



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162nd Street, Gardena, California

Website: www.cityofgardena.org

Tuesday, April 9, 2024

Open Session 7:30 p.m.

TASHA CERDA, *Mayor*

MARK E. HENDERSON, *Mayor Pro Tem*

RODNEY G. TANAKA, *Council Member*

PAULETTE C. FRANCIS, *Council Member*

WANDA LOVE, *Council Member*

MINA SEMENZA, *City Clerk*

GUY H. MATO, *City Treasurer*

CLINT OSORIO, *City Manager*

CARMEN VASQUEZ, *City Attorney*

LISA KRANITZ, *Assistant City Attorney*

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

- 1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at**
youtube.com/CityofGardena
- 2. PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
- 3. ATTEND THE MEETING IN PERSON**

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

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

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

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

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

Thank you for your attendance and cooperation

1. ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

2. CLOSED SESSION

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

Reverend Bonnie Brandon
Church of the Holy Communion Gardena

5. PRESENTATIONS

- 5.A [ELECTION OFFICIAL'S CERTIFICATION OF OFFICIAL CANVASS OF MUNICIPAL ELECTION VOTES RESOLUTION 6661](#), Reciting the Fact of the General Municipal Election held on March 5, 2024, Declaring the Results and Such Other Matters as Provided by Law

Staff Recommendation: Adopt Resolution No. 6661

[RESO NO 6661 Certifying Results for 2024 Election.pdf](#)

[Exhibit A - Certificate of Canvass of the 3-5-2024 Election Returns.pdf](#)

- 5.B Finance Committee Presentation

- 5.C Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena:

(a) Luis Villanueva, Police Officer - 22 years (Gardena Police Department)

[Villanueva Certificate .pdf](#)

- 5.D Gardena Events Video Presentation

6. PROCLAMATIONS

- 6.A "Challenge the Norm and Influence of Marijuana Use on Youth Day" - April 20, 2024 - ***to be accepted by Tracy Saruwatari***

7. **APPOINTMENTS**

8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC - Roll Call Vote Required On The Consent Calendar

All matters listed under the Consent Calendar will be enacted by one motion unless a Council Member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

PUBLIC COMMENT ON CONSENT CALENDAR

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

CONTACT: CITY CLERK

- 8.B Approve Minutes:
Regular Meeting of the City Council, March 26, 2024

CONTACT: CITY CLERK

[03262024 REGULAR Minutes CC Meeting - FINAL.pdf](#)

- 8.C Approval of Warrants/Payroll Register, April 9, 2024

CONTACT: ADMINISTRATIVE SERVICES

[Warrant-Payroll Register 04-09-24.pdf](#)

- 8.D Personnel Report P-2024-6 4-09-24

CONTACT: ADMINISTRATIVE SERVICES

[PERS RPT P-2024-6 4-9-24.pdf](#)

[Attach. 1 - Classification and Compensation Schedule - eff. April 9 2024.pdf](#)

- 8.E [RESOLUTION NO. 6662, Approving Application for Specified Grant Funds from the Budget Act of 2023, 19.561\(b\)\(44\) \\$2,000,000 for the City of Gardena for the Renovation of the Mas Fukai Park Building Structure](#)

CONTACT: ADMINISTRATIVE SERVICES

[RESOLUTION 6662.pdf](#)

- 8.F [RESOLUTION NO. 6663, Approving Application for Specified Grant Funds from the Budget Act of 2023, 19.561\(b\)\(57\) \\$3,000,000 for the City of Gardena for the Rowley Park Gymnasium Renovation](#)

CONTACT: ADMINISTRATIVE SERVICES

[RESOLUTION 6663.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

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

10.A APRIL 2, 2024 MEETING

Environmental Impact Report; General Plan Amendment; Zone Change; Zone Text Amendment; Specific Plan; Site Plan Review; Vesting Tentative Map; Development Agreement, and Affordable Housing Agreement for the Normandie Crossing Specific Plan

Project Location: 16829, 16835, 16907, and 16911 S. Normandie Avenue, 16964 Brighton Avenue and 0.43 acre property located at the eastern edge of the specific plan area

Project Applicant: Fred Shaffer and Steve Ludwig – 16911 Normandie Associates, LLC

Commission Action: The Planning Commission made the following actions on this item by a 3-0-2 vote, being Commissioners Langley and Wright-Scherr not being able to vote because of a conflict:

- The Planning Commission approved Resolution No. 4-24, recommending the City Council certify an Environmental Impact Report for the purposes of the project.
- The Planning Commission approved Resolution No. 5-24, recording the Commission's 2 to 1 vote on recommendation of approving General Plan Amendment #3-21. The vote of the Planning Commission does not constitute a recommendation of approval for the General Plan amendments.
- The Planning Commission approved Resolution No. 6-24, recommending the City Council deny the project entitlement requests other than the General Plan Amendment.

10.B APRIL 2, 2024 MEETING

Zone Text Amendment #3-24

Commission Action: The Planning Commission approved Resolution No. PC 7-24 recommending that the City Council on adopt Ordinance No.1871 to amend Chapter 5.52 and Title 18 of the Gardena Municipal Code relating to significant tobacco retailers, cigar lounges, and hookah lounges and making a finding that the Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

10.C APRIL 2, 2024 MEETING

Zone Text Amendment #1-24

Commission Action: The Planning Commission approved Resolution No. 8-24 recommending that the City Council to adopt Ordinance No. 1865 amending Gardena Municipal Code Chapter 18.60 and Sections 5.08.170, 8.16.030, and 8.16.050 relating to temporary use permits and temporary events permits and amending section 5.04.160 and 5.04.278 relating to permits and finding the Ordinance to be categorically exempt from the provisions of the California Environmental Quality Act pursuant to Guidelines Section 15061(b)(3) and Section 15304 as a Minor Alterations to Land.

City Council Action: No action needed on these items. Each item will be brought forth to the Council for review at a future City Council Meeting date.

To view the complete Planning Commission packet [CLICK HERE](#)
[2024_04_02 PCAX](#)

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

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

11.A **PUBLIC COMMENT**

[04-09-2024 Regular CC Meeting - PC #1 - Oral Communication.pdf](#)

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

12.A [Amendment to the Contract between the California Public Employees' Retirement System Board of Administration and the City of Gardena](#)

- a. [RESOLUTION NO. 6660](#), Adopting the Resolution of Intention to Approve an Amendment to the Contract between Board of Administration of the California Public Employees' Retirement System and the City of Gardena
- b. [INTRODUCE ORDINANCE NO. 1870](#), Authorizing an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System and the City of Gardena

Staff Recommendation: Adopt Resolution No. 6660

Staff Recommendation: Introduce Ordinance No. 1870

[A - City Resolution No. 6660.pdf](#)

[B - CON-302 Resolution of Intention.pdf](#)

[C - ORDINANCE NO. 1870.pdf](#)

[D - CalPERS Amendment to Contract.pdf](#)

[E - PERS-CON-12A Cert of Compliance w Gov Code Section 7507.pdf](#)

[F - PERS-CON12 Certification of Governing Body's Action.pdf](#)

[G - PERS-CON-500 Cert of Compliance w Gov Code Section 20516.pdf](#)

12.B [Single Audit Report Required for Federally Funded Programs for Fiscal Year Ended June 30, 2023](#)

Staff Recommendation: Receive and File

[2023 City of Gadena Single Audit Report.pdf](#)

[PPT-Single_Audit_FY2023.pdf](#)

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

13.A [Approval of Contract Services with Converse Consultants for Environmental Services Performed at 1112 W. Gardena Boulevard, Gardena, CA 90247](#)

Staff Recommendation: Staff respectfully recommends that the City Council approve the contract services with Converse Consultants in the amount of \$50,846 for environmental services performed at 1112 W. Gardena Boulevard, Gardena, CA 90247.

[PROPOSAL - Phase II ESA & Hoist and Water Removal_ Converse Consultants](#)

- 13.B [Appeal of the Community Development Director's decision to deny Home-Sharing Rental Application #24-006.](#)

Staff Recommendation: Staff respectfully recommends that the City Council, hold a hearing, receive testimony, and uphold the decision of the Community Development Director to deny Home Sharing Rental Application (HSP) #24-006.

[Staff Report 4-09-24 for Appeal of HSP#24-006.pdf](#)

[ATTACHMENT 1 - Applicant's Appeal Letter](#)

[ATTACHMENT 2 - GMC 5.76 Home Sharing Rental.pdf](#)

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

- 14.A [INTRODUCTION OF ORDINANCE NO. 1869](#), Adding Chapter 2.70 to Title 2 of the Gardena Municipal Code relating to Statements of Economic Interest and Electronic and Paperless Filing of Campaign Disclosure Statements

Staff Recommendation: Introduce Ordinance No. 1869

[ORD NO 1869 - NetFile.pdf](#)

15. **DEPARTMENTAL ITEMS - POLICE**

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A [Approve and Authorize Director of Public Works to execute an Authorization for Crossing Improvements between the City of Gardena and Union Pacific Railroad for the Normandie Avenue Railroad Crossing Improvement Project JN 540. Additionally, approve Budget Appropriation of \\$110,000 from Gas Tax.](#)

Staff Recommendations:

- **Authorize the Director of Public Works to Execute an Authorization for Crossing Improvements with UPRR.**
- **Approve Budget Appropriation**

[GardenaUPRR_ACI_240409.pdf](#)

- 16.B [Reject all bids for the Rosecrans Community Center Project, Chase Building Demolition Phase, JN 505, and re-bid the project.](#)

Staff Recommendation: Reject all bids and rebid.

[JN_505_-_Clauss_Construction_3-28-2024.pdf](#)

[JN_505_Interior Demolition Letter of withdraw.pdf](#)

[JN_505_-_Interior_Demolition__Inc._3-28-2024.pdf](#)

[JN_505_-_Vertex_Civil_LLC_3-28-2024 \(1\).pdf](#)

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

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

19. **COUNCIL ITEMS**

- 19.A [RESOLUTION NO. 6664, A Resolution of the City Council of the City of Gardena California, In Support of An Enduring Ceasefire in Gaza](#)

Staff Recommendation: Discuss and Consider Adopting Resolution No. 6664
[Reso No. 6664 docx.pdf](#)

20. **COUNCIL DIRECTIVES**

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

22. **COUNCIL REMARKS**

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

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

25. **ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, April 23, 2024.

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

Dated this 5th day of April 2024.

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 5.A
Section: PRESENTATIONS
Meeting Date: April 9, 2024

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

AGENDA TITLE: ELECTION OFFICIAL'S CERTIFICATION OF OFFICIAL CANVASS OF MUNICIPAL ELECTION VOTES

RESOLUTION 6661, Reciting the Fact of the General Municipal Election held on March 5, 2024, Declaring the Results and Such Other Matters as Provided by Law

COUNCIL ACTION REQUIRED:

Staff Recommendation: Adopt Resolution No. 6661

RECOMMENDATION AND STAFF SUMMARY:

The Los Angeles County Registrar-Recorder/County Clerk has canvassed and certified the returns of the City's General Municipal Election held on March 5, 2024. Set forth and attached to Resolution No. 6661 are the total numbers of votes cast for each candidate at each precinct, all of which is contained within Exhibit "A", and the Certificate of Canvass of the Election Returns are presented herewith for your approval and adoption.

The City's March 5, 2024 General Election included an overall voter turnout of 26.01%.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[RESO NO 6661 Certifying Results for 2024 Election.pdf](#)

[Exhibit A - Certificate of Canvass of the 3-5-2024 Election Returns.pdf](#)

APPROVED:

Clint Osorio, City Manager

RESOLUTION NO. 6661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON MARCH 5, 2024 DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held in the City of Gardena, California, on Tuesday, March 5, 2024 and conducted by the Los Angeles Registrar-Recorder as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

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

SECTION 1. That the whole number of ballots cast in the precincts (including provisional), except vote by mail ballots, was 1,731; and

That the whole number of votes by mail cast in the City was 7,628, making a total of 9,359 ballots cast in the City.

SECTION 2. That the names of persons voted for Members of the City Council are as follows:

MARK E. HENDERSON
PAULETTE C. FRANCIS
ANTHONY DIXON
AIMEE MIDORI YAMADA

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit "A".

SECTION 4. That the City Council does declare and determine that: MARK E. HENDERSON was elected as Member of the City Council for the full term of four (4) years; and PAULETTE C. FRANCIS was elected as Member of the City Council for the full term of four (4) years.

SECTION 5. That the City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City for the Council Member positions; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person; and (5) The total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. 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 9th DAY OF APRIL 2024.

TASHA CERDA, Mayor

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

ATTEST:

MINA SEMENZA, City Clerk

(SEAL)



Los Angeles County Registrar-Recorder/County Clerk

CERTIFICATE OF THE CANVASS **OF THE ELECTION RETURNS**

I, **DEAN C. LOGAN**, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

Gardena City

at the Presidential Primary Election, held on the 5th day of March, 2024.

I **FURTHER CERTIFY** that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of March 2024.

Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

[illegible]

GARDENA CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

MARK E HENDERSON

PAULETTE C
FRANCIS

AIIMEE M YAMADA

ANTHONY DIXON

Location	Registration	Ballots Cast
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PRECINCT TOTAL		1,731	815	637	395	707
VBM TOTAL		7,628	3,777	3,161	2,054	2,561
GRAND TOTAL	35,982	9,359	4,592	3,798	2,449	3,268

Certificate of Commendation

presented to

Luis Villanueva

In official acknowledgment and with deep appreciation for an exemplary, outstanding 22 years of service to

the **City of Gardena** as a
Police Officer

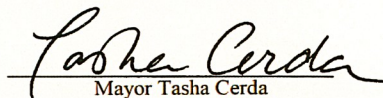
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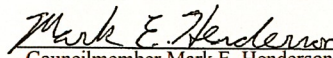
Police Department

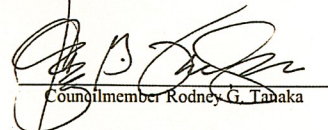
We, the Mayor and Members of the City Council of the City of Gardena, California, are pleased to present this special recognition to you for your long-time City service, and express our sincere, best wishes for a healthy, enjoyable, and rewarding retirement, effective January 27, 2024.

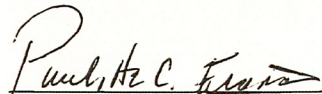


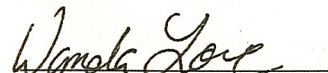
Presented ✧ 9th day of April, 2024

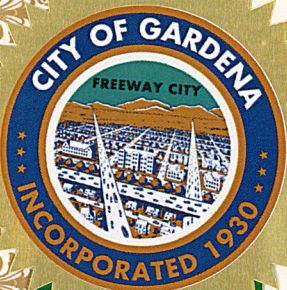

Mayor Tasha Cerda


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Paulette C. Francis


Councilmember Wanda Love





PROCLAMATION

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

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

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

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

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

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **APRIL 20, 2024 ("4/20")**, to be

CHALLENGE THE NORM AND INFLUENCE OF MARIJUANA USE ON YOUTH DAY

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

Tasha Cerda

MAYOR

Dated: 9th day of April, 2024

MINUTES
Regular Meeting of the
Gardena City Council
Tuesday, March 26, 2024

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:06 PM on Tuesday, March 26, 2024, in the Council Chamber at City Hall 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 Rodney G. Tanaka; Council Member Paulette C. Francis; and Council Member Wanda Love; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. It was noted for the record that Mayor Cerda was running late but was on her way.

PUBLIC COMMENT ON CLOSED SESSION

2. CLOSED SESSION

2.A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 1112 W. Gardena Blvd., Gardena, CA 90247; APN: 6111-004-032, 6111-004-033

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

Negotiating Parties: Shar P & J Family Trust represented by Darryll Hamilton, Thompson Team Real Estate

Under Negotiation: Price and Terms of Payment

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:58 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting, including Mayor Cerda. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated that staff was provided with direction, but no reportable action was taken.

3. PLEDGE OF ALLEGIANCE

Amarachi Sunday led the Pledge of Allegiance. Amarachi is 5 years old and attends Gardena Early Education Center. She excels in Reading, Math and Writing. She enjoys playing with her peers, listening to and reading stories on her own. Make sure to lookout for the year 2044 to see Amarachi as the future Mayor of Gardena! Amarachi introduced her Principal Ms. Mitchell, Ms. Blackman, her Father and Mr. G.

4. INVOCATION

Deacon Rodney Blackburn, of New Direction Community Church, led the Invocation.

5. PRESENTATIONS

- 5.A Gardena Military Veteran Recognition to Honor George Thomas Graham, who served in the U.S. Air Force. He was chosen at the recommendation of Councilmember Tanaka – ***Mayor Cerda read Veteran George Thomas Graham's bio, Council Member Tanaka presented him with a Veteran coin, and appropriate photos were taken.***
- 5.B Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena:
 - (a) Peter Graffeo, Police Officer - 21 years (Gardena Police Department) – ***Mr. Graffeo was not present to accept his Certificate of Commendation; Chief Mike Saffell spoke on his behalf.***
- 5.C Certificate of Recognition to the Gardena Youth Cheer Program - 2024 California State Championships and 2024 National State Championships – ***was accepted by members of the Gardena Youth Cheer Program.***
- 5.D Boards & Commissions Presentation - Rent Mediation Board – ***an update was given by Board Member Florence Bagsby.***
- 5.E Gardena Events Video Presentation - ***the video presentation highlighted the Recreation and Human Services Department's current and future events.***

6. PROCLAMATIONS

- 6.A "Fair Housing Month," April 2024 – ***was accepted by Christina Prado, Outreach Coordinator for the Fair Housing Foundation***
- 6.B "DMV / DONATE LIFE MONTH," April 2024 – ***was accepted by Cathy Mora***

7. APPOINTMENTS

8. CONSENT CALENDAR

- 8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only
CONTACT: CITY CLERK
- 8.B Approve Minutes:
Regular Meeting of the City Council, March 12, 2024
CONTACT: CITY CLERK
- 8.C Approval of Warrants/Payroll Register, March 26, 2024
CONTACT: ADMINISTRATIVE SERVICES

March 26, 2024: Wire Transfer: 12659-12672; Prepay: 175420-175423; Check Numbers: 175424-175584 for a total Warrants issued in the amount of \$13,262,080.64; Total Payroll Issued for March 22, 2024: \$2,550,138.83

- 8.D Monthly Investment Portfolio, February 2024
CONTACT: ADMINISTRATIVE SERVICES
- 8.E Personnel Report P-2024-5 3-26-24
CONTACT: ADMINISTRATIVE SERVICES
- 8.F Annual Housing Element Progress Report 2023, of the 6th Cycle 2021-2029
CONTACT: COMMUNITY DEVELOPMENT
- 8.G SECOND READING AND ADOPTION OF ORDINANCE NO. 1866, Amend GMC to implement programs set forth in City's 6th Cycle 2021-2029 Housing Element
CONTACT: COMMUNITY DEVELOPMENT

ORDINANCE NO. 1866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING TITLE 2, TITLE 14, AND TITLE 18 OF THE GARDENA MUNICIPAL CODE RELATING TO CHANGES REQUIRED BY 6TH CYCLE 2021-2029 HOUSING ELEMENT PROGRAMS FOR HOUSING REPLACEMENT, EMERGENCY SHELTERS, AND EMPLOYEE HOUSING AND CHANGES REQUIRED BY STATE LAW AND FINDING THE ADOPTION TO BE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

- 8.H Approve Amendment to the Agreement between the Los Angeles County Metropolitan Transportation Authority and the City of Gardena for the Transit Access Pass (TAP) Program
CONTACT: TRANSPORTATION

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

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

9. EXCLUDED CONSENT CALENDAR

- 8.F. COMMUNITY DEVELOPMENT - Annual Housing Element Progress Report 2023, of the 6th Cycle 2021-2029 – ***Item pulled by Council Member Francis***

CM Francis questioned the number of homes that received help with the Handy Worker Program; and asked if it is difficult to qualify for the program; she also asked about the Residential Rebate program; the status of homeownership opportunities, and if it had to do with downpayments (she went on to say that this was for the next item);

Community Development Manager Amanda Acuna and Director of Community Development Greg Tsujiuchi explained the program and answered all questions.

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

Ayes: Council Members Francis and Love, Mayor Pro Tem Henderson, Council Member Tanaka and Mayor Cerda

Noes: None

Absent: None

8.G. COMMUNITY DEVELOPMENT - SECOND READING AND ADOPTION OF ORDINANCE NO. 1866, Amend GMC to implement programs set forth in City's 6th Cycle 2021-2029 Housing Element – ***Item pulled by Council Member Francis***

CM Francis questioned the housing choice vouchers; she then asked how affordable housing is determined, and asked about density bonus and if we would end up with fewer low-income housing projects, and then she also asked for confirmation of use by right language.

Community Development Manager Acuna and Director of Community Development Tsujiuchi explained the ordinance and answered all questions.

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

Ayes: Council Members Love, Mayor Pro Tem Henderson, Council Members Tanaka and Francis, and Mayor Cerda

Noes: None

Absent: None

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A MARCH 19, 2024 MEETING

Environmental Impact Report (Environmental Assessment #20-21); General Plan Amendment #3 -21; Zone Change #4-21; Zone Text Amendment #6-21; Specific Plan #1-21; Site Plan Review #11-21; Vesting Tentative Map #4-21; Development Agreement #2-21, and Affordable Housing Agreement.

The Planning Commission considered the recommendation to the City Council for the request to approve a Specific Plan (SP #1-21) that provides for development of approximately 5.3-acres for up to 403 residential dwelling units. The project proposed to remove all existing onsite structures and, in their place, construct 328 apartment units in a seven-story apartment building and 75 three-story townhome units within ten buildings. The applicant's request included a General Plan Amendment, Zone Change, Zone Text Amendment, Site Plan Review, Vesting Tentative Tract Map, a Development Agreement and an Affordable Housing Agreement to guarantee the affordability of the 20 lower income units for a period of 55 years. As part of the project, the Planning Commission was asked to consider the Zoning Map and General Plan Land Use map amendments of two separate parcels, immediately adjacent to the project site, to correspond to the existing land uses within each parcel.

The Planning Commission was also asked to make a separate recommendation on certification of an Environmental Impact Report that was prepared by the City.

Project Location: 16829, 16835, 16907, and 16911 S. Normandie Avenue

(APN:6106-030-011, 015, 016, and 017) Other Project Locations: 16964 Brighton Avenue (APN: 6106-030-008) and unaddressed Union Pacific Railroad parcel (APN: 6106-030-800)

Project Applicant: Fred Shaffer and Steve Ludwig – 16911 Normandie Associates, LLC

Commission Action: The Planning Commission directed staff to bring forth a Resolution recommending the City Council certify the Final Environmental Impact Report as it complied with CEQA, a Resolution recommending the City Council approve General Plan Amendment #3-21, to redesignate the project area to Specific Plan, and the adjacent parcels to land use to designations that correspond to their existing uses and a Resolution recommending the City Council deny the requested Zone Change, Zone Text Amendment, Site Plan Review, Vesting Tentative Tract Map, a Development Agreement, and Affordable Housing Agreement. These resolutions will be brought back to the Planning Commission on April 2, 2024.

City Council Action: No action is needed. This item will be brought forth to the City Council at a future City Council meeting.

This Item Required No Action by the City Council.

11. ORAL COMMUNICATIONS

- 1) Andrea Simenthal, Community Library Manager of the Mayme Dear Library; she came to announce library events for the Gardena Mayme and Masao W. Sato Libraries.
- 2) Carlos Marquez, resident; brought forth a complaint regarding the Gardena Police Department.
- 3) Jordan Girms, came out to address the City Council regarding short term rentals.

11.A PUBLIC COMMENT

- 1) City Clerk Semenza noted for the record that two (2) emails were received. She stated that the emails were received, distributed and made part of the record.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES – No Items

13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT – No Items

14. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES – No Items

15. DEPARTMENTAL ITEMS - POLICE

- 15.A Approve Agreement Among South Bay Cities for the Joint Use of a Surveillance Sky Tower and Tow Vehicle Obtained Using 2020 State Homeland Security Grant Program Fund.

City Manager Osorio presented the Staff Report.

There was a presentation by Chief Mike Saffell.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Francis, who asked about which account this money would be coming from; Mayor Cerda, who asked if we use the tower more than any of the shared cities, would we have to pay more , Mayor Pro Tem Henderson , who asked if there was a conflict with the dates; Council Member Tanaka, who asked if it was a cost efficiency to get onboard because we are sharing with other cities and Council Member Love, who asked what are some of the events that this device will be used at; and if there is any event that is more urgent, what happens then.

Chief Saffell answered all questions.

It was moved by Council Member Love, seconded by Council Member Francis, and carried by the following roll call vote to Authorize and Execute Contract:

Ayes: Council Members Love and Francis, Mayor Pro Tem Henderson, Council Member Tanaka and Mayor Cerda

Noes: None

Absent: None

16. DEPARTMENTAL ITEMS - PUBLIC WORKS

- 16.A RESOLUTION NO. 6653, Approving the Engineer's Report for the Gardena Artesia Boulevard Landscaping Assessment District for fiscal year 2024-2025, declaring its intention to levy and collect assessments under the Gardena Artesia Boulevard Landscaping Assessment District for fiscal year 2024-2025, and setting a time and place for hearing protests in relation thereto (Public Hearing: April 23, 2024)

RESOLUTION NO 6653

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR THE GARDENA ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT FOR FISCAL YEAR 2024-2025, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS UNDER THE GARDENA ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT FOR FISCAL YEAR 2024-2025, AND SETTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO (PUBLIC HEARING: APRIL 23, 2024)

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Adopt Resolution No. 6653:

Ayes: Council Members Francis and Love, Mayor Pro Tem Henderson, Council Member Tanaka and Mayor Cerda

Noes: None

Absent: None

- 16.B RESOLUTION NO. 6654, Approving the Engineer's Report for the Gardena Consolidated Street Lighting Assessment District for fiscal year 2024-2025, declaring its intention to levy and collect assessments under the Gardena Consolidated Street Lighting District for fiscal year 2024 -2025, and setting a time and place for hearing protests in relation thereto (Public Hearing: April 23, 2024)

RESOLUTION NO. 6654

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR THE GARDENA CONSOLIDATED STREET LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2024-2025, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS UNDER THE GARDENA CONSOLIDATED STREET LIGHTING DISTRICT FOR FISCAL YEAR 2024 -2025, AND SETTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO (PUBLIC HEARING: APRIL 23, 2024)

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

It was moved by Mayor Pro Tem Henderson and seconded by Council Member Francis, and carried by the following roll call vote to Adopt Resolution No. 6654:

Ayes: Mayor Pro Tem Henderson, Council Member Francis, Tanaka and Love and Mayor Cerda

Noes: None

Absent: None

- 16.C Award Professional Engineering Design Services contract for the Local Street Improvements Fiscal Years 2023-2024 Project, JN 525, to DMS Consultants, Inc. in the amount of \$139,730

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments made by Council Member Francis, who asked if this was for citywide streets or for just a particular zone and Mayor Cerda, who asked if we were going out of the Gardena area (it showed all the way to Ainsworth) as part of the design phase.

City Manager Osorio and Principal Engineer and Assistant Public Works Director Kevin Kwak answered all questions.

It was moved by Council Member Francis, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Award Professional Engineering Design Services Contract:

Ayes: Council Members Francis and Mayor Pro Tem Henderson, Council Member Tanaka and Love and Mayor Cerda

Noes: None

Absent: None

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES

- 17.A Award Planning Services for the Vacant and Underutilized Lot Inventory in the City of Gardena to KTUA, Inc. in the amount of \$165,425

City Manager Osorio presented the Staff Report.

There was a Presentation made by Joe Punsalan of KTUA.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments made by Mayor Cerda, who asked if we are looking more at parkettes; and if you find a lot, will you reach out to the owner; in the past have you ever taken property over by domain; what other cities are you working with; and do you look at existing property to consider first. Council Member Francis, who asked about the Park's Master Plan and how it will be incorporated into this plan; and how do you define under-utilized lots; she then asked for confirmation that you are looking at three possible parks. Council Member Love, who asked if this is for a new property; if you identify the three locations then the City would have to purchase them; she then asked about the properties that we already own that we already have plans for them; Director Stephany Santin said these parks or green space would be in addition to what we already have planned.

Mr Punsalan and Director Santin answered all of Council's questions

It was moved by Council Member Tanaka, seconded by Mayor Cerda, and carried by the following roll call vote to Award Contract to KTUA, Inc.:

Ayes: Council Member Tanaka and Mayor Cerda, Mayor Pro Tem Henderson, Council Members Francis and Love

Noes: None

Absent: None

18. **DEPARTMENTAL ITEMS – TRANSPORTATION** – *No Items*

19. **COUNCIL ITEMS** – *No Items*

20. **COUNCIL DIRECTIVES**

Mayor Pro Tem Henderson

- 1) Status Report on our Digital Equity Initiative and reminder of completed projects (WiFi)
– ***Council Member Francis seconded it.***

Purpose – To continue to address our digital divide concerns.

Reason – To update the community.

Benefit – To continue our efforts to becoming a smart city and tech infrastructure upgrade.

Council Member Francis

- 1) To draft and adopt a Resolution in support of Enduring Ceasefire in Gaza – ***Mayor Pro Tem Henderson seconded it.***

Purpose – To support the position of a Ceasefire between Israel and Hamas should occur.

Reason – We are global citizens and it's important that we should be concerned about what goes on globally that could impact us.

Benefit – It would raise the quality of life, not only on a local level, but standing for peace globally.

Council Member Love

- 1) To consider showing the Planning Commission meetings live on YouTube and/or Spectrum - ***Council Member Francis seconded it.***

Purpose – To give our residents the ability to stay informed.

Reason – Transparency.

Benefit – Have a recorded record of previous meetings for review at a later date.

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

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

- 1) At our March 12, 2024, Council Meeting, Mayor Pro Tem Henderson made a directive regarding financial impact analysis in providing crossing guard support to all Gardena schools; the analysis is complete, and the report has been distributed to the City Council.

22. COUNCIL REMARKS

- 1) COUNCIL MEMBER FRANCIS – Since our last Council meeting, she attended the Beautification Commission meeting, of which she's the chairperson, one of the things that came out of that meeting was Officer Marisol Bazan reported that for the month of February, through Gardena Direct, there were submissions for 143 graffiti removals and 143 graffiti was removed, for illegal dumping there were 119 submissions and 119 were completed. She wanted to thank Officer Bazan for attending their meetings and also Public Works for the outstanding job they're doing to keep Gardena beautiful and also everyone for the submissions being made through Gardena Direct. She advised everyone on how you can download the Gardena Direct App on your phone and use it to report illegal dumping and graffiti. She further remarked that it takes all of us working together to keep our city clean and beautiful. She attended and is the trustee for the Los Angeles County Vector Control District meeting and they discussed various methods that they're going to be utilizing to keep the mosquito population down with all the rain we've had. She also attended the State of the City for Gardena and remarked that our city is doing quite well, as well as the Inglewood Town Hall hosted by Gloria Gray, Councilwoman for the City of Inglewood, and also the Gardena Valley Democratic Club general meeting. She said we hear her say over and over that there's a lot of crazy things going on in our world, but keep the faith and just know that better days are coming.
- 2) COUNCIL MEMBER TANAKA – Since the last Council meeting he met with Andrea Rojas of the Youth Institute regarding the group's tobacco concerns related to youth and they are going to continue meeting regarding that issue. He attended the RCC board meeting, of which he is the chair of the board, and they discussed their upcoming budget. He attended Coffee with a Cop at Ladybug Restaurant, said it was a good turnout and gave a thank you to Pablo who sponsored and supported that one. He attended the State of the City event presented by our Mayor and commented that our mayor's great display of what her leadership for this team has done to continue our city moving forward and making sure that we're always looking out for our community and our citizens and he particularly liked how she named us the Emerald City. He attended the Senior Citizen Bureau charity casino night. He thanked Director Stephany Santin and her staff for putting that on and said he thought it was one of the better casino nights they've had. It was well attended and they raised a lot of money for our seniors. Speaking of our seniors, Director Stephany Santin and her staff represented the city at the COG's Senior Services meeting, where they showcased the programs that we put on for our seniors and he believes they were totally impressed with what we do and how we do. He said this is Holy Week and however you celebrate this event, he just wishes you all to have a blessed week Monday through Good Friday and Easter and blessings to all.
- 3) COUNCIL MEMBER LOVE – Since our last Council meeting she attended the amazing Koi Show where she saw all of the gorgeous, bright, vibrant fish that were out there for sale and for show. She commented that it's always interested to learn about them and all their different names and how they identify them. She also attended Coffee with a Cop that did have an amazing turnout. She met some great people and had some great conversations. She attended the State of the City address and also, with Councilwoman Francis, the Inglewood Town Hall put on by Councilwoman Gloria Gray and Congresswoman Maxine Waters and also the LA County Bizfed Bizzi Awards which she said is a pretty amazing organization to be a part of and is a serious powerhouse that does a lot of advocacy in Sacramento, even with the Governor, to make sure that good policy is pushed and put forward and they try to shut down the bad policies. On that note,

like her colleague said, this is Holy Week and regardless of how you celebrate it she just wishes everybody a Happy Resurrection Sunday.

- 4) MAYOR CERDA – Since the last Council meeting she attended the 40th Annual Koi Show. It's an annual thing that she's been doing for many, many years now, not only their Koi Show but also their banquet that they have, in which they had a lot of great prizes. One of the things most people may not know is that they actually have judges that come all the way from Japan and this is one of the largest shows that is held internationally. People were really enthused about it and it's great to be able to give these awards out to them for having some really amazing koi fish. On that same day, she got a chance to see one of her commissioners LaWanda Staten's book signing that she had. She said a lot of people in our city are doing some really great, amazing things and she's just really proud of our residents and our community people just for all the great things they do. She was happy as her appointee to be able to support her commissioner on her book signing. She also attended a community meeting that was led by Dave Matthews, a community organizer that works east of Vermont, an amazing person who is able to get a lot of different organizations together and is very instrumental in helping us keep criminal incidents from happening in our city working with our Police Department and now Gtrans by just helping out our drivers in regards to homeless people trying to get on our buses and things of that sort. The entire Nakaoka room was packed in there with residents from the east of Vermont that came out to Gardena, and she was happy we were able to host and help out a lot of different agencies that were out there within LA County. They were very impressed with Gardena, they loved the way we police our city and all that we had to share with them as far as things they can do to better the situations that are going on in the unincorporated side. She's proud of our city and some of the things that we've put in place and it's unfortunate that they're going through some of the situations they're going through with all of the RVs, the homelessness and how a lot of that is being neglected. Sharing what they can do as an organized group and some of our experiences here and how we've tried to keep from having some of those same issues. Also, she attended her monthly CCGA meeting, her sanitation meeting and State of the City and she wanted to thank everyone for coming out. It was really great to be able to report on all the amazing things everybody does in this community here, it's one thing as a Council that they make all the decisions, the ordinances and so on, but she always says they can't do it alone, it's all of our different departments, employees, service clubs, and our community for participating so this here is the culmination of a group effort. So it was great to just showcase what we as an entire community do as a whole here so she just wanted to say thank you to everybody for letting them have a lot of good information to share with our community. Last thing she got a chance to attend was the Baker to Vegas run that our Gardena police officers participated in and she just wanted to thank the officers that invited her to attend, it was her first time. It was a great team building and she hopes they continue to participate in the years to come.
- 5) MAYOR PRO TEM HENDERSON – Since their last time together he attended our State of the City and said it was very refreshing to see the work we've done and what we've been able to share with our community and our surrounding communities and those that are interested in our success. He gave kudos to the City Manager and the staff because it's important to develop these plans as you look at what makes a city successful and that's the best practice because as you have plans for various departments and functions and you're looking for funding, especially if you're a city that's kind of land locked and you don't have a lot of retractions and different things, but some of the funding entities because we plan so thoroughly and so carefully and the plan is tied to our vision and our mission and our values, the funding opportunities start to present themselves so he

definitely wanted to share that with staff because he's noticing when he's in his SCAG meetings or ICA meetings they talk about these things. He was at his ICA planning meeting where they have two seminars a year, a winter and summer seminar, and he's going to be assisting in the planning of the summer seminar which will be in Coronado Island in the San Diego area and all colleagues are welcome. The summer seminars differ from the winter seminars in that they talk about a plethora of topics, but they really try to center around best practices and he tried to create an opportunity along with the leadership group to give cities an opportunity to share the great things that they're doing related to their city and for us to kind of share and get tidbits to do different things to make our city successful. He attended the Koi Show and remarked that it was really outstanding, and he learned quite a bit and called the fish impressive. He participated in the toxic drop off event and he thanked staff for a great event. He attended Casino Night and had a rip roaring time and said it's fun to play and gamble when it's going to a good cause. He also interviewed with Andrea Rojas and they talked about smoking in youth and what's Gardena's intent as far as becoming a tobacco free community. He shared that they haven't had that discussion yet, but it could be an aspirational goal, but he thinks they're all in agreement in regards to the access of tobacco and youth and they are definitely not in favor of that. On March 28th he'll be facilitating the general assembly that's being held by the South Bay Cities Council of Governments at the Carson Community Center, Councilmember Cedric Hicks is the president of the COG, our Councilmember Tanaka is the vice president. He continued to say it was going to be a wonderful General Assembly because they're going to talk about artificial intelligence and the equity of it, what it does to communities that could be underserved or unutilized, what it can do to process ease and procedures in government to make sure that there's greater transparency, but all in all to provide greater services to your community so he's looking forward to facilitating that. There are going to be a lot of presenters, Ted Lou is going to be one of their presenters at the federal level, Dr. Pete who is the City Manager of Los Altos is going to do a presentation on what some of the other cities are doing for artificial intelligence and how it's really enhancing staff. Competitive cities moving forward will definitely be taking advantage of artificial intelligence, so you just have to figure out how it works best. He also did some community and business visits.

23. **ANNOUNCEMENT(S)**

Mayor Cerda announced:

- 1) Semi-Annual Clean Up Event – One Day Only! Leave items out by 6:00 am (adjacent to street curb). Free for all Gardena residential customers. Accepted: Single item that can be safely handled by two people; furniture; appliances; yard waste (bagged) and wood waste; electronic waste; televisions, and computers. For more information, call WR at (888)467-7600.

If your normal trash day is...	Monday	Tuesday	Wednesday	Thursday	Friday
Then your cleanup day is...	Mar. 16	Mar. 23	Mar. 30	Apr. 6	Apr. 13

- 2) Senior Candlelight Dinner – Thursday, March 28, 2024 from 5:00-7:00p.m.at the Nakaoka Community Center.
- 3) Youth Chess Tournament – Saturday, April 13, 2024 from 9:00a.m. to 3:00p.m. at the Nakaoka Community Center.
- 4) Gardena Police Department “Battle of the Badges” Blood Drive – Saturday, March 30, 2024 from 8:00a.m. to 2:00p.m. at Rush Gym in Gardena.
- 5) Easter Breakfast & Egg Hunt – Saturday, March 30, 2024 from 9:00-11:00a.m.at the Nakaoka Community Center.

- 6) Easter at Rowley Park – Saturday, March 30, 2024 from 10:00a.m. to 12:00p.m.
- 7) Volunteers needed for The Wall that Heals on Thursday, April 4, 2024 through Sunday, April 7, 2024 at Johnson Park in Gardena.
- 8) Community Yark Sale – Saturday, April 13, 2024 from 7:30a.m. to 12:30p.m. at Mas Fukai Park in Gardena.

24. REMEMBRANCES - *None*

25. ADJOURNMENT

At 10:09 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, April 9, 2024.

