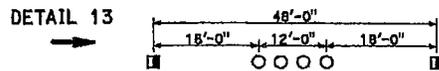
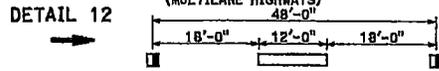
DETAIL 3
DETAIL 3 DELETED



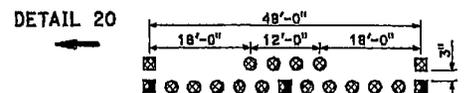
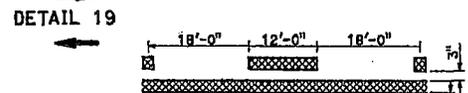
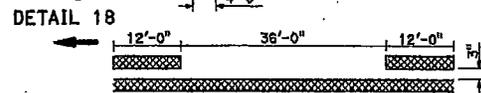
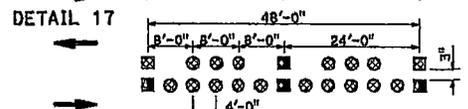
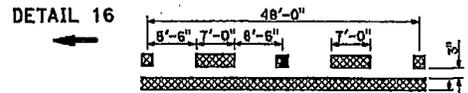
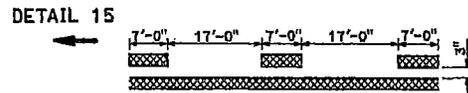
LANELINES
(MULTILANE HIGHWAYS)



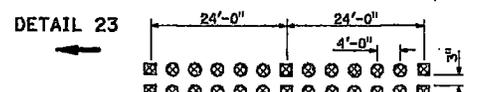
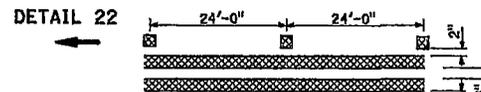
LANELINES (Cont)
(MULTILANE HIGHWAYS)



NO PASSING ZONES-ONE DIRECTION



NO PASSING ZONES-TWO DIRECTION



LEGEND

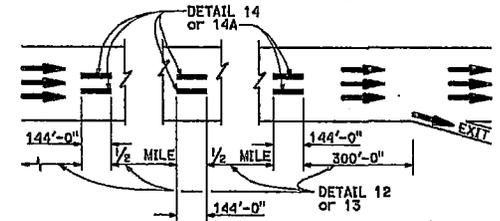
MARKERS

- TYPE A WHITE NON-REFLECTIVE
- ⊗ TYPE AY YELLOW NON-REFLECTIVE
- ◻ TYPE C RED-CLEAR RETROREFLECTIVE
- ◻ TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- ◻ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- ◻ TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- ▬ 4" WHITE
- ▬ 4" YELLOW
- ➔ DIRECTION OF TRAVEL

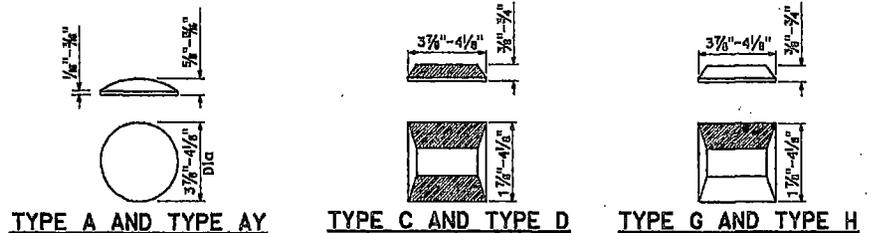
**TYPICAL LANE LINE DELINEATION
IN ADVANCE OF EXIT RAMP**



NOTE:

Detail 14 is to be used in combination with Detail 13. Detail 14A is to be used in combination with Detail 12.

MARKER DETAILS



RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

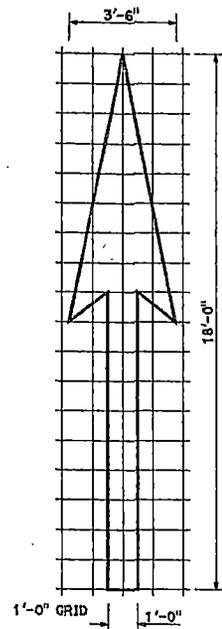
A20A

| | | | | |
|-------|--------|-------|---------------|-------------|
| DIST. | COUNTY | ROUTE | POST MILES | SHEET TOTAL |
| | | | TOTAL PROJECT | NO. SHEETS |

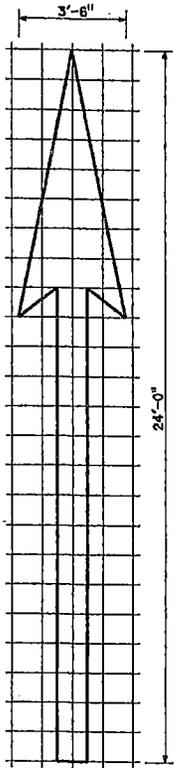
Robert L. Blough, Inc.
 REGISTERED CIVIL ENGINEER
 No. 440375
 Exp. 3-31-13
 STATE OF CALIFORNIA

May 20, 2011
 PLANS APPROVAL DATE

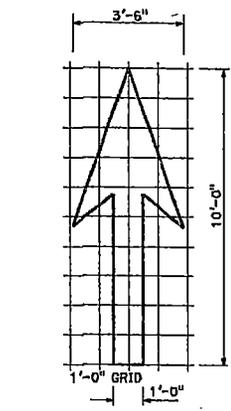
THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF SHOWN
 COPIES OF THIS PLAN SHEET.



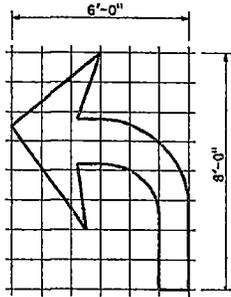
TYPE I 18'-0" ARROW



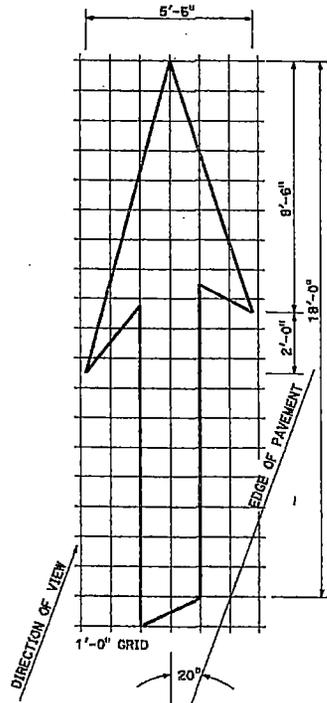
TYPE I 24'-0" ARROW



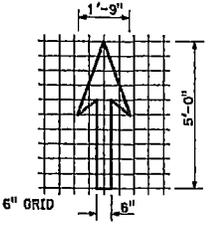
TYPE I 10'-0" ARROW



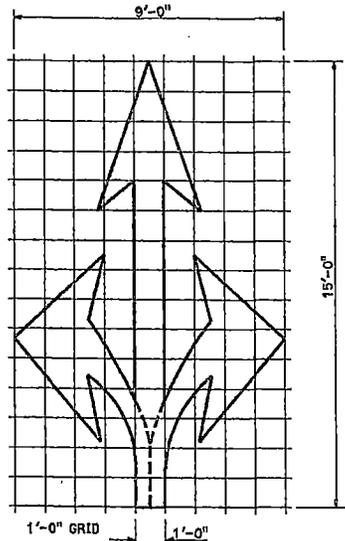
TYPE IV (L) ARROW
(For Type IV (R) arrow, use mirror image)



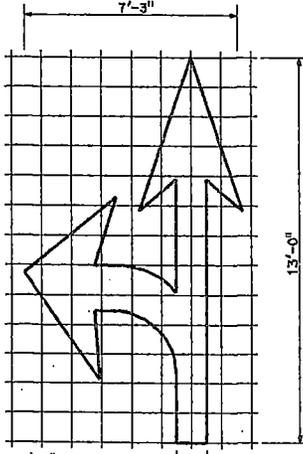
TYPE II ARROW
Right lane drop arrow
(For left lane, use mirror image)



BIKE LANE ARROW



TYPE VIII ARROW



TYPE VII (L) ARROW
(For Type VII (R) arrow, use mirror image)

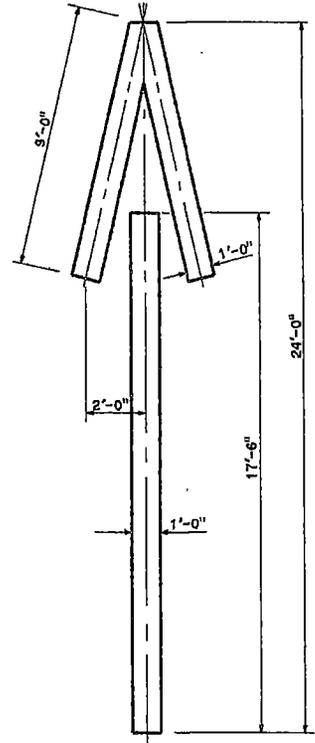
| DIST. | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET No. | TOTAL SHEETS |
|-------|--------|-------|--------------------------|-----------|--------------|
| | | | | | |

Registered Professional Engineer
 Roberto L. McLaughlin
 No. 44039
 Exp. 3-31-13
 STATE OF CALIFORNIA

Apr 11 20, 2012
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DRAWN COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED _____



TYPE V ARROW

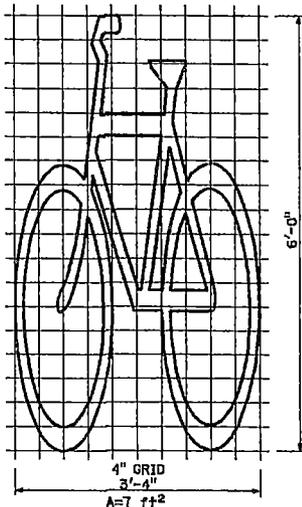
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

RSP A24A DATED APRIL 20, 2012 SUPERSEDES STANDARD PLAN A24A DATED MAY 20, 2011 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2010.