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

APPROVED:

Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

MEMORANDUM

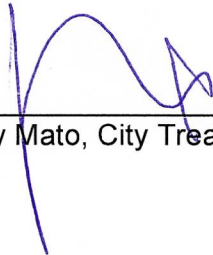
TO: Honorable Mayor and City Council
FROM: City Treasurer's Office
DATE: April 4, 2024
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

April 9, 2024 TOTAL WARRANTS ISSUED: \$7,757,180.09

Wire Transfer: 12673-12685
Prepay: 175585
Check Numbers: 175586-175762
Checks Voided:

Total Pages of Register: 24

April 5, 2024 TOTAL PAYROLL ISSUED: \$1,784,074.98

for 

Guy Mato, City Treasurer

vchlist
04/04/2024 5:19:02PM

Voucher List
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12673	3/15/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091013-1123	032-00142	DEVELOPMENT SERVICES - 1610 ARTE	20,240.10
Total :						20,240.10
12674	3/21/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365998662710		HEALTH INSURANCE CLAIMS	22,604.36
Total :						22,604.36
12675	3/20/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	032024		HEALTH INSURANCE CLAIMS	18,581.99
Total :						18,581.99
12676	3/18/2024	111374 LINCOLN NATIONAL LIFE, INSURANCE COMP/	4670827199	023-01489	LIFE INSURANCE GRP PLANS	3,401.57
Total :						3,401.57
12677	3/6/2024	112326 LWP CLAIMS SOLUTIONS INC.	030624		WORKERS' COMP CLAIMS	100,000.00
Total :						100,000.00
12678	3/28/2024	112326 LWP CLAIMS SOLUTIONS INC.	032824		WORKERS' COMP CLAIMS	46,899.72
Total :						46,899.72
12679	3/28/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	032824		WORKERS' COMP CLAIMS	2,910.00
Total :						2,910.00
12680	3/28/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365993482404		WORKERS' COMP CLAIMS	69,088.29
Total :						69,088.29
12681	4/1/2024	111016 KAISER FOUNDATION HEALTH PLAN	APRIL 2024		HEALTH INSURANCE	353,281.34
Total :						353,281.34
12682	4/1/2024	419630 U.S. BANK	2527268		LEASE REVENUE BONDS, SERIES 202	703,000.00
Total :						703,000.00
12683	4/1/2024	419630 U.S. BANK	2533266		2014 LEASE REVENUE REFUNDING BC	287,899.33
Total :						287,899.33
12684	3/15/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091013-1223	032-00142	DEVELOPMENT SERVICES - 1610 ARTE	51,165.09
Total :						51,165.09
12685	3/15/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091013-0124	032-00142	DEVELOPMENT SERVICES - 1610 ARTE	23,956.02

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12685	3/15/2024	110385 110385 KIMLEY-HORN AND ASSOCIATES, INC	(Continued)			
					Total :	23,956.02
175585	3/25/2024	112791 MERRITTHILL, MICHELLE	23-19PD		FINAL SETTLEMENT	640.00
					Total :	640.00
175586	4/9/2024	111963 A-BEST INDUSTRIAL, INC.	IN17154		GTRANS MAINT SUPPLIES	557.75
					Total :	557.75
175587	4/9/2024	111853 ACCESS	10788686		PD SHREDDING SERVICES - 02/29/24 8	100.00
					Total :	100.00
175588	4/9/2024	101748 AFTERMARKET PARTS COMPANY LLC, THE	83270994	037-10275	GTRANS AUTO PARTS	428.75
			83314236	037-10275	GTRANS AUTO PARTS	510.90
			83319024	037-10275	GTRANS AUTO PARTS	581.97
			83319029	037-10275	GTRANS AUTO PARTS	3,427.69
			83322147	037-10275	GTRANS AUTO PARTS	259.13
			83322148	037-10275	GTRANS AUTO PARTS	581.97
			83326225	037-10275	GTRANS AUTO PARTS	428.75
			83327886	037-10275	GTRANS AUTO PARTS	5.95
			83327935	037-10275	GTRANS AUTO PARTS	277.79
					Total :	6,502.90
175589	4/9/2024	112192 AJ KIRKWOOD & ASSOCIATES	12463838	037-10199	DISPATCH INTERCOM RELOCATION AM	1,203.42
					Total :	1,203.42
175590	4/9/2024	108646 ALAN'S LAWN & GARDEN CENTER, INC.	818933		PARK MAINT SUPPLIES	355.23
					Total :	355.23
175591	4/9/2024	101338 ALCO TARGET COMPANY	72214		PD TRAINING SUPPLIES	318.22
					Total :	318.22
175592	4/9/2024	102730 ALL PRO SIGNS, INC.	13222		PD BUILDING SIGN	464.25
					Total :	464.25
175593	4/9/2024	110183 ALLIANT INSURANCE SERVICES, INC.	2555178		OPEN ENROLLMENT SUPPLIES	1,060.85
					Total :	1,060.85
175594	4/9/2024	112793 ALPHA STRUCTURAL, INC.	PERMIT #17844		PERMIT DEPOSIT REFUND-1023 W 162	2,000.00

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175594	4/9/2024	112793 112793 ALPHA STRUCTURAL, INC.	(Continued)		Total :	2,000.00
175595	4/9/2024	100925 AMERICAN MOVING PARTS	01A152328		GTRANS AUTO PARTS	700.00
			01A152358		GTRANS AUTO PARTS	1,507.73
			01A154799		GTRANS AUTO PARTS	819.10
					Total :	3,026.83
175596	4/9/2024	101628 AQUA-FLO SUPPLY	S12277198		BLDG MAINT SUPPLIES	37.47
					Total :	37.47
175597	4/9/2024	108625 ARAD OIL INC.	FEBRUARY 2024		CAR WASH	192.00
					Total :	192.00
175598	4/9/2024	112640 ARELLANO ASSOCIATES, LLC	20824	037-10284	MICROTRANSIT SERVICE COMMUNITY	7,632.59
			20931	037-10284	MICROTRANSIT SERVICE COMMUNITY	8,439.37
					Total :	16,071.96
175599	4/9/2024	104687 AT&T	21262780		TELEPHONE	24,180.31
			21412913		TELEPHONE	212.70
			21462893		TELEPHONE	371.15
					Total :	24,764.16
175600	4/9/2024	111170 AT&T FIRSTNET	287293416290X3102024	023-01492	PD CELL PHONE ACCT #287293416290	1,996.85
					Total :	1,996.85
175601	4/9/2024	100474 AT&T LONG DISTANCE	031224		TELEPHONE	145.63
					Total :	145.63
175602	4/9/2024	100964 AT&T MOBILITY	287275680401X4012024		PD CELL PHONE ACCT #287275680401	147.91
			828667974X03162024		CM CELL PHONE ACCT #828667974	86.46
			835577878X04012024		PD CELL PHONE ACCT #835577878	640.06
					Total :	874.43
175603	4/9/2024	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC 706339			PROFESSIONAL SERVICES	331.80
					Total :	331.80
175604	4/9/2024	102880 AUTOPLEX, INC.	15676		2005 CHEVY TAHOE #1096948 SERVICE	394.69

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175604	4/9/2024	102880 102880 AUTOPLEX, INC.	(Continued)		Total :	394.69
175605	4/9/2024	110686 AZTECH ELEVATOR COMPANY	AZ18461		ELEVATOR MAINTENANCE	-285.00
			AZ18494	024-00958	ELEVATOR MAINTENANCE - CH	100.00
			AZ18495	024-00958	ELEVATOR MAINTENANCE - NCC	100.00
			AZ18496	024-00958	ELEVATOR MAINTENANCE - NCC	285.00
			AZ18498	024-00958	ELEVATOR MAINTENANCE - PW	285.00
					Total :	485.00
175606	4/9/2024	102400 BAYSIDE MEDICAL CENTER	001667778		BLOOD DRAW	1,178.80
					Total :	1,178.80
175607	4/9/2024	102035 BD WHITE TOP SOIL CO., INC.	90122		PARK MAINT SUPPLIES	66.15
					Total :	66.15
175608	4/9/2024	103641 BECNEL UNIFORMS	66153		BUS UNIFORM SUPPLIES	240.90
			66154		BUS UNIFORM SUPPLIES	774.12
			66992		BUS UNIFORM SUPPLIES	145.64
			67132		BUS UNIFORM SUPPLIES	109.45
			67133		BUS UNIFORM SUPPLIES	109.45
			67188		BUS UNIFORM SUPPLIES	224.48
			67363		BUS UNIFORM SUPPLIES	131.35
					Total :	1,735.39
175609	4/9/2024	108742 BIG O'S SILKSCREEN	3120		FIVE STAR ROADEO EVENT SUPPLIES	248.06
					Total :	248.06
175610	4/9/2024	102243 BISHOP COMPANY	952645	024-01045	PARK MAINT SUPPLIES	2,066.99
					Total :	2,066.99
175611	4/9/2024	102331 BLUE DIAMOND MATERIALS	3521264		STREET MAINT SUPPLIES	1,304.97
			3531239		STREET MAINT SUPPLIES	602.82
					Total :	1,907.79
175612	4/9/2024	111875 BOA ARCHITECTURE	DEMOSERV-3	024-00892	ROSECRANS COMMUNITY CENTER PF	930.00
					Total :	930.00
175613	4/9/2024	109377 BOB BARKER COMPANY, INC.	INV1999795		JAIL PROGRAM SUPPLIES	466.39

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175613	4/9/2024	109377 BOB BARKER COMPANY, INC.	(Continued) INV2000014 INV2000052		JAIL PROGRAM SUPPLIES JAIL PROGRAM SUPPLIES	881.58 183.66
					Total :	1,531.63
175614	4/9/2024	112722 BP FORD OF LONG BEACH	FOCS713773		2020 FORD INTRCPTR #1591903 SERVI	210.00
					Total :	210.00
175615	4/9/2024	107369 CALIFORNIA PALMS	21515		JAZZ FESTIVAL & EVENT TENTS	1,986.79
					Total :	1,986.79
175616	4/9/2024	110538 CANNON COMPANY	87660	024-00788	STORM DRAIN CATCH BASIN SCREEN	707.00
					Total :	707.00
175617	4/9/2024	103489 CF UNITED LLC	020124-022924		CAR WASH-FEBRUARY 2024	11.00
					Total :	11.00
175618	4/9/2024	112766 CINDYS JUMPERS LLC	75463	034-00641	SPECIAL EVENTS JUMPER FOR 2024	248.60
					Total :	248.60
175619	4/9/2024	112352 CIRCLE, THE	183157	023-01519	TOSHIBA 3525AC COPIER USAGE - CLF	219.24
			183158	023-01519	TOSHIBA 3525AC COPIER USAGE - CM	171.93
			183159	023-01519	TOSHIBA 3525AC COPIER USAGE - HR	282.51
			183160	023-01519	TOSHIBA 3525AC COPIER USAGE - ADI	131.29
			183161	023-01519	TOSHIBA 3525AC COPIER USAGE - CDI	201.50
			183162	023-01519	TOSHIBA 3525AC COPIER USAGE - CDI	309.95
			183163	023-01519	TOSHIBA 5525AC COPIER USAGE - DB	797.31
			183164	023-01519	TOSHIBA 908 COPIER USAGE - PRINT S	63.48
			183165	023-01519	TOSHIBA 6527AC COPIER USAGE - PRI	88.74
			183166	023-01519	TOSHIBA 3525AC COPIER USAGE - PW	49.59
			183167	023-01519	TOSHIBA 3525AC COPIER USAGE - PW	120.75
			183170	023-01519	TOSHIBA 3525AC COPIER USAGE - NC	256.54
			183172	023-01519	TOSHIBA 3525AC COPIER USAGE - HS	170.93
			183174	023-01519	TOSHIBA 3525AC COPIER USAGE - CHI	78.24
			183175	023-01519	TOSHIBA 3525AC COPIER USAGE - PD	240.27
			183176	023-01519	TOSHIBA 3525AC COPIER USAGE - WA	280.50
			183177	023-01519	TOSHIBA 3525AC COPIER USAGE - SR	255.26

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175619	4/9/2024	112352 CIRCLE, THE	(Continued)			
			183178	023-01519	TOSHIBA 6525A COPIER USAGE - REC	138.66
			183180	023-01519	TOSHIBA 3525AC COPIER - GTRANS M	1.92
			183181	023-01519	TOSHIBA 3525 AC COPIER USAGE - CL	160.57
			183182	023-01519	TOSHIBA 3525AC COPIER USAGE - CM	85.05
			183183	023-01519	TOSHIBA 3525AC COPIER USAGE - HR	431.22
			183184	023-01519	TOSHIBA 3525AC COPIER USAGE - ADI	38.22
			183185	023-01519	TOSHIBA 3525AC COPIER USAGE - CDI	131.34
			183186	023-01519	TOSHIBA 3525AC COPIER USAGE - CDI	180.82
			183187	023-01519	TOSHIBA 5525AC COPIER USAGE - DB	441.03
			183188	023-01519	TOSHIBA 908 COPIER USAGE - PRINT S	77.71
			183189	023-01519	TOSHIBA 6527AC COPIER USAGE - PRI	8.08
			183190	023-01519	TOSHIBA 3525 AC COPIER USAGE - PV	32.05
			183191	023-01519	TOSHIBA 3525 AC COPIER USAGE - PV	55.62
			183194	023-01519	TOSHIBA 3525AC COPIER USAGE - NC	230.43
			183196	023-01519	TOSHIBA 3525AC COPIER USAGE - HS	109.29
			183198	023-01519	TOSHIBA 3525AC COPIER USAGE - CH	35.69
			183199	023-01519	TOSHIBA 3525AC COPIER USAGE - PD	177.82
			183200	023-01519	TOSHIBA 3525AC COPIER USAGE - WA	116.42
					Total :	6,169.97
175620	4/9/2024	110985 CIVICPLUS, LLC	287765	034-00643	RECREATION MGMT SOFTWARE LICEN	15,196.13
					Total :	15,196.13
175621	4/9/2024	110215 CLEVER DEVICES LTD	PI00019282	037-09906	PURCHASE AND INSTALLATION OF GR	809.00
					Total :	809.00
175622	4/9/2024	103125 COMPLETE COACH WORKS	82372		GTRANS AUTO PARTS	968.08
					Total :	968.08
175623	4/9/2024	112749 CONVERSE CONSULTANTS	23-42141-02-01	032-00156	PROFESSIONAL SERVICES - ENVIRON	7,278.90
					Total :	7,278.90
175624	4/9/2024	103461 CPS HR CONSULTING	INV003922		TESTING MATERIALS - GTRANS	490.00
					Total :	490.00
175625	4/9/2024	105935 CRAFTCO, INC.	9403135747		STREET MAINT SUPPLIES	881.74

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175625	4/9/2024	105935 105935 CRAFCO, INC.	(Continued)		Total :	881.74
175626	4/9/2024	103353 CRM COMPANY, LLC.	LA24202		SCRAP TIRE DISPOSAL FEE	69.50
			LA24382		SCRAP TIRE DISPOSAL FEE	69.50
			LA24395		SCRAP TIRE DISPOSAL FEE	69.50
			LA24422		SCRAP TIRE DISPOSAL FEE	69.50
			LA24463		SCRAP TIRE DISPOSAL FEE	69.50
			LA24464		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	417.00
175627	4/9/2024	107905 CROWN CASTLE	PERMIT #17053		PERMIT DEPOSIT REFUND - MARINE A'	1,000.00
					Total :	1,000.00
175628	4/9/2024	106193 CUMMINS SALES AND SERVICE	X4-43197 FRT		BUS SHOP SUPPLIES	138.40
			X4-45979		GTRANS BUS #2004 REPAIRS	1,580.80
					Total :	1,719.20
175629	4/9/2024	110319 CWE DIRECTOR	F24126	024-00846 024-00766	MS4 & NPDES MONITORING & COMPLI	32,078.03
					Total :	32,078.03
175630	4/9/2024	120219 CYBER SECURITY SOURCE	12052		REC MAINT SUPPLIES	953.80
					Total :	953.80
175631	4/9/2024	104736 D&R OFFICE WORKS, INC.	0131392		FURNITURE STORAGE WAREHOUSE F	350.00
					Total :	350.00
175632	4/9/2024	111377 DE NOVO PLANNING GROUP	4042	032-00088	PROFESSIONAL SERVICES - GARDEN/	40,616.35
			4177	032-00158	ROSECRANS COMMUNITY PROJECT	4,050.00
			4178	032-00088	PROFESSIONAL SERVICES - GARDEN/	8,477.00
					Total :	53,143.35
175633	4/9/2024	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	FEBRUARY 2024	032-00157	MONTHLY ANIMAL SERVICES - FEBRU/	2,399.62
					Total :	2,399.62
175634	4/9/2024	303459 DEPARTMENT OF JUSTICE	717952	035-01279	FINGERPRINT APPS - FEBRUARY 2024	3,816.00
					Total :	3,816.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175635	4/9/2024	312117 DEPARTMENT OF WATER & POWER	032524		LIGHT & POWER	102.74
Total :						102.74
175636	4/9/2024	109269 DETROIT SPONGE & CHAMOIS CO., INC	206260		BUS WASH SUPPLIES	885.32
Total :						885.32
175637	4/9/2024	105182 DIRECTV	017280777X240315		DIRECTV SERVICE BUSINESS EXTRA -	2,077.77
Total :						2,077.77
175638	4/9/2024	110849 DMS CONSULTANTS CIVIL, ENGINEERS, INC	GA-005-6	024-00822	VAN NESS AVE STREET IMPR JN992	7,290.00
Total :						7,290.00
175639	4/9/2024	111452 DRAW TAP GIS, LLC	2024GAR-0021	032-00145	CONSULTANT SERVICES - PARCEL UPI	67.50
Total :						67.50
175640	4/9/2024	111973 DUDEK	202311844	032-00101	PROFESSIONAL SERVICES - INSITE - 1	4,965.00
Total :						4,965.00
175641	4/9/2024	110534 EL DORADO NATIONAL	90843648		GTRANS BUS VEHICLE SUPPLIES	216.19
			90843650		GTRANS BUS VEHICLE SUPPLIES	176.86
			90844472		GTRANS BUS VEHICLE SUPPLIES	237.18
			90845331		GTRANS BUS VEHICLE SUPPLIES	32.00
			90845332		GTRANS BUS VEHICLE SUPPLIES	194.14
			90846090		GTRANS BUS VEHICLE SUPPLIES	339.27
			90846093		GTRANS BUS VEHICLE SUPPLIES	198.81
			U003616	037-10171	CNG BUS, VIN #1N9APA9N5PC084118	844,471.27
			U003618	037-10171	CNG BUS, VIN #1N9APA9N1PC084116	844,471.27
			U003619	037-10171	CNG BUS, VIN #1N9APA9N3PC084117	844,471.27
			U003620	037-10171	CNG BUS, VIN #1N9APA9N7PC084119	844,471.27
Total :						3,379,279.53
175642	4/9/2024	105418 EMPIRE CLEANING SUPPLY	S6351643.001		CUSTODIAL SUPPLIES	102.44
			S6351643.002		CUSTODIAL SUPPLIES	1,072.98
Total :						1,175.42
175643	4/9/2024	110930 ENGINEERING ASSOCIATES LLC	PERMIT #16141		PERMIT DEPOSIT REFUND - S. NORMA	8,000.00
Total :						8,000.00

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175644	4/9/2024	105650 EWING IRRIGATION PRODUCTS	21577366		PARK MAINT SUPPLIES	258.39
Total :						258.39
175645	4/9/2024	106129 FEDEX	3270668251		SHIPPING SERVICES	610.78
			8-446-72485		SHIPPING SERVICES	18.81
			8-453-85789		SHIPPING SERVICES	40.35
Total :						669.94
175646	4/9/2024	111415 FILTERBUY, INC	BAFEC8C7-0020		GTRANS AUTO PARTS	1,305.91
Total :						1,305.91
175647	4/9/2024	100447 FIVE-STAR UPHOLSTERY & AUTO, GLASS	20240315		REUPHOLSER BAR COVER	1,050.00
Total :						1,050.00
175648	4/9/2024	109315 FLEETCREW, INC.	53259		UNIT #44 DURATHON SERVICE	275.00
Total :						275.00
175649	4/9/2024	112794 FORNIA APPAREL INC.	B/L # 41477		BUSINESS LICENSE TAX REFUND	5,343.00
Total :						5,343.00
175650	4/9/2024	106465 FOX FIRST AID & SAFETY INC	72188		STREET MAINT SUPPLIES	11.58
			72191		STREET MAINT SUPPLIES	44.10
			72200		PARK MAINT SUPPLIES	118.41
			72202		PW SHOP SUPPLIES	110.25
Total :						284.34
175651	4/9/2024	112566 GALLS, LLC	027347084		PD UNIFORM SUPPLIES	980.88
Total :						980.88
175652	4/9/2024	107030 GARDENA AUTO PARTS	178019		PD AUTO PARTS	23.92
Total :						23.92
175653	4/9/2024	107080 GARDENA BEAR WHEEL	58266		1999 CHEVY 2500 #1035320, WHEEL AL	120.00
Total :						120.00
175654	4/9/2024	107011 GARDENA VALLEY NEWS, INC.	00140474		NOTICE OF PUBLIC HEARING-	458.50
			00140493		NOTICE OF PUBLIC HEARING-	161.00
			00140629		NOTICE OF PUBLIC HEARING-	213.50

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175654	4/9/2024	107011 107011 GARDENA VALLEY NEWS, INC.	(Continued)			Total : 833.00
175655	4/9/2024	107034 GARDENA WELDING SUPPLY CO INC.	95 128449		BLDG MAINT SUPPLIES	140.76
					Total :	140.76
175656	4/9/2024	619005 GAS COMPANY, THE	040124		GAS	9,868.84
					Total :	9,868.84
175657	4/9/2024	111964 GCAP SERVICES, INC.	24-06655	037-10116	CNG LABOR COMPLIANCE & DBE MON	387.50
					Total :	387.50
175658	4/9/2024	107056 GENFARE	90196652 90197055		GTRANS AUTO PARTS GTRANS AUTO PARTS	212.10 100.00
					Total :	312.10
175659	4/9/2024	106470 GILLIG LLC	41153344 41155477 41156026	037-10270 037-10120 037-10270	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	2,193.91 299,880.00 1,991.45
					Total :	304,065.36
175660	4/9/2024	110257 GLEOW LLC	INV-500	037-09997	EXECUTIVE COACHING - GTRANS	3,950.00
					Total :	3,950.00
175661	4/9/2024	112692 GOCANVAS	INV00161050		MONTHLY SUBSCRIPTION - APRIL 2024	1,500.00
					Total :	1,500.00
175662	4/9/2024	619004 GOLDEN STATE WATER CO.	032724 032924		WATER WATER	11,275.52 82.32
					Total :	11,357.84
175663	4/9/2024	107513 GRAINGER	9041635674 9043971705 9053841152 9056649487		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES STREET SWEEPER SUPPLIES BUS FACILITY SUPPLIES	688.32 234.17 140.38 343.95
					Total :	1,406.82
175664	4/9/2024	112413 GRBICON, INC	24SW05-01 24SW05-02	024-01049 024-01048	EMERGENCY SEWER REPAIRS EMERGENCY SEWER REPAIRS	16,393.98 9,327.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175664	4/9/2024	112413 112413 GRBCON, INC	(Continued)		Total :	25,721.34
175665	4/9/2024	112789 GUILLORY, BRIDGET R.	PERMIT #50018-0478		PERMIT DEPOSIT REFUND- 13401	5,000.00
					Total :	5,000.00
175666	4/9/2024	112076 HERNANDEZ, ROSA	006 03/27/24		INTERN SERVICES - 03/14-03/27/24	1,428.00
					Total :	1,428.00
175667	4/9/2024	111549 HF & H CONSULTANTS, LLC	9721010	024-00970	CONSULTING SERVICES - SOLID WAS1	9,218.00
					Total :	9,218.00
175668	4/9/2024	108434 HOME DEPOT CREDIT SERVICES	1143723		REC PROGRAM SUPPLIES	899.64
			2514588		REC PROGRAM SUPPLIES	16.40
			3352035		BLDG MAINT SUPPLIES	228.98
			3590032		PD PROGRAM SUPPLIES	96.91
			3825746		REC PROGRAM SUPPLIES	167.33
			3901300		REC PROGRAM SUPPLIES	68.65
			3953862		REC PROGRAM SUPPLIES	43.97
			4332347		PARK MAINT SUPPLIES	78.76
			4363221		PARK MAINT SUPPLIES	178.44
			5901097		PD PROGRAM SUPPLIES	65.61
			6052116		STREET MAINT SUPPLIES	7.35
			6363413		PARK MAINT SUPPLIES	40.19
			811571		REC PROGRAM SUPPLIES	14.31
					Total :	1,906.54
175669	4/9/2024	112777 HUNTRESS LABS, INC.	1B4BB79A-0015	023-01516	HUNTRESS NETWORK MONITORING	21,000.00
					Total :	21,000.00
175670	4/9/2024	110222 INTERAMERICAN MOTOR, LLC	065-564840		GTRANS AUTO PARTS	411.28
			065-664310		GTRANS AUTO PARTS	74.97
			065-677201		GTRANS AUTO PARTS	252.54
			101-357009		GTRANS AUTO PARTS	54.33
			102-001689		GTRANS AUTO PARTS	36.70
			102-002495		GTRANS AUTO PARTS	26.28
			110-696615		GTRANS AUTO PARTS	542.33
			110-710524		GTRANS AUTO PARTS	65.98
			110-710673		GTRANS AUTO PARTS	295.54

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175670	4/9/2024	110222 INTERAMERICAN MOTOR, LLC	(Continued)			
			110-712242		GTRANS AUTO PARTS	81.00
			116-538119		GTRANS AUTO PARTS	434.24
			116-550113		GTRANS AUTO PARTS	659.71
			44857974		GTRANS AUTO PARTS	81.57
			64566118		GTRANS AUTO PARTS	91.13
			64581636		GTRANS AUTO PARTS	91.63
					Total :	3,199.23
175671	4/9/2024	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	140078482		GTRANS AUTO PARTS	1,397.10
					Total :	1,397.10
175672	4/9/2024	100436 J.J. KELLER & ASSOCIATES, INC	9108622433	037-10285	FLEET MANAGEMENT AND COMPLIANC	545.16
			9108789225	037-10285	FLEET MANAGEMENT AND COMPLIANC	551.65
			9108878724	037-10285	FLEET MANAGEMENT AND COMPLIANC	545.16
					Total :	1,641.97
175673	4/9/2024	110853 JONES MAYER	121180	020-00048	ATTORNEY SERVICES	10,928.35
			121181		ATTORNEY SERVICES	5,410.84
			121182		ATTORNEY SERVICES	45.72
			121183		ATTORNEY SERVICES	226.80
			121184		ATTORNEY SERVICES	362.41
			121185		ATTORNEY SERVICES	362.42
			121186		ATTORNEY SERVICES	390.30
			121187		ATTORNEY SERVICES	1,226.65
			121188		ATTORNEY SERVICES	4,098.07
			121189		ATTORNEY SERVICES	3,986.55
			121190		ATTORNEY SERVICES	160.02
			121191		ATTORNEY SERVICES	9,853.10
			121192		ATTORNEY SERVICES	9,534.28
			121193		ATTORNEY SERVICES	9,049.24
			121194		ATTORNEY SERVICES	3,540.51
					Total :	59,175.26
175674	4/9/2024	108349 KOSMONT COMPANIES	2209.6-008	032-00127	CONSULTING SERVICES - AFFORDABL	2,873.00
					Total :	2,873.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175675	4/9/2024	111813 KWIK FLASH PHOTO	03092024 8282022		PHOTOGRAPHY SERVICES - 5 STAR R PHOTOGRAPHY SERVICES - JAZZ FES	500.00 1,500.00 Total : 2,000.00
175676	4/9/2024	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	24031105251 24031105591	024-00988 024-00988	INDUSTRIAL WASTE SERVICES TRAFFIC SIGNAL MAINT-HIGHWAY SAF	8,632.10 2,735.49 Total : 11,367.59
175677	4/9/2024	312039 L.A. COUNTY FIRE DEPARTMENT	C0012023	023-01468	FIRE PROTECTION SERVICES - MAY 20	1,002,575.52 Total : 1,002,575.52
175678	4/9/2024	312113 L.A. COUNTY SHERIFF'S DEPT	242452BL		INMATE MEAL DELIVERY PROGRAM - F	826.10 Total : 826.10
175679	4/9/2024	105874 LAWSON PRODUCTS, INC.	9311173459 9311249225 9311331839 9311347548 9311377423		BUS SHOP SUPPLIES BUS SHOP SUPPLIES BUS SHOP SUPPLIES BUS SHOP SUPPLIES BUS SHOP SUPPLIES	30.32 386.43 319.03 180.35 328.85 Total : 1,244.98
175680	4/9/2024	112614 LAX AUTO REPAIR	19440		2023 FORD INTRCPTR #1661715 OIL CH	70.00 Total : 70.00
175681	4/9/2024	112593 LEVEL 3 COMMUNICATIONS INC	PERMIT #17685		PERMIT DEPOSIT REFUND - VERMONT	5,000.00 Total : 5,000.00
175682	4/9/2024	112260 LIEBERT CASSIDY WHITMORE	261147 261639		LEGAL SERVICES LEGAL SERVICES	41,458.50 46,484.67 Total : 87,943.17
175683	4/9/2024	112260 LIEBERT CASSIDY WHITMORE	261141 261143 261643		LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	12,316.33 1,000.50 11,064.85 Total : 24,381.68
175684	4/9/2024	112260 LIEBERT CASSIDY WHITMORE	260542 261140		LEGAL SERVICES LEGAL SERVICES	6,944.63 602.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175684	4/9/2024	112260 LIEBERT CASSIDY WHITMORE	(Continued)			
			261142		LEGAL SERVICES	2,044.50
			261144		LEGAL SERVICES	53.00
			261145		LEGAL SERVICES	5,104.00
			261146		LEGAL SERVICES	1,669.00
			261148		LEGAL SERVICES	553.00
			261640		LEGAL SERVICES	2,988.50
			261641		LEGAL SERVICES	1,496.50
			261642		LEGAL SERVICES	739.50
			261644		LEGAL SERVICES	1,044.00
			261645		LEGAL SERVICES	661.50
			261646		LEGAL SERVICES	3,909.50
			261647		LEGAL SERVICES	2,146.00
			263688		LEGAL SERVICES	5,000.00
					Total :	34,956.13
175685	4/9/2024	109517 LOAD N' GO BUILDING MATERIALS	29179		STREET MAINT SUPPLIES	13.23
			29320		STREET MAINT SUPPLIES	67.19
			29335		STREET MAINT SUPPLIES	124.56
					Total :	204.98
175686	4/9/2024	112602 LUBRICATION ENGINEERS, INC.	IN521942	024-01047	AUTOMOTIVE LUBRICANT & FLUIDS	2,647.11
			IN522334	024-01047	AUTOMOTIVE LUBRICANT & FLUIDS	148.68
			IN522355	024-01047	AUTOMOTIVE LUBRICANT & FLUIDS	1,402.76
					Total :	4,198.55
175687	4/9/2024	112615 LU'S LIGHTHOUSE, INC.	01261046	037-10271	GTRANS SHOP SUPPLIES	102.93
			01261197	037-10271	GTRANS SHOP SUPPLIES	56.26
					Total :	159.19
175688	4/9/2024	112326 LWP CLAIMS SOLUTIONS INC.	22336	023-01488	WORKERS' COMP CLAIMS ADMINISTR/	21,286.66
					Total :	21,286.66
175689	4/9/2024	108328 M.L. BERNIE COMPANY, INC.	174995		GTRANS SHOP SUPPLIES	821.36
					Total :	821.36
175690	4/9/2024	105082 MAJESTIC LIGHTING, INC.	ML87496		BLDG MAINT SUPPLIES	231.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175690	4/9/2024	105082 105082 MAJESTIC LIGHTING, INC.	(Continued)		Total :	231.53
175691	4/9/2024	109203 MAKAI SOLUTIONS	SD1487		FACILITIES & EQUIPMENT MAINTENAN	1,968.26
			SD1489		FACILITIES & EQUIPMENT MAINTENAN	700.00
					Total :	2,668.26
175692	4/9/2024	113036 MANERI SIGN CO., INC.	40015958		SIGNS - 36"X30" "LEFT ONLY, STRAIGH	172.18
			40015987		SIGN - 42" X 9" "VILLANUEVA AVE 2200"	85.10
			40016078		CODE ENFORCEMENT SUPPLIES	412.01
					Total :	669.29
175693	4/9/2024	813030 MANNING & KASS	800223		LEGAL SERVICES	1,350.00
			801037		LEGAL SERVICES	9,909.70
					Total :	11,259.70
175694	4/9/2024	113064 MCMASTER-CARR SUPPLY COMPANY	20513421		GTRANS SHOP SUPPLIES	68.50
			22404118		GTRANS SHOP SUPPLIES	79.06
			23107954		GTRANS SHOP SUPPLIES	463.60
			23579015		GTRANS SHOP SUPPLIES	150.74
			24141544		PW SHOP SUPPLIES	147.74
					Total :	909.64
175695	4/9/2024	107132 MD ENVIRONMENTAL INC.	19283		SCAQMD 2023 ANNUAL EMISSION REP	1,497.00
					Total :	1,497.00
175696	4/9/2024	113299 MERRIMAC ENERGY GROUP	2230236	037-10260	87 OCTANE REGULAR UNLEADED FUE	34,390.57
					Total :	34,390.57
175697	4/9/2024	113299 MERRIMAC ENERGY GROUP	2230212	037-10260	87 OCTANE REGULAR UNLEADED FUE	34,379.04
					Total :	34,379.04
175698	4/9/2024	108699 MEZIERE ENTERPRISES INC.	101287		ELECTRIC WATER PUMPT	635.96
			102756		ELECTRIC WATER PUMP	1,055.95
					Total :	1,691.91
175699	4/9/2024	110206 MICHELIN NORTH AMERICA, INC.	DA0058381705	037-10264	GTRANS' BUS TIRE LEASE SERVICES -	6,431.52
					Total :	6,431.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175700	4/9/2024	111604 MICRO ELECTRONICS, INC	13004030	023-01483	COMPUTER REPLACEMENT PARTS	4,860.68
					Total :	4,860.68
175701	4/9/2024	104152 MODEL 1 COMMERCIAL, VEHICLES, INC.	XA128018428		GTRANS AUTO PARTS	41.85
					Total :	41.85
175702	4/9/2024	107505 MOUSER ELECTRONICS, INC.	78143307		GTRANS AUTO SUPPLIES	266.25
					Total :	266.25
175703	4/9/2024	113295 MUNISERVICES, LLC	INV06-018409 INV06-018410		UUT CELLULAR COMPLIANCE SERVICI UUT WIRED COMPLIANCE SERVICES	58.96 640.80
					Total :	699.76
175704	4/9/2024	112797 MURPHY, KIM	032724		REIMBURSEMNT - CASINO PERMIT NO	125.00
					Total :	125.00
175705	4/9/2024	109290 MZ AUTO GLASS	92167		WINDOW INSTALL FOR BUS #2011	742.02
					Total :	742.02
175706	4/9/2024	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	82463982 82464927	023-01486 023-01486	RANDOM TESTS RANDOM TESTS	140.00 802.00
					Total :	942.00
175707	4/9/2024	115168 OFFICE DEPOT	355885948 357174645 357263562 357330272 358183145 359980181		PD OFFICE SUPPLIES BUS OFFICE SUPPLIES FINANCE OFFICE SUPPLIES FINANCE OFFICE SUPPLIES REC OFFICE SUPPLIES HR OFFICE SUPPLIES	170.14 150.35 158.40 10.79 80.24 96.13
					Total :	666.05
175708	4/9/2024	111676 ONYX PAVING COMPANY INC.	23-057-R		LOCAL STREETS IMPROVEMENT PRO.	113,081.15
					Total :	113,081.15
175709	4/9/2024	111358 O'REILLY AUTO PARTS	404646 417046 417322 417724		GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	38.82 74.93 52.48 281.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175709	4/9/2024	111358 O'REILLY AUTO PARTS	(Continued)			
			417727		GTRANS AUTO PARTS	330.27
			418605		PW AUTO PARTS	119.00
			418857		PW AUTO PARTS	19.85
			419532		PW AUTO PARTS	112.10
			421336		PW AUTO PARTS	716.43
			421893		PW AUTO PARTS	214.77
			422791		PW AUTO PARTS	62.68
					Total :	2,023.13
175710	4/9/2024	115810 ORKIN PEST CONTROL	257724948		PEST CONTROL - ACCT #27336703	313.99
					Total :	313.99
175711	4/9/2024	103673 PACIFIC PRODUCTS & SERVICE, LLC	33509		STREET MAINT SUPPLIES	1,768.13
					Total :	1,768.13
175712	4/9/2024	112798 PEEBLES, SHELLY	CIT #355125111		REFUND - INTERCEPTED BY FRANCHI	65.00
					Total :	65.00
175713	4/9/2024	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0220241211	035-01283	PARKING CONTRACT SERVICES - FEBI	47.70
			022024211	035-01283	PARKING CONTRACT SERVICES - FEBI	9,058.14
					Total :	9,105.84
175714	4/9/2024	106092 PRUDENTIAL OVERALL SUPPLY	42900519	037-10280	UNIFORM & SUPPLY RENTAL	342.66
			42906276	037-10280	UNIFORM & SUPPLY RENTAL	334.06
			42908297	037-10280	UNIFORM & SUPPLY RENTAL	334.06
			42911971	037-10280	UNIFORM & SUPPLY RENTAL	334.06
			42918007	034-00617	CUSTODIAL SUPPLIES	1,118.95
			42918008	034-00616	UNIFORM & SUPPLY RENTAL	159.44
				024-01006		
			42918009	034-00616	UNIFORM & SUPPLY RENTAL	34.86
			42918010	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42918011	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42918012	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42918013	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42918014	034-00616	SUPPLY RENTAL - MATS - HS	11.60
			42919479	037-10280	UNIFORM & SUPPLY RENTAL	334.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175714	4/9/2024	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42919966	034-00616	UNIFORM & SUPPLY RENTAL	159.44
				024-01006		
			42919967	034-00616	UNIFORM & SUPPLY RENTAL	34.86
			42919968	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42921196	037-10280	UNIFORM & SUPPLY RENTAL	443.02
			42921674	034-00616	UNIFORM & SUPPLY RENTAL	159.43
				024-01006		
			42921675	034-00616	UNIFORM & SUPPLY RENTAL	34.86
			42921676	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42921677	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42921678	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42921680	034-00616	SUPPLY RENTAL - MATS - HS	11.60
					Total :	4,155.06
175715	4/9/2024	116820 PSOMAS	203712	037-09987	GTRANS DESIGN BUILD CONSTRUCTIO	4,361.50
			206557	037-09987	GTRANS DESIGN BUILD CONSTRUCTIO	4,864.75
					Total :	9,226.25
175716	4/9/2024	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	527063		PEER SUPPORT TRAINING - PD	1,540.00
			527074		CID DEBRIEFING	1,155.00
			527097		PEER SUPPORT TRAINING - PD	897.00
					Total :	3,592.00
175717	4/9/2024	102283 QUICK COLOR PRINTING	16135		REC PROGRAM SUPPLIES	110.25
			16138		REC PROGRAM SUPPLIES	121.28
			16140		REC PROGRAM SUPPLIES	1,157.63
			16160		REC PROGRAM SUPPLIES	937.13
					Total :	2,326.29
175718	4/9/2024	112790 RIVERA, BRIDGETTE	PERMIT #50022-1059		PERMIT DEPOSIT REFUND- 18025 S H/	7,500.00
					Total :	7,500.00
175719	4/9/2024	112795 ROBERTS, JANETTE M.	PERMIT #50021-0450		PERMIT REFUND	366.08
					Total :	366.08
175720	4/9/2024	102988 RODRIGUEZ, DANNY	031224		MGMT ANNUAL HEALTH BENEFIT	213.36

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175720	4/9/2024	102988 102988 RODRIGUEZ, DANNY	(Continued)		Total :	213.36
175721	4/9/2024	110036 ROOTER HERO PLUMBING	10076496		SERVICE CALL - CITY HALL PLUMBING	1,017.00
					Total :	1,017.00
175722	4/9/2024	119015 SAFETY-KLEEN CORPORATION	93858095		SERVICE AQUEOUS PARTS WASHER	395.56
					Total :	395.56
175723	4/9/2024	119016 SAM'S CLUB	2714		PARK MAINT SUPPLIES	221.50
			5119		PD PROGRAM SUPPLIES	92.47
			6492		PD PROGRAM SUPPLIES	401.59
			8566		PD PROGRAM SUPPLIES	14.98
					Total :	730.54
175724	4/9/2024	108654 SECTRA SECURITY INC.	23082445		ARMORED TRANSPORTATION SERVICE	2,152.38
			231120049		ARMORED TRANSPORTATION SERVICE	1,462.02
			24010859		ARMORED TRANSPORTATION SERVICE	900.91
			24022219		ARMORED TRANSPORTATION SERVICE	1,846.66
			24030858		ARMORED TRANSPORTATION SERVICE	900.91
					Total :	7,262.88
175725	4/9/2024	107006 SHAMROCK COMPANIES	2754619		STREET MAINT SUPPLIES	346.41
			2754676		STREET MAINT SUPPLIES	343.31
			2755063		STREET MAINT SUPPLIES	198.46
					Total :	888.18
175726	4/9/2024	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8097386	035-01282	2015 NISSN PATHFINDER UNIT SIU4 SE	187.88
					Total :	187.88
175727	4/9/2024	111865 SK ENTERPRISES	1236219		CNG BUSES REGISTRATION SERVICE	510.00
					Total :	510.00
175728	4/9/2024	119378 SMARDAN SUPPLY CO.	S4080505		BLDG MAINT SUPPLIES	83.70
					Total :	83.70
175729	4/9/2024	107761 SOCAL STORMWATER RUNOFF, SOLUTION S 9004		037-10261	FACILITY STORMWATER COMPLIANCE	7,647.50
					Total :	7,647.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175730	4/9/2024	112633 SOUTH BAY KUSTOMZ, LLC	13238 13239		2018 FORD EXPLR #P22 SERVICE & 2020 FORD EXPLR #G3 SERVICE & REI	735.36 1,538.61 Total : 2,273.97
175731	4/9/2024	619003 SOUTHERN CALIFORNIA EDISON	032024 040124		LIGHT & POWER LIGHT & POWER	15,711.99 45,842.71 Total : 61,554.70
175732	4/9/2024	619006 SOUTHERN CALIFORNIA EDISON	90004551	024-01044	TRAFFIC SIGNAL POLE RENTAL	9,624.12 Total : 9,624.12
175733	4/9/2024	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	199832 199889		BUS AUTOMOTIVE FLUIDS BUS AUTOMOTIVE FLUIDS	1,672.22 1,525.81 Total : 3,198.03
175734	4/9/2024	108238 SPARKLETTS	14211220 032024 15638236 032224		DRINKING WATER FILTRATION SYSTEM DRINKING WATER FILTRATION SYSTEM	42.99 43.00 Total : 85.99
175735	4/9/2024	111778 SPCALA	022024 032024	032-00143 032-00143	ANIMAL SHELTER SERVICES ANIMAL SHELTER SERVICES	10,338.13 10,338.13 Total : 20,676.26
175736	4/9/2024	112315 SPECIALTY FLEET SERVICES LLC	5117		BUS VEHICLE MAINT SUPPLIES	1,343.25 Total : 1,343.25
175737	4/9/2024	104126 SPECTRUM	0851122031224		CABLE SERVICES - PD	89.09 Total : 89.09
175738	4/9/2024	119548 ST. JOHN LUTHERAN CHURCH	APRIL 2024		SENIOR CITIZENS DAY CARE	1,100.00 Total : 1,100.00
175739	4/9/2024	119010 STAPLES ADVANTAGE	3561925037 3562453807		PW OFFICE SUPPLIES FINANCE OFFICE SUPPLIES	375.70 83.23 Total : 458.93
175740	4/9/2024	112796 SUNGREEN SYSTEMS INC	PERMIT#50023-0714		PERMIT REFUND - OVERPAYMENT	5,175.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175740	4/9/2024	112796 112796 SUNGREEN SYSTEMS INC	(Continued)		Total :	5,175.00
175741	4/9/2024	104106 SWARCO MCCAIN, INC.	INV0278659	024-00986	SIGNS/SIGNALS SUPPLIES	19,663.16
					Total :	19,663.16
175742	4/9/2024	109351 TDX	INV56445238		GTRANS TIRE SUPPLIES	671.53
					Total :	671.53
175743	4/9/2024	108809 TEXAS REFINERY CORP.	274693	024-01050	PW AUTOMOTIVE FLUIDS	2,274.70
					Total :	2,274.70
175744	4/9/2024	110238 TIREHUB, LLC	40480312 40845553		TIRES - GY ASSU ALL SEASON BW 102' TIRES- GY ASSUR FUEL MX BW 94V 21	517.92 134.35
					Total :	652.27
175745	4/9/2024	109775 TOMS TRUCK CENTER NORTH COUNTY	1325889 1326380 1326827 1330972 1331528 1331540 1331733 1332339 CM1321127	037-10281 037-10281 037-10281 037-10281 037-10281 037-10281 037-10281 037-10281	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	106.75 1,200.00 1,508.36 1,098.65 146.11 3,135.08 134.15 366.52 -116.03
					Total :	7,579.59
175746	4/9/2024	104806 TOYOTA LIFT OF L.A.	PSI-0397094		SERVICE CALL - TOYOTA #8FGCU25 H'	924.51
					Total :	924.51
175747	4/9/2024	105556 TRIANGLE SPORTS, INC.	42490		YOUTH SPORTS SUPPLIES	549.14
					Total :	549.14
175748	4/9/2024	120854 TURF STAR INC.	7321638 7321638-01	024-01051 024-01051	PW AUTO PARTS PW AUTO PARTS	2,180.19 222.65
					Total :	2,402.84
175749	4/9/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 03/22/24 CRESPO 02/22/24		CAL CARD STATEMENT 02/23-03/22/24 CAL CARD STATEMENT 01/23-02/22/24	3,807.25 10,924.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175749	4/9/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
				037-10336		
			CRESPO 03/22/24		CAL CARD STATEMENT 02/23-03/22/24	2,643.22
			KWAK 03/22/24		CAL CARD STATEMENT 02/23-03/22/24	126.50
			LEWIS 03/22/24		CAL CARD STATEMENT 02/23-03/22/24	3,407.02
			NOLAN 03/22/24		CAL CARD STATEMENT 02/23-03/22/24	2,675.22
			PYNN 03/22/24		CAL CARD STATEMENT 02/23-03/22/24	5,016.32
			RIGG 03/22/24		CAL CARD STATEMENT 02/23-03/22/24	109.68
			TSUJIUCHI 03/22/24	032-00159	CAL CARD STATEMENT 02/23-03/22/24	3,500.26
			V.OSORIO 02/22/24		CAL CARD STATEMENT 01/23-02/22/24	2,627.26
					Total :	34,837.72
175750	4/9/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	PD TRAINING 02/22/24		CAL CARD STATEMENT 01/23-02/22/24	3,524.65
			PD TRAINING2 2/22/24		CAL CARD STATEMENT 01/23-02/22/24	6,003.01
			PD TRAINING3 2/22/24		CAL CARD STATEMENT 01/23-02/22/24	2,018.25
			PD TRAINING4 2/22/24		CAL CARD STATEMENT 01/23-02/22/24	1,161.70
			ROMERO 03/22/24		CAL CARD STATEMENT 02/23-03/22/24	533.79
			SAFFELL 2/22/24		CAL CARD STATEMENT 01/23-02/22/24	902.08
			V.OSORIO 01/22/24		CAL CARD STATEMENT 12/23-01/22/24	2,201.11
			V.OSORIO 12/22/23		CAL CARD STATEMENT 11/23-12/22/23	3,040.58
					Total :	19,385.17
175751	4/9/2024	109220 U.S. BANK EQUIPMENT FINANCE	525811915		RICOH MPC4503 COPIER LEASE - CD	151.70
					Total :	151.70
175752	4/9/2024	104692 ULINE	173578091		BUS SHOP SUPPLIES	824.95
			174910254		BUS SHOP SUPPLIES	322.84
			175050169		BUS SHOP SUPPLIES	116.81
			175130594		BUS SHOP SUPPLIES	203.25
			175536010		PD PROGRAM SUPPLIES	104.44
			175661958		BUS SHOP SUPPLIES	1,004.78
			175678150		BUS SHOP SUPPLIES	65.72
			175802017		BUS SHOP SUPPLIES	209.82
					Total :	2,852.61
175753	4/9/2024	121407 UPS	649922104 03/09/24		SHIPPING SERVICE CHARGES	18.81

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175753	4/9/2024	121407 121407 UPS	(Continued)		Total :	18.81
175754	4/9/2024	122435 VISTA PAINT CORPORATION	2024-325384-00	037-10330	GTRANS FACILITY PAINT	1,955.45
			2024-325494-00	037-10330	GTRANS FACILITY PAINT	2,615.85
					Total :	4,571.30
175755	4/9/2024	111719 WALLACE & ASSOCIATES, CONSULTING, INC	20791	024-00870	FIRE STATION ROOF REPLACEMENT, J	1,170.00
			21071	037-10212	DISPATCH REMODELING PROJECT, JN	3,882.00
					Total :	5,052.00
175756	4/9/2024	108353 WALTERS WHOLESALE ELECTRIC CO	S124678683		GTRANS MAINT SUPPLIES	176.07
			S124678683.002		GTRANS MAINT SUPPLIES	66.15
			S124678683.003		GTRANS MAINT SUPPLIES	161.25
			S125137512		SIGNS/SIGNALS MAINT SUPPLIES	687.13
			S125165098		SIGNS/SIGNALS MAINT SUPPLIES	1,598.64
					Total :	2,689.24
175757	4/9/2024	101195 WASTE RESOURCES GARDENA	031824		WASTE COLLECTION	282,953.77
					Total :	282,953.77
175758	4/9/2024	101903 WATER TECHNIQUES	8732		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	45.00
175759	4/9/2024	112737 WELLS FARGO VENDOR FINANCIAL, SERVICE	5029036989	023-01509	CITYWIDE COPIER LEASE - APRIL 2024	2,960.15
					Total :	2,960.15
175760	4/9/2024	123050 WILLIAMS SCOTSMAN, INC.	9020514863	035-01288	MODULAR BUILDING RENTAL CPX-804	2,279.26
					Total :	2,279.26
175761	4/9/2024	125001 YAMADA COMPANY, INC.	84016		PARK MAINT SUPPLIES	289.73
			84021		PARK MAINT SUPPLIES	95.81
			84027		PARK MAINT SUPPLIES	213.05
			84053		PARK MAINT SUPPLIES	95.81
					Total :	694.40
175762	4/9/2024	126122 ZEP SALES & SERVICE	9009594720		BUS SHOP SUPPLIES	836.79
					Total :	836.79

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191	Vouchers for bank code :	usb			Bank total :	7,757,180.09
191	Vouchers in this report				Total vouchers :	7,757,180.09

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 24 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 24 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:

_____	<u>04/09/2024</u>
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 revise the City's Classification and Compensation Plan to revise the compensation for the Mayor and Members of the City Council as authorized by Senate Bill 329. The schedule adjustment will reflect Ordinance No. 1864. Ordinance No. 1864 was introduced December 12, 2023 and Adopted January 9, 2024. *Attachment 1*
2. Report the Promotional Appointment of **JAIME OROZCO** to the position of Sewer Maintenance Worker, Schedule 44 (\$4,952 - \$6,321/month) with the Public Works Department, effective March 18, 2024.
3. Report the medical leave of Police Officer, **HUMBERTO RUVALCABA**, of the Police Department, effective February 15, 2024.
4. Report the Administrative Leave of Bus Operator, **KITU HUMPHREY**, of the Transportation Department, effective March 21, 2024.
5. Report the Recruitment for the Closed/Competitive position of Senior Human Resources Analyst (Administrative Services Department). This recruitment is scheduled to close April 9, 2024.
6. Report the Recruitment for the Open/Competitive position of Transit Parts/Storeroom Coordinator (Transportation Department). This recruitment is scheduled to close April 29, 2024.
7. Report the Recruitment for the Open/Competitive position of Recreation Supervisor (Recreation and Human Services Department). This recruitment is scheduled to close April 29, 2024.
8. Report the Recruitment for the Open/Competitive position of Help Desk Technician (Administrative Services Department). This recruitment is scheduled to close June 7, 2024.
9. Report the Recruitment for the Open/Competitive position of Police Service Officer (Police Department). This recruitment is scheduled to close April 14, 2024.
10. Report the Recruitment for the Open/Competitive position of Certified Nursing Assistant (Recreation and Human Services Department). This recruitment is open until filled.
11. Report the Recruitment for the Open/Competitive position of Communications Liaison Officer (Elected and City Manager's Offices). This recruitment is open until filled.
12. Report the Recruitment for the Open/Competitive position of On-Demand (Micro/Paratransit) Operator (Transportation Department). This recruitment is open until filled.
13. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.

14. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
15. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
16. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
17. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
18. Report the Recruitment for the Open/Competitive position of Transportation Operations Supervisor (Transportation Department). This recruitment is open until filled.
19. Report the Recruitment for the Open/Competitive position of Transit Marketing Coordinator (Transportation Department). This recruitment is open until filled.
20. Report the Recruitment for the Open/Competitive position of Risk Management Analyst (Administrative Services Department). This recruitment is open until filled.

CITY OF GARDENA
CLASSIFICATION AND COMPENSATION PLAN
Effective April 9, 2024

Eff April 9, 2024: Increase to Schedule 302 to \$1,600/month; Increase to Schedule 301 to \$2,600/month

HOURLY RANGE		5 Recreation Instructor		
20.00 - 35.00				
		6 Clerical Aide I		
		6 Police Aide		
STEP		*4*		*6*
ANNUAL		31,152.00		34,344.00
MONTHLY		2,596.00		2,862.00
BI-WEEKLY		1,198.15		1,320.92
HOURLY		14.9769		16.5115
		7 Peer Advocate Counselor II		
		7 Storeroom Aide		
STEP				*6*
ANNUAL				33,552.00
MONTHLY				2,796.00
BI-WEEKLY				1,290.46
HOURLY				16.1308
		8 Community Aide I		
STEP			*5*	*6*
ANNUAL			32,748.00	34,380.00
MONTHLY			2,729.00	2,865.00
BI-WEEKLY			1,259.54	1,322.31
HOURLY			15.7442	16.5288
		13		
STEP			*5*	*6*
ANNUAL			33,600.00	35,280.00
MONTHLY			2,800.00	2,940.00
BI-WEEKLY			1,292.31	1,356.92
HOURLY			16.1538	16.9615
		14 Pool Cashier		
STEP		*4*	*5*	*6*
ANNUAL		32,808.00	34,452.00	36,180.00
MONTHLY		2,734.00	2,871.00	3,015.00
BI-WEEKLY		1,261.85	1,325.08	1,391.54
HOURLY		15.7731	16.5635	17.3942
		15		
STEP		*4*	*5*	*6*
ANNUAL		33,624.00	35,304.00	37,068.00
MONTHLY		2,802.00	2,942.00	3,089.00
BI-WEEKLY		1,293.23	1,357.85	1,425.69
HOURLY		16.1654	16.9731	17.8212

	16				
STEP		*3*	*4*	*5*	*6*
ANNUAL		32,832.00	34,476.00	36,204.00	38,016.00
MONTHLY		2,736.00	2,873.00	3,017.00	3,168.00
BI-WEEKLY		1,262.77	1,326.00	1,392.46	1,462.15
HOURLY		15.7846	16.5750	17.4058	18.2769

	17 Clerk Typist				
STEP		*3*	*4*	*5*	*6*
ANNUAL		33,660.00	35,340.00	37,104.00	38,964.00
MONTHLY		2,805.00	2,945.00	3,092.00	3,247.00
BI-WEEKLY		1,294.62	1,359.23	1,427.08	1,498.62
HOURLY		16.1827	16.9904	17.8385	18.7327

	18					
STEP		*2*	*3*	*4*	*5*	*6*
ANNUAL		32,856.00	34,500.00	36,228.00	38,040.00	39,948.00
MONTHLY		2,738.00	2,875.00	3,019.00	3,170.00	3,329.00
BI-WEEKLY		1,263.69	1,326.92	1,393.38	1,463.08	1,536.46
HOURLY		15.7962	16.5865	17.4173	18.2885	19.2058

			19			
STEP		*2*	*3*	*4*	*5*	*6*
ANNUAL		33,672.00	35,352.00	37,116.00	38,976.00	40,920.00
MONTHLY		2,806.00	2,946.00	3,093.00	3,248.00	3,410.00
BI-WEEKLY		1,295.08	1,359.69	1,427.54	1,499.08	1,573.85
HOURLY		16.1885	16.9962	17.8442	18.7385	19.6731

	20					
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	32,868.00	34,512.00	36,240.00	38,052.00	39,960.00	41,964.00
MONTHLY	2,739.00	2,876.00	3,020.00	3,171.00	3,330.00	3,497.00
BI-WEEKLY	1,264.15	1,327.38	1,393.85	1,463.54	1,536.92	1,614.00
HOURLY	15.8019	16.5923	17.4231	18.2942	19.2115	20.1750

	21 Police Cadet					
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	33,684.00	35,364.00	37,128.00	38,988.00	40,932.00	42,984.00
MONTHLY	2,807.00	2,947.00	3,094.00	3,249.00	3,411.00	3,582.00
BI-WEEKLY	1,295.54	1,360.15	1,428.00	1,499.54	1,574.31	1,653.23
HOURLY	16.1942	17.0019	17.8500	18.7442	19.6788	20.6654

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,524.00	36,252.00	38,064.00	39,972.00	41,976.00	44,076.00
MONTHLY	2,877.00	3,021.00	3,172.00	3,331.00	3,498.00	3,673.00
BI-WEEKLY	1,327.85	1,394.31	1,464.00	1,537.38	1,614.46	1,695.23
HOURLY	16.5981	17.4288	18.3000	19.2173	20.1808	21.1904

23 Community Aide II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	35,388.00	37,152.00	39,012.00	40,968.00	43,020.00	45,168.00
MONTHLY	2,949.00	3,096.00	3,251.00	3,414.00	3,585.00	3,764.00
BI-WEEKLY	1,361.08	1,428.92	1,500.46	1,575.69	1,654.62	1,737.23
HOURLY	17.0135	17.8615	18.7558	19.6962	20.6827	21.7154

24

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	36,276.00	38,088.00	39,996.00	42,000.00	44,100.00	46,308.00
MONTHLY	3,023.00	3,174.00	3,333.00	3,500.00	3,675.00	3,859.00
BI-WEEKLY	1,395.23	1,464.92	1,538.31	1,615.38	1,696.15	1,781.08
HOURLY	17.4404	18.3115	19.2288	20.1923	21.2019	22.2635

25

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	37,188.00	39,048.00	41,004.00	43,056.00	45,204.00	47,460.00
MONTHLY	3,099.00	3,254.00	3,417.00	3,588.00	3,767.00	3,955.00
BI-WEEKLY	1,430.31	1,501.85	1,577.08	1,656.00	1,738.62	1,825.38
HOURLY	17.8788	18.7731	19.7135	20.7000	21.7327	22.8173

26 Pool Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	38,112.00	40,020.00	42,024.00	44,124.00	46,332.00	48,648.00
MONTHLY	3,176.00	3,335.00	3,502.00	3,677.00	3,861.00	4,054.00
BI-WEEKLY	1,465.85	1,539.23	1,616.31	1,697.08	1,782.00	1,871.08
HOURLY	18.3231	19.2404	20.2038	21.2135	22.2750	23.3885

27

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	39,060.00	41,016.00	43,068.00	45,216.00	47,472.00	49,848.00
MONTHLY	3,255.00	3,418.00	3,589.00	3,768.00	3,956.00	4,154.00
BI-WEEKLY	1,502.31	1,577.54	1,656.46	1,739.08	1,825.85	1,917.23
HOURLY	18.7788	19.7192	20.7058	21.7385	22.8231	23.9654

28 Meal Services Coordinator**28 Police Assistant****28 Recreation Leader II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	40,032.00	42,036.00	44,136.00	46,344.00	48,660.00	51,096.00
MONTHLY	3,336.00	3,503.00	3,678.00	3,862.00	4,055.00	4,258.00
BI-WEEKLY	1,539.69	1,616.77	1,697.54	1,782.46	1,871.54	1,965.23
HOURLY	19.2462	20.2096	21.2192	22.2808	23.3942	24.5654

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	41,028.00	43,080.00	45,240.00	47,508.00	49,884.00	52,380.00
MONTHLY	3,419.00	3,590.00	3,770.00	3,959.00	4,157.00	4,365.00
BI-WEEKLY	1,578.00	1,656.92	1,740.00	1,827.23	1,918.62	2,014.62
HOURLY	19.7250	20.7115	21.7500	22.8404	23.9827	25.1827

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

	1	*2*	*3*	*4*	*5*	*6*
ANNUAL	42,048.00	44,148.00	46,356.00	48,672.00	51,108.00	53,664.00
MONTHLY	3,504.00	3,679.00	3,863.00	4,056.00	4,259.00	4,472.00
BI-WEEKLY	1,617.23	1,698.00	1,782.92	1,872.00	1,965.69	2,064.00
HOURLY	20.2154	21.2250	22.2865	23.4000	24.5712	25.8000

31 On-Demand (Micro/Paratransit) Operator
31 Paratransit Driver

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	43,104.00	45,264.00	47,532.00	49,908.00	52,404.00	55,020.00
MONTHLY	3,592.00	3,772.00	3,961.00	4,159.00	4,367.00	4,585.00
BI-WEEKLY	1,657.85	1,740.92	1,828.15	1,919.54	2,015.54	2,116.15
HOURLY	20.7231	21.7615	22.8519	23.9942	25.1942	26.4519

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

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	44,184.00	46,392.00	48,708.00	51,144.00	53,700.00	56,388.00
MONTHLY	3,682.00	3,866.00	4,059.00	4,262.00	4,475.00	4,699.00
BI-WEEKLY	1,699.38	1,784.31	1,873.38	1,967.08	2,065.38	2,168.77
HOURLY	21.2423	22.3038	23.4173	24.5885	25.8173	27.1096

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

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	45,288.00	47,556.00	49,932.00	52,428.00	55,044.00	57,792.00
MONTHLY	3,774.00	3,963.00	4,161.00	4,369.00	4,587.00	4,816.00
BI-WEEKLY	1,741.85	1,829.08	1,920.46	2,016.46	2,117.08	2,222.77
HOURLY	21.7731	22.8635	24.0058	25.2058	26.4635	27.7846

34 Custodian II
34 Graffiti Technician
34 On-Demand Transit Dispatcher
34 Paratransit Dispatcher
34 Park Maintenance Worker I

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	46,416.00	48,732.00	51,168.00	53,724.00	56,412.00	59,232.00
MONTHLY	3,868.00	4,061.00	4,264.00	4,477.00	4,701.00	4,936.00
BI-WEEKLY	1,785.23	1,874.31	1,968.00	2,066.31	2,169.69	2,278.15
HOURLY	22.3154	23.4288	24.6000	25.8288	27.1212	28.4769

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	47,580.00	49,956.00	52,452.00	55,080.00	57,840.00	60,732.00
MONTHLY	3,965.00	4,163.00	4,371.00	4,590.00	4,820.00	5,061.00
BI-WEEKLY	1,830.00	1,921.38	2,017.38	2,118.46	2,224.62	2,335.85
HOURLY	22.8750	24.0173	25.2173	26.4808	27.8077	29.1981

36 Intermediate Clerk Typist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	48,768.00	51,204.00	53,760.00	56,448.00	59,268.00	62,232.00
MONTHLY	4,064.00	4,267.00	4,480.00	4,704.00	4,939.00	5,186.00
BI-WEEKLY	1,875.69	1,969.38	2,067.69	2,171.08	2,279.54	2,393.54
HOURLY	23.4462	24.6173	25.8462	27.1385	28.4942	29.9192

37 Nutrition Services Coordinator

37 Relief Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	49,992.00	52,488.00	55,116.00	57,876.00	60,768.00	63,804.00
MONTHLY	4,166.00	4,374.00	4,593.00	4,823.00	5,064.00	5,317.00
BI-WEEKLY	1,922.77	2,018.77	2,119.85	2,226.00	2,337.23	2,454.00
HOURLY	24.0346	25.2346	26.4981	27.8250	29.2154	30.6750

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	51,240.00	53,808.00	56,496.00	59,316.00	62,280.00	65,400.00
MONTHLY	4,270.00	4,484.00	4,708.00	4,943.00	5,190.00	5,450.00
BI-WEEKLY	1,970.77	2,069.54	2,172.92	2,281.38	2,395.38	2,515.38
HOURLY	24.6346	25.8692	27.1615	28.5173	29.9423	31.4423

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	52,524.00	55,152.00	57,912.00	60,804.00	63,840.00	67,032.00
MONTHLY	4,377.00	4,596.00	4,826.00	5,067.00	5,320.00	5,586.00
BI-WEEKLY	2,020.15	2,121.23	2,227.38	2,338.62	2,455.38	2,578.15
HOURLY	25.2519	26.5154	27.8423	29.2327	30.6923	32.2269

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	53,832.00	56,520.00	59,352.00	62,316.00	65,436.00	68,712.00
MONTHLY	4,486.00	4,710.00	4,946.00	5,193.00	5,453.00	5,726.00
BI-WEEKLY	2,070.46	2,173.85	2,282.77	2,396.77	2,516.77	2,642.77
HOURLY	25.8808	27.1731	28.5346	29.9596	31.4596	33.0346

41 Deputy City Clerk I
41 Permit/Licensing Technician I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	55,176.00	57,936.00	60,828.00	63,864.00	67,056.00	70,404.00
MONTHLY	4,598.00	4,828.00	5,069.00	5,322.00	5,588.00	5,867.00
BI-WEEKLY	2,122.15	2,228.31	2,339.54	2,456.31	2,579.08	2,707.85
HOURLY	26.5269	27.8538	29.2442	30.7038	32.2385	33.8481

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	56,556.00	59,388.00	62,352.00	65,472.00	68,748.00	72,180.00
MONTHLY	4,713.00	4,949.00	5,196.00	5,456.00	5,729.00	6,015.00
BI-WEEKLY	2,175.23	2,284.15	2,398.15	2,518.15	2,644.15	2,776.15
HOURLY	27.1904	28.5519	29.9769	31.4769	33.0519	34.7019

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,972.00	60,876.00	63,924.00	67,116.00	70,476.00	74,004.00
MONTHLY	4,831.00	5,073.00	5,327.00	5,593.00	5,873.00	6,167.00
BI-WEEKLY	2,229.69	2,341.38	2,458.62	2,581.38	2,710.62	2,846.31
HOURLY	27.8712	29.2673	30.7327	32.2673	33.8827	35.5788

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	59,424.00	62,400.00	65,520.00	68,796.00	72,240.00	75,852.00
MONTHLY	4,952.00	5,200.00	5,460.00	5,733.00	6,020.00	6,321.00
BI-WEEKLY	2,285.54	2,400.00	2,520.00	2,646.00	2,778.46	2,917.38
HOURLY	28.5692	30.0000	31.5000	33.0750	34.7308	36.4673

45 Street Sweeper Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,912.00	63,960.00	67,164.00	70,524.00	74,052.00	77,760.00
MONTHLY	5,076.00	5,330.00	5,597.00	5,877.00	6,171.00	6,480.00
BI-WEEKLY	2,342.77	2,460.00	2,583.23	2,712.46	2,848.15	2,990.77
HOURLY	29.2846	30.7500	32.2904	33.9058	35.6019	37.3846

46 Heavy Equipment Operator

46 Street Traffic Painter

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	62,436.00	65,556.00	68,832.00	72,276.00	75,888.00	79,680.00
MONTHLY	5,203.00	5,463.00	5,736.00	6,023.00	6,324.00	6,640.00
BI-WEEKLY	2,401.38	2,521.38	2,647.38	2,779.85	2,918.77	3,064.62
HOURLY	30.0173	31.5173	33.0923	34.7481	36.4846	38.3077

47 Equipment Mechanic

47 Graphics Technician

47 Maintenance Painter

47 Senior Building Maintenance Worker

47 Transit Mechanic

47 Transit Parts/Storeroom Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,996.00	67,200.00	70,560.00	74,088.00	77,796.00	81,684.00
MONTHLY	5,333.00	5,600.00	5,880.00	6,174.00	6,483.00	6,807.00
BI-WEEKLY	2,461.38	2,584.62	2,713.85	2,849.54	2,992.15	3,141.69
HOURLY	30.7673	32.3077	33.9231	35.6192	37.4019	39.2712

48 Custodian-Lead

48 Financial Services Technician

48 Human Resources Technician

48 Junior Accountant

48 Property and Evidence Technician

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	65,592.00	68,868.00	72,312.00	75,924.00	79,716.00	83,700.00
MONTHLY	5,466.00	5,739.00	6,026.00	6,327.00	6,643.00	6,975.00
BI-WEEKLY	2,522.77	2,648.77	2,781.23	2,920.15	3,066.00	3,219.23
HOURLY	31.5346	33.1096	34.7654	36.5019	38.3250	40.2404

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,236.00	70,596.00	74,124.00	77,832.00	81,720.00	85,812.00
MONTHLY	5,603.00	5,883.00	6,177.00	6,486.00	6,810.00	7,151.00
BI-WEEKLY	2,586.00	2,715.23	2,850.92	2,993.54	3,143.08	3,300.46
HOURLY	32.3250	33.9404	35.6365	37.4192	39.2885	41.2558

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,916.00	72,360.00	75,984.00	79,788.00	83,772.00	87,960.00
MONTHLY	5,743.00	6,030.00	6,332.00	6,649.00	6,981.00	7,330.00
BI-WEEKLY	2,650.62	2,783.08	2,922.46	3,068.77	3,222.00	3,383.08
HOURLY	33.1327	34.7885	36.5308	38.3596	40.2750	42.2885

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	70,644.00	74,172.00	77,880.00	81,780.00	85,872.00	90,168.00
MONTHLY	5,887.00	6,181.00	6,490.00	6,815.00	7,156.00	7,514.00
BI-WEEKLY	2,717.08	2,852.77	2,995.38	3,145.38	3,302.77	3,468.00
HOURLY	33.9635	35.6596	37.4423	39.3173	41.2846	43.3500

52 Payroll Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	72,408.00	76,032.00	79,836.00	83,832.00	88,020.00	92,424.00
MONTHLY	6,034.00	6,336.00	6,653.00	6,986.00	7,335.00	7,702.00
BI-WEEKLY	2,784.92	2,924.31	3,070.62	3,224.31	3,385.38	3,554.77
HOURLY	34.8115	36.5538	38.3827	40.3038	42.3173	44.4346

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

53 Transit Operations Training Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,220.00	77,928.00	81,828.00	85,920.00	90,216.00	94,728.00
MONTHLY	6,185.00	6,494.00	6,819.00	7,160.00	7,518.00	7,894.00
BI-WEEKLY	2,854.62	2,997.23	3,147.23	3,304.62	3,469.85	3,643.38
HOURLY	35.6827	37.4654	39.3404	41.3077	43.3731	45.5423

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,080.00	79,884.00	83,880.00	88,080.00	92,484.00	97,104.00
MONTHLY	6,340.00	6,657.00	6,990.00	7,340.00	7,707.00	8,092.00
BI-WEEKLY	2,926.15	3,072.46	3,226.15	3,387.69	3,557.08	3,734.77
HOURLY	36.5769	38.4058	40.3269	42.3462	44.4635	46.6846

55 Electrical/Signal Technician II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,988.00	81,888.00	85,980.00	90,276.00	94,788.00	99,528.00
MONTHLY	6,499.00	6,824.00	7,165.00	7,523.00	7,899.00	8,294.00
BI-WEEKLY	2,999.54	3,149.54	3,306.92	3,472.15	3,645.69	3,828.00
HOURLY	37.4942	39.3692	41.3365	43.4019	45.5712	47.8500

56 Administrative Coordinator

56 Assistant Engineer

56 FCC Program Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,932.00	83,928.00	88,128.00	92,532.00	97,164.00	102,024.00
MONTHLY	6,661.00	6,994.00	7,344.00	7,711.00	8,097.00	8,502.00
BI-WEEKLY	3,074.31	3,228.00	3,389.54	3,558.92	3,737.08	3,924.00
HOURLY	38.4288	40.3500	42.3692	44.4865	46.7135	49.0500

57 Communications Liaison Officer

57 Senior Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,936.00	86,028.00	90,324.00	94,836.00	99,576.00	104,556.00
MONTHLY	6,828.00	7,169.00	7,527.00	7,903.00	8,298.00	8,713.00
BI-WEEKLY	3,151.38	3,308.77	3,474.00	3,647.54	3,829.85	4,021.38
HOURLY	39.3923	41.3596	43.4250	45.5942	47.8731	50.2673

58 Associate Planner

58 Code Enforcement Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,988.00	88,188.00	92,592.00	97,224.00	102,084.00	107,184.00
MONTHLY	6,999.00	7,349.00	7,716.00	8,102.00	8,507.00	8,932.00
BI-WEEKLY	3,230.31	3,391.85	3,561.23	3,739.38	3,926.31	4,122.46
HOURLY	40.3788	42.3981	44.5154	46.7423	49.0788	51.5308

59 Administrative Support Services Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,088.00	90,396.00	94,920.00	99,672.00	104,652.00	109,884.00
MONTHLY	7,174.00	7,533.00	7,910.00	8,306.00	8,721.00	9,157.00
BI-WEEKLY	3,311.08	3,476.77	3,650.77	3,833.54	4,025.08	4,226.31
HOURLY	41.3885	43.4596	45.6346	47.9192	50.3135	52.8288

60

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	88,236.00	92,652.00	97,284.00	102,144.00	107,256.00	112,620.00
MONTHLY	7,353.00	7,721.00	8,107.00	8,512.00	8,938.00	9,385.00
BI-WEEKLY	3,393.69	3,563.54	3,741.69	3,928.62	4,125.23	4,331.54
HOURLY	42.4212	44.5442	46.7712	49.1077	51.5654	54.1442

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	90,444.00	94,968.00	99,720.00	104,712.00	109,944.00	115,440.00
MONTHLY	7,537.00	7,914.00	8,310.00	8,726.00	9,162.00	9,620.00
BI-WEEKLY	3,478.62	3,652.62	3,835.38	4,027.38	4,228.62	4,440.00
HOURLY	43.4827	45.6577	47.9423	50.3423	52.8577	55.5000

62 Information Technology Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	92,700.00	97,332.00	102,204.00	107,316.00	112,680.00	118,320.00
MONTHLY	7,725.00	8,111.00	8,517.00	8,943.00	9,390.00	9,860.00
BI-WEEKLY	3,565.38	3,743.54	3,930.92	4,127.54	4,333.85	4,550.77
HOURLY	44.5673	46.7942	49.1365	51.5942	54.1731	56.8846

63

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	95,016.00	99,768.00	104,760.00	110,004.00	115,500.00	121,272.00
MONTHLY	7,918.00	8,314.00	8,730.00	9,167.00	9,625.00	10,106.00
BI-WEEKLY	3,654.46	3,837.23	4,029.23	4,230.92	4,442.31	4,664.31
HOURLY	45.6808	47.9654	50.3654	52.8865	55.5288	58.3038

64

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	97,392.00	102,264.00	107,376.00	112,740.00	118,380.00	124,296.00
MONTHLY	8,116.00	8,522.00	8,948.00	9,395.00	9,865.00	10,358.00
BI-WEEKLY	3,745.85	3,933.23	4,129.85	4,336.15	4,553.08	4,780.62
HOURLY	46.8231	49.1654	51.6231	54.2019	56.9135	59.7577

65

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	99,828.00	104,820.00	110,064.00	115,572.00	121,356.00	127,428.00
MONTHLY	8,319.00	8,735.00	9,172.00	9,631.00	10,113.00	10,619.00
BI-WEEKLY	3,839.54	4,031.54	4,233.23	4,445.08	4,667.54	4,901.08
HOURLY	47.9942	50.3942	52.9154	55.5635	58.3442	61.2635

66 Civil Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	102,324.00	107,436.00	112,812.00	118,452.00	124,380.00	130,596.00
MONTHLY	8,527.00	8,953.00	9,401.00	9,871.00	10,365.00	10,883.00
BI-WEEKLY	3,935.54	4,132.15	4,338.92	4,555.85	4,783.85	5,022.92
HOURLY	49.1942	51.6519	54.2365	56.9481	59.7981	62.7865

67

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	104,880.00	110,124.00	115,632.00	121,416.00	127,488.00	133,860.00
MONTHLY	8,740.00	9,177.00	9,636.00	10,118.00	10,624.00	11,155.00
BI-WEEKLY	4,033.85	4,235.54	4,447.38	4,669.85	4,903.38	5,148.46
HOURLY	50.4231	52.9442	55.5923	58.3731	61.2923	64.3558

90 Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,144.00	60,000.00	63,000.00	66,156.00	69,468.00	72,936.00
MONTHLY	4,762.00	5,000.00	5,250.00	5,513.00	5,789.00	6,078.00
BI-WEEKLY	2,197.85	2307.69	2423.08	2,544.46	2,671.85	2,805.23
HOURLY	27.4731	28.8462	30.2885	31.8058	33.3981	35.0654
Specialty - 5%	238.10	250.00	262.50	275.65	289.45	303.90

104

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,152.00	64,212.00	67,428.00	70,800.00	74,340.00	78,060.00
MONTHLY	5,096.00	5,351.00	5,619.00	5,900.00	6,195.00	6,505.00
BI-WEEKLY	2,352.00	2,469.69	2,593.38	2,723.08	2,859.23	3,002.31
HOURLY	29.4000	30.8712	32.4173	34.0385	35.7404	37.5288
Lgy Bonus 20	127.40	133.78	140.48	147.50	154.88	162.63
Lgy Bonus 25	254.80	267.55	280.95	295.00	309.75	325.25
Lgy Bonus 30	382.20	401.33	421.43	442.50	464.63	487.88

105

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	62,676.00	65,808.00	69,096.00	72,552.00	76,176.00	79,980.00
MONTHLY	5,223.00	5,484.00	5,758.00	6,046.00	6,348.00	6,665.00
BI-WEEKLY	2,410.62	2531.08	2657.54	2790.46	2929.85	3076.15
HOURLY	30.1327	31.6385	33.2192	34.8808	36.6231	38.4519
Lgy Bonus 20	130.58	137.10	143.95	151.15	158.70	166.63
Lgy Bonus 25	261.15	274.20	287.90	302.30	317.40	333.25
Lgy Bonus 30	391.73	411.30	431.85	453.45	476.10	499.88

106

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,248.00	67,464.00	70,836.00	74,376.00	78,096.00	81,996.00
MONTHLY	5,354.00	5,622.00	5,903.00	6,198.00	6,508.00	6,833.00
BI-WEEKLY	2,471.08	2,594.77	2,724.46	2,860.62	3,003.69	3,153.69
HOURLY	30.8885	32.4346	34.0558	35.7577	37.5462	39.4212
Lgy Bonus 20	133.85	140.55	147.58	154.95	162.70	170.83
Lgy Bonus 25	267.70	281.10	295.15	309.90	325.40	341.65
Lgy Bonus 30	401.55	421.65	442.73	464.85	488.10	512.48

107

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	65,856.00	69,144.00	72,600.00	76,236.00	80,052.00	84,060.00
MONTHLY	5,488.00	5,762.00	6,050.00	6,353.00	6,671.00	7,005.00
BI-WEEKLY	2,532.92	2,659.38	2,792.31	2,932.15	3,078.92	3,233.08
HOURLY	31.6615	33.2423	34.9038	36.6519	38.4865	40.4135
Lgy Bonus 20	137.20	144.05	151.25	158.83	166.78	175.13
Lgy Bonus 25	274.40	288.10	302.50	317.65	333.55	350.25
Lgy Bonus 30	411.60	432.15	453.75	476.48	500.33	525.38

108 Economic Development Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,500.00	70,872.00	74,412.00	78,132.00	82,044.00	86,148.00
MONTHLY	5,625.00	5,906.00	6,201.00	6,511.00	6,837.00	7,179.00
BI-WEEKLY	2,596.15	2,725.85	2,862.00	3,005.08	3,155.54	3,313.38
HOURLY	32.4519	34.0731	35.7750	37.5635	39.4442	41.4173
Lgy Bonus 20	140.63	147.65	155.03	162.78	170.93	179.48
Lgy Bonus 25	281.25	295.30	310.05	325.55	341.85	358.95
Lgy Bonus 30	421.88	442.95	465.08	488.33	512.78	538.43

109

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,192.00	72,648.00	76,284.00	80,100.00	84,108.00	88,308.00
MONTHLY	5,766.00	6,054.00	6,357.00	6,675.00	7,009.00	7,359.00
BI-WEEKLY	2,661.23	2,794.15	2,934.00	3,080.77	3,234.92	3,396.46
HOURLY	33.2654	34.9269	36.6750	38.5096	40.4365	42.4558
Lgy Bonus 20	144.15	151.35	158.93	166.88	175.23	183.98
Lgy Bonus 25	288.30	302.70	317.85	333.75	350.45	367.95
Lgy Bonus 30	432.45	454.05	476.78	500.63	525.68	551.93

110

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	70,920.00	74,472.00	78,192.00	82,104.00	86,208.00	90,516.00
MONTHLY	5,910.00	6,206.00	6,516.00	6,842.00	7,184.00	7,543.00
BI-WEEKLY	2,727.69	2,864.31	3,007.38	3,157.85	3,315.69	3,481.38
HOURLY	34.0962	35.8038	37.5923	39.4731	41.4462	43.5173
Lgy Bonus 20	147.75	155.15	162.90	171.05	179.60	188.58
Lgy Bonus 25	295.50	310.30	325.80	342.10	359.20	377.15
Lgy Bonus 30	443.25	465.45	488.70	513.15	538.80	565.73