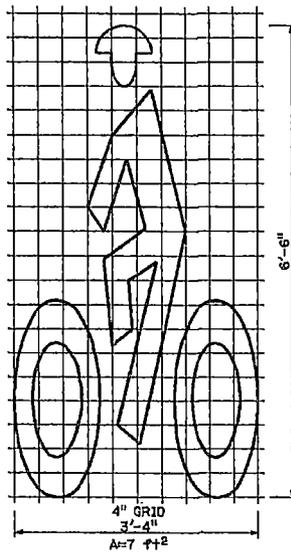
REVISED STANDARD PLAN RSP A24A

2010 REVISED STANDARD PLAN RSP A24A

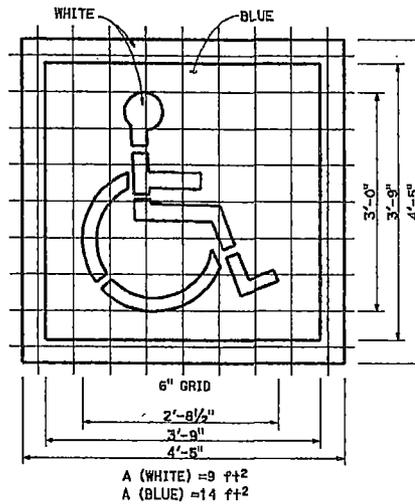
NOTE:
Minor variations in dimensions may be accepted by the Engineer.



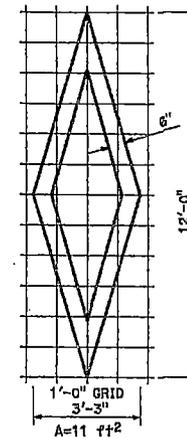
**BIKE LANE SYMBOL
WITHOUT PERSON**



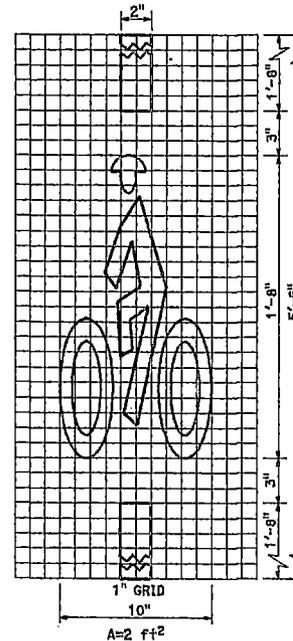
**BIKE LANE SYMBOL
WITH PERSON**



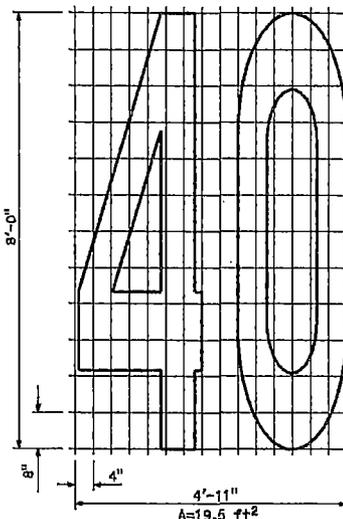
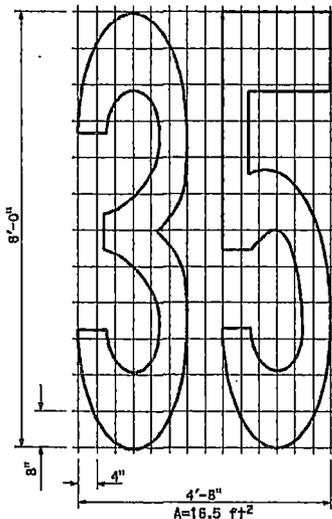
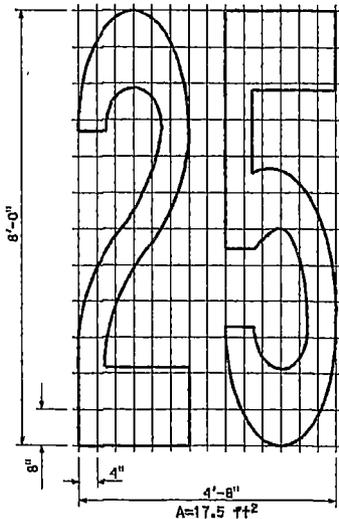
**INTERNATIONAL SYMBOL
OF ACCESSIBILITY (ISA) MARKING**



DIAMOND SYMBOL



**BICYCLE LOOP
DETECTOR SYMBOL**



NUMERALS

| DIST. | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET TOTAL SHEETS |
|-------|--------|-------|--------------------------|--------------------|
| | | | | |

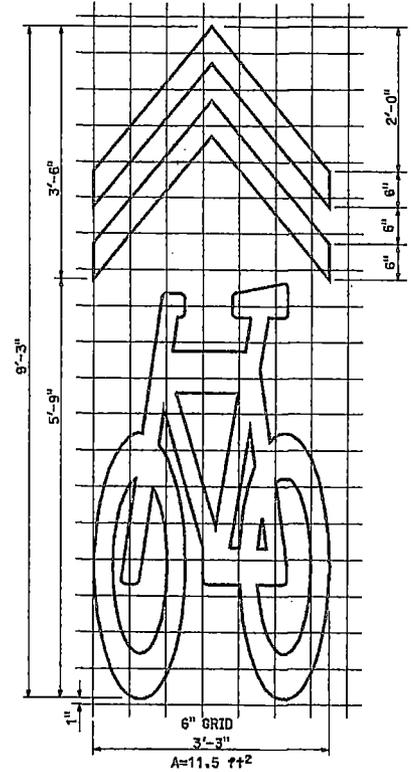
Robert L. McLaughlin
REGISTERED CIVIL ENGINEER

October 19, 2012
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF STAMPED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
Robert L. McLaughlin
No. C40375
Exp. 3-31-13
CIVIL
STATE OF CALIFORNIA

NOTE: TO ACCOMPANY PLANS DATED _____
Minor variations in dimensions may be accepted by the Engineer.

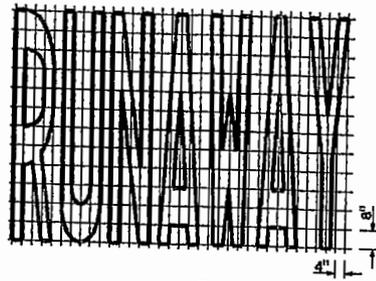


SHARED ROADWAY BICYCLE MARKING

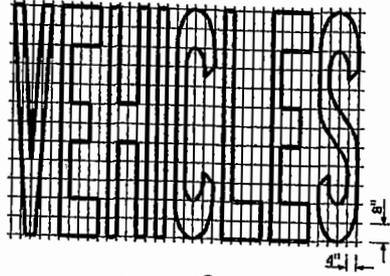
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

RSP A24C DATED OCTOBER 19, 2012 SUPERSEDES STANDARD PLAN A24C DATED MAY 20, 2011 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2010.
REVISED STANDARD PLAN RSP A24C

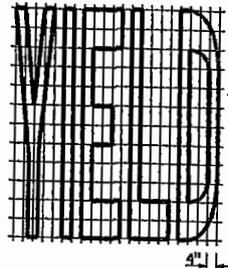
2010 REVISED STANDARD PLAN RSP A24C



A=43 ft²



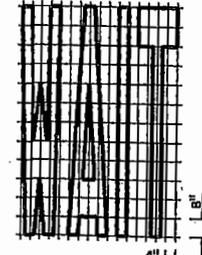
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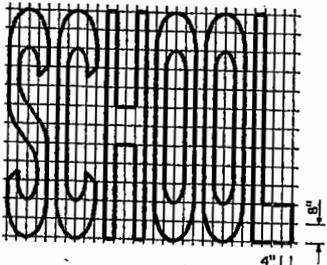
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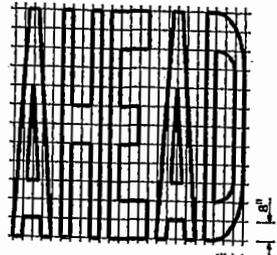
A=23 ft²



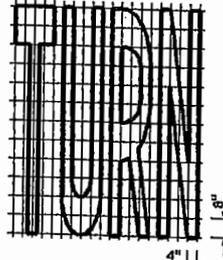
A=19 ft²



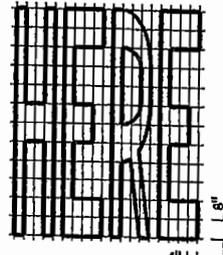
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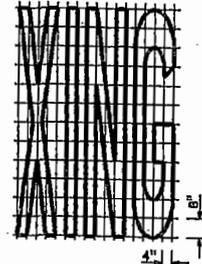
A=31 ft²



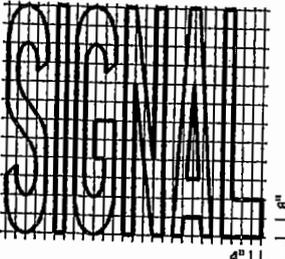
A=24 ft²



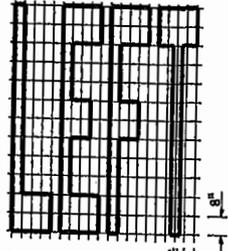
A=26 ft²



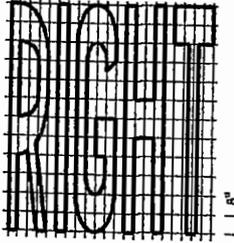
A=21 ft²



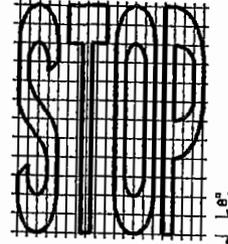
A=32 ft²



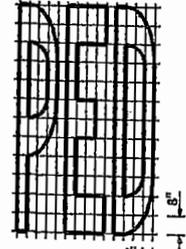
A=19 ft²



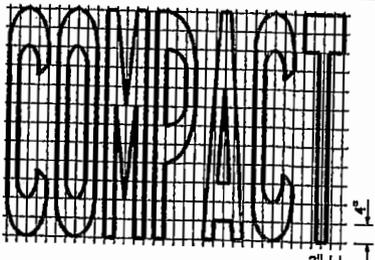
A=26 ft²



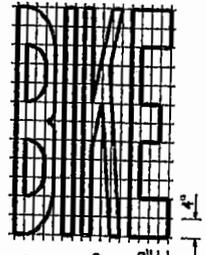
A=22 ft²



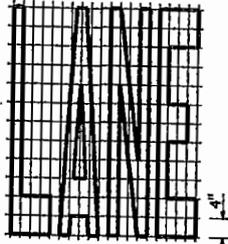
A=18 ft²



A=10 ft²



A=5 ft²



A=6 ft²

| | | | | | |
|------|--------|-------|--------------------------|-----------|--------------|
| DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET No. | TOTAL SHEETS |
| | | | | | |