111

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	72,696.00	76,332.00	80,148.00	84,156.00	88,368.00	92,784.00
MONTHLY	6,058.00	6,361.00	6,679.00	7,013.00	7,364.00	7,732.00
BI-WEEKLY	2,796.00	2,935.85	3,082.62	3,236.77	3,398.77	3,568.62
HOURLY	34.9500	36.6981	38.5327	40.4596	42.4846	44.6077
Lgy Bonus 20	151.45	159.03	166.98	175.33	184.10	193.30
Lgy Bonus 25	302.90	318.05	333.95	350.65	368.20	386.60
Lgy Bonus 30	454.35	477.08	500.93	525.98	552.30	579.90

112

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,532.00	78,264.00	82,176.00	86,280.00	90,600.00	95,136.00
MONTHLY	6,211.00	6,522.00	6,848.00	7,190.00	7,550.00	7,928.00
BI-WEEKLY	2,866.62	3,010.15	3,160.62	3,318.46	3,484.62	3,659.08
HOURLY	35.8327	37.6269	39.5077	41.4808	43.5577	45.7385
Lgy Bonus 20	155.28	163.05	171.20	179.75	188.75	198.20
Lgy Bonus 25	310.55	326.10	342.40	359.50	377.50	396.40
Lgy Bonus 30	465.83	489.15	513.60	539.25	566.25	594.60

113

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,392.00	80,208.00	84,216.00	88,428.00	92,844.00	97,488.00
MONTHLY	6,366.00	6,684.00	7,018.00	7,369.00	7,737.00	8,124.00
BI-WEEKLY	2,938.15	3,084.92	3,239.08	3,401.08	3,570.92	3,749.54
HOURLY	36.7269	38.5615	40.4885	42.5135	44.6365	46.8692
Lgy Bonus 20	159.15	167.10	175.45	184.23	193.43	203.10
Lgy Bonus 25	318.30	334.20	350.90	368.45	386.85	406.20
Lgy Bonus 30	477.45	501.30	526.35	552.68	580.28	609.30

114

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	78,300.00	82,212.00	86,328.00	90,648.00	95,184.00	99,948.00
MONTHLY	6,525.00	6,851.00	7,194.00	7,554.00	7,932.00	8,329.00
BI-WEEKLY	3,011.54	3,162.00	3,320.31	3,486.46	3,660.92	3,844.15
HOURLY	37.6442	39.5250	41.5038	43.5808	45.7615	48.0519
Lgy Bonus 20	163.13	171.28	179.85	188.85	198.30	208.23
Lgy Bonus 25	326.25	342.55	359.70	377.70	396.60	416.45
Lgy Bonus 30	489.38	513.83	539.55	566.55	594.90	624.68

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,256.00	84,264.00	88,476.00	92,904.00	97,548.00	102,420.00
MONTHLY	6,688.00	7,022.00	7,373.00	7,742.00	8,129.00	8,535.00
BI-WEEKLY	3,086.77	3,240.92	3,402.92	3,573.23	3,751.85	3,939.23
HOURLY	38.5846	40.5115	42.5365	44.6654	46.8981	49.2404
Lgy Bonus 20	167.20	175.55	184.33	193.55	203.23	213.38
Lgy Bonus 25	334.40	351.10	368.65	387.10	406.45	426.75
Lgy Bonus 30	501.60	526.65	552.98	580.65	609.68	640.13

116

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	82,260.00	86,376.00	90,696.00	95,232.00	99,996.00	105,000.00
MONTHLY	6,855.00	7,198.00	7,558.00	7,936.00	8,333.00	8,750.00
BI-WEEKLY	3,163.85	3,322.15	3,488.31	3,662.77	3,846.00	4,038.46
HOURLY	39.5481	41.5269	43.6038	45.7846	48.0750	50.4808
Lgy Bonus 20	171.38	179.95	188.95	198.40	208.33	218.75
Lgy Bonus 25	342.75	359.90	377.90	396.80	416.65	437.50
Lgy Bonus 30	514.13	539.85	566.85	595.20	624.98	656.25

117 Transportation Operations Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	84,312.00	88,524.00	92,952.00	97,596.00	102,480.00	107,604.00
MONTHLY	7,026.00	7,377.00	7,746.00	8,133.00	8,540.00	8,967.00
BI-WEEKLY	3,242.77	3,404.77	3,575.08	3,753.69	3,941.54	4,138.62
HOURLY	40.5346	42.5596	44.6885	46.9212	49.2692	51.7327
Lgy Bonus 20	175.65	184.43	193.65	203.33	213.50	224.18
Lgy Bonus 25	351.30	368.85	387.30	406.65	427.00	448.35
Lgy Bonus 30	526.95	553.28	580.95	609.98	640.50	672.53

118 Administrative Management Analyst I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,424.00	90,744.00	95,280.00	100,044.00	105,048.00	110,304.00
MONTHLY	7,202.00	7,562.00	7,940.00	8,337.00	8,754.00	9,192.00
BI-WEEKLY	3,324.00	3,490.15	3,664.62	3,847.85	4,040.31	4,242.46
HOURLY	41.5500	43.6269	45.8077	48.0981	50.5038	53.0308
Lgy Bonus 20	180.05	189.05	198.50	208.43	218.85	229.80
Lgy Bonus 25	360.10	378.10	397.00	416.85	437.70	459.60
Lgy Bonus 30	540.15	567.15	595.50	625.28	656.55	689.40

119 Accountant/Cost Accountant**119 Fleet Maintenance Supervisor****119 Transit Administrative Supervisor****119 Transit Training and Safety Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	88,584.00	93,012.00	97,668.00	102,552.00	107,676.00	113,064.00
MONTHLY	7,382.00	7,751.00	8,139.00	8,546.00	8,973.00	9,422.00
BI-WEEKLY	3,407.08	3,577.38	3,756.46	3,944.31	4,141.38	4,348.62
HOURLY	42.5885	44.7173	46.9558	49.3038	51.7673	54.3577
Lgy Bonus 20	184.55	193.78	203.48	213.65	224.33	235.55
Lgy Bonus 25	369.10	387.55	406.95	427.30	448.65	471.10
Lgy Bonus 30	553.65	581.33	610.43	640.95	672.98	706.65

120 Administrative Management Analyst II**120 Executive Office Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	90,804.00	95,340.00	100,104.00	105,108.00	110,364.00	115,884.00
MONTHLY	7,567.00	7,945.00	8,342.00	8,759.00	9,197.00	9,657.00
BI-WEEKLY	3,492.46	3,666.92	3,850.15	4,042.62	4,244.77	4,457.08
HOURLY	43.6558	45.8365	48.1269	50.5327	53.0596	55.7135
Lgy Bonus 20	189.18	198.63	208.55	218.98	229.93	241.43
Lgy Bonus 25	378.35	397.25	417.10	437.95	459.85	482.85
Lgy Bonus 30	567.53	595.88	625.65	656.93	689.78	724.28

121

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	93,072.00	97,728.00	102,612.00	107,748.00	113,136.00	118,788.00
MONTHLY	7,756.00	8,144.00	8,551.00	8,979.00	9,428.00	9,899.00
BI-WEEKLY	3,579.69	3,758.77	3,946.62	4,144.15	4,351.38	4,568.77
HOURLY	44.7462	46.9846	49.3327	51.8019	54.3923	57.1096
Lgy Bonus 20	193.90	203.60	213.78	224.48	235.70	247.48
Lgy Bonus 25	387.80	407.20	427.55	448.95	471.40	494.95
Lgy Bonus 30	581.70	610.80	641.33	673.43	707.10	742.43

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	95,400.00	100,176.00	105,180.00	110,436.00	115,956.00	121,752.00
MONTHLY	7,950.00	8,348.00	8,765.00	9,203.00	9,663.00	10,146.00
BI-WEEKLY	3,669.23	3,852.92	4,045.38	4,247.54	4,459.85	4,682.77
HOURLY	45.8654	48.1615	50.5673	53.0942	55.7481	58.5346
Lgy Bonus 20	198.75	208.70	219.13	230.08	241.58	253.65
Lgy Bonus 25	397.50	417.40	438.25	460.15	483.15	507.30
Lgy Bonus 30	596.25	626.10	657.38	690.23	724.73	760.95

123

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	97,788.00	102,672.00	107,808.00	113,196.00	118,860.00	124,800.00
MONTHLY	8,149.00	8,556.00	8,984.00	9,433.00	9,905.00	10,400.00
BI-WEEKLY	3,761.08	3,948.92	4,146.46	4,353.69	4,571.54	4,800.00
HOURLY	47.0135	49.3615	51.8308	54.4212	57.1442	60.0000
Lgy Bonus 20	203.73	213.90	224.60	235.83	247.63	260.00
Lgy Bonus 25	407.45	427.80	449.20	471.65	495.25	520.00
Lgy Bonus 30	611.18	641.70	673.80	707.48	742.88	780.00

124 Assistant Transit Operations Manager**124 Senior Administrative Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	100,236.00	105,252.00	110,520.00	116,052.00	121,860.00	127,956.00
MONTHLY	8,353.00	8,771.00	9,210.00	9,671.00	10,155.00	10,663.00
BI-WEEKLY	3,855.23	4,048.15	4,250.77	4,463.54	4,686.92	4,921.38
HOURLY	48.1904	50.6019	53.1346	55.7942	58.5865	61.5173
Lgy Bonus 20	208.83	219.28	230.25	241.78	253.88	266.58
Lgy Bonus 25	417.65	438.55	460.50	483.55	507.75	533.15
Lgy Bonus 30	626.48	657.83	690.75	725.33	761.63	799.73

125 Public Information Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	102,744.00	107,880.00	113,280.00	118,944.00	124,896.00	131,136.00
MONTHLY	8,562.00	8,990.00	9,440.00	9,912.00	10,408.00	10,928.00
BI-WEEKLY	3,951.69	4,149.23	4,356.92	4,574.77	4,803.69	5,043.69
HOURLY	49.3962	51.8654	54.4615	57.1846	60.0462	63.0462
Lgy Bonus 20	214.05	224.75	236.00	247.80	260.20	273.20
Lgy Bonus 25	428.10	449.50	472.00	495.60	520.40	546.40
Lgy Bonus 30	642.15	674.25	708.00	743.40	780.60	819.60

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	105,312.00	110,580.00	116,112.00	121,920.00	128,016.00	134,412.00
MONTHLY	8,776.00	9,215.00	9,676.00	10,160.00	10,668.00	11,201.00
BI-WEEKLY	4,050.46	4,253.08	4,465.85	4,689.23	4,923.69	5,169.69
HOURLY	50.6308	53.1635	55.8231	58.6154	61.5462	64.6212
Lgy Bonus 20	219.40	230.38	241.90	254.00	266.70	280.03
Lgy Bonus 25	438.80	460.75	483.80	508.00	533.40	560.05
Lgy Bonus 30	658.20	691.13	725.70	762.00	800.10	840.08

127

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	107,940.00	113,340.00	119,004.00	124,956.00	131,208.00	137,772.00
MONTHLY	8,995.00	9,445.00	9,917.00	10,413.00	10,934.00	11,481.00
BI-WEEKLY	4,151.54	4,359.23	4,577.08	4,806.00	5,046.46	5,298.92
HOURLY	51.8942	54.4904	57.2135	60.0750	63.0808	66.2365
Lgy Bonus 20	224.88	236.13	247.93	260.33	273.35	287.03
Lgy Bonus 25	449.75	472.25	495.85	520.65	546.70	574.05
Lgy Bonus 30	674.63	708.38	743.78	780.98	820.05	861.08

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	110,640.00	116,172.00	121,980.00	128,076.00	134,484.00	141,204.00
MONTHLY	9,220.00	9,681.00	10,165.00	10,673.00	11,207.00	11,767.00
BI-WEEKLY	4,255.38	4,468.15	4,691.54	4,926.00	5,172.46	5,430.92
HOURLY	53.1923	55.8519	58.6442	61.5750	64.6558	67.8865
Lgy Bonus 20	230.50	242.03	254.13	266.83	280.18	294.18
Lgy Bonus 25	461.00	484.05	508.25	533.65	560.35	588.35
Lgy Bonus 30	691.50	726.08	762.38	800.48	840.53	882.53

129

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	113,412.00	119,088.00	125,040.00	131,292.00	137,856.00	144,744.00
MONTHLY	9,451.00	9,924.00	10,420.00	10,941.00	11,488.00	12,062.00
BI-WEEKLY	4,362.00	4,580.31	4,809.23	5,049.69	5,302.15	5,567.08
HOURLY	54.5250	57.2538	60.1154	63.1212	66.2769	69.5885
Lgy Bonus 20	236.28	248.10	260.50	273.53	287.20	301.55
Lgy Bonus 25	472.55	496.20	521.00	547.05	574.40	603.10
Lgy Bonus 30	708.83	744.30	781.50	820.58	861.60	904.65

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	116,244.00	122,052.00	128,160.00	134,568.00	141,300.00	148,368.00
MONTHLY	9,687.00	10,171.00	10,680.00	11,214.00	11,775.00	12,364.00
BI-WEEKLY	4,470.92	4,694.31	4,929.23	5,175.69	5,434.62	5,706.46
HOURLY	55.8865	58.6788	61.6154	64.6962	67.9327	71.3308
Lgy Bonus 20	242.18	254.28	267.00	280.35	294.38	309.10
Lgy Bonus 25	484.35	508.55	534.00	560.70	588.75	618.20
Lgy Bonus 30	726.53	762.83	801.00	841.05	883.13	927.30

131 Plan Check Engineer
131 Transit Operations Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	119,148.00	125,100.00	131,352.00	137,916.00	144,816.00	152,052.00
MONTHLY	9,929.00	10,425.00	10,946.00	11,493.00	12,068.00	12,671.00
BI-WEEKLY	4,582.62	4,811.54	5,052.00	5,304.46	5,569.85	5,848.15
HOURLY	57.2827	60.1442	63.1500	66.3058	69.6231	73.1019
Lgy Bonus 20	248.23	260.63	273.65	287.33	301.70	316.78
Lgy Bonus 25	496.45	521.25	547.30	574.65	603.40	633.55
Lgy Bonus 30	744.68	781.88	820.95	861.98	905.10	950.33

132 FCC Therapist/Trainer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	122,124.00	128,232.00	134,640.00	141,372.00	148,440.00	155,868.00
MONTHLY	10,177.00	10,686.00	11,220.00	11,781.00	12,370.00	12,989.00
BI-WEEKLY	4,697.08	4,932.00	5,178.46	5,437.38	5,709.23	5,994.92
HOURLY	58.7135	61.6500	64.7308	67.9673	71.3654	74.9365
Lgy Bonus 20	254.43	267.15	280.50	294.53	309.25	324.73
Lgy Bonus 25	508.85	534.30	561.00	589.05	618.50	649.45
Lgy Bonus 30	763.28	801.45	841.50	883.58	927.75	974.18

**133 Human Resources Manager
133 Public Works Superintendent**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	125,172.00	131,436.00	138,012.00	144,912.00	152,160.00	159,768.00
MONTHLY	10,431.00	10,953.00	11,501.00	12,076.00	12,680.00	13,314.00
BI-WEEKLY	4,814.31	5,055.23	5,308.15	5,573.54	5,852.31	6,144.92
HOURLY	60.1788	63.1904	66.3519	69.6692	73.1538	76.8115
Lgy Bonus 20	260.78	273.83	287.53	301.90	317.00	332.85
Lgy Bonus 25	521.55	547.65	575.05	603.80	634.00	665.70
Lgy Bonus 30	782.33	821.48	862.58	905.70	951.00	998.55

134 Assistant to the City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	128,304.00	134,724.00	141,456.00	148,524.00	155,952.00	163,752.00
MONTHLY	10,692.00	11,227.00	11,788.00	12,377.00	12,996.00	13,646.00
BI-WEEKLY	4,934.77	5,181.69	5,440.62	5,712.46	5,998.15	6,298.15
HOURLY	61.6846	64.7712	68.0077	71.4058	74.9769	78.7269
Lgy Bonus 20	267.30	280.68	294.70	309.43	324.90	341.15
Lgy Bonus 25	534.60	561.35	589.40	618.85	649.80	682.30
Lgy Bonus 30	801.90	842.03	884.10	928.28	974.70	1023.45

135

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	131,508.00	138,084.00	144,984.00	152,232.00	159,840.00	167,832.00
MONTHLY	10,959.00	11,507.00	12,082.00	12,686.00	13,320.00	13,986.00
BI-WEEKLY	5,058.00	5,310.92	5,576.31	5,855.08	6,147.69	6,455.08
HOURLY	63.2250	66.3865	69.7038	73.1885	76.8462	80.6885
Lgy Bonus 20	273.98	287.68	302.05	317.15	333.00	349.65
Lgy Bonus 25	547.95	575.35	604.10	634.30	666.00	699.30
Lgy Bonus 30	821.93	863.03	906.15	951.45	999.00	1048.95

136

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	134,796.00	141,540.00	148,620.00	156,048.00	163,848.00	172,044.00
MONTHLY	11,233.00	11,795.00	12,385.00	13,004.00	13,654.00	14,337.00
BI-WEEKLY	5,184.46	5,443.85	5,716.15	6,001.85	6,301.85	6,617.08
HOURLY	64.8058	68.0481	71.4519	75.0231	78.7731	82.7135
Lgy Bonus 20	280.83	294.88	309.63	325.10	341.35	358.43
Lgy Bonus 25	561.65	589.75	619.25	650.20	682.70	716.85
Lgy Bonus 30	842.48	884.63	928.88	975.30	1024.05	1075.28

137

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	138,168.00	145,080.00	152,340.00	159,960.00	167,964.00	176,364.00
MONTHLY	11,514.00	12,090.00	12,695.00	13,330.00	13,997.00	14,697.00
BI-WEEKLY	5,314.15	5,580.00	5,859.23	6,152.31	6,460.15	6,783.23
HOURLY	66.4269	69.7500	73.2404	76.9038	80.7519	84.7904
Lgy Bonus 20	287.85	302.25	317.38	333.25	349.93	367.43
Lgy Bonus 25	575.70	604.50	634.75	666.50	699.85	734.85
Lgy Bonus 30	863.55	906.75	952.13	999.75	1049.78	1102.28

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

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	141,624.00	148,704.00	156,144.00	163,956.00	172,152.00	180,756.00
MONTHLY	11,802.00	12,392.00	13,012.00	13,663.00	14,346.00	15,063.00
BI-WEEKLY	5,447.08	5,719.38	6,005.54	6,306.00	6,621.23	6,952.15
HOURLY	68.0885	71.4923	75.0692	78.8250	82.7654	86.9019
Lgy Bonus 20	295.05	309.80	325.30	341.58	358.65	376.58
Lgy Bonus 25	590.10	619.60	650.60	683.15	717.30	753.15
Lgy Bonus 30	885.15	929.40	975.90	1024.73	1075.95	1129.73

139

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	145,164.00	152,424.00	160,044.00	168,048.00	176,448.00	185,268.00
MONTHLY	12,097.00	12,702.00	13,337.00	14,004.00	14,704.00	15,439.00
BI-WEEKLY	5,583.23	5,862.46	6,155.54	6,463.38	6,786.46	7,125.69
HOURLY	69.7904	73.2808	76.9442	80.7923	84.8308	89.0712
Lgy Bonus 20	302.43	317.55	333.43	350.10	367.60	385.98
Lgy Bonus 25	604.85	635.10	666.85	700.20	735.20	771.95
Lgy Bonus 30	907.28	952.65	1000.28	1050.30	1102.80	1157.93

140

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	148,788.00	156,228.00	164,040.00	172,248.00	180,864.00	189,912.00
MONTHLY	12,399.00	13,019.00	13,670.00	14,354.00	15,072.00	15,826.00
BI-WEEKLY	5,722.62	6,008.77	6,309.23	6,624.92	6,956.31	7,304.31
HOURLY	71.5327	75.1096	78.8654	82.8115	86.9538	91.3038
Lgy Bonus 20	309.98	325.48	341.75	358.85	376.80	395.65
Lgy Bonus 25	619.95	650.95	683.50	717.70	753.60	791.30
Lgy Bonus 30	929.93	976.43	1025.25	1076.55	1130.40	1186.95

141 Assistant Director of Transportation
141 Assistant Public Works Director/City Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	152,508.00	160,128.00	168,132.00	176,544.00	185,376.00	194,640.00
MONTHLY	12,709.00	13,344.00	14,011.00	14,712.00	15,448.00	16,220.00
BI-WEEKLY	5,865.69	6,158.77	6,466.62	6,790.15	7,129.85	7,486.15
HOURLY	73.3212	76.9846	80.8327	84.8769	89.1231	93.5769
Lgy Bonus 20	317.73	333.60	350.28	367.80	386.20	405.50
Lgy Bonus 25	635.45	667.20	700.55	735.60	772.40	811.00
Lgy Bonus 30	953.18	1000.80	1050.83	1103.40	1158.60	1216.50

142

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,324.00	164,136.00	172,344.00	180,960.00	190,008.00	199,512.00
MONTHLY	13,027.00	13,678.00	14,362.00	15,080.00	15,834.00	16,626.00
BI-WEEKLY	6,012.46	6,312.92	6,628.62	6,960.00	7,308.00	7,673.54
HOURLY	75.1558	78.9115	82.8577	87.0000	91.3500	95.9192
Lgy Bonus 20	325.68	341.95	359.05	377.00	395.85	415.65
Lgy Bonus 25	651.35	683.90	718.10	754.00	791.70	831.30
Lgy Bonus 30	977.03	1025.85	1077.15	1131.00	1187.55	1246.95

143

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	160,236.00	168,252.00	176,664.00	185,496.00	194,772.00	204,516.00
MONTHLY	13,353.00	14,021.00	14,722.00	15,458.00	16,231.00	17,043.00
BI-WEEKLY	6,162.92	6,471.23	6,794.77	7,134.46	7,491.23	7,866.00
HOURLY	77.0365	80.8904	84.9346	89.1808	93.6404	98.3250
Lgy Bonus 20	333.83	350.53	368.05	386.45	405.78	426.08
Lgy Bonus 25	667.65	701.05	736.10	772.90	811.55	852.15
Lgy Bonus 30	1001.48	1051.58	1104.15	1159.35	1217.33	1278.23

144

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	164,244.00	172,452.00	181,080.00	190,140.00	199,644.00	209,628.00
MONTHLY	13,687.00	14,371.00	15,090.00	15,845.00	16,637.00	17,469.00
BI-WEEKLY	6,317.08	6,632.77	6,964.62	7,313.08	7,678.62	8,062.62
HOURLY	78.9635	82.9096	87.0577	91.4135	95.9827	100.7827
Lgy Bonus 20	342.18	359.28	377.25	396.13	415.93	436.73
Lgy Bonus 25	684.35	718.55	754.50	792.25	831.85	873.45
Lgy Bonus 30	1026.53	1077.83	1131.75	1188.38	1247.78	1310.18

145

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	168,348.00	176,760.00	185,604.00	194,880.00	204,624.00	214,860.00
MONTHLY	14,029.00	14,730.00	15,467.00	16,240.00	17,052.00	17,905.00
BI-WEEKLY	6,474.92	6,798.46	7,138.62	7,495.38	7,870.15	8,263.85
HOURLY	80.9365	84.9808	89.2327	93.6923	98.3769	103.2981
Lgy Bonus 20	350.73	368.25	386.68	406.00	426.30	447.63
Lgy Bonus 25	701.45	736.50	773.35	812.00	852.60	895.25
Lgy Bonus 30	1052.18	1104.75	1160.03	1218.00	1278.90	1342.88

146

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	172,560.00	181,188.00	190,248.00	199,764.00	209,748.00	220,236.00
MONTHLY	14,380.00	15,099.00	15,854.00	16,647.00	17,479.00	18,353.00
BI-WEEKLY	6,636.92	6,968.77	7,317.23	7,683.23	8,067.23	8,470.62
HOURLY	82.9615	87.1096	91.4654	96.0404	100.8404	105.8827
Lgy Bonus 20	359.50	377.48	396.35	416.18	436.98	458.83
Lgy Bonus 25	719.00	754.95	792.70	832.35	873.95	917.65
Lgy Bonus 30	1078.50	1132.43	1189.05	1248.53	1310.93	1376.48

147

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	176,880.00	185,724.00	195,012.00	204,768.00	215,004.00	225,756.00
MONTHLY	14,740.00	15,477.00	16,251.00	17,064.00	17,917.00	18,813.00
BI-WEEKLY	6,803.08	7,143.23	7,500.46	7,875.69	8,269.38	8,682.92
HOURLY	85.0385	89.2904	93.7558	98.4462	103.3673	108.5365

Lgy Bonus 20	368.50	386.93	406.28	426.60	447.93	470.33
Lgy Bonus 25	737.00	773.85	812.55	853.20	895.85	940.65
Lgy Bonus 30	1105.50	1160.78	1218.83	1279.80	1343.78	1410.98

148

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	181,308.00	190,368.00	199,884.00	209,880.00	220,380.00	231,396.00
MONTHLY	15,109.00	15,864.00	16,657.00	17,490.00	18,365.00	19,283.00
BI-WEEKLY	6,973.38	7,321.85	7,687.85	8,072.31	8,476.15	8,899.85
HOURLY	87.1673	91.5231	96.0981	100.9038	105.9519	111.2481

Lgy Bonus 20	377.73	396.60	416.43	437.25	459.13	482.08
Lgy Bonus 25	755.45	793.20	832.85	874.50	918.25	964.15
Lgy Bonus 30	1133.18	1189.80	1249.28	1311.75	1377.38	1446.23

149

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	185,844.00	195,132.00	204,888.00	215,136.00	225,888.00	237,180.00
MONTHLY	15,487.00	16,261.00	17,074.00	17,928.00	18,824.00	19,765.00
BI-WEEKLY	7,147.85	7,505.08	7,880.31	8,274.46	8,688.00	9,122.31
HOURLY	89.3481	93.8135	98.5038	103.4308	108.6000	114.0288

Lgy Bonus 20	387.18	406.53	426.85	448.20	470.60	494.13
Lgy Bonus 25	774.35	813.05	853.70	896.40	941.20	988.25
Lgy Bonus 30	1161.53	1219.58	1280.55	1344.60	1411.80	1482.38

150 Joint Powers Authority Accountant

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

200 Police Trainee						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,640.00	-	-	-	-	-
MONTHLY	6,720.00	-	-	-	-	-
BI-WEEKLY	3,101.54	-	-	-	-	-
HOURLY	38.7692	-	-	-	-	-
201 Police Officer						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	94,872.00	99,600.00	104,592.00	109,812.00	115,320.00	121,080.00
MONTHLY	7,906.00	8,300.00	8,716.00	9,151.00	9,610.00	10,090.00
BI-WEEKLY	3,648.92	3,830.77	4,022.77	4,223.54	4,435.38	4,656.92
HOURLY	45.6115	47.8846	50.2846	52.7942	55.4423	58.2115
EDUCATIONAL INCENTIVE BONUS						
AA	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96
BA	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96
SPECIALIST	649.52	649.52	649.52	649.52	649.52	649.52
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	915.30	935.00	955.80	977.55	1,000.50	1,024.50
Lgy Bonus 26	1,310.60	1,350.00	1,391.60	1,435.10	1,481.00	1,529.00
203 Police Sergeant						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	121,128.00	127,188.00	133,536.00	140,220.00	147,240.00	154,596.00
MONTHLY	10,094.00	10,599.00	11,128.00	11,685.00	12,270.00	12,883.00
BI-WEEKLY	4,658.77	4,891.85	5,136.00	5,393.08	5,663.08	5,946.00
HOURLY	58.2346	61.1481	64.2000	67.4135	70.7885	74.3250
EDUCATIONAL INCENTIVE BONUS						
AA	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53
BA	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53
SPECIAL DUTY PAY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	1,024.70	1,049.95	1,076.40	1,104.25	1,133.50	1,164.15
Lgy Bonus 26	1,529.40	1,579.90	1,632.80	1,688.50	1,747.00	1,808.30

227 Police Lieutenant						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	162,720.00	170,856.00	179,400.00	188,376.00	197,796.00	207,684.00
MONTHLY	13,560.00	14,238.00	14,950.00	15,698.00	16,483.00	17,307.00
BI-WEEKLY	6,258.46	6,571.38	6,900.00	7,245.23	7,607.54	7,987.85
HOURLY	78.2308	82.1423	86.2500	90.5654	95.0942	99.8481

EDUCATIONAL INCENTIVE BONUS						
BA	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00

CA POST Mgmt. Cert.	678.00	711.90	747.50	784.90	824.15	865.35
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Lgy Bonus 20	678.00	711.90	747.50	784.90	824.15	865.35
Lgy Bonus 26	1,356.00	1,423.80	1,495.00	1,569.80	1,648.30	1,730.70

231 Police Captain						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	193,476.00	203,148.00	213,300.00	223,968.00	235,164.00	246,924.00
MONTHLY	16,123.00	16,929.00	17,775.00	18,664.00	19,597.00	20,577.00
BI-WEEKLY	7,441.38	7,813.38	8,203.85	8,614.15	9,044.77	9,497.08
HOURLY	93.0173	97.6673	102.5481	107.6769	113.0596	118.7135

EDUCATIONAL INCENTIVE BONUS						
BA	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04

CA POST Mgmt. Cert.	806.15	846.45	888.75	933.20	979.85	1,028.85
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Lgy Bonus 20	806.15	846.45	888.75	933.20	979.85	1,028.85
Lgy Bonus 26	1,612.30	1,692.90	1,777.50	1,866.40	1,959.70	2,057.70

232 Deputy Police Chief						
STEP	*1*					
ANNUAL	238,812.00					
MONTHLY	19,901.00					
BI-WEEKLY	9,185.08					
HOURLY	114.8135					

EDUCATIONAL INCENTIVE BONUS						
BA	2,588.12					

CA POST Mgmt. Cert.	995.05					
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Lgy Bonus 20	995.05					
Lgy Bonus 26	1,990.10					

301 Mayor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	31,200.00					
MONTHLY	2,600.00					
BI-WEEKLY	1,200.00					
HOURLY	15.0000					

302 Councilmember

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	19,200.00					
MONTHLY	1,600.00					
BI-WEEKLY	738.46					
HOURLY	9.2308					

303 City Clerk

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

304 City Treasurer

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

305 Youth Commissioner

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

306 Gardena Beautification Commissioner
306 Gardena Economic Business Advisory Commissioner
306 Human Services Commissioner
306 Recreation Commissioner
306 Rent Mediation Board Member
306 Senior Citizens Commissioner

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

308 Planning Commissioner

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

330 Department Heads

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	176,040.00	184,848.00	194,088.00	203,796.00	213,984.00	224,688.00
MONTHLY	14,670.00	15,404.00	16,174.00	16,983.00	17,832.00	18,724.00
BI-WEEKLY	6,770.77	7,109.54	7,464.92	7,838.31	8,230.15	8,641.85
HOURLY	84.6346	88.8692	93.3115	97.9788	102.8769	108.0231
Lgy Bonus 20	366.75	385.10	404.35	424.58	445.80	468.10
Lgy Bonus 25	733.50	770.20	808.70	849.15	891.60	936.20
Lgy Bonus 30	1100.25	1155.30	1213.05	1273.73	1337.40	1404.30

335 Deputy City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	184,848.00	194,088.00	203,796.00	213,984.00	224,688.00	235,920.00
MONTHLY	15,404.00	16,174.00	16,983.00	17,832.00	18,724.00	19,660.00
BI-WEEKLY	7,109.54	7,464.92	7,838.31	8,230.15	8,641.85	9,073.85
HOURLY	88.8692	93.3115	97.9788	102.8769	108.0231	113.4231
Lgy Bonus 20	385.10	404.35	424.58	445.80	468.10	491.50
Lgy Bonus 25	770.20	808.70	849.15	891.60	936.20	983.00
Lgy Bonus 30	1155.30	1213.05	1273.73	1337.40	1404.30	1474.50

339 Assistant City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	193,236.00	202,896.00	213,036.00	223,692.00	234,876.00	246,624.00
MONTHLY	16,103.00	16,908.00	17,753.00	18,641.00	19,573.00	20,552.00
BI-WEEKLY	7,432.15	7,803.69	8,193.69	8,603.54	9,033.69	9,485.54
HOURLY	92.9019	97.5462	102.4212	107.5442	112.9212	118.5692
Lgy Bonus 20	402.58	422.70	443.83	466.03	489.33	513.80
Lgy Bonus 25	805.15	845.40	887.65	932.05	978.65	1027.60
Lgy Bonus 30	1207.73	1268.10	1331.48	1398.08	1467.98	1541.40

340 Police Chief

STEP	*1*
ANNUAL	279,531.16
MONTHLY	23,294.26
BI-WEEKLY	10,751.20
HOURLY	134.3900
Edu Incentive Pay	2,995.31
CA POST Mgmt. Cert.	2,329.43
Lgy Bonus 26	2,329.43

350 City Manager

STEP	*1*
ANNUAL	311,548.00
MONTHLY	25,962.33
BI-WEEKLY	11,982.62
HOURLY	149.7827



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.E
Section: CONSENT CALENDAR
Meeting Date: April 9, 2024

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

AGENDA TITLE: RESOLUTION NO. 6662, Approving Application for Specified Grant Funds from the Budget Act of 2023, 19.561(b)(44) \$2,000,000 for the City of Gardena for the Renovation of the Mas Fukai Park Building Structure

CONTACT: ADMINISTRATIVE SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

In July 2023, the City received notification of the award of \$2 million State earmark requested by Senator Ben Allen's office for the Renovation of the Mas Fukai Park Building Structure.

The City must adopt a resolution that approves the filing of this project application for specified grant project and delegate authority to the City Manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope. Therefore, staff recommends that Council adopt Resolution No. 6662 Approving Application for Specified Grants Funds from the Budget Act of 2023, 19.561(b)(44) \$2,000,000 for the City of Gardena for the Renovation of the Mas Fukai Park Building Structure.

FINANCIAL IMPACT/COST:

\$2 million State earmark for the Mas Fukai Park Building Structure

ATTACHMENTS:

[RESOLUTION 6662.pdf](#)

APPROVED:

Clint Osorio, City Manager

RESOLUTION NO. 6662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING APPLICATION FOR SPECIFIED GRANT FUNDS FROM THE BUDGET ACT OF 2023, 19.561(b)(44) \$2,000,000 FOR THE CITY OF GARDENA FOR THE RENOVATION OF THE MAS FUKAI PARK BUILDING STRUCTURE

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Gardena, setting up necessary procedures governing application, and;

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application before submission of said applications to the State, and;

WHEREAS, the applicant will enter into a contract with the State of California to complete project.

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

SECTION 1. Approves the filing of project application for specified grant project.

SECTION 2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project.

SECTION 3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide.

SECTION 4. Delegates the authority to the City Manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope.

SECTION 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

RESOLUTION NO. 6662

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 9th day of April, 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.F
Section: CONSENT CALENDAR
Meeting Date: April 9, 2024

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

AGENDA TITLE: RESOLUTION NO. 6663, Approving Application for Specified Grant Funds from the Budget Act of 2023, 19.561(b)(57) \$3,000,000 for the City of Gardena for the Rowley Park Gymnasium Renovation

CONTACT: ADMINISTRATIVE SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

In July 2023, the City received notification of the award of \$3 million State earmark requested by Senator Steven Bradford's office for the Rowley Park Gymnasium Renovation.

The City must adopt a resolution that approves the filing of this project application for specified grant project and delegate authority to the City Manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope. Therefore, staff recommends that Council adopt Resolution No. 6663 Approving Application for Specified Grants Funds from the Budget Act of 2023, 19.561(b)(57) \$3,000,000 for the City of Gardena for the Rowley Park Gymnasium Renovation.

FINANCIAL IMPACT/COST:

\$3 million State earmark for the Rowley Park Gymnasium Renovation

ATTACHMENTS:

[RESOLUTION 6663.pdf](#)

APPROVED:

Clint Osorio, City Manager

RESOLUTION NO. 6663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING APPLICATION FOR SPECIFIED GRANT FUNDS FROM THE BUDGET ACT OF 2023, 19.561(b)(57) \$3,000,000 FOR THE CITY OF GARDENA FOR THE ROWLEY PARK GYMNASIUM RENOVATION

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Gardena, setting up necessary procedures governing application, and;

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application before submission of said applications to the State, and;

WHEREAS, the applicant will enter into a contract with the State of California to complete project.

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

SECTION 1. Approves the filing of project application for specified grant project.

SECTION 2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project.

SECTION 3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide.

SECTION 4. Delegates the authority to the City Manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope.

SECTION 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

RESOLUTION NO. 6663

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 9th day of April, 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda

Website: www.cityofgardena.org

Tuesday, April 2, 2024 – 7:00 PM

1700 W. 162nd Street, Gardena, California

6. OTHER MATTERS

6.A **Environmental Impact Report; General Plan Amendment; Zone Change; Zone Text Amendment; Specific Plan; Site Plan Review; Vesting Tentative Map; Development Agreement, and Affordable Housing Agreement for the Normandie Crossing Specific Plan**

Project Location: 16829, 16835, 16907, and 16911 S. Normandie Avenue, 16964 Brighton Avenue and 0.43 acre property located at the eastern edge of the specific plan area

Project Applicant: Fred Shaffer and Steve Ludwig – 16911 Normandie Associates, LLC

[Staff Report \(16911 Normandie\).pdf](#)

[A - Staff Report Dated March 19, 2024.pdf](#)

[B - Resolution No. PC 4-24.pdf](#)

[Exhibit A - Draft EIR.pdf Exhibit](#)

[B - Final EIR.pdf](#)

[C - Resolution No. PC 5-24.pdf](#)

[Resolution No. PC 6-24.pdf](#)

[E - Public Comments Email Post PC Meeting.pdf](#)

Commission Action: The Planning Commission made the following actions on this item by a 3-0-2 vote, being Commissioners Langley and Wright-Scherr not being able to vote because of a conflict:

- The Planning Commission approved Resolution No. 4-24, recommending the City Council certify an Environmental Impact Report for the purposes of the project.
- The Planning Commission approved Resolution No. 5-24, recording the Commission's 2 to 1 vote on recommendation of approving General Plan Amendment #3-21. The vote of the Planning Commission does not constitute a recommendation of approval for the General Plan amendments.
- The Planning Commission approved Resolution No. 6-24, recommending the City Council deny the project entitlement requests other than the General Plan Amendment.

7. **PUBLIC HEARING ITEMS**

7.A **ZONE TEXT AMENDMENT #3-24**

Commission Action: The Planning Commission approved Resolution No. PC 7-24 recommending that the City Council on adopt Ordinance No.1871 to amend Chapter 5.52 and Title 18 of the Gardena Municipal Code relating to significant tobacco retailers, cigar lounges, and hookah lounges and making a finding that the Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

[Staff Report \(Tobacco\).pdf](#)

[Resolution PC No. 7-24.pdf](#)

[Draft Ordinance No.1871.pdf](#)

[Public Hearing Notice.pdf](#)

7.B **ZONE TEXT AMENDMENT #1-24**

Commission Action: The Planning Commission approved Resolution No. 8-24 recommending that the City Council to adopt Ordinance No. 1865 amending Gardena Municipal Code Chapter 18.60 and Sections 5.08.170, 8.16.030, and 8.16.050 relating to temporary use permits and temporary events permits and amending section 5.04.160 and 5.04.278 relating to permits and finding the Ordinance to be categorically exempt from the provisions of the California Environmental Quality Act pursuant to Guidelines Section 15061(b)(3) and Section 15304 as a Minor Alterations to Land.

[Staff Report \(TUP_TEP\).pdf](#)

[A - Resolution PC No. 8-24.pdf](#)

[Ordinance No. 1865.pdf](#)

[B - Staff Report Dated January 16, 2024.pdf](#)

[C - Public Notice.pdf](#)

PUBLIC COMMENT #1
UNDER: ORAL COMMUNICATION

'24 MAR 28 AM 9:30
CITY CLERK'S OFC

Katherine Rhee

From: Casimir Gatekeepers Network <casimirgatekeepersnetwork@gmail.com>
Sent: Thursday, March 28, 2024 9:01 AM
To: Public Comment; Becky Romero
Cc: Linda Martinez; ma.leiba@yahoo.com; Hilary Lumpkins; Joyce Porter; aunticheryl37@aol.com; Dr. Kathye Jenkins; ejxrodriguez@att.net; vickiebreshers@yahoo.com; Lupe Bennett; Rev James Jenkins Sr; Pat Williams; Cesily Thomas- McKoy; Norma Flemming; Ms April; Fedelis & Rose Agwamba; Ray Luquin; callmenow4help@aol.com; Tiffany Griffin; Mary King; Sherriall McMullen; Chris Bennett
Subject: Fwd: Regarding Bulky Trash Pickup

Caution! This message was sent from outside your organization.