Richard McMillan
REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SKIPPED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
ROBERTA L. HANSEN
C40315
3-31-13
CIVIL
STATE OF CALIFORNIA

NOTES:

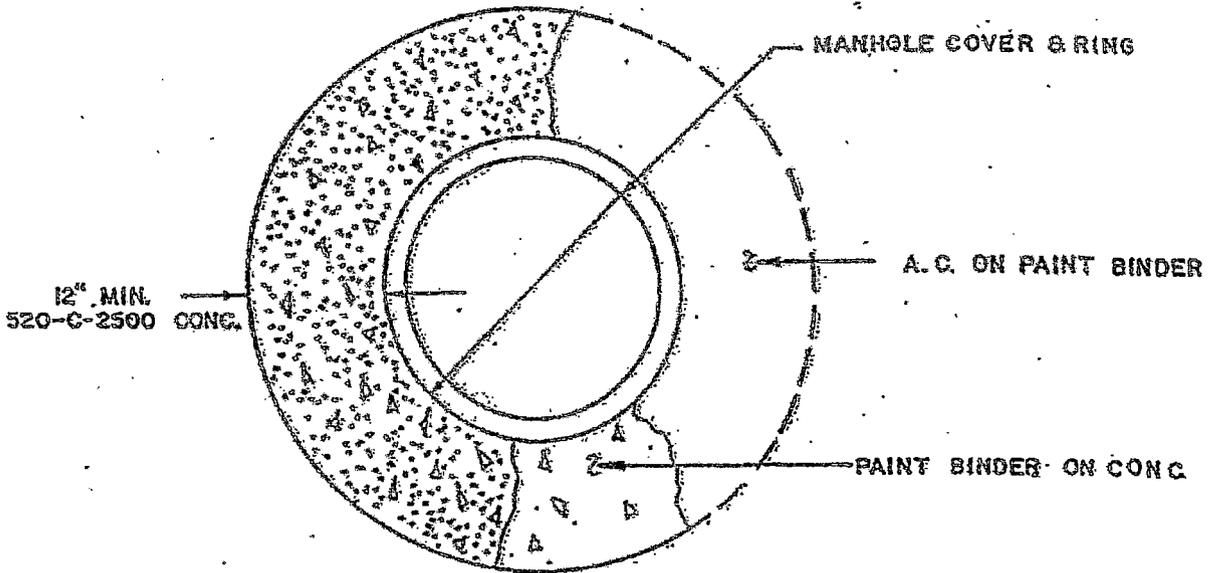
1. If a message consists of more than one word, it should read "UP", i.e., the first word should be nearest the driver.
2. The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

| WORD MARKINGS | | | | | |
|---------------|-----------------|--------|-----------------|----------|-----------------|
| ITEM | ft ² | ITEM | ft ² | ITEM | ft ² |
| XING | 21 | YIELD | 24 | BIKE | 5 |
| AHEAD | 31 | SCHOOL | 35 | SLOW | 23 |
| WAIT | 19 | SIGNAL | 32 | STOP | 22 |
| LANE | 6 | TURN | 24 | LEFT | 19 |
| RIGHT | 26 | HERE | 26 | VEHICLES | 42 |
| | | | | COMPACT | 10 |
| | | | | RUNAWAY | 43 |

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS WORDS

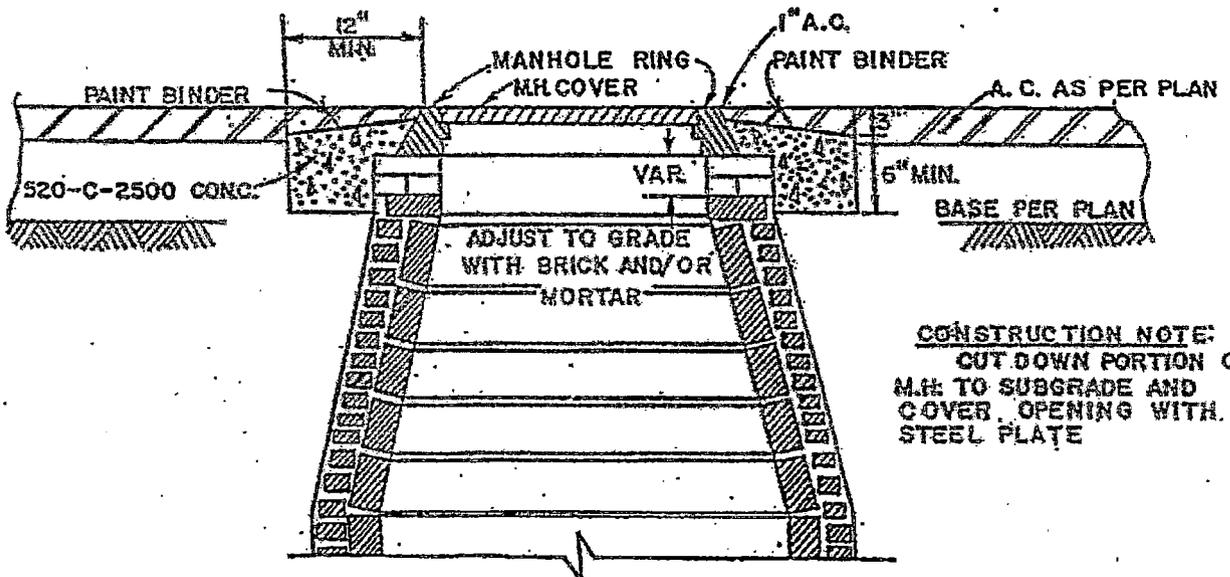
NO SCALE

A24D



-PLAN VIEW-

CONC. SHALL BE PLACED WITH A MINIMUM DISTANCE OF 12" AROUND THE LIP OF THE M.H. RING



-CROSS-SECTION-

CONSTRUCTION NOTE:
CUT DOWN PORTION OF M.H. TO SUBGRADE AND COVER OPENING WITH 1/2" STEEL PLATE

11-1-76 K.E.C.
2-72

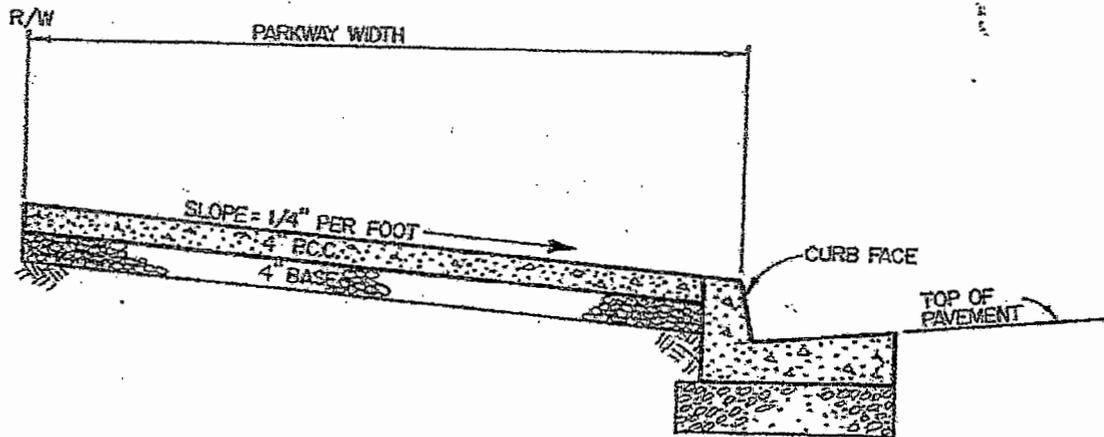
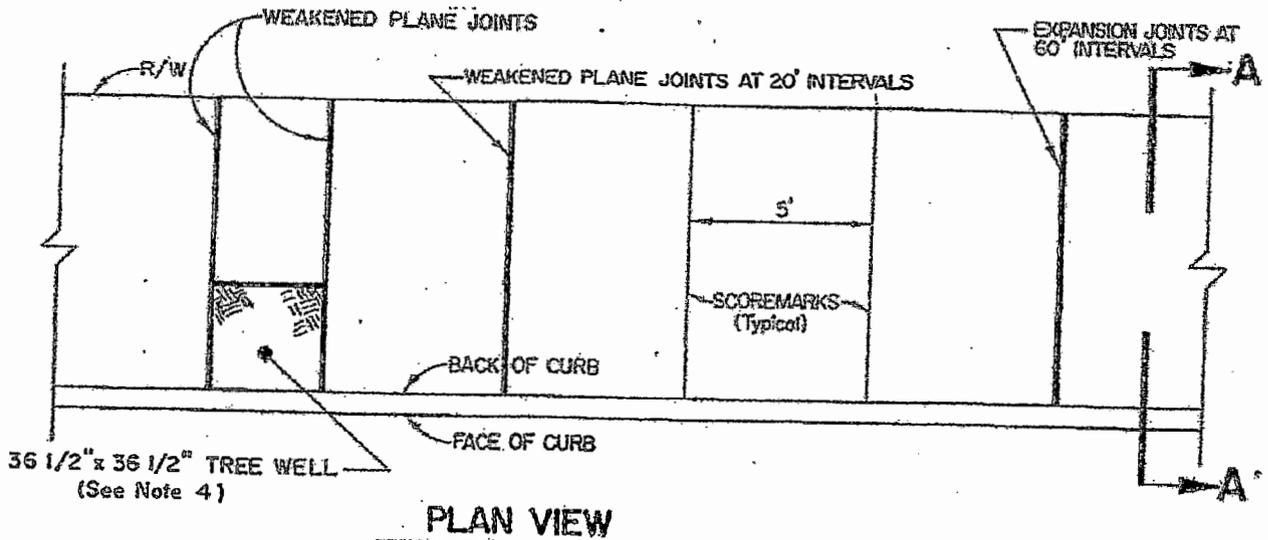
CITY OF GARDENA -- DEPT. OF PUBLIC WORKS -- ENGINEERING DIVISION

TITLE: **MANHOLE ADJUSTMENT**

APP BY: *Frank J. ...* 11-10-76
CITY ENGINEER P.E. NO. 12262 DATE

DESIGNED BY I
DRAWN BY CBJ 11-6-76
CHECKED BY I

DW'S NO. **ST-9**



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. TREE WELLS SHALL BE CONSTRUCTED PER STANDARD ST-II AT 40' INTERVALS.