To Whom It May Concern:

Good morning. My name is Chris Bennett, block club captain for the Casimir Gatekeepers Network. I'm requesting to address the City Council at their next city meeting on April 9, 2024.

I'm not referring to the 3- min presentations. I need time to address the council during the meeting.

Recently it was brought to my attention that our waste collection service WRT has changed some services in the beginning of 2024.

I've tried reaching out to the mayor's office about these changes. Alex from the mayor's office reached out to Hong Lee. I heard back from Alex, however I didn't hear back from Hong Lee.

The two biggest concerns I'm addressing is to have WRT to put in writing on their website about these changes to the FREE BULK Pick Up program. And second, how did WRT come to the conclusion to go free to \$277.60 for the "Bulky Bin". That's a huge increase from a free service.

Please refer to the forwarded email below. It gives details about the concerns that we are experiencing with the policy changes with WRT.

----- Forwarded message -----

From: Casimir Gatekeepers Network <casimirgatekeepersnetwork@gmail.com>
Date: Tue, Mar 19, 2024 at 8:37 AM
Subject: Regarding Bulky Trash Pickup
To: Linda Martinez <Lmartinez0529@gmail.com>, <ma.leiba@yahoo.com>, Hilary Lumpkins <hlumpkins10@gmail.com>, Joyce Porter <jporter1939@live.com>, <aunticheryl37@aol.com>, Dr. Kathye Jenkins <kathyejenkins@aol.com>, <ejxrodriguez@att.net>, <vickiebreshers@yahoo.com>, Lupe Bennett <loopsr78@gmail.com>, Rev James Jenkins Sr <sr4925@sbcglobal.net>, Pat Williams <pwilliams45.pw@gmail.com>, Cesily Thomas- McKoy <mckoyc4u@sbcglobal.net>, Norma Flemming

<nflemming5@att.net>, Ms April <admpee13@gmail.com>, Fedelis & Rose Agwamba <ugochiagwamba@yahoo.com>, Ray Luquin <rayluquin@yahoo.com>, <callmenow4help@aol.com>, Tiffany Griffin <tiffanygriffin313@yahoo.com>, Mary King <kingmary60@yahoo.com>, Sherriall McMullen <msherriall@yahoo.com>, Chris Bennett <12sonsmedia@gmail.com>

Hi Everyone,

It looks like we may need to address the bulky trash pickup concern with the city of Gardena. According to the email I received from WRT (Waste Removal) they are **not offering the orange bulky bins for bulk trash pickup anymore for free.**

However, WRT is still offering bulk trash pick for free as before. For example, if someone is trying to throw out sofas, chairs, mattresses, etc, city residents are able to schedule a pick up.
Nonetheless, WRT is not offering the orange bins for free to dispose of large waste.

WRT is communicating that they changed this policy back in JAN 2024. However, when you go onto their website, it still reflects that WRT still offers an orange bin for **free bulky trash pickup.**

WRT even passed out literature at the beginning of 2024, which did not reflect a change in their policy. When I asked about this, WRT did not address it.

What WRT is now proposing is that when someone is scheduling for smaller item pickups (bulky trash), now we have to list the items that you're trying to throw away. Once they review your items, it will be determined if you will be charged for the pickup.

Also, if someone requests an orange dumpster bin, there may be a charge of \$277.60 for the orange dump bin.

My next step is to reach out to the mayor's office and hopefully get in contact with someone who oversees waste collection/ removal. I'm hoping for better insight from the city.

If that doesn't pan out, we may need to address the city council. My issue is that WRT waste collection is not properly communicating this change of service and there needs to be something in writing about these changes.

Thanks,

Chris Bennett
Block Club Captain
Casimir Gatekeepers Network

Privileged/Confidential Information may be contained in this message. If you are not the address indicated for delivery of the message to such person, you may not copy or deliver this message to anyone. In such message and kindly notify the sender by reply to the email. Please advise immediately if you or your emp

email for messages of this kind. Opinions, conclusions and other information in this message that do not my firm shall be understood as neither given nor endorsed by it.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: April 9, 2024

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

AGENDA TITLE: [Amendment to the Contract between the California Public Employees' Retirement System Board of Administration and the City of Gardena](#)

- a. [RESOLUTION NO. 6660](#), Adopting the Resolution of Intention to Approve an Amendment to the Contract between Board of Administration of the California Public Employees' Retirement System and the City of Gardena
- b. [INTRODUCE ORDINANCE NO. 1870](#), Authorizing an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System and the City of Gardena

COUNCIL ACTION REQUIRED:

Staff Recommendation: Adopt Resolution No. 6660

Staff Recommendation: Introduce Ordinance No. 1870

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Resolution No. 6660 and Resolution of Intention to approve an amendment to the City's contract with the Board of Administration of the California Public Employees' Retirement System ("CalPERS") to allow cost sharing of the employer contribution pursuant to Government Code Section 20516 for members of the Gardena Municipal Employees Association ("GMEA"), Gardena Management Employees Organization ("GMEO"), and Unrepresented/Confidential ("Unrepresented").

These resolutions initiate the process to amend the City's contract with CalPERS to allow members of GMEA, GMEO, and Unrepresented to earn credit on the additional one percent (1.0%) paid towards the employer contribution rate through cost sharing. GMEA agreed to a cost sharing arrangement through the Memorandum of Understanding ("MOU"), adopted by City Council October 12, 2021. GMEO agreed to a cost sharing arrangement through their MOU, adopted by City Council December 14, 2021. The Unrepresented personnel agreed to a cost sharing arrangement through Resolution No. 6565, adopted by City Council March 22, 2022.

There are several steps to amend the City's contract with CalPERS, including approval and certification of attachments included herein. This CalPERS contract-amendment process will be required each of the three (3) years in which the employee groups' cost-sharing contribution will increase each year by 1.0%. This request is the third year of the three-year

employee cost-sharing agreement.

Proposed Ordinance No. 1870 authorizes an amendment to the contract between CalPERS and the City. This is the first reading of the Ordinance, with a second reading and adoption scheduled for May 14, 2024.

FINANCIAL IMPACT/COST:

ATTACHMENTS:

[A - City Resolution No. 6660.pdf](#)

[B - CON-302 Resolution of Intention.pdf](#)

[C - ORDINANCE NO. 1870.pdf](#)

[D - CalPERS Amendment to Contract.pdf](#)

[E - PERS-CON-12A Cert of Compliance w Gov Code Section 7507.pdf](#)

[F - PERS-CON12 Certification of Governing Body's Action.pdf](#)

[G - PERS-CON-500 Cert of Compliance w Gov Code Section 20516.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

RESOLUTION NO. 6660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING THE RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY OF GARDENA

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 1% for local miscellaneous members in the Gardena Municipal Employees Association, Gardena Management Employees Organization and the Unrepresented Confidential group.

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

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City of Gardena does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

SECTION 3. That this Resolution shall be effective April 9, 2024.

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 9th day of April, 2024.

CITY OF GARDENA CITY COUNCIL

By: _____
TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

(Amendment)
CON-302 (Rev. 3/9/2016 rc)

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF GARDENA**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of an additional 1% for local miscellaneous members in the Gardena Municipal Employees Association, Gardena Management Employees Organization, and the Unrepresented Confidential group.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved
(Amendment)
CON-302

ORDINANCE NO. 1870

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM ("CALPERS") AND THE CITY OF GARDENA

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

SECTION 1. That an amendment to the contract between the Gardena City Council of the City of Gardena and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the Gardena City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 4. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

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

ORDINANCE NO. 1870

Passed, approved, and adopted this _____ day of _____, 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Gardena

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1948, and witnessed July 1, 1948, and as amended effective December 1, 1948, July 1, 1956, July 1, 1957, August 1, 1963, January 1, 1967, March 25, 1973, November 1, 1977, December 11, 1977, June 11, 1978, February 4, 1979, April 1, 1979, August 14, 1983, June 1, 1986, December 11, 1988, November 11, 1991, January 2, 1994, June 28, 1998, June 25, 2018, November 18, 2018, and July 24, 2022, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective July 24, 2022, and hereby replaced by the following paragraphs numbered 1 through 15 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1948, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
10. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21573 (Third Level of 1959 Survivor Benefits).
 - b. Section 20042 (One-Year Final Compensation) for classic members only.
 - c. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance).
 - d. Section 21024 (Military Service Credit as Public Service) for local safety members only.
 - e. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From April 1, 1979, and until August 13, 1983, the normal local miscellaneous member contribution rate shall be 3.5% and the normal local safety member contribution rate shall be 3.0%. Legislation repealed said Section effective September 29, 1980.
 - f. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
 - g. Section 20965 (Credit for Unused Sick Leave).
 - h. Section 20903 (Two Years Additional Service Credit).
 - i. Section 20516 (Employees Sharing Additional Cost):

From and after November 18, 2018, 3% for local police members in the Gardena Police Officers Association.

From and after November 18, 2018, 3% for local police members in the Unrepresented Gardena Police Managers group.

From and after July 24, 2022, and until the effective date of this amendment to contract, 1% for local miscellaneous members in the Gardena Municipal Employees Association.

From and after July 24, 2022, and until the effective date of this amendment to contract, 1% for local miscellaneous members in the Gardena Management Employees Organization.

From and after July 24, 2022, and until the effective date of this amendment to contract, 1% for local miscellaneous members in the Unrepresented Confidential group.

From and after the effective date of this amendment to contract, 2% for local miscellaneous members in the Gardena Municipal Employees Association.

From and after the effective date of this amendment to contract, 2% for local miscellaneous members in the Gardena Management Employees Organization.

From and after the effective date of this amendment to contract, 2% for local miscellaneous members in the Unrepresented Confidential group.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

11. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on June 11, 1998. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
12. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
13. Public Agency shall also contribute to said Retirement System as follows:

- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
14. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
15. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF GARDENA

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Compliance with Government Code Section 7507

I hereby certify that in accordance with Government Code section 7507, the future annual costs as determined by the California Public Employees' Retirement System for the increase or change in retirement benefit(s) have been made public at a public meeting of the _____ of the _____

(governing body)

(public agency)

on _____ which is at least two weeks prior to the adoption of the Resolution /
(date)

Ordinance. Adoption of the retirement benefit increase or change will not be placed on the consent calendar.

Clerk/Secretary

Title

Date _____



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Governing Body's Action

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

_____ of the
(governing body)

(public agency)

on _____.
(date)

Clerk/Secretary

Title



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Compliance with Government Code Section 20516

I hereby certify that in accordance with Government Code Section 20516 the City of Gardena
and its local miscellaneous employees have agreed in writing to the following:

Section 20516 (Employees Sharing Additional Cost) of an additional 1% for local
miscellaneous members in the Gardena Municipal Employees Association, Gardena
Management Employees Organization and the Unrepresented Confidential group.

Signature

Title

Witness

Date



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.B
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: April 9, 2024

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

AGENDA TITLE: Single Audit Report Required for Federally Funded Programs for Fiscal Year Ended June 30, 2023

COUNCIL ACTION REQUIRED:

Staff Recommendation: Receive and File

RECOMMENDATION AND STAFF SUMMARY:

Presented for City Council to receive and file is the City of Gardena Single Audit Report for the Fiscal Year ended June 30, 2023, as prepared by the City's independent contracted auditing firm, The Pun Group LLP. The City is required to have a Single Audit performed on its major federal programs pursuant to the audit requirement of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted.

The major program determination for the federal grants for Fiscal Year 2022-2023 resulted in three (3) major programs being tested:

1. Federal Transit-Formula Grants (GTrans) - Federal Expenditures audited for Fiscal Year 2022-2023 of \$5,381,673.
2. Highway Planning and Construction (Federal-Aid Highway Program)- Federal Expenditures audited for Fiscal Year 2022-2023 of \$604,948.
3. Coronavirus State and Local Fiscal Recovery Funds- Federal Expenditures audited for Fiscal Year 2022-2023 of \$969,295

Total Expenditures of All Major Federal programs \$6,955,916

Total Expenditures of Federal Awards \$9,152,855

Percent of Total Expenditures of Federal Awards 76%

The audit was conducted in accordance with generally accepted auditing standards in the United States, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Uniform Guidance.

The Report on Internal Control Over Financial Reporting provides a review of the City's financial reporting systems and procedures that are used to ensure accurate financial statements. An internal control is designed to provide reasonable assurance that the City meets its objectives regarding the reliability of financial reporting, effectiveness, and efficiency of operations and compliance with applicable laws and regulations. The auditor considers the City's internal control over financial reporting during the design of audit procedures for financial statements. The auditors do not express any opinion on the effectiveness of the City's internal controls. The auditors did not find any Material Weakness or Significant Deficiency in relation to the internal control over financial reporting.

The Report on Internal Control over Compliance provides a review of the City's internal control over federal compliance. The auditors during their testing over the Internal control over Compliance on the major federal programs and reviewing the Schedule of Federal Awards identified no Material Weakness or Significant Deficiency.

There were no audit findings and all prior year audit findings were resolved.

FINANCIAL IMPACT/COST:

No Financial Impact

ATTACHMENTS:

[2023 City of Gadena Single Audit Report.pdf](#)

[PPT-Single_Audit_FY2023.pdf](#)

APPROVED:



Clint Osorio, City Manager

City of Gardena

Gardena, California

Single Audit and Independent Auditors' Reports

For the Year Ended June 30, 2023

City of Gardena
Single Audit and Independent Auditors' Reports
For the Year Ended June 30, 2023

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Independent Auditors' Report

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardena, California (the "City"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 7, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California
Page 2

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California
December 7, 2023



**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL
PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Independent Auditors' Report

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Gardena, California's (the "City") compliance with the type of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2023. The City's major federal programs are identified in the summary of the auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States ("*Government Auditing Standards*"); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("*Uniform Guidance*"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined as above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California
Page 3

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 7, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the Schedule of Expenditure of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California

March 26, 2024, except for the Schedule of Expenditures of Federal Awards, which is as of December 7, 2023.

City of Gardena
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor Program Title	Assistance Listing Number	Agency or Pass-Through Number	Federal Expenditures	Expenditures to Subrecipients
U.S. Department of Housing and Urban Development				
<i>CDBG - Entitlement Grants Cluster</i>				
<i>Direct Program:</i>				
COVID-19 Community Development Block Grants / Entitlement Grants - CARES Act	14.218	B-20-MW-06-0577	\$ 33,444	\$ -
Total CDBG - Entitlement Grants Cluster			33,444	-
Total U.S. Department of Housing and Urban Development			33,444	-
U.S. Department of Justice				
<i>Direct Program:</i>				
Equitable Sharing Program	16.922	CA0192400	13,712	-
Bulletproof Vest Partnership Program	16.607		10,212	-
Total U.S. Department of Justice			23,924	-
U.S. Department of Transportation				
<i>Highway Planning and Construction Cluster</i>				
<i>Pass-through the State of California Office of Traffic Safety:</i>				
Highway Planning and Construction (Federal-Aid Highway Program)	20.205	STPL-5276(032)	600,000	-
Highway Planning and Construction (Federal-Aid Highway Program)	20.205	HSIPL-5276(033)	4,948	-
Total Highway Planning and Construction			604,948	-
<i>Federal Transit Cluster</i>				
<i>Direct Programs:</i>				
Federal Transit - Formula Grants (Urbanized Area Formula Program)	20.507	CA-2018-128-00	1,091,776	-
Federal Transit - Formula Grants (Urbanized Area Formula Program)	20.507	CA-2019-092-00	3,581	-
Federal Transit - Formula Grants (Urbanized Area Formula Program)	20.507	CA-2020-241-00	184,816	-
Federal Transit - Formula Grants (Urbanized Area Formula Program)	20.507	CA-2021-090-00	1,558,000	-
Federal Transit - Formula Grants (Urbanized Area Formula Program)	20.507	CA-2021-209-00	2,542,000	-
Federal Transit - Formula Grants (Urbanized Area Formula Program)	20.507	CA-2022-129-00	1,500	-
Total Federal Transit - Formula Grants (Urbanized Area Formula Program)			5,381,673	-
<i>Highway Safety Cluster</i>				
<i>Pass-through the State of California Office of Traffic Safety:</i>				
State and Community Highway Safety	20.600	PT22177	9,449	-
State and Community Highway Safety	20.600	PT23035	19,301	-
Total Highway Safety Cluster			28,750	-
<i>Pass-through the State of California Office of Traffic Safety:</i>				
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT22177	34,226	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT23035	47,923	-
Total Minimum Penalties for Repeat Offenders for Driving While Intoxicated			82,149	-
Total U.S. Department of Transportation			6,097,520	-
U.S. Treasury				
<i>Pass-through the State of California Department of Finance:</i>				
Coronavirus State and Local Fiscal Recovery Funds	21.027		969,295	-
Total U.S. Treasury			969,295	-

(Continued)

City of Gardena
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor Program Title	Assistance Listing Number	Agency or Pass-Through Number	Federal Expenditures	Expenditures to Subrecipients
U.S. Department of Health and Human Services				
<i>Aging Cluster</i>				
<i>Pass-through the County of Los Angeles:</i>				
Special Programs for the Aging-Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	ENP202105	891	-
Special Programs for the Aging-Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	SSP192003	60,290	-
Special Programs for the Aging-Title III, Part C-Nutrition Services	93.045	ENP202105	402,720	-
Nutrition Services Incentive Program	93.053	ENP202105	40,028	-
Total Aging Cluster			503,929	-
U.S. Department of Health and Human Services				
<i>CCDF Cluster</i>				
<i>Pass-through the State of California Department of Education:</i>				
Childcare and Development Block Grant	93.575	CCTR-2085	1,069,923	-
Childcare Mandatory and Matching Funds of the Childcare and Development Fund	93.596	CCTR-2085	426,009	-
Total CCDF Cluster			1,495,932	-
Total U.S. Department of Health and Human Services			1,999,861	-
U.S. Department of Homeland Security				
<i>Pass-through the State of California Governor's Office of Emergency Services:</i>				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4482DR	28,811	-
Total U.S. Department of Homeland Security			28,811	-
Total Expenditures of Federal Awards			\$9,152,855	\$ -

(Concluded)

City of Gardena
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2023

Note 1 – Reporting Entity

The financial reporting entity, as defined by the Governmental Accounting Standards Board (“GASB”) Codification, consists of the primary government, which is the City of Gardena, California (the “City”), organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the City’s financial statements to be misleading or incomplete.

The City Council acts as the governing body and is able to impose its will on the following organization, establishing financial accountability:

- City of Gardena Public Financing Authority

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

Funds received under the various grant programs have been recorded within the special revenue funds and enterprise fund of the City. The City utilizes the modified accrual basis of accounting for the special revenue funds and the accrual basis of accounting for the enterprise funds. The accompanying Schedule of Expenditures of Federal Awards (the “Schedule”) is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the “Uniform Guidance”). Therefore, some amounts presented in the Schedule may differ from amounts presented in, or used in, the preparation of City’s basic financial statements.

Schedule of Expenditures of Federal Awards

The accompanying Schedule presents the activity of all federal financial assistance programs of the City. Federal financial assistance received directly from federal agencies, as well as federal financial assistance passed through the State of California Office of Traffic Safety and the State of California Department of Finance are included in the Schedule. The Schedule was prepared from only the accounts of various grant programs and, therefore, does not present the financial position or results of operations of the City.

Indirect Cost Rate

The City did not elect to use the 10% de minimis cost rate.

City of Gardena
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023

Section I – Summary of Auditors’ Results

Financial Statements

Types of report the auditors issued on whether the financial statements audited were prepared in accordance with GAAP: **Unmodified**

Internal control over financial reporting:

- Material weakness(es) identified? **No**
- Significant deficiency(ies) identified? **None Reported**

Noncompliance material to financial statements noted? **No**

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified? **No**
- Significant deficiency(ies) identified? **None Reported**

Type of auditors’ report issued on compliance for major federal programs: **Unmodified**

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? **No**

Identification of major federal programs:

Assistance Listing Numbers	Name of Major Program or Cluster	Federal Expenditures
20.205	Highway Planning and Construction (Federal-Aid Highway Program)	\$ 604,948
20.507	Federal Transit - Formula Grants	5,381,673
21.027	Coronavirus State and Local Fiscal Recovery Funds	969,295
	Total Expenditures of All Major Federal Programs	\$ 6,955,916
	Total Expenditures of Federal Awards	\$ 9,152,855
	Percent of Total Expenditures of Federal Awards	76.00%

Dollar threshold used to distinguish between type A and type B programs: **\$750,000**

Auditee qualified as a low-risk auditee in accordance with 2 CFR 200.520? **Yes**

City of Gardena
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023

Section II – Financial Statement Findings

A. Current Year Findings – Financial Statement

No current year findings were reported.

B. Prior Year Findings – Financial Statement

No current year findings were reported.

Section III – Federal Award Findings and Questioned Costs

A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit

No current year findings were reported.

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit

Finding: 2022-001 Allowable Costs/Cost Principles – Internal Control and Compliance over Payroll Expenditures

Identification of the Federal Program:

Assistance Listing Number:	14.218
Assistance Listing Title:	Community Development Block Grants / Entitlement Grants
Federal Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	N/A
Federal Award Identification Number:	B-21-MC-06-0577/B-20-MW-06-0577

Condition:

During our audit, we noted that the City charged the payroll related expenditures to the program based on the City Council approved budget and payroll allocation percentage; however, there was no further justification of actual activities performed by the City staff during the year to the budgeted allocation.

Recommendation:

We recommended the City incorporate the Uniform Guidance requirements into its existing policies and procedures to ensure the City is in compliance with the Uniform Guidance.

Status:

Finding was resolved during the year ended June 30, 2023.

City of Gardena
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023

Section III – Federal Award Findings and Questioned Costs (Continued)

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit (Continued)

Finding: 2022-002 Cash Management – Internal Control and Compliance over Drawdown Requests

Identification of the Federal Program:

Assistance Listing Number:	14.218
Assistance Listing Title:	Community Development Block Grants / Entitlement Grants
Federal Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	N/A
Federal Award Identification Number:	B-21-MC-06-0577 / B-20-MW-06-0577

Condition:

During our audit, we noted that the Community Development Block Grants / Entitlement Grants drawdown requests were not performed timely.

- July 2021 through May 2022 related expenditures drawdown request was requested on June 9, 2022
- June 2022 related expenditures drawdown request was requested on January 31, 2023.

Quarterly (End Date)	Reimbursement Deadlines	Requested Date
September 30, 2021	November 30, 2021	June 9, 2022
December 31, 2021	February 28, 2022	June 9, 2022
March 31, 2022	May 30, 2022	June 9, 2022
June 30, 2022	After year-end accrual	January 31, 2023

Recommendation:

We recommended the City follow its grant management policies to ensure drawdown requests and close outs are submitted and prepared timely.

Status:

Finding was resolved during the year ended June 30, 2023.

City of Gardena
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023

Section III – Federal Award Findings and Questioned Costs (Continued)

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit (Continued)

Finding: 2022-003 Cash Management – Internal Control and Compliance over Reimbursement Requests and Close Outs

Identification of the Federal Program:

Assistance Listing Numbers:	16.034/16.738
Assistance Listing Title:	Coronavirus Emergency Supplemental Funding Edward Byrne Memorial Justice Assistance Grant Program
Federal Agency:	U.S. Department of Justice
Pass-Through Entity:	N/A
Federal Award Identification Number:	2020-VD-BX-1207 / 2019-DJ-BX-0160 / 2020-DJ-BX-0486

Condition:

During our audit, we noted that the reimbursement requests for programs - Coronavirus Emergency Supplemental Funding and Edward Byrne Memorial Justice Assistance Grant Program were not requested from the Department of Justice and the old grant closeout was not closed out accordingly.

Recommendation:

We recommended the City follow its grant management policies to ensure reimbursement requests and close outs are submitted and prepared timely.

Status:

Finding was resolved during the year ended June 30, 2023.

City of Gardena
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023

Section III – Federal Award Findings and Questioned Costs (Continued)

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit (Continued)

Finding: 2022-004 Reporting – Internal Control and Compliance over Reporting

Identification of the Federal Program:

Assistance Listing Number:	14.218
Assistance Listing Title:	Community Development Block Grants/Entitlement Grants
Federal Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	N/A
Federal Award Identification Number:	B-21-MC-06-0577 / B-20-MW-06-0577

Condition:

During the audit, we noticed that the City did not prepare the Annual Action Plan within the timeframe to meet its grant management policy.

- FY2021-2022 Annual Action Plan was adopted on August 10, 2021 (not before May 15, 2021)
- FY2022-2023 Annual Action Plan was adopted on August 9, 2022 (not before May 15, 2022)

During the audit, we noticed that three out of four quarters the PR29 were not filed within the deadline and noted below:

Reporting Period	Grantee Submission	
(End Date)	Deadlines	Filed Date
September 30, 2021	October 30, 2021	March 6, 2023
December 31, 2021	January 30, 2022	March 6, 2023
March 31, 2022	April 30, 2022	July 28, 2022
June 30, 2022	July 30, 2022	July 28, 2022

During the audit, we noticed that the PR26 and the CAPER was not filed as of March 22, 2023.

Recommendation:

We recommended the City follow its grant management policies to ensure the reporting requirements are met.

Status:

Finding was resolved during the year ended June 30, 2023.

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CITY OF GARDENA



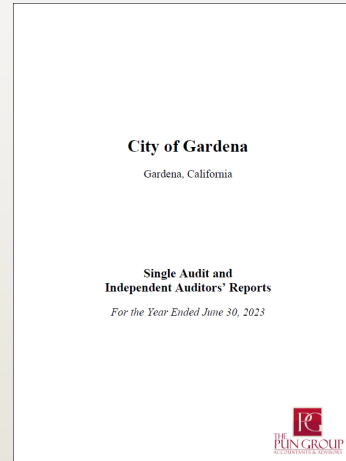
SINGLE AUDIT REPORT FISCAL YEAR 2022-2023

City Council Meeting

April 9, 2024



AUDIT RESULTS FISCAL YEAR 2022-2023



CITY OF GARDENA SINGLE AUDIT REPORT For Fiscal Year Ended June 30, 2023



SINGLE AUDIT OVERVIEW

- The City is required to have a Single Audit (OMB Circular A-133) performed on its major federal programs pursuant to the audit requirement of Title 2 U.S. Code of Federal Regulations
- A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted
- Report on internal control over financial reporting
- Report on compliance and other matters



FEDERAL PROGRAM EXPENDITURES

FISCAL YEAR 2022-2023

Total Expenditures of Federal Funds

\$9,152,855

Audit of Major Federal Programs	Total Federal Expenditures	% of Total Federal Exp
Federal Transit – FTA (Gtrans)	\$5,381,673	58.8%
Coronavirus State and Local Fiscal Recovery - ARPA	\$969,295	10.6%
Highway Planning and Construction – Street Projects	\$604,948	6.6%
Total Major Federal Programs	\$6,955,916	76%



AUDIT PROCESS

FISCAL YEAR 2022-2023

- Audit to test for
 - Internal Control & Compliance
- Expenditure samples: 106 invoices & checks, 163 payroll documents, 3 procurements
- Revenue samples: 32 receipts and bank statements
- Time frame: 2-week period (February 12th – February 23rd)
- Audit Results: **No current year audit findings and all prior year audit findings were resolved**

CITY OF GARDENA



SINGLE AUDIT REPORT FISCAL YEAR 2022-2023

City Council Meeting

April 9, 2024



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: April 9, 2024

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

AGENDA TITLE: Approval of Contract Services with Converse Consultants for Environmental Services Performed at 1112 W. Gardena Boulevard, Gardena, CA 90247

COUNCIL ACTION REQUIRED:

Staff Recommendation: Staff respectfully recommends that the City Council approve the contract services with Converse Consultants in the amount of \$50,846 for environmental services performed at 1112 W. Gardena Boulevard, Gardena, CA 90247.

RECOMMENDATION AND STAFF SUMMARY:

At the City Council Meeting held on December 7, 2023, the City Council approved moving forward with the acquisition of property located at 1112 W. Gardena Boulevard. As part of the due diligence process during escrow, the City hired Converse Consultants to conduct a Phase I Environmental Site Assessment (ESA) to assess the property's environmental conditions. As a result of the Phase I services, a Phase II assessment was required to conduct soil and solid vapor sampling/analysis from different locations within the site. The cost for this service totaled \$18,825.

In addition, during the environmental assessments, the need to properly remove and dispose of contaminated rainwater and three (3) in-ground hydraulic auto lifts were also identified. The cost for this service totals \$32,021, of which \$27,746 will be deducted and reflected in the total purchase price at close of escrow.

Staff is recommending that the City Council approve the contract services with Converse Consultants for \$50,846.

FINANCIAL IMPACT/COST:

\$50,846 to be paid from the General Fund.

ATTACHMENTS:

[PROPOSAL - Phase II ESA & Hoist and Water Removal_ Converse Consultants](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

February 22, 2023

Ms. Jackie Choi
Economic Development Manager
City of Gardena
1700 West 162nd Street
Gardena, California 90247

Subject: **PROPOSAL – PHASE II ENVIRONMENTAL SITE ASSESSMENT;
HOIST REMOVAL and WATER REMOVAL**
1112 W. Gardena Boulevard
APNs 6111-004-033 & 6111-004-032
Gardena, California
Converse Project No. 23-42-141-00 (-02) (Revision #4)

Ms. Choi:

On February 16, 2024, Converse Consultants (Converse) conducted the *Phase II Environmental Site Assessment* (ESA) portion of the proposed scope of services. While on-site, a third hoist was uncovered and Converse was notified by the City of Gardena of the water collection (due to recent rain) occurring in the service pit which had an oil sheen.

This revised proposal includes the costs for the removal of a 3rd hoist, as well as the removal of oil-impacted water from the service pit. The completed *Phase II ESA* scope and cost are included in this revised proposal; however, the cost for the *Phase II ESA* task has not been modified and is only included for completeness.

Scope of Services

Based on Converse's understanding of the Site, and the Client's needs, budget and schedule as presented, the following Scope of Services is proposed.

- **Project Set Up:**

Underground Service Alert (USA) will be notified at least 48 hours prior to completing borings. Prior to advancing each boring, locations of nearby underground (UG) utilities and other UG structures will be evaluated by surface observation of the proposed boring locations for features such as nearby manholes, utility vaults, or surface features served by UG utilities.

MAILING ADDRESS: 717 South Myrtle Avenue, Monrovia, CA 91016

3176 Pullman Street, Suite 108, Costa Mesa CA 92626
Telephone: (714) 444-9660 ♦ Facsimile: (714) 444-9640 ♦ www.converseconsultants.com

- **Field Activities:**

Eight (8) borings will be advanced to maximum depths of 15 feet below ground surface (bgs) using direct push (Geoprobe) technology. Soil samples will be collected from three (3) borings (in the eastern portion of the Site) at depths of 2, 5, 10 and 15 feet bgs in acetate sleeves, and sub-samples in Encore containers. Temporary soil vapor probes will be installed at depths of 5 and 15 feet bgs at each boring location. Soil vapor samples will be collected and analyzed on-site by Jones Environmental mobile laboratory.

Soil vapor sampling will be conducted in general accordance with CalEPA Active Soil Gas Advisory dated July 2015. Soil vapor samples will be collected no sooner than 2 hours after the probes have been installed to allow subsurface conditions to equilibrate.

- **Laboratory Analyses:**

All 16 soil vapor samples will be analyzed for volatile organic compounds (VOCs) in accordance with Environmental Protection Agency (EPA) method TO-15 or 8260B.

Two (2) soil samples from each of the three (3) eastern borings (6 total) will be analyzed for total petroleum hydrocarbons (TPH) by EPA Method 8015M, VOCs by EPA Method 8260B and Metals by EPA Methods 6010/7470, respectively. Soil samples not initially analyzed will be archived by the laboratory pending initial analytical results.

- **Report Preparation:**

The results will be presented in a *Phase II ESA Report*. Included in the report will be a summary of the fieldwork and methodologies, as well as a discussion and summary of the analytical results. Converse will also present our conclusions and recommendations for further assessment, potential mitigation measures, or remedial activities, if any. Copies of boring location maps, summary tables of sample analytical results, and laboratory analytical reports with chain of custody documentation will be provided in the report. An electronic file (PDF format) of the final report will be provided to the Client.

Our services will be completed under the responsible charge of a California Professional Geologist (PG) or Professional Engineer (PE).

- **Hoist Removal & Water Removal**

Three (3) existing hydraulic hoists and accumulated service pit water will be removed by American Integrated Services (AIS). AIS' proposed scope of work includes: Health and Safety planning; notifications; mobilization; concrete removal and disposal; hydraulic fluid removal and disposal; lift unearthing/extraction/destruction; backfill; concrete restoration; and demobilization. The AIS Scope of Services includes:



- Prepare health and safety plan and necessary notifications (DigAlert & OSHA T1).
- Collection of a grab sample of the water in the service bay for developing a waste profile.
- Vacuum out onsite maintenance bay sump of residuals and rainwater for offsite disposal (presumed to be non-hazardous).
- Saw-cut, remove, and dispose of concrete slab.
- Pump hydraulic fluid from the lifts and containerize in two (2) 55-gallon drums for offsite disposal at a local recycling facility (assumes hydraulic oil is not contaminated with PCBs).
- Unearth lift and stage excavated soil next to the work area (three excavation areas to be roughly 6'l x 4'w x 7'-8'd = +/- 22 cubic yards). It is assumed that the excavated soil is not impacted and can be exported as clean soil to a local inert disposal facility (2 loads).
- Extract lift utilizing a mini excavator, remove any remaining hydraulic oil, and load lift onto stake bed truck for delivery and destruction at a local metal recycling facility.
- Backfill excavation void space with 1.0 sac sand-slurry to 4-inches below surrounding slab. No compaction testing will be conducted due to the use of slurry.
- Restore concrete with No. 4 rebar (doweled and 24-inch OC) and minimum 3,500 psi concrete and trowel smooth to match existing (not to exceed to 75 sq.ft.). Given the existing condition of the surrounding concrete slabs, AIS cannot guarantee integrity of existing slabs.
- Perform site clean-up and demobilize from project site.

During the *Hoist Removal and Water Removal*, Converse will provide oversight and field screening/monitoring for two (2) days of the field activities. Converse will not be present on the remaining days of the field.

The following assumptions, conditions, and exclusions are a part of the *Hoist Removal & Water Removal* Scope of Services:

- All work will be performed continuously under one mobilization
- Access to the work area is un-obstructed and stockpiling of debris and excavated soil is available within the work area.
- Disposal of PCB impacted oil and/or soil > 2 ppm is excluded but can be provided if encountered.
- AIS assumes that the hydraulic lift is single-post and is not sitting in a concrete foundation or vault or has an external reservoir. If present, additional fees will apply.
- Delays beyond AIS's control may result in additional charges.
- Items not identified in the scope of work will be at additional cost.
- Water source to be coordinated by AIS.
- Any associated lines will be capped at the edge of the excavation.



- Shoring or side-wall support is excluded.
- Pricing is based on non-prevailing wage rates.

Client Responsibility

For the purposes of this assessment, the Client agrees to provide or obtain unrestricted, safe access and right-of-entry to the subject property for our equipment and personnel. Client also agrees to participate in the formulation of the question(s) to be answered by the Phase II ESA and “Statements of Objectives”.

Converse understands that the Client is the only intended users of the document. If it is the intent to have other parties rely on the *Phase II ESA Report, Hoist Removal & Water Removal*, they must be identified on the *Acceptance of Agreement and Authorization to Proceed* form.

Time Schedule

Setup and mobilization for the project will commence upon receipt of written authorization. The Phase II fieldwork is expected to require two (2) days to complete and can commence within three (3) business days of the completion of the *Hoist Removal & Water Removal* activities. The *Hoist Removal and Water Removal* is expected to require three (3) days to be completed.

Laboratory analysis of samples will be completed on a standard (10 business day) turnaround time unless otherwise requested. The *Phase II ESA Report* will be issued within 10 business days of receipt of all final laboratory reports. Total project time will be approximately five (5) to six (6) weeks.

Fees and Conditions

Converse services will be performed in accordance with the enclosed *General Conditions (GC99-1)* and *Schedule of Fees (EP2024)* which form part of this proposal. Our services are for the sole benefit and exclusive use of City of Gardena in accordance with the General Conditions under which these services have been provided.

The above Scope of Services can be completed for the following fees:

Hoist Removal (AIS)	\$ 27,746.00
Hoist Removal & Water Removal Oversight and Monitoring (2 days)	\$ 4,275.00



Phase II ESA	\$ 18,825.00
<i>Total Cost</i>	\$ 50,846.00

Additional unit rate costs will be as follows:

Disposal of Rinsate (exceeding 2 drums):	\$518 per drum
Suspended Solids Disposal (exceeding 3%):	\$4.82 per gallon
Supplemental Excavation or Backfill Activities:	\$4,869.00 per day

The work will be billed on a time and materials basis. Payment terms are net 30 days.

The boring locations and actual samples to be analyzed may differ than what is stated in the Scope of Services depending on field conditions. In the event that conditions are encountered that are significantly different than those anticipated, services not specifically proposed herein may be required in order to achieve the objective of this assessment. CONVERSE will not proceed with these unanticipated services without receipt of a written authorization and agreement to the additional services. In the event that the scheduled Scope of Services cannot be performed due to circumstances beyond our reasonable control, the Client will be responsible for the labor and equipment cost incurred.

Written authorization will be required to initiate our services. This proposal expires 60 days from its issuance, if not accepted within that time.

As stated in the body of the proposal, an electronic file (PDF format) of the report will be provided. Hard bound copies of the report are available for \$300.00 each. Additional professional services, including revisions to the scope of services, meetings, consultation with other parties, composition of reliance letters, detailed cost estimates or Phase II scopes of work are not included in the standard fee. Requested additional services can be provided on a time-and-materials basis.

This assessment will be performed in general accordance with the generally accepted professional environmental principles and practice of like firms in the local area of our practice. Converse makes no other warranty, either express or implied.

It should be recognized that this proposal and its scope of work are proprietary in nature, and as such, may not be used as a specification or bidding document for and/or by others without the express prior written consent of Converse Consultants.

Boreholes may be backfilled with hydrated bentonite. As a result, the surface may settle or bulge over time. We recommend the owner monitor the boring site and backfill any settlement or depression that might occur, or provide fencing around the area of the



boring location to prevent trip and fall injuries from occurring near the area of any potential settlement or bulging.

The above Scope of Services assumes that any utilities existing in the general area of the proposed work will not limit or be affected by investigative activities. Please note that performing the borings and moving exploration equipment to the test boring locations may cause damage to existing lawns, pavements and vegetation. Converse will make every reasonable effort to limit damage. However, this proposal does not include any services for work required to restore the Property to its original condition, including backfilling of settled area, seeding, sodding, landscaping, repaving, or repair of underground piping and utilities.


If third party reliance requirements change, Client agrees with Converse Consultants that, to be valid, such request must be received within 180 days of the date of submission indicated on the title page of referenced report. Client and Converse Consultants also agree to the following:

- Reliance must be authorized through Converse's standard reliance agreement.
- The party seeking reliance must agree to accept the same terms and conditions Client accepted.
- The third party must agree to abide by the same qualifications and limitation contained in any of Converse's instruments of professional service.
- Client and/or third party must pay a reliance fee of \$1,000 (one thousand dollars) that considers the additional administrative burdens, increased costs incurred and risk assumed by Converse.

Closure

Thank you for this opportunity to be of service. Should you have questions regarding this proposal, please contact either Michael Van Fleet at (626) 930-1267 or Laura Tanaka at (626) 930-1261. If it is acceptable as written, please approve and forward one signed copy of this proposal to Converse's office.

CONVERSE CONSULTANTS


Michael Van Fleet, PG
Senior Geologist


Laura Tanaka
Principal Environmental Scientist

Dist: 1/Addressee via Electronic Mail

Attch: General Conditions (GC99-1)
Schedule of Fees (EP2024)



ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED¹

Firm Name: (Client)²

By: (Print Name)

(Signature)

Title:

Date:

Telephone No. ()

Fax No. ()

Email Address:

P.O. No./Billing Instructions³:

Identification of Requested Other Relying Parties (Include names, addresses, telephone no.):

-
-
- ¹ Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.
- ² Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.
- ³ Converse has been informed by the Client that this is not a prevailing wage project as determined by local Labor Code. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.



CONVERSE CONSULTANTS

General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste

sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and

reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the

applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

CONVERSE CONSULTANTS
Non-Prevailing Wage Schedule of Fees
Environmental Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2025.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Professional Services (consultation for field and office, if requested)

Staff Professional.....	\$145
Senior Staff Professional	155
Project Professional.....	165
Project Manager	175
Senior Professional.....	175
Principal Professional	225
Principal Consultant.....	235

Office Support

Clerical/Word Processing	\$90
Drafting	90
CAD Operator/Drafting Manager	95

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.B
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: April 9, 2024

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

AGENDA TITLE: Appeal of the Community Development Director's decision to deny Home-Sharing Rental Application #24-006.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Staff respectfully recommends that the City Council, hold a hearing, receive testimony, and uphold the decision of the Community Development Director to deny Home Sharing Rental Application (HSP) #24-006.

RECOMMENDATION AND STAFF SUMMARY:

The Community Development Department received an application to conduct home-sharing activities at the property's dwelling unit located at 14408/14410 Van Ness Avenue. However, the application was deemed ineligible due to pending enforcement actions in accordance with Gardena Municipal Code Section 5.76.040.

The property had received building permits in March 2021 for various renovations, including a kitchen remodel, window replacements, door changes, a new porch enclosure, and conversion of the garage into an Accessory Dwelling Unit (ADU). The Building Official allowed for the reactivation of expired permits on December 20, 2023, and also granted an approximate 2-month extension in order to allow for the required inspections to be completed. However, no further inspections were requested since December 20, 2023, leading to the expiration of permits once again on February 29, 2024.

The work performed at the property's dwelling unit is un-permitted and pending enforcement action by the City's Code Enforcement Division. Staff respectfully recommends that the City Council uphold the decision of the Community Development Director for the denial of Home Sharing Rental Application (HSP) #24-006.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[Staff Report 4-09-24 for Appeal of HSP#24-006.pdf](#)

[ATTACHMENT 1 - Applicant's Appeal Letter](#)

[ATTACHMENT 2 - GMC 5.76 Home Sharing Rental.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager



City of Gardena

City Council Meeting

Agenda Item No.: 13.B
Department: Community Development
Meeting Date: April 9, 2024

AGENDA STAFF REPORT

AGENDA TITLE: Appeal of the Community Development Director's decision to deny Home-Sharing Rental Application #24-006.

RECOMMENDATION:

Staff respectfully recommends that the City Council, hold a hearing, receive testimony, and uphold the decision of the Community Development Director to deny Home Sharing Rental Application (HSP) #24-006.

BACKGROUND:

On January 23, 2024, an application for a Home-Sharing Rental Permit to conduct home-sharing activities at the property known as 14408/14410 Van Ness Avenue was filed with the City's Community Development Department.

On March 12, 2024 a letter of ineligibility, was sent by the Director's designee – Jackie Choi, Economic Development Manager, to the applicant due to pending enforcement actions.

Pursuant to Section 5.76.080 of the Gardena Municipal Code ("GMC"), the Community Development Director ("Director") is authorized to take any regulatory actions in writings, and such actions shall be appealable in writing to the City Council.

On March 28, 2024, the office of the City Clerk received an appeal from the applicants, Vera Povetina and Yegor Kochetov, pertaining to the Community Development Director's Decision for Home Sharing Rental Permit #24-006.

SUMMARY:

The Community Development Department received an application to conduct home-sharing activities at the property's dwelling unit located at Assessor Parcel Number (APN) 4062-010-001, also known as 14408/14410 Van Ness Avenue.

Pursuant to Section 5.76.040 of the Gardena Municipal Code ("GMC"), no home sharing permit shall be issued for a dwelling unit with a pending enforcement action by the city for violations of this chapter or any provision of the municipal code, unless the approval is required to resolve the enforcement action.

On March 3, 2021, building permits were issued for various renovations including a kitchen remodel, window replacements, door changes, a new porch enclosure, a new front trellis, and a garage conversion into an Accessory Dwelling Unit (ADU). From March 2021 through October

2021, a number of building inspections were scheduled and conducted for the project. Despite the permits having been initially issued over 2-1/2 years ago and the last inspection request having been conducted on October 21, 2021, at the request of the owner, on December 20, 2023, the Building Official allowed for the re-activation of the expired permits. Furthermore, the Building Official allowed an approximate 2-month extension to complete the required inspections for the project. No additional inspections were requested since December 20, 2023, and the permits expired once again on February 29, 2024.

CONCLUSION:

The work performed at the property's dwelling unit is un-permitted and pending enforcement action by the City's Code Enforcement Division. Staff respectfully recommends that the City Council uphold the decision of the Community Development Director for the denial of Home Sharing Rental Application (HSP) #24-006.

FISCAL IMPACT:

None

Submitted by: Greg S. Tsujiuchi

Date: 4/9/2024

ATTACHMENTS

1. Applicant's Appeal Letter
2. GMC 5.76 – Home Sharing Rentals

Vera Povetina & Yegor Kochetov
14408 Van Ness Avenue
Gardena, CA 90249

CITY CLERK'S OFC

'24 MAR 28 AM 11:10

City Clerk
1700 W 162nd Street,
Gardena, CA 90247

TO THE CITY CLERK, THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY
COUNCIL OF GARDENA PLEASE TAKE NOTICE:

NOTICE OF APPEAL
OF THE
DEPARTMENT OF COMMUNITY DEVELOPMENT
DECISION OF MARCH 12, 2024
HOME-SHARING RENTAL PERMIT CASE #24-006

INTRODUCTION

Vera Povetina & Yegor Kochetov, submitted an application for a permit for a home sharing rental, per Gardena Municipal Code (GMC) 5.76.050, to the Community Development Department on January 23, 2024. See Home-Sharing Rental Permit Case #24-006.

On March 12, 2024 a Notice of Ineligibility to host Home-Sharing Rental issued. Pursuant to GMC 1.12.010, Applicants elect to pursue their Right to Appeal. Whereby excepting to the denial of the permit applied for pursuant to GMC 5.76.050, as to the administrative decision made by the Economic Development Manager denying per GMC 5.76.060 (B). Per GMC 1.12.020 this notice of appeal is timely submitted prior to March 26, 2024 as service by mail was effectuated as permitted by GMC 1.04.110 ("Service by mail shall be deemed to have been completed at the time of deposit in the Post Office.")

BACKGROUND

- In 2019, we purchased a property in Gardena with a pre-existing converted garage space that we assumed was permitted.

- At the time, Gardena lacked Short-Term Rental (STR) regulations, influencing our decision to purchase in this specific location.
- We initiated the permitting process to legalize the conversion and meet all construction requirements.
- Construction delays due to COVID-19 necessitated permit extension requests. However, the City failed to provide timely responses regarding approval or denial.
- In August 2022, Gardena proposed an immediate STR ban (ultimately unapproved) and began crafting significant STR restrictions.
- City Council meetings offered unclear details on the final ordinance. Discussions suggested a potential ban for ADU owners, placing us in a precarious position due to substantial renovation investments (\$100,000).

IMPACT OF CITY ACTIONS

- The unclear regulations and potential ADU-specific ban halted further permitting and remodeling efforts.
- Once the final ordinance was issued, we pursued an STR license for a bedroom within the main house.
- The City requested STR applications by February 2024. We concurrently requested another ADU permit extension, which was granted for an unrealistic one-month timeframe.

OBJECTIONS TO ORDINANCE AND APPEAL REQUEST


- We strongly disagree with the ordinance as the City Council disregarded our recommendations and arguments. We are actively involved in Court Case No. 23STCP04453 initiated by Mariya Wrightsman, challenging the ordinance.
- We seek to operate legally with both STR and home improvements. Therefore, we respectfully request the City to:
 - **Overturn the Economic Development Manager's decision** denying our Home-Sharing Rental Permit application (Case #24-006).
 - **Grant the Home-Sharing Rental Permit.**

- **Issue a building permit extension for one year** to allow us to complete the ADU conversion and comply with all regulations.

Respectfully submitted:

A handwritten signature in black ink, appearing to be 'VP', is written over a horizontal line.

Vera Povetina

A handwritten signature in blue ink, appearing to be 'Yegor', is written over a horizontal line.

Yegor Kochetov

Chapter 5.76 HOME SHARING RENTALS

Sections:

[5.76.010 Purpose.](#)

[5.76.020 Definitions.](#)

[5.76.030 License, permits and taxes required.](#)

[5.76.040 Home sharing permit.](#)

[5.76.050 Home sharing permit – Application and renewal procedures.](#)

[5.76.060 Regulatory requirements.](#)

[5.76.070 Advertising.](#)

[5.76.080 Ban, termination, and revocation.](#)

[5.76.090 Registry.](#)

[5.76.100 Administrative guidelines.](#)

[5.76.110 Hosting platform responsibilities.](#)

[5.76.120 Prohibitions.](#)

[5.76.130 Enforcement – Penalties.](#)

[5.76.140 Remedies not exclusive.](#)

5.76.010 Purpose.

The purpose of this chapter is to alleviate nuisances, protect the character of the city's residential communities and stabilize the housing market by protecting the city's housing supply while at the same time allowing owners and residents to supplement their income, providing potentially more affordable accommodations, and providing the opportunity for companionship. (Ord. 1854 § 15, 2023)

5.76.020 Definitions.

For the purpose of this chapter, the following definitions apply:

“Administrative guidelines” means regulations approved by the city manager that may include, but are not limited

to, application requirements, interpretations, conditions, reporting requirements, hosting platform safe harbor requirements, enforcement procedures, and disclosure requirements to implement the provisions of this chapter.

“Bedroom” means any habitable space in a dwelling unit other than a kitchen, bathroom or living room that is intended for or capable of being used for sleeping, is at least seventy square feet in area with no dimension less than seven feet, has a window to the outside, is separated from other rooms by a door, and is accessible to a bathroom without crossing another bedroom.

“Booking” means a reservation for home sharing.

“Booking transaction” means any reservation or payment service provided by a person who facilitates a transaction for home sharing, between a prospective transient user and a host.

“Director” means the director of community development or his/her designee.

“Dwelling unit” means any building or portion thereof that is used as a complete, independent living facility for one or more persons containing permanent provisions for living, sleeping, eating, cooking, and sanitation, as required by the California Building Code.

“Guest” means a natural person who rents a home sharing rental.

“Home sharing” means renting, for a period of thirty consecutive days or less, of one or more bedrooms in a dwelling unit that is the primary residence of the host, while the host lives on site, in the dwelling unit, throughout the guest’s stay.

“Home sharing permit (HSP)” means a permit issued in accordance with this chapter.

“Home sharing rental” means a dwelling unit which is a permanent structure that is made available for home sharing. A home sharing rental is included in the definition of “hotel” for purposes of Chapter 3.16.

“Host” means any natural person who is an owner or a qualifying tenant of a residential dwelling unit offered for use as home sharing rental.

“Hosting platform” means a person or entity that participates in the home sharing rental business by providing booking services through which a host may offer a home sharing rental. Hosting platforms usually, though not necessarily, provide booking services through an online platform that allows a host to advertise the home sharing rental through a website provided by the hosting platform and the hosting platform conducts a transaction by which potential renters arrange use and payment, whether the renter pays rent directly to the operator or to the hosting platform.

“Listing” means a webpage or advertisement (online or otherwise) for a home sharing rental or other overnight

rented stays located on a hosting platform or other online platform(s), including the web URL, metadata and other attributes.

“Lives on site” means maintains a physical presence in the home sharing rental including, without limitation, all of the following: the storing of one’s clothes and other personal effects, sleeping overnight, preparing and eating meals, and engaging in other activities of the type typically engaged in by a person residing in a dwelling unit.

“Owner” means any person who, alone or with others, has legal or equitable title to a dwelling unit and has held such interest for a minimum of one year. A person whose interest in the property is solely that of a tenant, subtenant, lessee, or sublessee under an oral or written rental housing agreement shall not be considered an owner.

“Permit period” means a five-year period of time commencing on April 15, 2024, and ending on April 14, 2029, and every five years thereafter commencing on April 15th of that year.

“Person” means a natural person or any legal entity.

“Primary residence” means the residential unit where the host resides for at least one hundred eighty-three nights per year. A host can have only one primary residence.

“Qualifying tenant” means a tenant who has lived at the home sharing rental for a minimum of one year.

“Short-term rental” means any rental of a dwelling unit or any portion thereof for occupancy, dwelling, lodging or sleeping purposes for a period of thirty consecutive calendar days or less which does not qualify as a home sharing rental. (Ord. 1854 § 15, 2023)

5.76.030 License, permits and taxes required.

A. No person may rent, offer to rent, or advertise a home sharing rental to another person without a valid business license. The business license must be renewed on a yearly basis.

B. No person may rent, offer to rent, or advertise a home sharing rental to another person without a valid home sharing permit approved and issued in the manner set forth in this chapter.

C. All home sharing hosts shall be subject to the provisions of Title 5 (Business Licenses and Regulations) and Chapter 3.16, including the requirement to pay the city’s transient occupancy tax (TOT) and the requirement to have a transient occupancy registration certificate. Unless the applicant has the hosting platform they use collect and remit all TOT on their behalf, the applicant must be registered to pay TOT with the city’s business license division. Regardless of whether a host utilizes a hosting platform that offers to collect and remit TOT on their behalf, the host is ultimately responsible for the collection and monthly remittance of TOT to the city. (Ord. 1854 § 15, 2023)

5.76.040 Home sharing permit.

The following persons are qualified to be a host of a home sharing rental:

A. Home sharing permits shall only be granted to applicants who are the owners or qualifying tenants of the proposed home sharing rental as specified in this chapter. A host may be issued only one home sharing permit within the city.

B. The following persons are qualified to be a host of a home sharing rental:

1. An owner who lives on the premises and has owned the residence for a minimum of one year prior to the date of the application.
2. An owner who has owned the residence for a minimum of one year prior to the date of the application and who does not live on the premises but has a qualifying tenant and whose lease with the tenant specifies that the owner may use a designated bedroom or bedrooms for home sharing.
3. A qualifying tenant whose lease with the owner specifies that the tenant may use a designated bedroom or bedrooms for home sharing and the owner has owned the residence for a minimum of one year prior to the date of the application.
4. Ownership, including the length of ownership, shall be established by providing a copy of at least one document that identifies the full name or names of the applicant as owner and the address of the property. Examples of acceptable documents include recent copies of: a property tax bill, mortgage statement, and title report.
5. Primary residency for a host or qualifying tenant shall be established by providing two documents which associate the property as the place which is the base of their personal life activities. Examples of acceptable documents include the following when the name and address match that of the application and there is a date on at least one document establishing residency of one year: valid federal or state-issued photo identification card; passport or alien registration card; valid California voter registration card or status document; vehicle registration certificate; health insurance or vehicle insurance bills; pay stubs with name and address; original utility bills for water, gas or electric service.

C. Home sharing permits shall be valid for a five-year period commencing April 15th of one year and ending on April 14th, five years later.

D. The city shall issue a maximum of one hundred home sharing permits per five-year period. The application period shall be January 1st through February 15th, commencing in calendar year 2024 and then every five years thereafter.

1. If there are more than one hundred qualified applications submitted during this time, the city shall issue

home sharing permits by way of a lottery.

2. If there are less than one hundred qualified applicants submitted during this time and additional home sharing permits are available, such permits may be issued on a first-come, first-served basis through the end rental permit period until one hundred permits have been issued. Regardless of when a permit is issued during this time, it shall only be valid until the remainder of the rental permit period.

3. If a lottery is conducted and a qualified applicant is not selected, then the applicant's permit fee shall be refunded.

E. No home sharing permit shall be issued to a host who has previously had a home sharing permit revoked.

F. No home sharing permit shall be issued for a dwelling unit with a pending enforcement action by the city for violations of this chapter or any provision of the municipal code, unless the approval is required to resolve the enforcement action. (Ord. 1854 § 15, 2023)

5.76.050 Home sharing permit – Application and renewal procedures.

A. Only a proposed host may apply for a home sharing permit.

B. An application for a home sharing permit must meet the following requirements, be made on a form approved by the city, and must contain the following information:

1. The name, address, and telephone number of the host of the residence for which the permit is to be issued.

2. Whether the applicant is an owner or qualifying tenant.

3. Proof that the proposed home sharing rental is the primary residence of the owner, and if applicable, the qualifying tenant.

4. Proof that the owner has owned the proposed home share for at least a year and if applicable, that the qualifying tenant has resided in the proposed home share for at least a year.

5. An acknowledgment that the home sharing permit is only valid for the permit period of five years and subject to renewals which may be through a lottery system if there are more than the allowed number of users which apply.

6. An acknowledgment that the home sharing permit does not create a vested right, is nontransferable, does not run with the land and may not necessarily be renewed for successive five-year periods.

7. If the applicant is a property owner who will reside on site:

- a. Proof that the proposed home share is the owner's primary residence;
- b. Proof that the owner has owned the house for a minimum of three hundred sixty-five days prior to the date of the application.

8. If the applicant is an owner who will not reside on site but has a qualifying tenant:

- a. Proof that the owner has owned the house for a minimum of three hundred sixty-five days prior to the date of the application;
- b. Proof, other than a rental agreement, that the proposed home share is the qualifying tenant's primary residence;
- c. Proof that the qualifying tenant has resided at the residence for a minimum of three hundred sixty-five days;
- d. A copy of the lease naming the qualifying tenant and specifying that the owner can use the residence for a home share rental and designating which rooms can be used for such purposes.

9. If the applicant is a qualified tenant:

- a. Proof that the owner has owned the house for a minimum of three hundred sixty-five days prior to the date of the application;
- b. Proof, other than a rental agreement, that the proposed home share is the qualifying tenant's primary residence;
- c. Proof that the qualifying tenant has resided at the residence for a minimum of three hundred sixty-five days;
- d. A copy of the lease naming the qualifying tenant and specifying that the tenant can use the residence for a home share rental and designating which rooms can be used for such purposes.

10. An identification of the number of bedrooms to be home shared.

11. Such other information as required by the administrative guidelines or as the city manager or his/her designee deems reasonably necessary to administer this chapter.

12. All applications must be signed and notarized by the property owner and, if applicable, by the qualifying tenant.

C. An application for a home sharing permit and for each renewal must be accompanied by a fee established by

resolution of the city council.

D. Once an applicant has been notified that they will receive a home sharing permit for the following period, the applicant shall have forty-five days to provide the city with the information listed below. Once the information is provided, the home sharing permit shall be issued.

1. Evidence that the host has applied for or obtained a business license for operating a home sharing rental.
2. Evidence that the host has applied for or obtained a transient occupancy registration certificate for the home sharing rental.
3. Proof of general liability insurance in the amount of one million dollars combined single limit. Insurance must be kept up to date on a yearly basis and a copy of the policy must be provided to the city upon request in subsequent years of the rental period. The insurance requirement may be satisfied if the host lists only on hosting platforms that provide the host with this level of insurance. In such a case, the host must provide the city with a copy of the agreement between the host and the hosting platform that evidences the requisite insurance coverage.

E. Renewal applications shall be processed in the same manner as the original application and shall contain the same information.

F. It shall be the obligation of the host to notify the community development department of any changes to the information provided in the application within fifteen business days of such change. (Ord. 1854 § 15, 2023)

5.76.060 Regulatory requirements.

Home sharing permits are subject to the following regulations and conditions:

- A. The host must reside on site in a bedroom, within the home sharing rental, during the time in which guests are present.
- B. Home sharing is only allowed in the single-family (R-1) and low-density multiple-family (R-2) zones as further set forth in Title 18 and may not be located on any property on which there is an accessory dwelling unit.
- C. At all times the home sharing rental must be used solely for residential purposes.
- D. Only bedrooms may be rented and occupancy shall be limited to a maximum of four people per bedroom.
- E. The host must take responsibility for and actively prevent any nuisance activities that may take place as a result of home sharing.
- F. There must be a minimum of two parking spaces on site per unit, which need not be in an enclosed garage.

Parking must meet the requirements of Chapter 18.40. At least one parking space per reservation must be made available to guests and such parking may include the required parking as well as driveway spaces. Tandem parking spaces are acceptable provided each tandem space measures at least nine feet by twenty feet and does not extend into any sidewalk or other public right-of-way. If any of the required parking is provided in a garage, each garage space must be kept clear of debris and able to accommodate a vehicle at all times.

G. The host shall keep records of the vehicle license plate numbers of guests, which shall be provided to the city upon request.

H. The host shall notify all residents within seventy-five feet of the property on which the home sharing rental is located that the host is operating a home sharing rental from that location.

I. The host shall post contact information on the property on a place that is visible and accessible to the public that provides the following information for the host: name, phone number, email address. The notice shall also include the home sharing permit number. The notice shall be in a minimum one-inch size font.

J. The home share must at all times have operable basic health and safety features, including fire extinguishers, smoke detectors, and carbon monoxide detectors.

K. The property shall be maintained in a clean and sanitary condition. Trash and refuse shall not be left outdoors and shall not be left stored within public view, except in proper containers for the purpose of collection by the trash collectors.

L. The host must maintain a transient occupancy registration certificate and must ensure the timely remittance of all transient occupancy taxes due in accordance with Chapter 3.16.

M. A home share is for overnight lodging accommodations only and may not be used for, or advertised for use for, weddings, parties of any kind, conferences, or similar events.

N. The host must provide a good neighbor policy notice to all guests that advises, at a minimum, the following:

1. The expectation that guests are expected to be respectful of neighbors and maintain the residential character of the neighborhood;
2. Parking requirements;
3. Rules for trash and recycling;
4. That the city noise provisions require noise levels to be reduced from ten p.m. to seven a.m.;
5. That upon a failure to vacate by the expiration of the occupancy term, guests may be deemed

trespassers and may be subject to removal by relevant authorities;

6. That pursuant to Chapter 9.68, if the police are called to address public peace, health, safety, or general welfare issues, guests may be responsible for the cost of the police response; and

7. That the rental may only be used for residential purposes and may not be used for weddings, parties of any kind, conferences, or similar events.

O. If there is a change to the information provided in the application which qualified the dwelling unit to be a home sharing rental, such change must be reported to the community development department in accordance with Section [5.76.050\(F\)](#); the host must also remove all listings within fifteen business days and cease operations of the home sharing rental.

P. The host shall keep and preserve, for a minimum period of three years, all records regarding each home sharing stay, including the length of stay for each booking and the corresponding rate charged, which shall be provided to the city upon request. (Ord. 1854 § 15, 2023)

5.76.070 Advertising.

A. The host is responsible for the content of all advertising with respect to the home sharing rental.

B. All advertising shall contain the following information:

1. The city-issued registration number;
2. The applicable maximum occupancy per bedroom;
3. That the host will be present at all times during the rental.

C. In the event a home sharing permit is revoked, the host must remove all listings within forty-eight hours.

D. The director may request a hosting platform to remove a listing for any unpermitted home sharing or short-term rental unit or for any home share unit that had its home sharing permit revoked pursuant to this chapter. (Ord. 1854 § 15, 2023)

5.76.080 Ban, termination, and revocation.

A. Ban.

1. If the director determines that there is fraud on any application, the applicant shall be permanently banned from operating a home sharing rental within the city.
2. If there are three sustained complaints, whether criminal, civil, or administrative, within a twelve-month period against a host, the host shall be permanently banned from operating a home sharing rental within the

city.

B. Automatic Termination. A home sharing permit shall automatically terminate upon a change of circumstances that would have led to a denial of the home sharing permit in the first instance.

C. Revocation. A home sharing permit may be revoked for noncompliance with any provision of a home sharing permit or this code after receiving a written notice of violation which has become final or for violations of this code at the location of the home sharing rental. A written notice of violation is not required in cases where the violation causes an immediate threat to the health and safety of the guests or other occupants of the home sharing rental or to any surrounding neighbors.

D. Any regulatory actions taken hereunder shall be in writing and issued by the community development director. Such actions shall be appealable pursuant to Chapter 1.12. This shall not apply to any administrative citation issued pursuant to Chapter 1.20. (Ord. 1854 § 15, 2023)

5.76.090 Registry.

All hosts and their respective property permitted for home sharing pursuant to this chapter shall be listed on a registry created by the city, which list shall be periodically updated. This registry shall be a public record and made available to any person upon request. (Ord. 1854 § 15, 2023)

5.76.100 Administrative guidelines.

The city manager or his/her designee may promulgate administrative guidelines, which may include, but are not limited to, application requirements, permit conditions, reporting requirements, inspection frequencies, enforcement procedures, advertising restrictions, and disclosure requirements, to implement the provisions of this chapter. No person shall fail to comply with any such regulation once it is incorporated into the administrative guidelines. (Ord. 1854 § 15, 2023)

5.76.110 Hosting platform responsibilities.

A. Unless an alternative arrangement is authorized by the administrative guidelines, a hosting platform shall be responsible for collecting all transient occupancy taxes applicable to bookings completed through the hosting platform and for remitting the same to the city. The hosting platform shall be considered an agent of the host for purposes of such transient occupancy tax collections and remittance responsibilities as set forth in Chapter 3.16.

B. The hosting platform shall require the host to input the home share unit's corresponding short-term home sharing permit number, consistent with the city's alphanumeric format, before the listing can be displayed. Any short-term rental unit listing that predates this chapter and that does not have a corresponding short-term home sharing permit number shall be removed by the hosting platform consistent with this section.

C. A hosting platform shall not complete any booking transaction for any residential property or unit unless it is

listed on the city's registry created under Section [5.76.090](#) at the time the hosting platform receives a fee for booking the transaction. Upon request from the director made in a manner specified in the administrative guidelines, the hosting platform must remove a home share or short-term rental listing or take other action consistent with the administrative guidelines.

D. On a quarterly basis, the hosting platform shall provide the city with a report detailing the total number of nights all home sharing rentals were rented through the platform during the applicable reporting period.

E. A hosting platform shall not collect or receive a fee or other financial benefit, directly or indirectly through an agent or intermediary, for facilitating or providing services ancillary to an unregistered home sharing rental, including, but not limited to, insurance, concierge services, catering, restaurant bookings, tours, guide services, entertainment, cleaning, property management, or maintenance of the residential property or unit.

F. Safe Harbor. A hosting platform shall be presumed to be in compliance with this chapter if it does either of the following:

1. Operates in compliance with subsections A through E of this section; or
2. Complies with the administrative guidelines approved by the city manager or his/her designee that describe how the hosting platform must satisfy the hosting platform responsibilities in this chapter.

G. The provisions of this section shall be interpreted in accordance with otherwise applicable state and federal laws and will not apply if determined by the city to be in violation of, or preempted by, any such laws. (Ord. 1854 § 15, 2023)

5.76.120 Prohibitions.

A. It is unlawful to offer, operate, maintain, authorize, aid, facilitate or advertise the home sharing of any portion of any residential dwelling unit in the city without a valid home sharing rental permit.

B. It is unlawful to offer, operate, maintain, authorize, aid, facilitate or advertise the home sharing rental of any portion of any residential dwelling unit in the city, other than for home sharing.

C. It is unlawful to operate or maintain a home sharing unit in violation of the provisions of this chapter.

D. Only a qualifying residential dwelling unit or portion thereof may be made available for home sharing subject to this chapter and Title 18.

E. It is unlawful to offer, operate, maintain, authorize, aid, facilitate or advertise the short-term rental of any place or vehicle, other than a permitted home sharing rental, for purposes of overnight lodging. Rentals of recreational vehicles, trailers, and campers are specifically prohibited. (Ord. 1854 § 15, 2023)

5.76.130 Enforcement – Penalties.

A. Any person, including a guest, who violates any provision of this chapter, or hosting platform that violates its obligations under this chapter, shall be subject to administrative citations and penalties pursuant to Chapter 1.20 as well as criminal citations.

B. If the property upon which a home share unit is located is the subject or the site of three final violations of any of the provisions of this chapter, or of Chapter 8.36 (Noise), 8.64 (Abatement of Real Property Nuisances), or 9.68 (Emergency Personnel Response Fee for Unruly Gatherings), Title 15 relating to violation of building codes, or any combination thereof, the home sharing permit for the unit shall be automatically revoked. For purposes of this section, the automatic revocation shall become effective as of the date the third citation becomes final (i.e., the time for administrative and/or judicial review has passed or final judgment of a court has been entered upholding the citation).

C. The remedies provided in this section are not exclusive, and nothing in this section shall preclude the city's use or application of any other remedies, penalties or procedures established by law. (Ord. 1854 § 15, 2023)

5.76.140 Remedies not exclusive.

The remedies listed in this chapter are not exclusive of any other remedies available to the city under any applicable federal, state or local law and it is within the discretion of the city to seek cumulative remedies. (Ord. 1854 § 15, 2023)



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 14.A
Section: DEPARTMENTAL
ITEMS - ELECTED & CITY
MANAGER'S OFFICES
Meeting Date: April 9, 2024

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

AGENDA TITLE: INTRODUCTION OF ORDINANCE NO. 1869, Adding Chapter 2.70 to Title 2 of the Gardena Municipal Code relating to Statements of Economic Interest and Electronic and Paperless Filing of Campaign Disclosure Statements

COUNCIL ACTION REQUIRED:

Staff Recommendation: Introduce Ordinance No. 1869

RECOMMENDATION AND STAFF SUMMARY:

The Political Reform Act of 1974 requires the filing of specified statements, reports and other documents. Under the Act, a local government agency may require these filings to be made online or electronically with the local filing officer (the City Clerk). With the enactment of more recent legislation, AB2452 and AB2151, the Act requires the local filing officer to make all data available on the internet in an easily understood format that provides the greatest public access within 72 hours of the filing deadline.

Historically, City Council candidates and campaign committees have filed paper copies of required campaign statements and reports. Once filed, the documents are made available for review by the public. The City Clerk's Office spends a significant amount of staff time to make such paper filings readily available and posted online which requires further handling.

Pursuant to California Government Code Section 84615, the City Council must officially adopt an Ordinance memorializing their approval to require and authorize complete electronic signature and submission of electronic campaign disclosure forms.

The NetFile system is created specifically for cities and counties responsible for administering campaign finance filings and Statements of Economic Interest, meets the requirements of the Secretary of State, and allows for electronic and paperless filing of campaign statements.

In terms of security, the NetFile system is a web-based, vendor-hosted application that utilizes "industry best practices" for securing data, using the same data encryption for online filings that is used by banks for online banking. NetFile stores and backs up data at three separate locations, creating the essential safety measures and redundancy that will allow for recovery of information in the event of an emergency or disaster. The City's data will be retained in compliance with state and local regulations. For professional treasurers that have already purchased campaign software, NetFile is able to receive uploaded data from certain types of third-party applications for electronic filing purposes. The NetFile system also maintains each filing for easy updates the next year or filing cycle.

NetFile does not charge any set up costs. The fee includes everything (unlimited training,

support, maintenance). All form changes and system updates are included as well. The cost for the Form 700 system are as follows:

Form 700 Paperless E-filing/Admin/Public Viewing Portal: \$3,300/year for approximately 115 filers*

AB1234 Ethics training add-on for approximately 150 people: \$4,000/year

Campaign Paperless E-filing/Admin/Public Viewing Portal: \$4,000/year for all filers

Discount for using all systems: (\$2,400/year)

Total for both Systems: \$8,900/year; this rate is guaranteed for up to 5 years.

In order to become a paperless filing agency, the FPPC requires an initial \$1,000 application fee, which will be covered by NetFile for the next five years.

IN CONCLUSION, Staff respectfully recommends:

Introduce Ordinance No. 1869

FINANCIAL IMPACT/COST:

ATTACHMENTS:

[ORD NO 1869 - NetFile.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

ORDINANCE NO. 1869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADDING CHAPTER 2.70 TO TITLE 2 OF THE GARDENA MUNICIPAL CODE RELATING TO STATEMENTS OF ECONOMIC INTEREST AND ELECTRONIC AND PAPERLESS FILING OF CAMPAIGN DISCLOSURE STATEMENTS

WHEREAS, The Political Reform Act of 1974 requires the filing of specified statements, reports, and other documents. Under the Act, a local government agency may require these filings to be made online or electronically with the local filing officer (the City Clerk). With the enactment of more recent legislation, AB2452 and AB2151, the Act requires the local filing officer to make all data available on the internet in an easily understood format that provides the greatest public access within 72 hours of the filing deadline, and;

WHEREAS, Historically, City Council candidates and campaign committees have filed paper copies of required campaign statements and reports. Once filed, the documents are made available for review by the public. The City Clerk's Office spends a significant amount of staff time to make such paper filings readily available and posted online which requires further handling. Public access to campaign disclosure information is a vital and integral component of a fully informed electorate. Transparency in campaign financing is critical in order to maintain public trust and support of the political process. Nevertheless, these values require staff resources to implement. As a means to more cost-effectively maintain the public trust, the City recently contracted with NetFile for installation of two electronic programs for on-line submittal and posting of Fair Political Practices Commission (FPPC) forms related to Conflict of Interest (i.e., Form 700s) and Campaign Disclosure documents (i.e. Form 460s). Both programs have been installed and are operational, however, there is one remaining authorization necessary by Council in order to make these filings fully electronic, and;

WHEREAS, Pursuant to California Government Code Section 84615, the City Council must officially adopt an Ordinance memorializing their approval to require and authorize complete electronic signature and submission of electronic campaign disclosure forms. Tonight's action is the first of a two-step process to implement electronic filing.

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

SECTION 1. Purpose and Authority. The purpose of this Ordinance is to require the filing of Campaign Disclosure Statements and Statements of Economic Interest by elected officials, candidates, staff, consultants, or committees to be completed electronically. The City Council enacts this Ordinance in accordance with the authority

ORDINANCE NO. 1869

granted to cities by state law. This ordinance is intended to supplement, and not conflict with, the Political Reform Act.

SECTION 2. Findings.

The City Council of the City of Gardena finds and determines as follows:

- A. That California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, or committee, required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk.
- B. In any instance in which the original statement is required to be filed with the Secretary of State and a copy of that statement is required to be filed with the City, the filer is permitted, but not required, to file a copy electronically;
- C. The City Clerk's web-based system contains multiple safeguards to protect the integrity and security of the data, will operate securely and effectively, and will not unduly burden filers; and
- D. The City Clerk/Deputy City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.
- E. This Ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment, either directly or ultimately. In the event that the Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility to have a significant effect on the environment.

SECTION 3. Addition:

Gardena Municipal Code 2.70, " Statements of Economic Interest and Electronic Filing of Campaign Disclosure Statements" is hereby added to read as follows:

2.70.010 Definitions

For the purposes of this chapter, the following words, terms, and phrases shall be defined as follow:

- A. "Electronic filing system" means a system established by the City Clerk pursuant to Section 84615 of the Government Code for electronic filing of statements, as defined herein.
- B. "Filer" means any elected officer, candidate, committee, or other person required to file statements, as defined herein.
- C. "Statements" shall mean any statements, reports, or other documents that filers must file in accordance with Chapter 4 of the Political Reform Act (Government Code Section 84100, et seq.).

ORDINANCE NO. 1869

2.70.020 Electronic Filing System.

- A. Pursuant to Government Code section 84615, the City Clerk may establish an electronic filing system.
- B. The electronic filing system shall meet the following requirements:
 - 1. Comply with all requirements set forth in Section 84615 of the Government Code.
 - 2. Ensure the integrity of data transmitted, including by establishing safeguards against efforts to tamper with, manipulate, alter, or subvert data.
 - 3. Accept filing in the standardized record format developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code, compatible with the Secretary of State's system for receiving an online or electronic filing.
 - 4. Include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004 of the Government Code.

2.70.030 Required Online Filing.

- A. Upon establishment of an electronic filing system by the City Clerk pursuant to Section 2.70.010(A), each filer shall file statements using the City Clerk's electronic filing system according to procedures established by the City Clerk. Notwithstanding the preceding sentence, filers are exempt from these requirements if they received less than \$1,000 in contributions and made less than \$1,000 in expenditures, or another amount as established by the Political Reform Act. in a calendar year.
- B. Filers who have electronically filed a statement using the City Clerk's electronic filing system are not required to file copies in a copy of that document in paper format with the City Clerk.
- C. Filers shall file statements in paper format with the City Clerk if the electronic filing system is not capable of accepting a statement for any reason.,
- D. The electronic filing system shall allow filers to complete and submit statements free of charge.

2.70.040 Availability of Statements for Public Review; Record Retention.

- A. The City Clerk shall make available on the City's website all data filed pursuant to this Chapter in an easily understood format that provides the greatest feasible public access. Data shall be made available free of charge and as soon as possible after receipt.
- B. Data made available on the City's webpage shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. A complete, unredacted copy of the statement shall be made available to any person upon request to the City Clerk's office.

ORDINANCE NO. 1869

- C. The City Clerk's office shall maintain online or electronic statements in compliance with State law and the City's adopted Retention Schedule.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

SECTION 5. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

SECTION 6. Effective Date. This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this ___ day of _____, 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: April 9, 2024

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

AGENDA TITLE: Approve and Authorize Director of Public Works to execute an Authorization for Crossing Improvements between the City of Gardena and Union Pacific Railroad for the Normandie Avenue Railroad Crossing Improvement Project JN 540. Additionally, approve Budget Appropriation of \$110,000 from Gas Tax.

COUNCIL ACTION REQUIRED:

Staff Recommendations:

- **Authorize the Director of Public Works to Execute an Authorization for Crossing Improvements with UPRR.**
- **Approve Budget Appropriation**

RECOMMENDATION AND STAFF SUMMARY:

The Normandie Avenue railroad crossing is an active railroad crossing between 166th and 168th streets that is owned and operated by Union Pacific Railroad (UPRR). The railroad tracks are in poor condition resulting in a rough and uneven crossing. The railroad gates are also old and prone to malfunction.

In this Authorization for Crossing Improvements (ACI), UPRR will install new tracks on concrete panels for the whole width of Normandie Avenue. The City of Gardena will then proceed with re-paving the asphalt, several feet in both directions of the railroad, to ensure a smooth transition, under a separate bid processing and contract.

The subject ACI enumerates each party's scope, construction responsibilities and share of the cost. The estimated total cost to improve the railroad crossing within the Union Pacific right-of-way is \$217,386. UPRR's portion will be 50% of the cost which is \$108,386.

Staff respectfully recommends that the City Council approve and authorize the Director of Public Works to execute an Authorization for Crossing Improvements between City of Gardena and Union Pacific Railroad, in a form approved by the City Attorney, for the Normandie Avenue Railroad Crossing Improvement Project, JN 540. Additionally, approve the budget appropriation in the amount of \$110,000 to finance the City of Gardena's share on the railroad crossing rehabilitation from the Gas Tax.

FINANCIAL IMPACT/COST:

Requested Budget Amount: \$110,000 from Gas Tax

ATTACHMENTS:

[GardenaUPRR_ACI_240409.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is written on a light blue rectangular background.

Clint Osorio, City Manager

AUTHORIZATION FOR CROSSING IMPROVEMENTS

Effective Date:

THIS AUTHORIZATION FOR CROSSING IMPROVEMENTS ("**Agreement**") is made and entered into as of the **Effective Date** above, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and CITY OF GARDENA, CALIFORNIA ("**Agency**").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area ("**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on Exhibit A attached hereto and made a part hereof ("**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("**Railroad Work**"). Railroad's estimated cost for the Railroad Work is included on Exhibit C attached hereto ("**Estimate**") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.
2. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.
3. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.
4. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement and to comply with the requirements set forth therein.
5. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing the Agency Work, and if the performance of any Agency Work requires any person

or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. Subject to Exhibit D, in the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for all such costs incurred in connection therewith.

6. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to commencing any Agency Work, Agency shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency will telephone (or will cause its contractor or agent to coordinate) the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable.