NOTE:

NEW SIDEWALKS WILL REQUIRE CRUSHED MISCELLANEOUS BASE.
 EXISTING SIDEWALKS (REPLACEMENT OF SIDEWALK) RECOMPACT EXISTING BASE MATERIAL.

| | | | |
|--|--------------------------------------|-----------------------------|-----------------------|
| CITY OF GARDENA | | ENGINEERING DIVISION | |
| TITLE: COMMERCIAL SIDEWALK | APP. BY: <i>[Signature]</i> 12/16/98 | | DATE |
| | DESIGNED BY | A.W.D. | 12/16/98 |
| | CHECKED BY | | DWG. NO. ST-5B |



City of Gardena City Council Meeting

Agenda Item No. 8. B. (1)

Department: POLICE, STREETS &
DEVELOPMENT SVCS.

Meeting Date: 07/26/2016

Resolution No. 6242

AGENDA REPORT SUMMARY

TO: THE HONORABLE MEMBERS OF CITY COUNCIL

AGENDA TITLE: **RESOLUTION NO. 6242, APPROVING A TRANSFER OF THE PIPELINE FRANCHISE GRANTED BY ORDINANCE NUMBER 764 TO PBF HOLDING COMPANY LLC**

| <u>COUNCIL ACTION REQUIRED:</u> | <u>Action Taken</u> |
|--|---|
| <p>Adopt Resolution No. 6242</p> <p><u>RECOMMENDATION AND STAFF SUMMARY:</u></p> <p>Staff respectfully recommends that the City Council adopt Resolution No. 6242, approving a transfer of the pipeline franchise agreement granted by Ordinance No. 764, from ExxonMobil Oil Corporation to PBF Holding Company LLC.</p> <p>ExxonMobil Oil Corporation was the owner of the pipeline franchise, but has since sold to PBF Holding Company LLC. PBF Holding has provided the City with a duly executed instrument of sale and has requested that transfer of the franchise be approved in accordance with Gardena Municipal Code Section 13.32.190.</p> <p>Subject to adoption of Resolution No. 6242, transfer of the franchise to PBF Holding Company LLC shall take effect within thirty (30) days, provided written acceptance of the original terms and conditions of Ordinance No. 764 is received. PBF Holding must also conform to the requirements of Gardena Municipal Code Section 13.32.060, post the surety bond required by Gardena Municipal Code Section 13.32.110, and pay a transfer fee in the amount of \$1250.</p> | |
| <p><u>FINANCIAL IMPACT/COST:</u></p> <p>N/A</p> | |
| <p><u>ATTACHMENT:</u></p> <p>Exhibit A – Bill of Sale and Assignment Resolution No. 6242</p> | |
| <p>Submitted by: <u>Edward Medrano</u>, Edward Medrano, Director Police, Streets & Development Services</p> <p>Concurred by: <u>Mitchell G. Lansdell</u>, Mitchell G. Lansdell, City Manager</p> | <p>Date: <u>7/20/16</u></p> <p>Date: <u>7/21/16</u></p> |

BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is executed this 1st day of July, 2016, by and among EXXONMOBIL OIL CORPORATION, a New York corporation, MOBIL PACIFIC PIPELINE COMPANY, a Delaware corporation (together, "Sellers") and PBF HOLDING COMPANY LLC, a Delaware limited liability company ("Purchaser"). All capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Sellers and Purchaser entered on September 29, 2015 into that certain asset sale and purchase agreement (the "Purchase Agreement"), pursuant to which Sellers agreed to sell to Purchaser, and Purchaser agreed to purchase from Sellers all of Sellers' right, title and interest in and to the Assets; and

WHEREAS, the execution and delivery of this Bill of Sale by Sellers is a condition to the obligation of Purchaser to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement, Sellers do hereby agree as follows:

1. Transfer of Assets. As of the Closing, Sellers do hereby sell, assign, transfer, convey and deliver or does hereby cause to be sold, assigned, transferred, conveyed and delivered to Purchaser or an entity listed on Schedule A attached hereto (each, a "Designated Affiliate"), free and clear of all Encumbrances except for Permitted Encumbrances, all of Sellers' right, title and interest in and to the Assets.

2. Acceptance. As of the Closing, Purchaser, on behalf of itself and each Designated Affiliate, hereby purchases and accepts all rights, title and interest in and to the Assets free and clear of all Encumbrances except for Permitted Encumbrances.

3. No Modification. This Bill of Sale is made pursuant to, and is subject to the terms of, the Purchase Agreement. Notwithstanding anything to the contrary contained in this Bill of Sale, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the parties under the Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

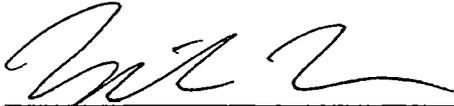
4. Further Assurances. Sellers shall, from time to time after the delivery of this Bill of Sale, at Purchaser's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by the Purchaser or a Designated Affiliate as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Purchaser or a Designated Affiliate of the Assets as contemplated under the Purchase Agreement.

5. Miscellaneous Provisions. The general provisions set forth in Article XVI of the Purchase Agreement are hereby incorporated and made a part hereof, *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed as of the date first written above.

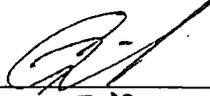
EXXONMOBIL OIL CORPORATION

By: 
Name: NICHOLAS F. KARIM
Title: ATTORNEY-IN-FACT

MOBIL PACIFIC PIPELINE COMPANY

By: 
Name: NICHOLAS F. KARIM
Title: ATTORNEY-IN-FACT

PBF HOLDING COMPANY LLC

By: 
Name: Jeffrey Dill
Title: President, Western Region

Schedule A

Designated Affiliates

PBF Energy Western Region LLC

Torrance Refining Company LLC

Torrance Logistics Company LLC

Torrance Pipeline Company LLC

Torrance Basin Pipeline Company LLC

Torrance Valley Pipeline Company LLC

RESOLUTION NO. 6242

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING A TRANSFER OF THE FRANCHISE GRANTED BY ORDINANCE NUMBER 764 TO PBF HOLDING COMPANY LLC

WHEREAS, ExxonMobil Oil Corporation is the current owner of the pipeline franchise that was granted by Ordinance No. 764 of the City of Gardena ("City"); and

WHEREAS, ExxonMobil Oil Corporation has provided the City with notice of a pending change of ownership of the pipeline franchise to PBF Holding Company LLC ("Transferee"), has provided the City with the duly executed instrument of sale attached hereto as Exhibit A, and has requested that transfer of the franchise be approved in accordance with Gardena Municipal Code Section 13.32.190;

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

SECTION 1. That the transfer of the franchise to Transferee is hereby approved subject to Transferee's compliance with the terms of this Resolution set forth in Section 2 hereof.

SECTION 2. That this resolution shall take effect upon Transferee, within thirty (30) days after the passage of this resolution:

- 1) Filing with the City Clerk and with the Director of Police, Streets and Development Services, a written acceptance of the terms and conditions of Ordinance No. 764 conforming to the requirements of Gardena Municipal Code Section 13.32.060;
- 2) Posting the corporate surety bond required by Gardena Municipal Code Section 13.32.110; and
- 3) Paying a transfer fee in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250,00).

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 26th day of July, 2016.

MARK E. HENDERSON, Mayor Pro Tem

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



PETER L. WALLIN, City Attorney



**PARKS AND RECREATION
CONTRACT**

LANDSCAPED MEDIAN MAINTENANCE

VARIOUS

CONTRACT

THIS CONTRACT is made and entered by and between THE CITY OF GARDENA, a municipal corporation ("City") and LANDCARE LLC (hereinafter "Contractor"). It is agreed by and between the parties that:

1. WORK

- 1.1 Contractor agrees to perform the following work for the City of Gardena as shown on the attached proposal, plans, and this specification.
- 1.2 Should City, at any time during the progress of the Work, request any alterations, deviations, additions, or omissions, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but will be added to, or deducted from, the amount of the Contract price, as the case may be, by a fair and reasonable valuation.
- 1.3 The Standard Specifications for Public Works Construction ("Greenbook") shall be the Standard Specifications of the City. Unless otherwise indicated, the latest edition, including supplements, of the "Greenbook" shall apply.

2. TERM/EXTENSION

- 2.1 **This Agreement is for a term of one year and shall automatically renew for one (1) additional year on the first day of each thirteenth month following the start date of this Agreement and will contain the identical terms and conditions. The Agreement shall remain in force unless Owner (City) or Contractor notifies the Other of their intent to cancel the Agreement. Both parties prior to the thirteenth month, may request a price change to the Contract in writing to adjust for scope changes, COLAs and additional cost changes as well.**

3. CONTRACT PRICE

- 3.1 City shall pay to Contractor as full consideration for the performance of the Work, the total sum of Seventy-two thousand and 00/00 dollars (\$ 72,000.00).

4. PAYMENTS

- 4.1 If Contractor desires a progress payment, he shall invoice City for the amount of work satisfactorily completed and inspected as of the closure date. The invoice shall be delivered to the City Engineer. All requests for payment shall be accompanied by the appropriate conditional waiver and releases in the form set forth in Civil Code section §3262. A five percent (5%) retention shall be retained on all payments. In the event of any claims, amounts determined by the City Engineer to be adequate to cover such claims shall be withheld from the retention payment until resolution of the claims.
- 4.2 Payment requests that are determined to be improper shall be returned to Contractor with written explanation within 7 days after receipt. The number of days available to make payment

without incurring interest shall be reduced by the number of days by which City exceeds the 7-day return requirement.