7. Agency, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.

8. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

9. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF GARDENA, CALIFORNIA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

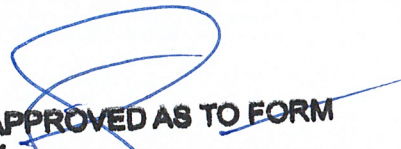
Signature

Printed Name

Kenneth Tom
Printed Name

Title

Manager I, Industry & Public Projects
Title


APPROVED AS TO FORM
BY CARMEN VASQUEZ
CITY ATTORNEY

Description of Crossing Location

Street	Normandie Avenue	DOT #	760501B
Subdivision	Torrance Ind. Ld.	Milepost	497.314
City	Gardena	State	CA
County	Los Angeles		

Scope of Work

Railroad Work:

- Remove existing 80' asphalt crossing surface, and dispose of resulting track materials/debris
- Install new 96' precast concrete crossing surface
- Field weld rail
- Relay track at crossing with 136 lb. transition rail
- Renew ties
- Surface the track with new ballast

Agency Work:

- Provide traffic control and road closure with detour plan during construction
- Install new signage and striping
- Sawcut and remove pavement
- Install pavement up to the crossing surface upon completion of crossing surface installation

Estimate Cover Page

(see attached)

Material And Force Account Estimate
Gardena

Estimate Number: 147972 Version: 1

Standard Rates: Labor Additive = 283.35%

Estimate Good Until 03/25/25

Location: TORRANCE IND LD, CROS, 494.6-494.65
Description of Work: Gardena CA, Normandie Ave, MP 497.314 Torrance Ind Lead, DOT 760501B
Prepared For:
Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %50	Agcy %50
ENGINEERING										
		Engineering	1	LS	20,570.00	20,570	0	20,570	10,285	10,285
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	450	450
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	450	450
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	2,122.00	0	2,122	2,122	1,061	1,061
		Contract Engineering	1	LS	20,000.00	0	20,000	20,000	10,000	10,000
Sub-Total =						20,570	23,922	44,492	22,246	22,246
TRACK CONSTRUCTION - COMPANY										
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	96	TF	1,076.70	60,177	43,186	103,363	51,682	51,682
	BALAST	BALAST CL1	2	CL	2,116.37	1,413	2,820	4,233	2,116	2,116
	COMPJT	Transition Rail - 136#	2	PR	8,649.46	9,456	7,843	17,299	8,649	8,649
	TRACK	136# CWRIS0 24-86" PPHWD N 16 TP	24	TF	722.00	11,898	5,430	17,328	8,664	8,664
Sub-Total =						82,945	59,278	142,223	71,111	71,111
TRACK REMOVAL - COMPANY										
	TRACK	Remove Track	120	TF	47.26	5,671	0	5,671	2,836	2,836
Sub-Total =						5,671	0	5,671	2,836	2,836
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	25,000.00	0	25,000	25,000	12,500	12,500
Sub-Total =						0	25,000	25,000	12,500	12,500
Total Wgt. in Tons = 513						Totals =	109,186	108,200	217,386	108,693

Grand Total =

\$217,386

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Gardena will pay actual construction costs at the current rates effective thereof.

Reimbursement Method

Agency agrees to reimburse Railroad for **FIFTY PERCENT (50%)** of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.B
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: April 9, 2024

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

AGENDA TITLE: Reject all bids for the Rosecrans Community Center Project, Chase Building Demolition Phase, JN 505, and re-bid the project.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Reject all bids and rebid.

RECOMMENDATION AND STAFF SUMMARY:

The Rosecrans Community Center Project is currently in the conceptual planning phase as part of the City's Park Master Plan, which will define the program and scope. Subsequently, the design and construction document phases will follow, which are likely to take a few more years to complete.

Meanwhile, the dilapidated existing building and the site have been exposed to ongoing trespassing by homeless individuals, creating nuisances and fire hazards. Thus, it is in the city's best interest to demolish the existing building now and eliminate these safety concerns.

The bid opening was held on March 28, 2024, and all three (3) bids were deemed non-responsive. The apparent low bidder, Interior Demolition, has submitted unbalanced bid prices and requested to withdraw their bid. The second apparent low bidder, Vertex Civil, did not include any of the required CDBG bid documents. The third bidder, Clauss Construction, did not complete the Bidder's Declaration form and sign the Certification of Understanding and Authorization by the required authority.

1.	Interior Demolition, Inc., Newhall CA	\$227,000 (Non-Responsive)
2.	Vertex Civil, LLC, Anaheim CA	\$348,400 (Non-Responsive)
3.	Clauss Construction, Lakeside CA	\$479,015 (Non-Responsive)

Therefore, staff respectfully recommends that the City Council reject all bids for the Rosecrans Community Center Project, Chase Building Demolition Phase, JN 505, and proceed to re-bid the project.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[JN_505_-_Clauss_Construction_3-28-2024.pdf](#)
[JN_505_Interior Demolition Letter of withdraw.pdf](#)
[JN_505_-_Interior_Demolition__Inc._3-28-2024.pdf](#)
[JN_505_-_Vertex_Civil_LLC_3-28-2024 \(1\).pdf](#)

APPROVED:

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

Clint Osorio, City Manager

BID PROPOSAL (BP)

**ROSECRANS COMMUNITY CENTER –
CHASE BUILDING DEMOLITION PHASE**

PROJECT NO. JN 505

Contractor:	<u>Clauss Construction</u>
Address:	<u>9911 Maine Ave, Lakeside, CA 92040</u>
Phone:	<u>619-390-4940</u>
Fax:	<u>619-390-4944</u>
License No.:	<u>630564</u>
D.I.R. No.	<u>1000004349</u>
Email:	<u>estimator@claussconstruction.com</u>

To Be Submitted

WITH

Bid Package

TO BE SUBMITTED WITH PROPOSAL

BP-1

BID PROPOSAL

PROJECT NO. JN 505

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within **twenty (20) Working Days** from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Mobilization, Insurance and Bonds (Maximum 5%)	L.S.	1	\$ 24,100.00	\$ 24,100.00
2	Site Demolition	L.S.	1	\$ 39,240.00	\$ 39,240.00
3	Building Demolition	L.S.	1	\$ 203,580.00	\$ 203,580.00
4	Asbestos and Lead Abatement	L.S.	1	\$ 24,475.00	\$ 24,475.00
5	Earthwork / Grading with Import Fill	L.S.	1	\$ 135,965.00	\$ 135,965.00
6	NPDES Compliance and Erosion Control	L.S.	1	\$ 47,270.00	\$ 47,270.00
7	Abandon Utilities	L.S.	1	\$ 4,385.00	\$ 4,385.00
BASE BID TOTAL					\$ 479,465.00

TOTAL BASE BID PRICE:

(Figures) \$ 479,465.00

(Words) Four Hundred Seventy Nine Thousand Four Hundred Sixty Five Dollars and Zero Center

*** 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

TO BE SUBMITTED WITH PROPOSAL

BP-2

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.

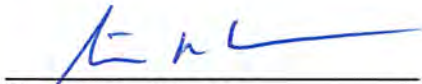
In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of
10% of total base bid Dollar

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

William Musbach - Senior Vice President

Name of Bidder



Signature of Bidder

TO BE SUBMITTED WITH PROPOSAL

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BID PROPSOAL

PROJECT NO. JN 505

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

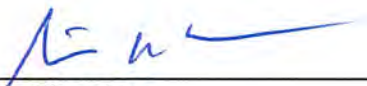
Addendum No. 1 Date 3-6-24 Addendum No. Date

Addendum No. 2 Date 3-18-24 Addendum No. Date

Addendum No. Date Addendum No. Date

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom (<https://www.e-arc.com/location/costa-mesa/>). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

03/27/2024

Date

TO BE SUBMITTED WITH PROPOSAL

BP-4

BID PROPOSAL

PROJECT NO. JN 505

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

TO BE SUBMITTED WITH PROPOSAL

BP-5

BIDDER'S DECLARATION (Continued)

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

Respectfully submitted,

Clauss Construction
Contractor's Business Name

9911 Maine Ave
Business Address: Street

Lakeside, CA 92040
City State Zip

619-390-4940
Business Phone Number

03/27/2024
Date

Name Title

City State Zip

William Musbach
Contractor (Print) Title

 Senior Vice President
Signature Title

630564- A,B,C21,C22,ASB,HAZ
Contractor's License No. and Classification

619-390-4944
Business Fax Number

Residence: Street

Residence Phone Number

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

BID PROPOSAL

PROJECT NO. JN 505

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

William Musbach being first duly sworn, deposes and says that he or she is Senior Vice President of Clauss Construction 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.

William Musbach
NAME OF BIDDER


SIGNATURE OF BIDDER

9911 Maine Ave
ADDRESS OF BIDDER

<u>Lakeside</u>	<u>CA</u>	<u>92040</u>
CITY	STATE	ZIP

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

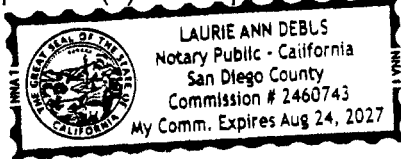
TO BE SUBMITTED WITH PROPOSAL
BP-7

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 27th
day of March, 2024, by William M. Musbach

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Laurie Ann DeBlas

BID PROPOSAL

PROJECT NO. JN 505

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 are 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 27 day of March, 2024, at Lakeside (place of execution),
California_____.

Signature:  Name: William Musbach

Title: Senior Vice President Company: Clauss Construction

TO BE SUBMITTED WITH PROPOSAL

BP-8

BID PROPOSAL

PROJECT NO. JN 505

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Clauss Construction, as Principal,
and Developers Surety and Indemnity Company, as Surety,
are held firmly bound unto the City of Gardena in the sum of \$ 10% of bid amount;
ten percent of bid amount (10%) 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: ROSECRANS COMMUNITY CENTER –
CHASE BUILDING DEMOLITION PHASE**

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.

*22nd
SIGNED AND SEALED, this *day of March, 2024.

Clauss Construction (SEAL)
Principal

Developers Surety and
Indemnity Company (SEAL)
Surety

BY: [Signature]
Signature

BY: [Signature]
Signature
Allison Ocampo, Attorney-In-Fact

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

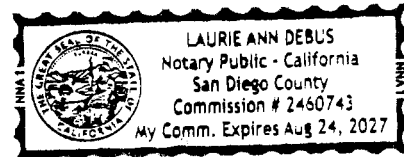
On March 27, 2024 before me, Laurie Ann Debus, Notary Public
(insert name and title of the officer)

personally appeared William M. Musbach,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laurie Ann Debus (Seal)



POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Michael R. Strahan, E.B. Strahan and Allison Ocampo, of San Diego, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective February 2, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hoang-Quyen Phu Pham



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023

DocuSigned by:
By: Barry W. Moses Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 22nd day of March, 2024

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

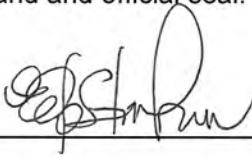
On 3/22/2024 before me, E.B. Strahan, Notary Public

personally appeared Allison Ocampo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



BID PROPOSAL

PROJECT NO. JN 505

DESIGNATION OF SUBCONTRACTORS

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

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

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

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
	N/A				

Not more than 0 %.

TO BE SUBMITTED WITH PROPOSAL

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BID PROPOSAL

PROJECT NO. JN 505

CONSTRUCTION PROJECT REFERENCE


In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: 32

Three projects of this type recently completed:

1. Name (Firm/Agency): Lawrence Livermore National Laboratory
Address: 7000 East Ave, Livermore, CA 94550
Contact Person: Gabriel Banuelos Telephone No.: 925-423-5574
Title of Project: B175 Decommissioning & Demolition (D&D) Livermore, CA
Project Location: Lawrence Livermore National Laboratory
Date of Completion: April 2022 Contract Amount: \$ 6,160,871.00
2. Name (Firm/Agency): GES-AIS, LLC
Address: 1501 West Fountainhead Parkway , Ste 550 Tempe, AZ 85282
Contact Person: Tiffany Freedman Telephone No.: 630-252-5767
Title of Project: Advanced Photon Source Upgrade (APS) Storage Ring and Mezzanine Removal/ Transport
Project Location: Argonne National Laboratory, Lemont, IL
Date of Completion: July 2023 Contract Amount: \$ 5,211,803.47
3. Name (Firm/Agency): The PENTA Building Group
Address: 181 E Warm Springs Rd, Las Vegas, NV 89119
Contact Person: Cassy Smith Telephone No.: 702-614-1678
Title of Project: Showcase Raider V Project
Project Location: Las Vegas, NV 89119
Date of Completion: July 2023 Contract Amount: \$ 2,077,874.00

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

Bidder's Signature 

TO BE SUBMITTED WITH PROPOSAL

BP-11

BID PROPOSAL

PROJECT NO. JN 505

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 Clauss Construction

TITLE OF PERSON SIGNING Senior Vice President

SIGNATURE 

DATE 03/27/2024

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

N/A

TO BE SUBMITTED WITH PROPOSAL

BP-12

BID PROPOSAL

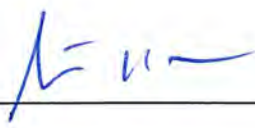
PROJECT NO. JN 505

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  Name: William Musbach

Title: Senior Vice President Company: Clauss Construction

TO BE SUBMITTED WITH PROPOSAL

BP-13

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.


TO BE SUBMITTED WITH PROPOSAL

EXHIBIT 6

Worker's Compensation Certification

<u>03/27/2024</u> DATE	<u>ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE</u> PROJECT NAME	<u>JN 505</u> PROJECT NUMBER
<u>Clauss Construction</u> COMPANY NAME		<u>619-390-4940</u> PHONE
<u>9911 Maine Ave, Lakeside, Ca 92040</u> COMPANY ADDRESS		

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California 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.

William Musbach
AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL SIGNATURE

Senior Vice President
AUTHORIZED OFFICIAL TITLE/CAPACITY
03/27/2024
DATE

List of Proposed Subcontractors or Sub-Tier Contractors

E-MAIL[illegible]

DATE _____

EXHIBIT 8

Certification of Understanding and Authorization

ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE
PROJECT NAME/NUMBER
City of Gardena
AWARDING AGENCY
Claus Construction
COMPANY NAME
9911 Maine Ave, Lakeside, Ca 92040
COMPANY ADDRESS
630564
LICENSE NUMBER
33-0480796
EMPLOYER IDENTIFICATION NUMBER
787784875
DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (Individual Responsible for Signing Statements of Compliance)

Laurie Debus
NAME
Accountant
TITLE

SIGNATURE
03/27/2024
DATE

PRINCIPAL OWNER / GENERAL PARTNER: (Listed on CSLB Personnel List)

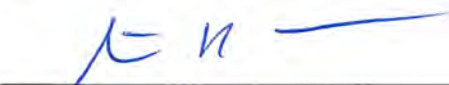
William Musbach for Joshua J. Claus - See attached Corporate Resolution
NAME
President and Secretary
TITLE

SIGNATURE
03/27/2024
DATE

EXHIBIT 10

Non-Segregated Facilities Certification

ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE	JN 505	\$479,465.00
PROJECT NAME	PROJECT NUMBER	BID/CONTRACT DOLLAR AMOUNT
Clauss Construction		
COMPANY NAME		
9911 Maine Ave, Lakeside, Ca 92040		
COMPANY ADDRESS		
630564	33-0480796	787784875
LICENSE NUMBER	EMPLOYER IDENTIFICATION NUMBER	DUNS NUMBER

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

William Musbach

AUTHORIZED OFFICIAL NAME



AUTHORIZED OFFICIAL SIGNATURE

Senior Vice President

AUTHORIZED OFFICIAL TITLE/CAPACITY

03/27/2024

DATE

EXHIBIT 11

Past Performance Certification

ROSECRANS COMMUNITY CENTER –
CHASE BUILDING DEMOLITION PHASE
PROJECT NAME
9911 Maine Ave, Lakeside, Ca 92040
COMPANY NAME
Claus Construction
COMPANY ADDRESS
630564
LICENSE NUMBER
33-0480796
EMPLOYER IDENTIFICATION NUMBER
787784875
DUNS NUMBER

The ☒ bidder, ☐ proposed sub-contractor, hereby certifies that he/she ☒ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☒ has, ☐ has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

William Musbach
AUTHORIZED OFFICIAL NAME
Senior Vice President
AUTHORIZED OFFICIAL TITLE/CAPACITY
03/27/2024
DATE

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

Notice of Equal Employment Opportunity

TO: Laborers Union Local 300
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

2005 W Pico Blvd, Los Angeles, Ca 90006
ADDRESS

<u>ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE</u>	<u>JN 505</u>	<u>\$479,465.00</u>
PROJECT NAME	PROJECT NUMBER	BID/CONTRACT DOLLAR AMOUNT

Clauss Construction
COMPANY NAME

9911 Maine Ave, Lakeside, Ca 92040
COMPANY ADDRESS

<u>630564</u>	<u>33-0480796</u>	<u>787784875</u>
LICENSE NUMBER	EMPLOYER IDENTIFICATION NUMBER	DUNS NUMBER

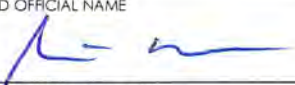
The Undersigned currently holds a contract with City of Gardena
involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

William Musbach
AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL SIGNATURE

Senior Vice President
AUTHORIZED OFFICIAL TITLE/CAPACITY
03/27/2024
DATE

EXHIBIT 13

Minority and Women's Business Enterprise Reporting

THIS REPORT MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1 - BUSINESS INFORMATION FOR CONTRACTOR

03/27/2024	ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE	JN 505
DATE	PROJECT NAME	PROJECT NUMBER
Clauss Construction		619-390-4940
FIRM NAME		PHONE
9911 Maine Ave, Lakeside, Ca 92040		
BUSINESS ADDRESS		

TYPE OF FIRM:

(Check One and Provide Information)

<input type="checkbox"/> Individual	Name of Owner _____
<input checked="" type="checkbox"/> Corporation	State of Incorporation: California
<input type="checkbox"/> Partnership	Indicate General "G", Limited "L": _____
	Name of Partners: _____
<input type="checkbox"/> Joint Venture	Joint Venture Participants: _____

Number of year(s) firm has been in business under present ownership: 6

OWNERSHIP DEMOGRAPHICS:

(Provide the number of owners by race or gender category and the percentage of ownership interest of those individuals)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number					1	
% of Assets Owned					100	

OWNERSHIP INFORMATION:

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage
Joshua J. Clauss	Caucasian	Male	6	100	100

I certify that the information provided herein is true and correct.

Federal EIN: 33-0480796

License Number: 630564

DUNS Number: 787784875



SIGNATURE

03/27/2024

DATE

IF LESS THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 2

AND PROVIDE INFORMATION ON SUBCONTRACTS OR SUB-TIER CONTRACTING WITH MBE/WBE FIRMS.

MBE AND WBE SUBCONTRACTING

ROSECRANS COMMUNITY CENTER -
CHASE BUILDING DEMOLITION PHASE

03/27/2024

CHA
PROJECT NAME

JN 505

PROJECT NUMBER

Clauss Construction

FIRM NAME

03/28/2024

\$479,465.00

BID/CONTRACT AMOUNT

[illegible]

I certify that the information provided herein is true and correct.

SIGNATURE

DATE 03/27/2024

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE:	\$ 16,000.00	3.3%
WBE:	\$ 0	0%

IF BIDDER / CONTRACTOR IS LESS THAN 50% MINORITY OR WOMEN OWNED (Part 1) AND IF MBE AND WBE FIRMS ARE NOT SUBCONTRACTED (Part 2),
PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT CERTIFICATION

PART 3

CONTRACTING/GOOD-FAITH EFFORT CERTIFICATION

This certification must be signed and submitted with your bid or proposal when the bidder is not an MBE or WBE (Part 1) or does not subcontract with MBE or WBE firms (Part 2).

Please initial where indicated that you have read and complied with at least three (3) of the Good Faith Efforts listed below. You must attach documentation to demonstrate that at least three (3) good-faith efforts were made to secure MBE/WBE participation in this contracting opportunity. Your good-faith effort will be evaluated in accordance with the criteria listed below.

- | Good Faith Efforts Implemented (Minimum of 3) | Initial here
if true and
correct |
|--|---|
| 1. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals (if a pre-bid meeting was offered). | _____ |
| 2. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following:
Media where advertised: _____
Media contact information: _____
Date(s) of advertisement: _____
Attach copies of the advertisement(s) to this form and submit with bid.
<i>Note: Electronic advertisements are acceptable.</i> | _____ |
| 3. The Bidder/Firm provided interested potential MBE/WBE subcontractors with the project plans and specifications.

<i>Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.</i> | _____ |
| 4. The Bidder/Firm provided potential MBE/WBE subcontractors with technical assistance or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract.

<i>Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.</i> | _____ |
| 5. The Bidder/Firm made follow-up contacts with potential MBE/WBE firms which expressed an interest in the project.

<i>Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.</i> | _____ |

Good Faith Efforts Implemented (Minimum of 3)

Initial here
if true and
correct

6. The Bidder/Firm requested assistance from organizations which identify potential MBE/WBE firms.

Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contracted, method contacted, and results.

7. The Bidder/Firm contacted potential MBE/WBE firms and negotiation was made in good faith.

Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

DATE

TITLE

PHONE

EXHIBIT 14

Federal Lobbyist Certification

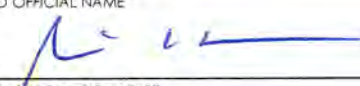
ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE	JN 505	\$479,465.00
PROJECT NAME	PROJECT NUMBER	BID/CONTRACT DOLLAR AMOUNT
Claus Construction		
COMPANY NAME		
9911 Maine Ave, Lakeside, Ca 92040		
COMPANY ADDRESS		
630564	33-0480796	787784875
LICENSE NUMBER	EMPLOYER IDENTIFICATION NUMBER	DUNS NUMBER

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or 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 above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. 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.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

William Musbach
AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL SIGNATURE

Senior Vice President
AUTHORIZED OFFICIAL TITLE/CAPACITY
03/27/2024
DATE

Section 3 Business Certification Form

Federal Compliance Form – To be submitted with Bid to be Responsive to Section 3

ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE		JN 505	\$479,465.00
Project Name Clauss Construction		Project Number	Bid/Contract Amount
Business Name 9911 Maine Ave, Lakeside, Ca 92040			
Business Address 619-390-4940	630564	33-0480796	787784875
Telephone Number	Contractor's License Number	Federal Employer Identification Number	DUNS Number

1. The above-named business is a Section 3 Business Concern based on the following qualifications:

☐ **51 percent owned and controlled by low- or very low-income persons**

Number of Low- or Very Low-income Owners _____ ÷ Number of Owners _____ = _____ %

(Attach Section 3 Worker and Targeted Section 3 Worker Certifications for all Section 3 owners claimed and a list of all other non-income eligible owners)

☐ **Over 75 percent of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers**

a. Total Number of Labor Hours for the prior three-month period _____

b. Number of Labor Hours for the prior three-month period performed by Section 3 Workers _____

c. $b \div a =$ _____ %

(Attach Summary Labor Report Form for the prior three-month period)

☐ **At least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing**

Number of Section 3 Resident Owners _____ ÷ Number of Owners _____ = _____ %

(Attach Section 3 Worker and Targeted Section 3 Worker Certification for all Section 3 owners claimed)

2. The above-named business is not a Section 3 Business Concern, but commits to meeting the Section 3 goal on this project by:

☒ **Making a Written Commitment**

Our company declares its intention to incorporate Section 3 into our normal hiring practices beginning with all openings effective on or after the date of contract award, with the goal of becoming a Section 3 Business Concern; and comply with the employment and training and contracting prioritization efforts of 24 CFR 75.19. On this project, our company and its subcontractors will collectively meet the following Section 3 minimum labor hour benchmarks:

Labor Hour Standard	Ratio Formula	Minimum %
Section 3 Workers	Section 3 Workers ÷ Total Labor Hours	25%
Targeted Section 3 Workers	Targeted Section 3 Workers ÷ Total Labor Hours	5%

We have attached the Statement of Section 3 Qualifications, and Business Certifications for all subcontracts claimed; and agree to conduct and document outreach efforts to hire Section 3 Workers and Targeted Section 3 Workers and collect Section 3 Worker and Section 3 Targeted Worker Certifications, and document their labor hours as well as total labor hours throughout the duration of the project.

The undersigned declares that the above information is complete and correct.

William Musbach

Printed Owner/Principal Name

Owner/Principal Signature

03/27/2024

Date

Statement of Section 3 Qualifications

Contractor name and address Clauss Construction 9911 Maine Ave Lakeside, Ca 92040		Project number: JN 505	Dollar amount of contract: \$479,465.00
		Contact person and title: William Musbach - Senior Vice President	
		Contact person email address: estimator@claussconstruction.com	
Phone: (include area code) 619-390-4940	Contractor's license number and class: 630564 - A, B, C21, C22, HAZ	Federal EIN: 33-0480796	Date report submitted: 03/27/2024
Date(s) covered:		Do you currently qualify as a Section 3 Business Concern? <div style="text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div>	

Part I: Past Performance under Section 3 Projects

Has your firm previously performed work on Section 3 projects? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please complete the attached spreadsheet detailing your Section 3 accomplishments for the last year

Part II: Efforts to Meet Section 3 Worker and Targeted Work Labor Hour Obligations

Please specify the commitments that you have made to meet your Section 3 Worker and Targeted Work Labor Hour Obligations
<input type="checkbox"/> We have a sufficient number of verifiable Section 3 Workers and Targeted Section 3 Workers currently employed, which based on the labor hour projections for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.
<input type="checkbox"/> We have contractual commitments with Section 3 Business Concerns, which when combined with labor hour projections for our staff and those of the Section 3 Business Concerns for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.
<input checked="" type="checkbox"/> We will engage in outreach efforts to identify and secure bids from Section 3 Business Concerns, which when combined with labor hour projections for our staff and those of the Section 3 Business Concerns for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.

Statement of Section 3 Qualifications continued on the next page.

- ☒ We commit to performing the following targeted outreach activities to expand the number of Section 3 Workers and Targeted Section 3 Workers to a level which based on the labor hour projections for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers (list all outreach activities to be performed):

Clauss Construction is a Signatory Union Contractor and will portray Section 3 labor requirements while requesting dispatched workers to this project site.

- ☐ We commit to performing the following measures designed to ensure that the labor hours performed by Section 3 Workers and Targeted Section 3 Workers for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers (provide a detailed description of the measures to be implemented):

Statement of Section 3 Qualifications continued on the next page.

Part III: Labor Utilization Projections for Section 3 Workers and Targeted Section 3 Workers

Please complete the following information for the project for which this bid proposal is being submitted:

Current Staffing	
Total Number of Personnel that will be working on this Project	6
Number of currently employed Section 3 Workers that will be working on this Project	0
Number of currently employed Targeted Section 3 Workers that will be working on this Project	0

Projected Labor Utilization	
Includes Current and New Hires, Subcontractors, and Work performed by Section 3 Business Concerns	
a. Total Projected Labor Hours for all Project Personnel	960
b. Total Projected Labor Hours for Section 3 Workers	240
c. Total Projected Labor Hours for Targeted Section 3 Workers	48
Projected Labor Hours by Section 3 Workers as a percentage of Total Labor Hours ($b \div a$)	25 %
Projected Labor Hours by Targeted Section 3 Workers as a percentage of Total Labor Hours ($c \div a$)	5 %

Part IV: Efforts performed to generate economic opportunities and assist in meeting Section 3 Labor Hour Requirements

Please indicate which of the following measure have been completed prior to the submission of this bid:	
<input type="checkbox"/>	Trained and/or Employed ____ Section 3 Workers and ____ Targeted Section 3 Workers (attach Section 3 Worker Certifications and Targeted Section 3 Worker Certifications)
<input type="checkbox"/>	Awarded subcontracts to ____ Section 3 Business Concern(s). (attach Section 3 Business Concern Certifications)
<input type="checkbox"/>	Attempted to recruit Section 3 Workers through: <input type="checkbox"/> Advertising through local media: television, radio, newspaper (attach copy of advertisement) <input type="checkbox"/> Signs prominently displayed at the project site <input type="checkbox"/> Contacts with Community Organizations (attach correspondence) <input type="checkbox"/> Contacted management to notify residents of job availability and posted or distributed flyers at public housing authority (Attach list)
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the training or employment of low-income individuals (attach supporting documentation)
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the award of contracts to Section 3 Business Concerns
<input type="checkbox"/>	Contacted agencies administering HUD Youth-Build programs. (Attach correspondence documentation)
<input type="checkbox"/>	Maintained a file of eligible qualified low-income Residents and qualified Section 3 Business Concerns for future employment
<input type="checkbox"/>	OTHER: (Describe and attach supporting documentation)

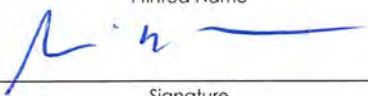
Statement of Section 3 Qualifications continued on the next page.

Section 3 Accomplishments (Please include all Section 3 Projects in which you participated during the last 12 months)				
Project Name	Construction Dates	Funding Entity	Funding Entity Contact Information (Name, Phone and email)	Were All Section 3 Obligations Met for this Project?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Title 18, Section 1001 of the U.S. Code provides that it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein and in its respective attachments are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

William Musbach

 Printed Name


 Signature

Senior Vice President

 Title
 03/27/2024

 Date

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Los Angeles County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name _____

Date Hired (Month/Date/Year) _____

Employee Address _____

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$70,650 or less	2023 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input checked="" type="checkbox"/> My annual income for 2021 was \$66,750 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$63,100 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$58,450 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$54,250 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$50,500 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- Be employed by a Section 3 business concern; or
- Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION

COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE

Employee Residing in San Bernardino or Riverside County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$52,200 or less	2023 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$49,300 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$42,250 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$40,250 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$37,750 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$36,150 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name Title

Signature Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

2. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
3. The worker is employed by a Section 3 business concern.
4. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- c. Be employed by a Section 3 business concern; or
- d. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Orange County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name _____

Date Hired (Month/Date/Year) _____

Employee Address _____

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$80,400 or less	2023 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$75,900 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$71,750 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$66,500 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$61,250 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$58,450 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name

Title

Signature

Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- d. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- e. The worker is employed by a Section 3 business concern.
- f. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- e. Be employed by a Section 3 business concern; or
- f. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in San Diego County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$77,200 or less	2023 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$72,900 or less	2021 Income Limit
2021	<input checked="" type="checkbox"/> My annual income for 2020 was \$64,700 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$59,950 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$54,500 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$50,950 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____	Printed Name	_____	Title
_____	Signature	_____	Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- 3. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- 4. The worker is employed by a Section 3 business concern.
- 5. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- g. Be employed by a Section 3 business concern; or
- h. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area of the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Ventura County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name _____

Date Hired (Month/Date/Year) _____

Employee Address _____

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$74,400 or less	2023 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$70,250 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$63,250 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$58,600 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$56,800 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$55,950 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- g. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- h. The worker is employed by a Section 3 business concern.
- i. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- i. Be employed by a Section 3 business concern; or
- j. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker



CORPORATE RESOLUTION

RESOLVED, that, William M. Musbach, whose signature appears below, is hereby authorized, directed and empowered for and on behalf of this Corporation and its name to execute contracts, bid documents, and bonds for the continued operation and the benefit of the Corporation on such terms as may be agreed to by all parties concerned.

Authorized Signature:

Signature

I, Joshua J. Clauss, secretary of Clauss Construction, a Corporation, do hereby certify that the resolution appearing above is a full, true and correct copy of a resolution of the board of directors of said corporation duly and regularly passed and adopted at a meeting of the board of directors of said corporation which was duly and regularly called and held in all respects as required by law and the bylaws of said Corporation on the 22nd day of June 2017 and that the signature appearing on the above mentioned copy of said resolution is the genuine signature of the person mentioned in said resolution and authorized to act on behalf of said corporation as set forth in said resolution.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

In witness whereof, I have hereunto set my hand as such secretary this 22nd day of June 2017.


Secretary

ATTENTION: CITY, c/o CITY CLERK

Clauss Construction
9911 Maine Ave
Lakeside, Ca

Project No. 505
Rosecrans Community Center –
Chase Building Demolition Phase

'24 MAR 28 AM 9:46
CITY CLERK'S OFC



BID ON PROJECT 505



*Corporate Office
2621 Honolulu Avenue
Montrose, CA 91020
www.interiordemolition.net*

April 1, 2024

City of Gardena
Department of Public Works
1717 West 162nd St.
Gardena, CA 90247

RE: Rosecrans Community Center Chase Building Demolition Phase
Contract No. 505

To whom it may concern,

We have discovered the existence of a mathematical clerical error in our bid submitted for the above listed project. This error is reflected in the bid price and thus this mistake should be added to the total computation of our total bid.

In view of error involved, we hereby respectfully request immediately withdraw of our bid from consideration. We like to thank you for the opportunity to bid on our project. We hope to bid on future projects.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Interior Demolition, Inc.
Maria Molina
Secretary/ Treasurer
Buss: (818) 249-4932 x 103
Email: maria@interiordemolition.net

BID PROPOSAL (BP)

**ROSECRANS COMMUNITY CENTER –
CHASE BUILDING DEMOLITION PHASE**

PROJECT NO. JN 505

Contractor: Interior Demolition, Inc.
Address: 23508 Pine St., Newhall, CA 91321
Phone: 818-249-4932
Fax: 818-249-4937
License No.: 603409
D.I.R. No. 1000004790
Email: maria@interiordemolition.net

To Be Submitted

WITH

Bid Package

BID PROPOSAL

PROJECT NO. JN 505

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within **twenty (20) Working Days** from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Mobilization, Insurance and Bonds (Maximum 5%)	L.S.	1	\$ 10,000.00	\$ 10,000.00
2	Site Demolition	L.S.	1	\$ 10,000.00	\$ 10,000.00
3	Building Demolition	L.S.	1	\$ 100,000.00	\$ 100,000.00
4	Asbestos and Lead Abatement	L.S.	1	\$ 10,000.00	\$ 10,000.00
5	Earthwork / Grading with Import Fill	L.S.	1	\$ 85,000.00	\$ 85,000.00
6	NPDES Compliance and Erosion Control	L.S.	1	\$ 10,000.00	\$ 10,000.00
7	Abandon Utilities	L.S.	1	\$ 2,000.00	\$ 2,000.00
BASE BID TOTAL					\$ 227,000.00

TOTAL BASE BID PRICE:

(Figures) \$227,000.00

(Words) Two hundred and twenty seven thousand dollars and 00/100

* 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

TO BE SUBMITTED WITH PROPOSAL

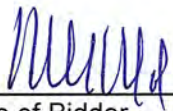
or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will paid therefor.

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 Twenty Two Thousand Seven Hundred 00/100 Dollar
s, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Interior Demolition, Inc.
Name of Bidder


Signature of Bidder

BID PROPSOAL

PROJECT NO. JN 505

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. 1 Date 3/6/2024 Addendum No. Date

Addendum No. 2 Date 3/18/2024 Addendum No. Date

Addendum No. Date Addendum No. Date

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom (<https://www.e-arc.com/location/costa-mesa/>). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

3/27/2024

Date

BID PROPOSAL

PROJECT NO. JN 505

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

TO BE SUBMITTED WITH PROPOSAL

BP-5

BIDDER'S DECLARATION (Continued)

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

Respectfully submitted,

Interior Demolition, Inc.

Contractor's Business Name

23508 Pine St.

Business Address: Street

Newhall, CA 91321

City State Zip

818-249-4932

Business Phone Number

3/27/2024

Date

Maria Molina - Secretary and Treasurer

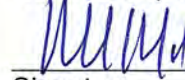
Name Title

Newhall, CA 91321

City State Zip

Maria Molina - Secretary and Treasurer

Contractor (Print) Title



Secretary and Treasurer

Signature Title

603409 - B, C12, C21, C22, D63, ASB, HAZ, C61/D63

Contractor's License No. and Classification

818-249-4937

Business Fax Number

23508 Pine St.

Residence: Street

818-249-4932

Residence Phone Number

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

BID PROPOSAL

PROJECT NO. JN 505

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

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

Interior Demolition, Inc.

NAME OF BIDDER



SIGNATURE OF BIDDER

23508 Pine St.

ADDRESS OF BIDDER

Newhall,

CITY

CA

STATE

91321

ZIP

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

TO BE SUBMITTED WITH PROPOSAL

BP-7

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

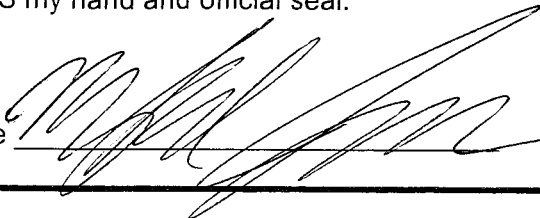
On 3-28-24 before me, MYKEL L JOHNSON, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Maria Molina
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

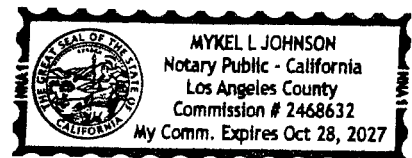
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



BID PROPOSAL

PROJECT NO. JN 505

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 are 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 27th day of March, 2024, at Newhall _____ (place of execution),
California 91321.

Signature:  Name: Maria Molina

Title: Secretary and Treasurer Company: Interior Demolition, Inc.

TO BE SUBMITTED WITH PROPOSAL

BP-8

BID PROPOSAL

PROJECT NO. JN 505

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Interior Demolition, Inc., as Principal,
and Philadelphia Indemnity Insurance Company, as Surety,
are held firmly bound unto the City of Gardena in the sum of \$ 10%;
Ten percent of the total bid amount 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: ROSECRANS COMMUNITY CENTER –
CHASE BUILDING DEMOLITION PHASE**

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 March, 2024.
* 26th

Interior Demolition, Inc. (SEAL)
Principal

Philadelphia Indemnity Insurance Company (SEAL)
Surety

BY: 
Signature

BY: 
Signature Ryan Butterfas, Attorney-in-Fact

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On MAR 26 2024 before me, Adelaide C. Hunter, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Ryan Butterfas
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Hunter
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

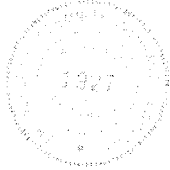
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

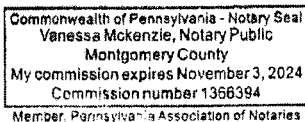
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of March, 20 24



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

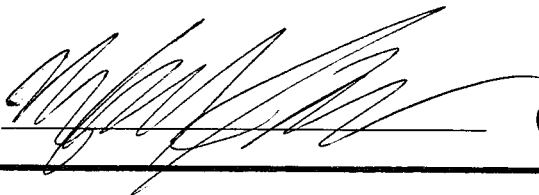
On 3-28-24 before me, MYKEL L JOHNSON, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Maria Molina
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in
~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

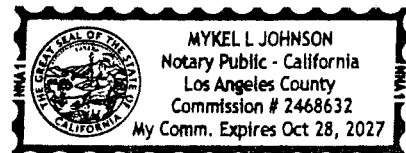
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



BID PROPOSAL

PROJECT NO. JN 505

DESIGNATION OF SUBCONTRACTORS

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

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

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

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
1.1%	Dietz Hydroseeding Co. 15745 Kadota Street, Sylmar, CA 91342	Hydroseeding	493207	C27	1000007906

Not more than 1.1 %.

TO BE SUBMITTED WITH PROPOSAL

BP-10

BID PROPOSAL

PROJECT NO. JN 505

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: 36 years

Three projects of this type recently completed:

1. Name (Firm/Agency): City of Gardena
Address: 1717 W 162nd St. Gardena, CA 90247
Contact Person: Kevin Kwak Telephone No.: 310-217-9643
Title of Project: Gardena Community Aquatic and Senior Center - Demolition Phase
Project Location: Gardena
Date of Completion: 8/01/2022 Contract Amount: \$ 160,930.00

2. Name (Firm/Agency): City of Chino
Address: 13220 Central Avenue, Chino 91710
Contact Person: Keith Martinez Telephone No.: 909-334-3421
Title of Project: Former Fire Station No. 1 and Monte Vista Park House Demolition
Project Location: Chino
Date of Completion: 4/07/2023 Contract Amount: \$ 210,702.00

3. Name (Firm/Agency): Gold Coast Transit District
Address: 1901 Auto Center Drive, Oxnard, CA 93036
Contact Person: Marlena Kohler Telephone No.: 805-483-3959
Title of Project: Demolition of 301 Property
Project Location: Oxnard
Date of Completion: 3/30/2022 Contract Amount: \$ 159,500.00

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

Bidder's Signature 

BID PROPOSAL

PROJECT NO. JN 505

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

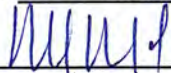
As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding 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 Interior Demolition, Inc.

TITLE OF PERSON SIGNING Secretary and Treasurer

SIGNATURE 

DATE 3/27/2024

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

TO BE SUBMITTED WITH PROPOSAL

BP-12

BID PROPOSAL

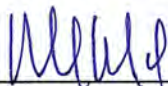
PROJECT NO. JN 505

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  Name: Maria Molina

Title: Secretary and Treasurer Company: Interior Demolition, Inc.