- 4.3 Within 60 days of the date of completion and acceptance of the Work, City will pay to Contractor the amount remaining after appropriate modifications are made for change orders, liquidated damages, or any other of the provisions of which, by the terms hereof. City is or may be authorized or required to reserve or retain funds. Any moneys withheld beyond the allowable amount or prescribed time will accrue interest at a rate of two percent per month until such time that said moneys are released to Contractor, at which time withheld moneys and accrued interest shall be dispensed. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
- 4.4 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim. In the event of a dispute after completion of the Project, City may withhold an amount not to exceed 150 percent of the disputed amount.
- 4.5 No claim shall be made or be filed and neither City, nor any of its elected or appointed officers, employees, agents, or volunteers shall be liable, or held to pay any money, except as specifically provided in the Contract. The acceptance by Contractor of the final payment when no securities or certificates of deposit have been deposited in escrow or with City, or his acceptance from the escrow agent or City of the securities or certificates of deposit substituted for the retention, whichever is later, shall operate as, and shall be, a release to City, and its elected and appointed officers, employees, agents, and volunteers, from all claims and liability to Contractor for anything done or furnished for, or relating to the Project or for any act or neglect of City or of any person relating to or affecting the Project, except claims previously made as provided for and in accordance with the provisions of the General Conditions and pending at the time of acceptance of final payment or of the securities or certificates of deposit, or the claim against City for the remainder, if any there be, of the amounts kept or retained due to unpaid claims.

5. LEGAL REQUIREMENTS

State Requirements

- 5.1 Contractor, its agents and employees shall be bound by and shall comply with all applicable federal, state and local laws regardless of whether enumerated herein.
- 5.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows: Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014** will continue to be monitored by the Labor Commissioner and the Contractors on those projects must continue to furnish certified payroll records to the labor Commissioner until the project is complete. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relation (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

For all new projects awarded on or after **April 1, 2015**, the Contractors and Subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For all new projects awarded on or after **April 1, 2015** besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

For projects besides those listed above. The Labor commissioner may at any time require the Contractors and Subcontractors to furnish electronic certified payroll records.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse Contractors and Subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

A. AWARD OF CONTRACT: The following are conditions for the award of the contract:

i. for any bid submitted on or after March 1, 2015. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relation pursuant to Labor Code Section §1725.5 subject to the limited exceptions set forth in Labor Code Section §1771.1(a) (regarding the submission of a bid as authorized by Business & Profession Code Section §7029.1 or Public Contract Code Section §10164 or §20103.5 provided the contractor is registered to perform public work pursuant to Section §1725.5 at the time the contract is awarded): and

ii. For any contract awarded on or after **April 1, 2015**. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section §1725.5.

Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, will disqualify a bidder or proposer.

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

5.3 In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employees employed by it in connection with the work done under the Contract. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply

with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records.

- 5.4 Pursuant to California Labor Code section 1810 et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of these hours at a rate of at least one and one-half times the basic rate of pay. (Labor Code §1813.) City may withhold from any monies payable on account of work performed by Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for herein.
- 5.5 Contractor, and any subcontractor under Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code §1774.) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the Contract are on file in, and available at, the office of City. (Labor Code §1773.2.) When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the prevailing rate per diem wages for cash craft or type of workman needed to execute any contract which may be awarded by City, may be requested by contacting the State Board of Equalization at (800) 400-7115.
- 5.6 Contractor shall post a copy of the prevailing rates at the work site(s), for the duration of the Work. (Labor Code §1773.2.)
- 5.7 Contractor shall comply with all provisions of Labor Code section §1775. In accordance with Labor Code §1775, Contractor shall forfeit as a penalty to City not more than \$50.00 for each worker employed in the execution of the Contract by Contractor or any Subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor shall also pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 5.8 Nothing in this Contract shall prevent Contractor or any Subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor shall have responsibility for compliance with California Labor Code §1777.5 and §1777.6 for all apprenticeable occupations. These sections require that Contractor and subcontractors shall submit contract award information to the applicable joint apprenticeship committee, shall employ apprentices in apprenticeable occupations, shall contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Board and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code §3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed in apprenticeable occupations.

- 5.9 Contractor warrants full compliance with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, City, its elected and appointed officers, employees, agents and volunteers from employer sanctions and any other liability which may be assessed against City in connection with any alleged violation of federal or state statutes or regulations pertaining to the eligibility for employment of person performing services under this Agreement.
- 5.10 Neither Contractor, nor any subcontractor under Contractor, shall discriminate in the employment of persons, including apprentices, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. Contractor shall have responsibility for compliance with this section. (Gov. Code §§ 12940, 12941.)
- 5.11 Contractor and all subcontractors shall, at Contractor and subcontractor's sole expense, obtain and maintain all necessary licenses for the Work, including but not limited to a valid business license, and give all necessary notices and pay all fees and taxes required by law.
- 5.12 Contractor shall be responsible for obtaining at its own expense, all construction permits and licenses required by the City, including for any subcontracting firm engaged in construction/installation for this Project.
- 5.13 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (Gov. Code § 4552; Pub. Con. Code § 7103.5.)
- 5.14 Subcontractors who are ineligible pursuant to Labor Code sections 1777.1 and 1777.7 are ineligible to perform work under this Contract.

6. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to City a wholly-independent contractor. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. Contractor shall not at any time or in any manner

represent that it or any of its officers, employees, agents, or subcontractors, are in any manner officers, employees, agents or subcontractors of City.

7. **INDEMNIFICATION**

- 7.1 To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision.
- 7.2 This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence **except in instances where City is solely negligent.**
- 7.3 This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.
- 7.4 Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.
- 7.5 The prevailing party shall pay for reasonable attorney fees and costs incurred in relation to this indemnification provision.
- 7.6 Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b).
- 7.7 This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.
- 7.8 Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

7.9 In the event there is more than one person or entity named in the Agreement as the Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

8. QUALITY ASSURANCE

- 8.1 All materials furnished and all Work done under the Project shall be subject to rigid inspection. Work done in the absence of prescribed inspection may be required to be torn out and replaced and the entire cost of repair and replacement shall be borne by Contractor, irrespective of whether the work dismantled is found to be defective.
- 8.2 If the Work or materials, or any part thereof, shall be found defective any time before the final acceptance of the Project, Contractor shall immediately make good such defect without compensation in a manner satisfactory to the City, regardless of any previous inspection or estimation of such Work for payment.
- 8.3 If Contractor fails or neglects to make ordered repairs and/or replacement of damaged property within ten (10) DAYS after the service of an order to do such repair and/or replacement, the City, may make the ordered repairs and/or replacement and deduct the cost thereof from the monies due Contractor.
- 8.4 Prior to final acceptance, Contractor shall restore all areas affected by the work to the original state of cleanliness and repair all damage done to the premises, including the grounds, by his workmen and equipment.

9. INSURANCE

- 9.1 Commencement of Work. Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 9.2. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- 9.3 Coverages, Limits and Policy Requirements. Contractor shall maintain the types of coverages indicated below:

- 9.4 Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 9.5 Commercial Auto Liability Insurance - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 9.6 Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
 - (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
 - (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 9.7 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.
- 9.8 Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to

self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 9.9 Additional Requirements. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.
- 9.10 Deductibles. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.
- 9.11 Verification of Compliance. Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- 9.12 Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

9.13 Equipment Coverage

Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

10. SECURITY

- 10.1 Contractor shall not commence the Work under this Contract until Contractor has obtained all security required under this Section and such security has been approved by City as to form, amount and carrier.
- 10.2 Contractor shall maintain in full force and effect during the term of this Contract a certificate regarding workers' compensation, liability insurance certificates, proof of a valid business license and any other documents required by the Contract. If this Contract is for more than \$25,000.00, Contractor shall also maintain in full force and effect during the term of this Contract security guaranteeing one hundred percent (100%) of payment (labor and materials) and separate security guaranteeing one hundred percent (100%) of performance. If bonds are the chosen form of security, they shall be submitted on the forms which are part of the Contract Documents; no substitutions shall be accepted. The performance bond shall remain in effect for all deliverables for one full year from the date of acceptance of the Work to insure that defects which appear within said period will be repaired, replaced, or corrected by the Contractor at his own cost and expense to the satisfaction of the City Engineer within thirty (30) days after written notice thereof by City.
- 10.3 The surety shall be admitted to do business in California, listed with the State of California Department of Insurance and shall comply with all requirements of State law. (No surplus list surety will be accepted.) (Code of Civil Procedure § 995.311.)
- 10.4 If during this Contract any of the sureties upon the bonds become insufficient in the opinion of City, City may require additional sureties which Contractor shall furnish to City's satisfaction within 15 calendar days after written notice and failure to do so shall be considered a default by Contractor.

11. CITY'S RIGHT TO TERMINATE

- 11.1 If Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or if Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor or any subcontractor shall violate any of the provisions of this Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or instructions of City or otherwise breach this Contract, City shall serve written notice on Contractor and Contractor's sureties of the intention that this Contract be terminated together with the reasons therefor. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said five (5) working days, cease and

terminate. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

In event of any such termination, City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within five (5) working days after service upon it of said notice of termination does not give City written notice of its intention to take over and perform this Contract or does not commence performance thereof within ten (10) working days from the date of serving such notice, City may take over the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be jointly and severally liable to City for any excess cost or other damages occasioned City thereby. If City takes over the Project as herein above provided, City may, without liability for so doing, take possession of, and utilize in completing the Project, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Project and necessary therefor.

In the event of any such termination, Contractor will be paid for Work performed, less damages caused to City by the acts of Contractor causing the termination.

- 11.2 City may terminate the Contract at its own discretion for any reason. Upon such termination, City will pay Contractor fair and reasonable compensation as agreed upon between City and Contractor. In the event that no agreement is reached, City will be liable to Contractor only for the reasonable value of the Work performed and other actual costs sustained by Contractor.

12. WAIVER

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

13. NOTICE

- 13.1 Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of such party. Any notice shall not be effective for any purpose whatever unless served in the following manner:
- 13.2 Whenever it shall be necessary for either party to serve notice on the other respecting the Contract, such notice shall be in writing and served by personal delivery or by registered mail, postage prepaid, return receipt requested, addressed as follows:

City: City of Gardena
Kelly Fujio, Director
1670 W. 162nd Street
Gardena, CA 90247

Contractor: LandCare LLC
David Motschenbacher
215 North Cedar Avenue
Inglewood, CA 90301

unless and until different addresses may be furnished in writing by either party to the other.

14. ASSIGNMENT

- 14.1 Contractor shall not assign the performance of the Contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of City.
- 14.2 Subject to the provision of this Section regarding assignment, the Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of Contractor.

15. ATTORNEY'S FEES

Except as specifically provided for herein, attorney's fees shall not be awarded to either party in any action in law or in equity, including an action for declaratory relief, brought to enforce or interpret the provisions of this Contract or to assert any claim resulting or alleged to result from its performance.

16. MISCELLANEOUS PROVISIONS

- 16.1 The Contract shall be effective from and after the date that this Contract is signed by the representatives of City.
- 16.2 This Contract may be made in counterparts.
- 16.3 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract are for reference only and are not to be construed in any way as a part of the Contract.
- 16.4 The rights and remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any right or remedy at law or in equity to which City may be entitled.
- 16.5 Pursuant to Gardena Municipal Code Section 2.24.020(H), Contractor is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the city of Gardena until completion of Work.

17. ENTIRE AGREEMENT

17.1 This Contract integrates all terms and conditions in connection with the Work and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

17.2 The Contract shall not be amended except by a writing duly executed by the parties.

18. Disputes of \$375,000 or Less

Notwithstanding any other provision in the Contract to the contrary, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code Sections 20104 et seq., which provisions are incorporated herein by reference. Contractor shall submit its claim of \$375,000 or less to the Agency in writing, within the time frames established, but no later than before the final payment is made. Nothing in the Public Contract Code Sections 20104.2(a) shall extend the time limit or supersede the notice requirements provided in this Contract for filing claims by Contractor.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Contract to be executed and attested by their duly authorized officers.

CITY

By: _____
Mayor Pro Tem

Date: _____
SEAL

Attest:

By: _____
CITY CLERK (Sign)

Date: _____

CONTRACTOR

By:  _____
Sign / Title

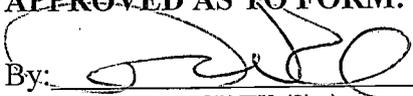
Date: 7/20/16

Attest: (Contractor)

By: _____
Sign / Title

Date: _____

APPROVED AS TO FORM:

By:  _____
CITY ATTORNEY (Sign)

Date: July 13, 2016

CONTRACT

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to Commercial LandCare Management hereinafter designated as the "Principal", a Contract for:

PROJECT: Landscape Median Maintenance - Various

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City, as Obligee, in the sum Seventy Two Thousand and 00/00 dollars (\$72,000.00), lawful money of the United States of America, this amount being not less than one hundred percent (100%) of the total Contract price, , for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 2016, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

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

Corporations must affix corporate seal.

CONTRACT

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to Commerical LandCare Management, as Contractor, a contract for the work described as follows:

PROJECT: Landscape Median Maintenance - Various

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of Seventy Two Thousand and 00/00 Dollars (\$72,000.00) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 2016 the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

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

Corporations must affix corporate seal.

CONTRACT

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

PROPOSAL

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

| <u>WBE or MBE</u> | <u>Portion of Work %</u> | <u>Subcontractor's Name and Address</u> | <u>Type of Work</u> | <u>State License Number</u> | <u>Class</u> |
|---------------------------|----------------------------------|---|-------------------------|-------------------------------------|--------------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

Not more than _____%.

PROPOSAL

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California.

County of Los Angeles

_____ being first duly sworn, deposes and says
that he or she is _____ of _____

_____ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY STATE ZIP

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

April 8

2016

Landscape Maintenance

Water Management

Arbor Care

Enhancement Solutions

Commercial

LandCare Management

Property: City of Gardena



... your landscape, your business, your priorities & your satisfaction

Care

www.landcare.com

David Motschenbacher | Branch Manager

LandCare

Partnering with you

Friday, April 08, 2016

LandCare
David Motschenbacher
Ph: 310.848.4653

David Negrete
Park Superintendent
City of Gardena

Culver City Office
215 North Cedar Avenue
Inglewood, CA 90301
www.landcare.com

Dear David:

Thank you for the opportunity to submit this proposal for LandCare Management Services for the City of Gardena Medians located on Rosecrans, Artesia and Vermont Avenue. On Rosecrans Avenue Between Crenshaw and Vermont, Artesia Blvd medians between Normandie and Western Avenue and Vermont Avenue medians between Redondo Beach Blvd and El Segundo Blvd.

The possibility of partnering with you is exciting! We have reviewed your property and have prepared our proposal to respond to your expectations. Included are some observations and preliminary improvement suggestions that we hope you will find compelling.

Below are a few items that we understand are essential to you regarding working with your landscape service provider.

- Maintain curb appeal through a high level of detail
- Provide proactive communication and suggestions
- Provide proper irrigation management
- Provide fresh designs in areas that need to be upgraded
- Provide tree care proposals through our tree care specialists

This proposal will be held firm for 90 days from the date of this letter. We would appreciate the opportunity to discuss this with you in person to understand any questions or comments you may have in order to earn your business. Thank you again for your consideration!

Sincerely,
LandCare

David Motschenbacher
Branch Manager

LandCare Management Agreement

LandCare

LandCare will provide all tools, equipment, and materials necessary to perform the specified work for the Owner or designated Owner's Representative (hereinafter referred to as 'Owner').

Turf Management

Lawn Mowing

- a) For all turf areas, LandCare will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
- b) Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
- c) Mowing height for all irrigated lawn areas will be no less than 1½" and no more than 2½" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

Edging & String Trimming

- a) All sidewalks curb lines, concrete slabs, tree circles, and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs, road signs, guard posts, utility poles, and other obstacles.

Cleaning of Walks

- a) At the conclusion of each visit, walks adjacent to work areas will be blown clean.

Shrub & Bed Maintenance

Landscaped areas will be patrolled throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.

Planter beds will be groomed to promote an attractive and fresh appearance.

Concrete swales (if applicable) are to be kept clear of miscellaneous dirt and debris.

Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Major pruning will be done following flowering or during plant's dormant season.

- a) Pruning will be performed by LandCare's staff that have been trained and demonstrate competency in proper pruning techniques. Prune shrubbery and hedges at established "maintenance" height.
- b) Prune groundcover as required to "contain" perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
- c) Shearing of plants will occur only where previous practice has been to shear, or as directed.
- d) Removal of leaves from and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

LandCare Management Agreement

LandCare

Arbor Care & Pruning-Not Included

All trees will be "skirted" as needed to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of plantings beneath. On trees that are over 12', only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.

All trees less than 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.

- a) Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
- b) Pruning will be performed by LandCare's staff that have been trained and demonstrate competency in proper pruning techniques.
- c) Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root development for support.

Fertilization-Not Included

LandCare will provide all labor and materials to fertilize lawn, shrubs, and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.

Turf, shrub, and ground cover areas will be fertilized with specially formulated products including well balanced, slow-release fertilizers customized seasonally by LandCare.

Fertilizer product will be selected based on plant type and season.

Environmental Weed & Pest Control Program-Not Included

All applications of herbicides or pesticides will be performed under the direction of a California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.

Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.

Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by the use of selective herbicides, including pre-emergent herbicides.

- a) Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measures will be made.
- b) Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from LandCare to clients in accordance with EPA and OSHA regulations.
- c) LandCare will comply, at all times with requirements for hazardous communications programs. Pest control specialists are trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

Irrigation Equipment & Operation-Not Included

Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early mornings unless instructed differently by owner or owner's representative.

LandCare Management Agreement

LandCare

Clean and adjust the sprinkler system to provide the best coverage possible from your existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arc and maximum system efficiency.

Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner promptly. Repair and/or replacement of any damaged or malfunctioning components beyond LandCare's control will be submitted as an extra. Damage caused to the irrigation system by LandCare shall be repaired immediately and at no charge.

General Conditions

Owner is responsible for all costs associated to water.

LandCare will provide uniformed staff supervised by fully trained Supervisors and Area Managers. Radio, cellular phone, and pager communications are in use during regular business hours and emergency after-hours communication is available.

LandCare provides all payment of wages, workers' compensation insurance, social security tax, employment compensation tax, employer's liability insurance, and all other requirements of federal, state, and local government.

Licenses and proof of insurance are available on request. Contractor License: C-27 License -- 970508

Inspection of site(s) will be made regularly and problems, if found, will be discussed by LandCare with the Owner. Written, comprehensive inspection reports will be provided, upon request.

Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Organic debris collected by LandCare is recycled and/or composted.

Work Performed at an Additional Fee

Extra work will need prior permission from the Owner. All extra work will be billed at LandCare's standard hourly rate unless specifically noted in the

- Treatment for rodents, snails, diseases, or pests on lawns, trees & shrubs, except as specified
- Parking lot maintenance (parking lot sweeping, leaf pickup, litter pickup)
- Aeration, scalping, or renovation of lawn areas
- Correcting pre-existing conditions such as dead or dying plant material requiring remedial work
- Cleaning and/or repairing from acts of vandalism, natural disorders, or acts of God
- Irrigation repairs and maintenance
- Fertilization
- Environmental Weed and Pest Control Program
- Arbor Care

Addendum

The Addendum is for additional specifications, requirements, or provisions in addition to the standard LandCare Specifications above.

Not used.

Landscape Maintenance



The care of your property begins with a solid approach to the basics of landscape maintenance and consistent, proactive communication. From our Culver City branch, your LandCare Account Manager will provide you with exceptional personalized service, as we are only minutes away.

Every property has its own unique needs and challenges. In response, we provide a unique management process called our Customer Care Plan. Through your input, our team will document your priorities and quality expectations on satellite images, site photos and plans. This approach ensures that we proactively match our services to your needs today and for years to come.

Our crew members receive ongoing safety training, including weekly tailgate training sessions, which protect our associates, you as a customer, and LandCare as an employer. In addition, all employees are uniformed, screened through E-verify, and must pass background and drug tests. Service quality is ensured by Regional Field Auditors who review the service performed at your site with a Landscape Quality Audit. These audits are based on LandCare's quality parameters, and what you have stated is most critical. Our aim is to work with you to improve the value and beauty of your property as we strive to provide an excellent return on your investment.

- ✓ Local Branch Office
- ✓ Professional & Experienced Account Management
- ✓ Proactive Communication
- ✓ Tailor Plan Management
- ✓ Design Staff
- ✓ Safety First
- ✓ E-Verify Hiring
- ✓ Uniformed Employees
- ✓ Trained & Tenured Crew Leaders & Members
- ✓ Regional Field Auditors
- ✓ Landscape Quality Audits
- ✓ 24 Hour Emergent Services

| LANDSCAPE QUALITY AUDIT | | TRUGREEN LandCare | |
|-------------------------|--|-------------------|--|
| Property Name | | Inspector/Date | |
| Site Address | | City | |
| Client Name | | Phone | |
| Service Type | | Contract # | |
| Contract # | | Account # | |
| Inspector | | Site # | |
| Date | | Time | |
| Weather | | Temp | |
| Wind | | Humidity | |
| Moisture | | Light | |
| Soil | | Notes | |
| Plant Health | | | |
| Watering | | | |
| Maintenance | | | |
| Overall | | | |
| Comments | | | |
| Signature | | Signature | |
| Date | | Date | |

Water Management

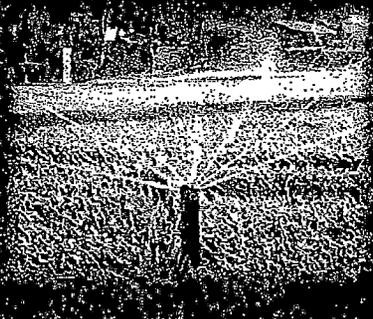
Water management is one of the most important elements to the care of your landscape. Proper irrigation is a careful balance between conservation and providing enough water for healthy plant growth.

To ensure we get the most from your system, we provide you with a comprehensive water management program staffed by experienced irrigation specialists. These technicians will monitor, repair, and manage your system by providing system analysis, water audits, and customized watering programs. Leaks are caught quickly to protect you from water loss, and property damage.

Our water audits identify the efficiency of your system and allow us to propose improvements that will help you lower your operating costs, while protecting plants, site operations, and infrastructure. We offer a basic review of your system with your maintenance services. More involved analysis with return on investment calculations are also available which will incorporate any available rebates or incentives from your local water authority.

Care

- ✓ Proper Water Application
- ✓ Experienced Irrigation Specialists
- ✓ Water Audits & System Analysis
- ✓ Customized Watering Programs
- ✓ Lower Operating Costs
- ✓ ROI Calculations
- ✓ Weather-based Controllers
- ✓ Smart Technology
- ✓ Low Use Nozzles
- ✓ Annual Water Budgeting



Water Management Division with Cloud-based Smart Technology

Arbor Care

Trees are an extremely valuable asset to your landscape, providing climate control, air quality improvements, ecosystem value, and aesthetic benefits. Long-lived mature specimens are often impossible to replace. Rely on our Certified Arborists and professionally trained tree care specialists for a well-managed maintenance program designed to keep trees healthy, strong, and beautiful.

Throughout the year, we will provide clearance pruning for vehicles and pedestrians and other valuable tree care services. At your request, we can develop a more involved program based on your arbor care needs. Single or multi-year pruning programs can be developed that address both your tree care and budget needs. A variety of additional services are available include planting, root pruning, special fertilization, insect & disease control, appraisals, LEED credit strategies, and supplemental watering. Other services related to capital improvements include pre-construction preparations and tree protection. Our plan is to provide you with a comprehensive, easy to follow program based on expert assessment that will protect your trees and investment for years to come.

- ✓ Certified Arborists
- ✓ Certified Tree Care Specialist
- ✓ Clearance Pruning
- ✓ Root Pruning and Barriers
- ✓ Insect and Disease Control
- ✓ Stump Removal
- ✓ Planting
- ✓ Fertilization
- ✓ Soil Improvement
- ✓ Diagnosis, Appraisal and Evaluation
- ✓ LEED credits
- ✓ Inventory and Management Programs



Enhancement Solutions

Elevating the beauty and performance of your property combines exceptional maintenance with fresh enhancement ideas from expert consultation. Our licensed landscape architects and designers are seasoned professionals with decades of experience in landscape contracting and design.

Working with you, our design team will help optimize your return on your investment by evaluating the existing landscape, analyzing spending, and updating current maintenance practices with innovative solutions. We will listen to your desires and develop concepts for a beautiful landscape that makes a powerful statement in your primary marketing path and key areas.

Regional designers are equipped with on-line video conferencing at no cost to you for your convenience. Through this added benefit, our designer can meet with you and other project stakeholders online to present and discuss projects and even develop designs before your eyes. Your design will be professionally installed by our enhancement crews using the proper installation and horticulture practices to ensure a healthy a beautiful landscape for years to come.

- ✓ Design & Enhancements
- ✓ Licensed Landscape Architects & Designers
- ✓ Analyze spending
- ✓ Optimize Return on Investment
- ✓ Video Conferencing
- ✓ Team Approach to Landscape Installations



Customer Care Plan

Customer Care Plan is the master planning tool we use to coordinate our services with you.

Using aerial photos and other maps specific to your site, your plan allows us to communicate with you graphically about every area of service we provide. This also serves as a base for planning, budgeting, and design. With our design team's assistance, your plan is an effective mechanism for saving you time, securing satisfaction, and getting the highest return on the landscape dollars you spend.

Any service area, goal, or business objective can be planned and managed through the our system. Typical service areas include Landscape Maintenance, Water Management, Arbor Care, and Enhancement Solutions like seasonal color and mulch. In addition, we can provide budgeting and planning services as well.

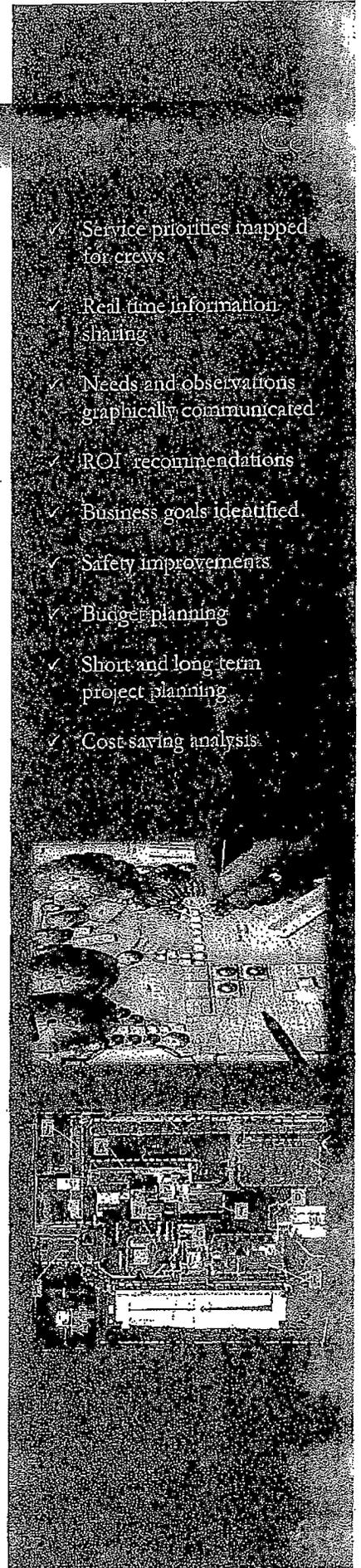
Simple on-plan mark ups by you or our staff communicate information specific to your site and needs anytime, anywhere. Maps can be sent digitally to and from the field easily with our smart phones, digital tablets, and laptops. This accurately locates and depicts any service need or issue, ensuring a precise response by our managers and crews.

Audits by our designers have saved our clients thousands by identifying waste and neglected opportunities. Manage your budget with short and long-term strategies, control costs, and free up funds for upgrades and special projects through innovative ideas our design team can recommend.

Startup Plan – First 60 days

- ✓ Pre-start meeting with you for staff introductions, site tour and administrative set ups
- ✓ Safety issues impacting our service operations are identified with solutions proposed
- ✓ Identification of other punch list items
- ✓ Submit a work schedule outline, with a site map
- ✓ Review agronomy and horticulture program history, and propose recommendations
- ✓ Review enhancement needs and develop a proposal phasing plan
- ✓ Begin budget plan for this year's work, and next if applicable

- ✓ Service priorities mapped for crews
- ✓ Real time information sharing
- ✓ Needs and observations graphically communicated
- ✓ ROI recommendations
- ✓ Business goals identified
- ✓ Safety improvements
- ✓ Budget planning
- ✓ Short and long term project planning
- ✓ Cost saving analysis



Added Value

Each of our associates, seasoned employees and new-hires alike, undergo rigorous **operations training**. Our **Operations Improvement Group** has developed a series of **Standard Operation Procedures** for the services we provide. All associates must successfully complete this training prior to providing services at our client's properties. These training programs are refreshed annually. This permits us to ensure quality and drive efficiency, allowing us to maximize the value of dollars spent on landscape services by our clients.

LandCare has **bilingual supervisors, managers and support staff** that are able to assist our associates at any time. Our training materials and communications can be found in both languages. We also provide a helpline for payroll, benefits, and associate concerns that is staffed with **bilingual representatives** that can assist with employee concerns. We provide **bilingual communication services** to all of our customers. Our written communications are available to our employees in both Spanish and Portuguese.

As one of the largest landscape maintenance providers in the industry, LandCare has the **equipment and purchasing resources** to meet your demands. We are constantly evaluating and modifying our equipment to best serve our clientele and the demands of each site we service. **In-house mechanics, outsourced equipment vendors** and the pooled resources of a nationwide company keep our **equipment fleet operating** and at your disposal.

Outside of branch service LQA's, separate **regional field auditors and regional designers** review accounts for quality, service performance, enhancement and cost savings opportunities. Findings and recommendations are communicated to branch managers and brought to the client for service satisfaction, improvements and upgrades.

At the discretion of the client, **Landscape Quality Audits (LQA's)** are conducted during walk-throughs with our clients or by our account and branch managers. LQA's specifically evaluate attributes of landscape services provided such as turf condition, ornamental bed maintenance, flower program, irrigation system, and general site conditions. These are then returned to our office staff who enter each into our system with tasks assigned to ensure that our staff meets service quality needs and standards.

- ✓ Operations training programs
- ✓ Bilingual communication
- ✓ National purchasing power
- ✓ Branch Landscape Quality Audits
- ✓ Regional Service Audits



Our People

How well we select our associates determines our success and your satisfaction. We ensure staffing success through:

- **Talent Acquisition Group**
- **Pre-hire Criminal and Motor Vehicle Background Checks**
- **Pre-hire Drug Testing** by a third party
- **E-Verify:** confirms legal status for all employees
- **Ongoing operations Training** from national and local managers
- **Bilingual Communication:** One (1) bi-lingual employee is placed at every site.

Safety is foremost in our company, and is exemplified by our OSHA records and EMR scores. LandCare is accustomed to servicing clientele with rigorous safety standards and requirements across the nation, such as R&D laboratories, data centers, and medical/government facilities. Many of these require minimum performance scores to qualify as their landscape service provider.

- **Pre-Hire Training** and weekly tailgate sessions
- **National Safety Department**
- **Regional and seasonal topics** focus for local branches
- **Full uniforms and personal protective equipment** for all associates
- **All trucks are GPS tracked** to ensure safe driving practices

Each client is assigned to a **local Account Manager** at the time of sale. The Account Manager is directly responsible for quality assurance and operational oversight of the contract. Our Account Managers are our client's first source for consultation and response. Therefore, each Account Manager is equipped with smart phone technology so that they are **accessible 24-7** via phone, text, or e-mail.

We are not part of the ServiceMaster® family of brands, and we have no affiliation with their company TruGreen GoGreener™ that provides lawn chemical application services.





City of Gardena
City Council Meeting

Agenda Item: No. 9. A. (1)
Department: COUNCIL ITEMS
Meeting Date: 07/26/2016

AGENDA REPORT SUMMARY

TO: THE HONORABLE MEMBERS OF CITY COUNCIL

AGENDA TITLE: NOTICE AND GUIDELINES FOR 60 DAYS TO APPOINT VACANT SEAT

| | |
|---|----------------------------|
| <p><u>COUNCIL ACTION REQUIRED:</u></p> <ul style="list-style-type: none"> • Consider an Appointment for the position of Mayor to serve until the next Municipal Election day; <u>or</u> • Continue Consideration until the next Regularly-Scheduled Council Meeting | <p><u>Action Taken</u></p> |
| <p><u>RECOMMENDATION AND STAFF SUMMARY:</u></p> <p>As Council is aware, pursuant to Government Code Section 36512 and Gardena Municipal Code 2.04.150, if the Council does not fill the vacancy of the Mayor within 60 days to serve until the next municipal election date, the City Council is then required to call a special election which is to be held on the next regularly-scheduled election date, not less than 114 days from the call of the special election. The next regularly-scheduled election date, which is at least 114 days from the end of the 60-day period the Council has to make an appointment, will be the March 7, 2017, Municipal Election.</p> <p>At the July 12, 2016, Council Meeting, the Council considered three (3) options:</p> <ul style="list-style-type: none"> (a) To appoint a Qualified Person to the position of Mayor to serve until the March 7, 2017, municipal election; <u>OR</u> (b) To adopt two (2) resolutions relative to holding a Special Municipal Election on November 8, 2016, <u>OR</u> (c) To take no action and continue consideration of an Appointment for the position of Mayor at the next Regularly-Scheduled Council Meetings. <p>No <i>official</i> action was taken regarding (a) and (b), referenced above.</p> <p>The Council then directed that consideration of an Appointment for the position of Mayor be continued to the July 26, 2016, City Council meeting. If no appointment is made by August 26, 2016, the end of the 60-day appointment period, the Election of a Mayor will be at the March 7, 2017, General Municipal Election.</p> | |
| <p><u>FINANCIAL IMPACT/COST</u> - None</p> | |
| <p><u>ATTACHMENTS</u> - None</p> | |
| <p>Submitted by: <u>Mitchell G. Lansdell</u>, Mitchell G. Lansdell, City Manager Date: 07/21/2016</p> | |



**City of Gardena
City Council Meeting**

Agenda Item No. 9. A. (2)

Department: COUNCIL ITEMS

Meeting Date: 07/26/2016

AGENDA REPORT SUMMARY

TO: THE HONORABLE MEMBERS OF CITY COUNCIL

**AGENDA TITLE: DESIGNATION OF VOTING DELEGATE / REPRESENTATIVE FOR
THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE,
OCTOBER 5-7, 2016, IN LONG BEACH**

| | |
|--|---------------------|
| <u>COUNCIL ACTION REQUIRED</u> Designate Delegate | <u>Action Taken</u> |
| <p><u>STAFF SUMMARY</u></p> <p>Staff respectfully recommends that the City Council designate a member of the City Council to serve as the City of Gardena’s Voting Delegate during the October 5-7, 2016, Annual League of California Cities (League) Conference and Expo, to be held at the Long Beach Convention Center.</p> <p>Consistent with League bylaws, a city’s voting delegate must be designated by its City Council.</p> <p>As Gardena’s Delegate to the Los Angeles County League of California Cities, <u>Council Member Terrence Terauchi</u> plans to attend to represent the City of Gardena at the State’s Annual Conference and will be available to serve in this capacity.</p> <p>Therefore, Staff recommends that the City Council designate Council Member Terauchi to represent the City of Gardena as its official Voting Delegate during the League’s Annual Conference next October.</p> <p>Notification of the Council’s Voting Delegate selection is due to the League of California Cities Office by no later than Friday, September 23, 2016.</p> | |
| <u>FINANCIAL IMPACT/COST</u> – None | |
| <p><u>ATTACHMENTS</u></p> <p>2016 Annual Conference Voting Delegate/Alternate Form Annual Conference Voting Procedures</p> | |
| <p>Submitted by <u>Mitchell G. Lansdell</u>, Mitchell G. Lansdell, City Manager Date: 07/20/2016</p> | |



CITY: _____

**2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



**City of Gardena
City Council Meeting**

Agenda Item: No. 9. A. (3)
Department: COUNCIL ITEMS
Meeting Date: 07/26/2016
Resolution No. 6241

AGENDA REPORT SUMMARY

TO: THE HONORABLE MEMBERS OF CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6241: EXTENDING SUPPORT OF CITY OF GARDENA FOR H.R. 3484: LOS ANGELES HOMELESS VETERANS LEASING ACT OF 2016

COUNCIL ACTION REQUIRED:

Action Taken

- Adopt Resolution No. 6241

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully requests that the City Council adopt Resolution No. 6241.

At the July 12, 2016, City Council Meeting, Council directed Staff (motion by Mayor Pro Tem Henderson, seconded by Councilman Medina) to present a resolution supporting House of Representatives Bill 3484 (H.R. 3484) (Lieu) Los Angeles Homeless Veterans Leasing Act of 2016, an Act that authorizes the Secretary of Veterans Affairs to enter into certain leases at the Department of Veterans Affairs West Los Angeles Campus, and other purposes.

H.R. 3484 will allow the Department of Veterans Affairs ("the V.A. Dept.") to work with local government and non-profit organizations, enabling them to enter into public and private Enhanced-Use Lease agreements at the West Los Angeles Veterans Affairs Campus for the purpose of providing services exclusively to veterans including underserved populations such as female veterans, aging veterans, and veterans who are severely physically and mentally disabled.

The Secretary of Veterans Affairs currently does not have Enhanced-Used Leasing authority for the 387-acre land designated exclusively for veterans and services for veterans such as housing and medical facilities. Veterans are in critical need of facilities which provide medical, mental, clinical, therapeutic, dietary, rehabilitative, spiritual and physical health, recreational activities, research and counseling needs, legal, vocational, reintegration and skill building education, family support, transitional and permanent housing, and other critical services.

On January 28, 2016, Secretary of the VA Dept. Robert McDonald adopted the West Los Angeles Veterans Affairs Draft Master Plan designated to include facilities that will provide unlimited services exclusively to veterans and their families at the 387-acre land site located in Los Angeles, California.

H.R. 3484, authored by Congressman Ted Lieu, authorizes the V.A. Dept. to carry out certain leases at the Veterans Affairs West Los Angeles Campus, for: (1) supportive housing; (2) health, education, family support, vocational training, and other services which principally benefit veterans and their families; and (3) a lease of real property to a California institution that has had a long-term medical affiliation with the Veterans Affairs at such Campus.

FINANCIAL IMPACT/COST – None

ATTACHMENT

– Resolution No. 6241

Submitted by: Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager Date: 07/21/2016

RESOLUTION NO. 6241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, EXPRESSING SUPPORT OF HOUSE OF REPRESENTATIVES BILL 3484 (H.R. 3484): LOS ANGELES HOMELESS VETERANS LEASING ACT OF 2016, AN ACT THAT AUTHORIZES THE SECRETARY OF VETERANS AFFAIRS TO ENTER INTO CERTAIN LEASES AT THE DEPARTMENT OF VETERANS AFFAIRS (VA) WEST LOS ANGELES CAMPUS IN LOS ANGELES, CALIFORNIA, AND FOR OTHER PURPOSES

WHEREAS, the West Los Angeles Veterans Affairs Campus currently does not have Enhanced-Use Leasing authority and therefore cannot build supportive and permanent housing and service facilities for veterans, including underserved populations such as female veterans, aging veterans, and those who are severely physically and mentally disabled; and

WHEREAS, Los Angeles County has a high number of homeless veterans who are in dire need of critical services which consist of medical, mental, clinical, therapeutic, dietary, rehabilitative, spiritual and physical health, recreational activities, research and counseling needs, legal, vocational, reintegration and skill-building education, family support, transitional and permanent housing, and other services which exclusively benefit veterans and their families; and

WHEREAS, H.R. 3484, authored by Congressman Ted Lieu, will allow the Department of Veterans Affairs to work with local government and non-profit organizations, enabling them to enter into public or private Enhanced-Use Lease agreements at the West Los Angeles Veterans Affairs Campus for the purpose of providing services to veterans; and

WHEREAS, the Enhanced-Use Leasing Act of 2016 has a number of safeguards, including regular reporting requirements to the Committee of Veterans Affairs of the Senate, the Committee of Veterans Affairs of the House of Representatives, and to each member of the Senate and the House of Representatives who represent the area in which the Campus is located; and

WHEREAS, the Secretary of Veterans Affairs ("Secretary") shall ensure that each lease carried out is consistent with the West Los Angeles Veterans Affairs Campus Draft Master Plan approved in January 2016, or consistent with successor master plans; and

WHEREAS, other requirements include the prohibition against selling or otherwise conveying the land for private development, as well as annual reports evaluating all leases and land-sharing agreements carried out at the Campus, and an evaluation of the management of the revenue generated by the leases; and

WHEREAS, the Secretary may not enter into any lease or land-sharing agreement at the Campus, or renew any such lease or land-sharing agreement which is not in compliance with such laws unless additional resources are provided to the Campus that benefit veterans and their families directly;

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

SECTION 1. That the City Council supports H.R. 3484: Los Angeles Homeless Veterans Leasing Act of 2016.

SECTION 2. That this Resolution shall be effective immediately.

SECTION 3. That a copy of this resolution be forwarded to Congressman Ted Lieu, the author of the bill.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 26th day of July, 2016.

MARK E. HENDERSON, Mayor Pro Tem

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


PETER L. WALLIN, City Attorney