TO BE SUBMITTED WITH PROPOSAL

BP-13

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

TO BE SUBMITTED WITH PROPOSAL

**ROSECRANS COMMUNITY CENTER -
CHASE BUILDING DEMOLITION PHASE
PROJECT NO. 505**

**Federally Assisted Project
Provisions of the U.S. Department of Housing and Urban Development**

Exhibit 1	Summary of Contract Provisions for Inclusion in the Notice Inviting Bids
Exhibit 2	Federal Labor Standards Provisions – HUD-4010
Exhibit 3	Federal Equal Employment Opportunity / Affirmative Action Provisions
Exhibit 4	Contracting With Small Business, Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
Exhibit 5	Compliance with Clean Air and Water Acts
Exhibit 6	Worker's Compensation Certification (To be submitted as Bid Document)
Exhibit 7	List of Proposed Subcontractors or Sub-Tier Contractors (To be submitted as Bid Document)
Exhibit 8	Certification of Understanding and Authorization (To be submitted as Bid Document)
Exhibit 9	Request for Additional Classification and Rate (Resource available but Not Required)
Exhibit 10	Non-Segregated Facilities Certification (To be submitted as Bid Document)
Exhibit 11	Past Performance Certification (To be submitted as Bid Document)
Exhibit 12	Notice of Equal Employment Opportunity (To be submitted as Bid Document)
Exhibit 13	Minority and Women's Business Enterprise Tiered Compliance Plan (To be submitted as Bid Document)
Exhibit 14	Federal Lobbyist Certification (To be submitted as Bid Document)
Exhibit 15	Section 3 Bid Document Package <ul style="list-style-type: none">- Section 3 clause (Resource available but Not Required)- Sample Section (Reviewed at Pre-bid meeting)- Business Certification (To be submitted as Bid Document)- Sample Qualitative Outreach Efforts (Resource information available)- Statement of Section 3 Qualifications (To be submitted as Bid Document)- Section 3 Worker Certification Forms (To be submitted as Bid Document)- Summary Labor Report (To be submitted with final certified payroll).
Exhibit 16	Federal Wage Decision
Exhibit 17	Build America, Buy America Act (BABA) (To be submitted with Final certified payroll)

EXHIBIT 1

Summary of Contract Provisions for Inclusion in the Notice Inviting Bids

Prevailing Wage Statement: This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available online at <http://www.dir.ca.gov/dlsr/>.

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Minority and Women Owned Business: Bidders will be required to document their status as a Minority Business Enterprise (MBE), a Women-owned Business Enterprise (WBE) or a non-MBE/WBE firm. Bidders that are not MBE/WBE firms will be required to make a good faith effort, and to document their efforts to include firms as part of the contract bid.

Section 3 Statement: This is a HUD Section 3 construction contract. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development at 24 CFR Part 75.

Conflict of Interest: In the procurement of supplies, equipment, construction, and services, the conflict of interest provisions in 2 CFR 200.318 shall apply. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Build America, Buy America: The construction services performed pursuant to this contract are subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. By submitting a bid, Contractor hereby certifies they are familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABA requirements. A copy of the contractor self-certification form is included in the Bid Document.

EXHIBIT 2

Federal Labor Standards Provisions

(Next Page)

EXHIBIT 3

Federal Equal Employment Opportunity / Affirmative Action Provisions

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of

the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY** (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables

Location of Work by Standard Metropolitan Statistical Area (SMSA)	Goals for Minority Participation in Each Trade	Goals for Female Participation in Each Trade
0360 Anaheim-Santa Ana-Garden Grove, CA	11.9%	6.9%
4480 Los Angeles-Long Beach, CA	28.3%	6.9%
6000 Oxnard-Simi Valley-Ventura, CA	21.5%	6.9%
6780 Riverside-San Bernardino-Ontario, CA	19.0%	6.9%
7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7%	6.9%
7320 San Diego, CA	16.9%	6.9%
6920 Sacramento, CA	16.1%	6.9%
8520 Tucson, Pima AZ	24.1%	6.9%
6200 Phoenix, Maricopa AZ	15.8%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41

CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
 - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
 - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
 - (4) Minority includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the

notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory

personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
 - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
 - c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

- e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
 - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
- 5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - 6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 - 7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - 8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

EXHIBIT 4

Minority and Women's Business Enterprise Reporting

Background: The Awarding Agency is a recipient of federal housing and community development assistance through the U.S. Department of Housing and Urban Development (HUD). As part of its commitment in use of these federal funds, the Awarding Agency is required to submit a report to HUD pertaining to the Awarding Agency's Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) contracting and subcontracting activity generated through the expenditure of HUD funds. As a potential awarded contractor for this project, the Awarding Agency requires all bidders to comply with federal regulations at 2 CFR Part 200.321 "Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms" and to make every effort to obtain MBE/WBE participation on this project per the identified instructions below.

Policy/Instructions: In accordance with federal regulations at 2 CFR Part 200.321 cited above, the bidder shall supply information about the utilization of MBE/WBE firms as part of this contracting opportunity through:

- A. Using qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- C. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business and women's business enterprises participation.
- D. Where the requirement permits, establishing delivery schedules, which will encourage participation by small and minority businesses and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce.

Where a bidder is not a MBE/WBE firm based on completion of Part 1 of the Minority and Women's Business Enterprise Reporting form on the following page, the bidder shall provide information concerning each subcontract or sub-tier contract to be awarded to MBE/WBE firms (Part 2 of the Minority and Women's Business Enterprise Reporting form). Where no MBE/WBE firms are proposed to participate, the bidder shall provide evidence that at least three (3) of the outreach efforts listed in Part 3 were implemented.

Definitions

MBE/WBE: Minority and women business enterprises are defined as any financial institution, business, service, contracting business which is solely owned and operated by a minority group member or women or that is more than 50% owned by minority group members or women. If the enterprise is publicly owned, the minority/women members or stockholders must have at least 51% interest and possess control over management, capital and earnings.

Minority Group Member:

- Black: A person with origins in any of the black racial groups of Africa.
- Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. Portuguese are excluded from the Hispanic category and are classified according to their race.

- Asian or Pacific Islander: A person having origins in the Far East, Southeast Asia, Indian subcontinent or Pacific Islands.
- American Indian or Alaskan Native: A person with origins in original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
- Women: Female gender.

EXHIBIT 5

Compliance with Clean Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish* to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

EXHIBIT 6

Worker's Compensation Certification

3/28/24
DATE

ROSECLAMS COMMUNITY CENTER
PROJECT NAME

JN 505
PROJECT NUMBER

INTERIOR DEMOLITION, INC
COMPANY NAME

(818) 249-4932 X 106
PHONE

23508 PINE ST, NEWHALL, CA 91321
COMPANY ADDRESS

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California 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.

MARIA MOLINA
AUTHORIZED OFFICIAL NAME

SECRETARY & TREASURER
AUTHORIZED OFFICIAL TITLE/CAPACITY

[Signature]
AUTHORIZED OFFICIAL SIGNATURE

3/28/24
DATE

List of Proposed Subcontractors or Sub-Tier Contractors

City of Gardens
AWARDING AGENCY

PHONE NUMBER 256h-6h7-819

414-249-4937

marco@intendonemolition
E. MAIL

Contractor must list all subcontracts or sub-tier contracts involving labor at the site of construction, regardless of dollar amount or percentage of bid.

[illegible]

AUTHORIZED OFFICIAL SIGNATURE

DATE 3/28/2024

EXHIBIT 8

Certification of Understanding and Authorization

Reservoirs community center - Chase
PROJECT NAME/NUMBER Building Demolition Phase

City of Gardena
AWARDING AGENCY

Interior Demolition, Inc.
COMPANY NAME

23508 Pine St. Newhall, CA 91321
COMPANY ADDRESS

603409
LICENSE NUMBER

95-4216457
EMPLOYER IDENTIFICATION NUMBER

17-311-5114
DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (Individual Responsible for Signing Statements of Compliance)

Maria Molina
NAME

Secretary & Treasurer
TITLE

[Signature]
SIGNATURE

3/28/2024
DATE

PRINCIPAL OWNER / GENERAL PARTNER: (Listed on CSLB Personnel List)

MARIA MOLINA
NAME

Secretary & Treasurer
TITLE

[Signature]
SIGNATURE

3/28/2024
DATE

EXHIBIT 9

Request for Additional Classification and Rate

(Next Page)

N/A

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A <small>OMB Approval Number 2501-0011 (Exp. 8/31/2022)</small>							
1. FROM (name and address of requesting agency) <i>Interior Demolition, Inc. 23508 Pine St, Newhall, CA 91321</i>		2. PROJECT NAME AND NUMBER <i>Rosecrans Community Center - Chase Building Demolition Phase / Project No. SN 505</i>							
4. BRIEF DESCRIPTION OF PROJECT <i>Abatement, Demolition, Backfill, Grading, Hydroseeding</i>		3. LOCATION OF PROJECT (City, County and State) <i>Gardena, Los Angeles County, CA</i>							
5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input checked="" type="checkbox"/> Other (specify) <input type="checkbox"/> Highway <i>Demolition</i>		6. WAGE DECISION NO. (include modification number, if any) DATE of WAGE DECISION:							
7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):		<input type="checkbox"/> COPY ATTACHED							
8. WORK CLASSIFICATION(S)		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">HOURLY WAGE RATES</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 5px;">BASIC WAGE</th> <th style="width: 50%; text-align: center; padding: 5px;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"></td> <td></td> </tr> </tbody> </table>		HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
HOURLY WAGE RATES									
BASIC WAGE	FRINGE BENEFIT(S) (if any)								
9. PRIME CONTRACTOR (name, address)		9a. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree							
10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)		9b. SIGNATURE DATE							
Check All That Apply: <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.									
Check One: <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria. DOL decision requested.									
_____ Agency Representative <small>(Typed name and signature)</small>		_____ <small>Date</small> _____ <small>Phone Number</small>							
		FOR HUD USE ONLY LR2000: Log in: Log out:							

HUD-4230A (8-19) PREVIOUS EDITION IS OBSOLETE

EXHIBIT 10

Non-Segregated Facilities Certification

PROJECT NAME Rosecrans Community Center - Chase Building Demolition Phase PROJECT NUMBER 505 BID/CONTRACT DOLLAR AMOUNT \$ 227,000.00
COMPANY NAME Interior Demolition, Inc.
COMPANY ADDRESS 23508 Pine St. Newhall, CA 91321
LICENSE NUMBER 603409 EMPLOYER IDENTIFICATION NUMBER 95-42161057 DUNS NUMBER 17-311-5114

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Maria Molina Secretary & Treasurer
AUTHORIZED OFFICIAL NAME AUTHORIZED OFFICIAL TITLE/CAPACITY
Maria Molina 3/28/2024
AUTHORIZED OFFICIAL SIGNATURE DATE

EXHIBIT 11

Past Performance Certification

Rosecrans Community Center-Chase 509 27
PROJECT NAME PROJECT NUMBER NUMBER OF EMPLOYEES
Interior Demolition, Inc.
COMPANY NAME
23508 Pine St. Newhall, CA 91321
COMPANY ADDRESS
603409 95-4216651 17-311-5114
LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER

The ☒ bidder, ☐ proposed sub-contractor, hereby certifies that he/she ☒ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☒ has, ☐ has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Maria Molina Secretary & Treasurer
AUTHORIZED OFFICIAL NAME AUTHORIZED OFFICIAL TITLE/CAPACITY
[Signature] 3/28/2024
AUTHORIZED OFFICIAL SIGNATURE DATE

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

Notice of Equal Employment Opportunity

TO: Local 300 Union
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

2005 W Pico Blvd. Los Angeles CA 90004
ADDRESS

Rosecrans Community Center-Chase 505 \$227,000.00
PROJECT NAME Building Demolition Phase PROJECT NUMBER BID/CONTRACT DOLLAR AMOUNT

Interior Demolition, Inc.
COMPANY NAME

23508 Pine St. Newhall, CA 91321
COMPANY ADDRESS

603409 95-4216657 17-311-5114
LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER

The Undersigned currently holds a contract with _____
involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Maria Molina
AUTHORIZED OFFICIAL NAME

M. Molina
AUTHORIZED OFFICIAL SIGNATURE

Secretary & Treasurer
AUTHORIZED OFFICIAL TITLE/CAPACITY

3/28/2024
DATE

EXHIBIT 13

Minority and Women's Business Enterprise Reporting

THIS REPORT MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1 - BUSINESS INFORMATION FOR CONTRACTOR

DATE 3/28/2024 PROJECT NAME ROSECRANS Community Center PROJECT NUMBER 505
 FIRM NAME Interior Demolition, Inc. PHONE 818-249-4932
 BUSINESS ADDRESS 23508 Pine St. Newhall, CA 91321

TYPE OF FIRM:

(Check One and Provide Information)

- ☐ Individual Name of Owner George Molina Sr. & Maria Molina
☒ Corporation State of Incorporation: _____
☐ Partnership Indicate General "G", Limited "L": _____
 Name of Partners: _____
☐ Joint Venture Joint Venture Participants: _____

Number of year(s) firm has been in business under present ownership: _____

OWNERSHIP DEMOGRAPHICS:

(Provide the number of owners by race or gender category and the percentage of ownership interest of those individuals)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number		2				
% of Assets Owned		100%				

OWNERSHIP INFORMATION:

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage
Maria Molina	Hispanic	F	36	50%	50%
George Molina Sr	Hispanic	M	36	50%	50%

I certify that the information provided herein is true and correct.

Maria Molina
SIGNATURE

3/28/2024
DATE

Federal EIN: 95-4216657

License Number: 1003409

DUNS Number: 17-311-5114

IF LESS THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 2

AND PROVIDE INFORMATION ON SUBCONTRACTS OR SUB-TIER CONTRACTING WITH MBE/WBE FIRMS.

MBE AND WBE SUBCONTRACTING

Rosecrans Community Center - Chase Building

PROJECT NAME

3/24/2024

DATE

Rosecrans Community Center

PROJECT NAME

Demolition Phase

FIRM NAME
Interior Demolition, Inc.

\$227,000.00

BID/CONTRACT AMOUNT

BID/CONTRACT AMOUNT

Provide information on each subcontract or sub-tier contract to be awarded to MBE/WBE firms. Attach a completed copy of Part 1 (previous page) from each MBE/WBE firm listed below.

[illegible]

I certify that the information provided herein is true and correct.

3202/82/3

DATE _____

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE:	\$ N/A	N/A %
WBE:	\$ N/A	N/A %

IF BIDDER / CONTRACTOR IS LESS THAN 50% MINORITY OR WOMEN OWNED (Part 1) AND IF MBE AND WBE FIRMS ARE NOT SUBCONTRACTED (Part 2), PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT CERTIFICATION

PART 3

CONTRACTING/GOOD-FAITH EFFORT CERTIFICATION

This certification must be signed and submitted with your bid or proposal when the bidder is not an MBE or WBE (Part 1) or does not subcontract with MBE or WBE firms (Part 2).

Please initial where indicated that you have read and complied with at least three (3) of the Good Faith Efforts listed below. You must attach documentation to demonstrate that at least three (3) good-faith efforts were made to secure MBE/WBE participation in this contracting opportunity. Your good-faith effort will be evaluated in accordance with the criteria listed below.

Good Faith Efforts Implemented (Minimum of 3)

Initial here
if true and
correct

1. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals (if a pre-bid meeting was offered).
2. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following:

Media where advertised: _____

Media contact information: _____

Date(s) of advertisement: _____

Attach copies of the advertisement(s) to this form and submit with bid.

Note: Electronic advertisements are acceptable.

3. The Bidder/Firm provided interested potential MBE/WBE subcontractors with the project plans and specifications.

Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.

4. The Bidder/Firm provided potential MBE/WBE subcontractors with technical assistance or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract.

Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.

5. The Bidder/Firm made follow-up contacts with potential MBE/WBE firms which expressed an interest in the project.

Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.

N/A MM

N/A MM

N/A MM

N/A MM

N/A MM

N/A

Good Faith Efforts Implemented (Minimum of 3)

Initial here
if true and
correct

6. The Bidder/Firm requested assistance from organizations which identify potential MBE/WBE firms.

N/A mm

Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contracted, method contacted, and results.

7. The Bidder/Firm contacted potential MBE/WBE firms and negotiation was made in good faith.

N/A mm

Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

mm

DATE

3/28/2024

TITLE

Secretary & Treasurer

PHONE

818-2484932

EXHIBIT 14

Federal Lobbyist Certification

Rosecrans Community Center - Chase
PROJECT NAME Building Remodeling Phase

JN 505
PROJECT NUMBER

\$227,000.00
BID/CONTRACT DOLLAR AMOUNT

Interior Demolition, Inc.
COMPANY NAME

23506 Pine Street, Newhall, CA 91321
COMPANY ADDRESS

603409
LICENSE NUMBER

95-4216657
EMPLOYER IDENTIFICATION NUMBER

17-~~100~~311-5114
DUNS NUMBER

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or 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 above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. 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.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Mark Molina
AUTHORIZED OFFICIAL NAME

MM
AUTHORIZED OFFICIAL SIGNATURE

Secretary & Treasurer
AUTHORIZED OFFICIAL TITLE/CAPACITY

3/26/2024
DATE

EXHIBIT 15

Section 3 Bid Package

ITEM

PURPOSE

Section 3 Clause:

This is a Section 3 Covered housing rehabilitation, housing construction or other public construction project. The provisions of 24 CFR Part 75 apply to all contracts and subcontracts.

Sample Section 3 Pre-Bid Meeting Checklist

This document is for informational purposes only.

Business Certification:

Used to document the status of a bidder or subcontractor as a Section 3 Business or as a business that is making a written commitment to meet the Section 3 benchmarks.

Sample Qualitative Outreach Efforts:

Sample Qualitative Outreach Efforts for contractors seeking to hire Section 3 Workers and Targeted Section 3 Workers by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Statement of Section 3 Qualifications is submitted.

Statement of Section 3 Qualifications:

The Statement of Section 3 Qualifications Form is used to document the bidder's past performance on Section 3-covered projects and outlines the commitments the bidder makes to meet the Section 3 Worker and Targeted Section 3 Worker labor hour obligations (benchmarks).

Section 3 Worker Certification Forms:

The Section 3 Worker and Targeted Section 3 Worker Certification Forms are used to document each individual claimed as a Section 3 Worker or Targeted Section 3 Worker.

Summary Labor Report:

Contractors and subcontractors are required to submit a Summary Labor Report on July 1st of each year and with their final Certified Payroll Report to document compliance with the Section 3 benchmarks.

Section 3 Clause
Federal Contract Provision
24 CFR Part 75

- a. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- d. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- e. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- h. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

Sample Section 3 Pre-Bid Meeting Checklist

ROSECRANS Community Center JN 505
Project Name Project Number
3/28/24 12:00 Gardena
Date Time Location

This presentation will familiarize you with the federal requirements applicable to this contract because it is funded in whole or in part with federal housing and community development assistance administered by the U.S. Department of Housing and Urban Development (HUD). Please be sure to ask me any questions you may have about these requirements before you leave today's meeting.

SECTION 3 EMPLOYMENT, CONTRACTING, AND TRAINING OPPORTUNITY PROGRAM

- ☐ Section 3 of the Housing and Community Development Act of 1968 requires that the local contracting agency implement an employment, contracting and training opportunity program in connection with its HUD-funded housing construction, housing rehabilitation, or other public construction contracts. The goal of Section 3 is to provide employment and training opportunities to individuals that qualify as "Section 3 Workers and Targeted Section 3 Workers."
- ☐ This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ☐ The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- ☒ A Section 3 Worker is a worker who currently fits or when hired within the past five years (as documented) fits at least one of the following categories:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - b. The worker is employed by a Section 3 business concern.
 - c. The worker is a YouthBuild participant.
- ☐ For Housing and Community Development Financial Assistance – A Targeted Section 3 Worker is:
 - a. A worker employed by a Section 3 business concern; or
 - b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, which is defined as an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census; or

(ii) A YouthBuild participant.

- ☐ A Section 3 Business is a business concern meeting at least one of the following criteria, documented within the last six-month period:
- a. is at least 51 percent owned and controlled by low- or very low-income persons;
 - b. over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - c. is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- ☐ The local contracting agency is required by HUD to implement Section 3 to the greatest extent feasible, which means that the local contracting agency and its subrecipients, contractors and subcontractors must undertake all reasonable measures to meet the established HUD Labor Hour Benchmarks for Section 3 Workers and Targeted Section 3 Workers. The current HUD Section 3 minimum labor hour benchmarks are as follows:

Labor Hour Standard	Ratio Formula	Minimum %
Section 3 Workers	Section 3 Workers ÷ Total Labor Hours	25%
Targeted Section 3 Workers	Targeted Section 3 Workers ÷ Total Labor Hours	5%

Note that the Section 3 Labor Hours Worked reflected above should also include the Total Labor Hours worked for Targeted Section 3 Workers.

- ☐ Upon completion of the contract, the successful bidder will be required to provide the Contractor's Section 3 Labor Report Summary, a document summarizing labor hour accomplishments and detailing all efforts made to create contracting, employment and training opportunities for low-income residents in connection with this project. This form is also included in the bid document; however, it is to be submitted on July 1st or with your final Certified Payroll Report, whichever occurs first.

CONTRACTOR ELIGIBILITY

- ☐ All contractors' license status will be verified by the local contracting agency with the Contractors State License Board.
- ☐ The local contracting agency will verify the debarment status of all contractors through the U.S. General Services Administration's System for Award Management (SAM).
- ☐ The local contracting agency will verify that all contractors have appropriate insurance in conformance with contract requirements.

FEDERAL PREVAILING WAGE: ☐ APPLICABLE ☐ NOT APPLICABLE TO THIS PROJECT

- ☐ This is a federally assisted construction contract. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.
- ☐ The Federal Labor Standards Provisions, "HUD-4010 form," included in the Bid Document as a part of the prime contract, details the federal prevailing wage requirements applicable to this contract.
- ☐ The applicable Federal wage decision will lock-in 10-calendar days prior to the physical bid opening date.

- ☐ The hourly rate to be paid to each worker, as listed in the wage decision, may be higher than wages paid for private work.
- ☐ The hourly Fringe Benefit rate listed in the wage decision must be added to and paid as part of the workers hourly rate, or paid into an approved plan, as documented on the "Fringe Benefit Statement" form.
- ☐ The wage decision and notices must be posted at the job site in a place that is accessible to all employees.
- ☐ The "Public Works Payroll Report" form (WH-347 form or similar format) must be submitted on a weekly-basis through the LCPTTracker™ system.
- ☐ A "Statement of Compliance" form (WH-348 form or similar format) must be attached to each payroll report submitted through the LCPTTracker™ system.
- ☐ All work classifications used in the "Weekly Certified Payroll Report" (CPR) must be listed in the wage decision.
- ☐ Classifications and rates used, but not listed in the wage decision must be approved in advance by HUD.
- ☐ "OTHER" deductions must be "Authorized" by the employee. A copy of this documentation must be attached to the first CPR where an "OTHER" deduction appears for an employee.

EQUAL EMPLOYMENT OPPORTUNITY

- ☒ Contractor(s) [\$10,000 or more] must implement the requirements outlined in the "EEO Clause" of your contract.
- ☐ Notification will be made by the local contracting agency to the DOL Office of Federal Contract Compliance Programs of all contracts and subcontracts of \$10,000 or more.

LCPTTracker™

- ☐ During the project, all participating contractor(s) will be required to submit all compliance documents and CPRs via the the LCPTTracker™ system.
- ☐ At the Pre-Construction Meeting and prior to issuance of the Notice to Proceed, the awarded Prime Contractor shall provide the names and email addresses of the payroll officers of each participating contractor to facilitate system access.

Section 3 Business Certification Form

Federal Compliance Form – To be submitted with Bid to be Responsive to Section 3

Project Name <u>Rosecrans Community Center</u>	Project Number <u>JN 505</u>	Bid/Contract Amount <u>\$ 227,000. -</u>
Business Name <u>Interior Demolition, Inc.</u>		
Business Address <u>23508 Pine St., Newhall, CA 91321</u>		
Telephone Number <u>818. 249.4932</u>	Contractor's License Number <u>603409</u>	Federal Employer Identification Number <u>95-4216657</u>
		DUNS Number <u>17-311-5114</u>

1. The above-named business is a Section 3 Business Concern based on the following qualifications:

☐ **51 percent owned and controlled by low- or very low-income persons**

Number of Low- or Very Low-income Owners _____ ÷ Number of Owners _____ = _____ %

(Attach Section 3 Worker and Targeted Section 3 Worker Certifications for all Section 3 owners claimed and a list of all other non-income eligible owners)

☐ **Over 75 percent of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers**

a. Total Number of Labor Hours for the prior three-month period _____

b. Number of Labor Hours for the prior three-month period performed by Section 3 Workers _____

c. $b \div a =$ _____ %

(Attach Summary Labor Report Form for the prior three-month period)

☐ **At least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing**

Number of Section 3 Resident Owners _____ ÷ Number of Owners _____ = _____ %

(Attach Section 3 Worker and Targeted Section 3 Worker Certification for all Section 3 owners claimed)

2. The above-named business is not a Section 3 Business Concern, but commits to meeting the Section 3 goal on this project by:

☒ **Making a Written Commitment**

Our company declares its intention to incorporate Section 3 into our normal hiring practices beginning with all openings effective on or after the date of contract award, with the goal of becoming a Section 3 Business Concern; and comply with the employment and training and contracting prioritization efforts of 24 CFR 75.19. On this project, our company and its subcontractors will collectively meet the following Section 3 minimum labor hour benchmarks:

Labor Hour Standard	Ratio Formula	Minimum %
Section 3 Workers	Section 3 Workers ÷ Total Labor Hours	25%
Targeted Section 3 Workers	Targeted Section 3 Workers ÷ Total Labor Hours	5%

We have attached the Statement of Section 3 Qualifications, and Business Certifications for all subcontracts claimed; and agree to conduct and document outreach efforts to hire Section 3 Workers and Targeted Section 3 Workers and collect Section 3 Worker and Section 3 Targeted Worker Certifications, and document their labor hours as well as total labor hours throughout the duration of the project.

The undersigned declares that the above information is complete and correct.

<u>Maria Molina</u>	<u>[Signature]</u>	<u>3/28/24</u>
Printed Owner/Principal Name	Owner/Principal Signature	Date

Sample Qualitative Outreach Efforts for Contractors Seeking to Hire Section 3 Workers and Targeted Section 3 Workers

A Section 3 responsive bidder who commits to hire Section 3 Workers and Targeted Section 3 Workers by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Statement of Section 3 Qualifications is submitted.

REMEMBER: All employees of a business/firm that work on a Section 3 Project count toward meeting your Section 3 goals—Section 3 New Hires do not have to be construction workers, they just have to work on the Section 3 Project.

The following represent sample measures that can be undertaken to expand your Section 3 Worker and Targeted Section 3 Worker hiring:

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provide training or apprenticeship opportunities.
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provide or connect Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Hold one or more job fairs.
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assist Section 3 workers in obtaining financial literacy training and/or coaching.
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promote the use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Remember to document all of your efforts for retention within your project files and for submission to the local contracting agency.

Statement of Section 3 Qualifications

Contractor name and address <i>INTERIOR Demolition, Inc</i> <i>23508 Pine St</i> <i>Newhall, CA 91321</i>		Project number: <i>JN 505</i>	Dollar amount of contract: <i>\$227,000.00</i>
Phone: (include area code) <i>(818) 249-4932</i>		Contact person and title: <i>MARIA MOLINA</i>	
Contractor's license number and class: <i>603409</i>		Contact person email address: <i>23508 PINE ST</i> <i>NEW HALL CA 91321</i>	
Date(s) covered: <i>—</i>		Federal EIN: <i>95-421-6657</i>	Date report submitted: <i>N/A</i>
Do you currently qualify as a Section 3 Business Concern?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part I: Past Performance under Section 3 Projects

Has your firm previously performed work on Section 3 projects? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please complete the attached spreadsheet detailing your Section 3 accomplishments for the last year

Part II: Efforts to Meet Section 3 Worker and Targeted Work Labor Hour Obligations

Please specify the commitments that you have made to meet your Section 3 Worker and Targeted Work Labor Hour Obligations
<input type="checkbox"/> We have a sufficient number of verifiable Section 3 Workers and Targeted Section 3 Workers currently employed, which based on the labor hour projections for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.
<input type="checkbox"/> We have contractual commitments with Section 3 Business Concerns, which when combined with labor hour projections for our staff and those of the Section 3 Business Concerns for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.
<input checked="" type="checkbox"/> We will engage in outreach efforts to identify and secure bids from Section 3 Business Concerns, which when combined with labor hour projections for our staff and those of the Section 3 Business Concerns for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.

Statement of Section 3 Qualifications continued on the next page.

- ☒ We commit to performing the following targeted outreach activities to expand the number of Section 3 Workers and Targeted Section 3 Workers to a level which based on the labor hour projections for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers (list all outreach activities to be performed):

contact unions local leaders
put info on local newspapers
post info onsite.

- ☒ We commit to performing the following measures designed to ensure that the labor hours performed by Section 3 Workers and Targeted Section 3 Workers for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers (provide a detailed description of the measures to be implemented):

contact unions leaders in the area.
put info on local papers.
post info on the job

Statement of Section 3 Qualifications continued on the next page.

Part III: Labor Utilization Projections for Section 3 Workers and Targeted Section 3 Workers

Please complete the following information for the project for which this bid proposal is being submitted:

Current Staffing	
Total Number of Personnel that will be working on this Project	6
Number of currently employed Section 3 Workers that will be working on this Project	0
Number of currently employed Targeted Section 3 Workers that will be working on this Project	0

Projected Labor Utilization Includes Current and New Hires, Subcontractors, and Work performed by Section 3 Business Concerns	
a. Total Projected Labor Hours for all Project Personnel	800
b. Total Projected Labor Hours for Section 3 Workers	200
c. Total Projected Labor Hours for Targeted Section 3 Workers	40
Projected Labor Hours by Section 3 Workers as a percentage of Total Labor Hours ($b \div a$)	25 %
Projected Labor Hours by Targeted Section 3 Workers as a percentage of Total Labor Hours ($c \div a$)	5 %

Part IV: Efforts performed to generate economic opportunities and assist in meeting Section 3 Labor Hour Requirements

Please indicate which of the following measure have been completed prior to the submission of this bid:	
<input type="checkbox"/>	Trained and/or Employed ____ Section 3 Workers and ____ Targeted Section 3 Workers (attach Section 3 Worker Certifications and Targeted Section 3 Worker Certifications)
<input type="checkbox"/>	Awarded subcontracts to ____ Section 3 Business Concern(s). (attach Section 3 Business Concern Certifications)
<input checked="" type="checkbox"/>	Attempted to recruit Section 3 Workers through: <ul style="list-style-type: none"> <input type="checkbox"/> Advertising through local media, television, radio, newspaper (attach copy of advertisement) <input checked="" type="checkbox"/> Signs prominently displayed at the project site <input type="checkbox"/> Contacts with Community Organizations (attach correspondence) <input type="checkbox"/> Contacted management to notify residents of job availability and posted or distributed flyers at public housing authority (Attach list)
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the training or employment of low-income individuals (attach supporting documentation)
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the award of contracts to Section 3 Business Concerns
<input type="checkbox"/>	Contacted agencies administering HUD Youth-Build programs. (Attach correspondence documentation)
<input type="checkbox"/>	Maintained a file of eligible qualified low-income Residents and qualified Section 3 Business Concerns for future employment
<input type="checkbox"/>	OTHER: (Describe and attach supporting documentation)

Statement of Section 3 Qualifications continued on the next page.


Section 3 Accomplishments (Please include all Section 3 Projects in which you participated during the last 12 months)				
Project Name	Construction Dates	Funding Entity	Funding Entity Contact Information (Name, Phone and email)	Were All Section 3 Obligations Met for this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No
NONE				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Title 18, Section 1001 of the U.S. Code provides that it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein and in its respective attachments are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

MARIA MOLINA

Printed Name



Signature

SECRETARY & TREASURER

Title

3.28.2024

Date

N/A

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Los Angeles County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$70,650 or less	2023 Income Limit
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For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$66,750 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$63,100 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$58,450 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$54,250 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$50,500 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

N/A

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____ Printed Name	_____ Title
_____ Signature	_____ Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- b. The worker is employed by a Section 3 business concern.
- c. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- a. Be employed by a Section 3 business concern; or
- b. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

N/A

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in San Bernardino or Riverside County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$52,200 or less	2023 Income Limit
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For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$49,300 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$42,250 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$40,250 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$37,750 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$36,150 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

N/A

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____ Printed Name	_____ Title
_____ Signature	_____ Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

2. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
3. The worker is employed by a Section 3 business concern.
4. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- c. Be employed by a Section 3 business concern; or
- d. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

N/A

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Orange County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$80,400 or less	2023 Income Limit
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For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$75,900 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$71,750 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$66,500 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$61,250 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$58,450 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

N/A

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____ Printed Name	_____ Title
_____ Signature	_____ Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- d. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- e. The worker is employed by a Section 3 business concern.
- f. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- e. Be employed by a Section 3 business concern; or
- f. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)]; or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

N/A

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in San Diego County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$77,200 or less	2023 Income Limit
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For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$72,900 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$64,700 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$59,950 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$54,500 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$50,950 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

N/A

EMPLOYER CERTIFICATION

Employee Name: _____
Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____ Printed Name	_____ Title
_____ Signature	_____ Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

3. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
4. The worker is employed by a Section 3 business concern.
5. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- g. Be employed by a Section 3 business concern; or
- h. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

N/A

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Ventura County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. ☐ I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$74,400 or less	2023 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$70,250 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$63,250 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$58,600 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$56,800 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$55,950 or less	2017 Income Limit

2. ☐ I am a YouthBuild participant.
3. ☐ I am a Public Housing Resident.
4. ☐ I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

N/A

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: ☐ is a Section 3 Business Concern, or ☐ is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- ☐ The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- ☐ The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- ☐ The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____ Printed Name	_____ Title
_____ Signature	_____ Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- g. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- h. The worker is employed by a Section 3 business concern.
- i. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- i. Be employed by a Section 3 business concern; or
- j. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- ☐ a Section 3 Worker
- ☐ a Targeted Section 3 Worker
- ☐ Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

N/A

Section 3 Labor Hour Calculations

Based on your entries above, please calculate the following labor hour standards for your Housing and Community Development project:

Labor Hour Calculations			
Labor Hour Standard	Ratio Formula	%	2021 HUD Benchmark Minimums
Section 3 Workers	Section 3 Worker's Labor Hours ÷ Total Labor Hours		25%
Targeted Section 3 Workers	Targeted Section 3 Worker's Labor Hours ÷ Total Labor Hours		5%

Prioritization of Employment and Training, and Contracting

Employment and training

- ☐ I certify that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, that we have ensured that employment and training opportunities arising in connection with this Section 3 project are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ☐ I certify that where feasible, priority for opportunities and training described in the above paragraph were given to:
- Section 3 workers residing within the service area or the neighborhood of the project, and
 - Participants in YouthBuild programs.

Contracting

- ☐ I certify that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, that we have ensured that contracts for work awarded in connection with this Section 3 project were provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ☐ I certify that where feasible, priority for contracting opportunities described in the above paragraph were given to:
- Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - YouthBuild programs.

Section 3 Summary Labor Report continued on the next page.

N/A

If both of your labor hour percentage calculations for Section 3 Workers and Targeted Section 3 Workers are below the respective 2021 HUD Section 3 Benchmarks and you have met all of the prioritization of employment and training, and contracting requirements, please sign the certification below for the information entered above, and complete Section 2 of this form below.

If both of your labor calculation percentages for Section 3 Workers and Targeted Section 3 Workers meet or exceed the 2021 HUD Benchmark minimums, then please sign the certification below:

Under the penalty of perjury, I certify that the above information is true and correct.

_____	_____
Printed Name	Title
_____	_____
Signature	Date

Section 3 Summary Labor Report continued on the next page.

SECTION 2

Please indicate which of the following qualitative Section 3 compliance activities that you or your subcontractors performed have:

- ☒ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers
- ☒ Provided training or apprenticeship opportunities
- ☐ Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care)
- ☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training
- ☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching
- ☒ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns
- ☒ Provided technical assistance to help Section 3 business concerns understand and bid on contracts
- ☒ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☒ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses
- ☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- ☐ Other (please specify): _____

- ☐ Other (please specify): _____

Section 3 Summary Labor Report continued on the next page.

PLEASE attach documentation that supports the performance of the above specified measures by contractors and subcontractors, and sign the certification below:

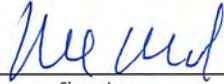
Under the penalty of perjury, I certify that the above information is true and correct.

MARIA MOLINA

Printed Name

SECRETARY & TREASURER

Title



Signature

3.28.2024

Date

EXHIBIT 16

Federal Wage Decision

(Next Page)

"General Decision Number: CA20240017 02/09/2024

Superseded General Decision Number: CA20230017

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

 * BRCA0004-009 05/01/2022

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.66	17.68

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

 BRCA0018-001 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54

 BRCA0018-002 06/01/2022

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 45.05	18.33

 BRCA0018-003 06/01/2022

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO & VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 45.05	18.33

 BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

 CARP0213-005 01/01/2022

Work on wood frame single family homes and apartments up to and including 4 stories:

	Rates	Fringes
CARPENTER		
Cabinet installer.....	\$ 40.46	16.28
Fence builder.....	\$ 39.91	15.37
Framer & finish carpenter...	\$ 40.75	16.28
Insulation installer.....	\$ 25.66	15.96
Roof loader of shingles.....	\$ 30.08	16.28
Shingler.....	\$ 39.90	16.28
Subterranean garage concrete construction and		

carpenters performing on
grade slab concrete
construction.....\$ 39.38 16.28

CARP0213-006 07/01/2021

	Rates	Fringes
--	-------	---------

Drywall

(1) Work on Wood-Framed Single Family Homes, and Wood-Framed Apartment Buildings up to and including 4 Stories		
Drywall Installer/Lather...\$ 32.14		16.28
Stocker/Scrapper.....\$ 22.16		8.62
(2) All other Work		
Drywall Installer/Lather...\$ 51.60		16.28
Stocker/Scrapper.....\$ 22.16		8.62

CARP0721-001 07/01/2021

	Rates	Fringes
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Modular Furniture Installer.....\$ 21.85		7.15
--	--	------

ELEC0011-003 06/26/2023

LOS ANGELES

	Rates	Fringes
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ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems).....\$ 34.88		3%+8.21
--	--	---------

ELEC0011-008 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

	Rates	Fringes
--	-------	---------

Communications System Installer.....\$ 46.47		3%+17.08
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SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0413-002 09/01/2022

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians.....	\$ 38.00	3%+3.50

WORK AT VANDENBERG AFB: \$3.75 additional per hour.

ELEC0413-004 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
Communications System Installer.....	\$ 45.40	3%+15.58

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0440-002 01/01/2024

RIVERSIDE

	Rates	Fringes
ELECTRICIAN.....	\$ 53.76	3%+27.50

ELEC0440-005 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Communications System Installer.....	\$ 39.60	3%+16.89
Technician.....	\$ 33.09	15.89

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0441-002 01/01/2024

ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 34.52	10.88

ELEC0477-003 05/29/2023

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 34.88	3%+7.96

ELEC0569-003 06/05/2023

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories.....	\$ 40.50	8.18

ELEC0639-002 03/01/2017

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	7.72

ELEC0639-003 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 41.68	15.90
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0952-002 12/25/2023

VENTURA

	Rates	Fringes
CABLE SPLICER		
All work within 32 road miles or less from the nearest base point.....	\$ 53.06	30.45
ELECTRICIAN		
All work within 32 road miles or less from the nearest base point.....	\$ 48.24	30.31

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

ELEC0952-006 06/26/2023

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

	Rates	Fringes
Communications System		
Installer.....	\$ 44.77	16.12

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEV0008-004 01/01/2024

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 80.76	37.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ELEV0018-004 01/01/2023

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+a+b

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-001 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25

GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 7.....	\$ 49.18	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 49.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar

type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oepreator (or similar types); Skiploader (wheel type up to 3/4 yd.

without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer

operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar

types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

IRON0433-006 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB, Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00220-003 07/01/2019

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing);

Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0220-006 07/01/2022

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO0300-002 07/01/2022

LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO0300-004 07/01/2022

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 39.23	23.30
GROUP 2.....	\$ 39.78	23.30
GROUP 3.....	\$ 40.33	23.30
GROUP 4.....	\$ 41.88	23.30
GROUP 5.....	\$ 42.23	23.30

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials

("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00300-006 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00300-007 07/01/2022

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing (Chain Link or Wood), Landscaping.....	\$ 37.75	20.05
(2) All Other Work.....	\$ 38.75	20.05

LAB00585-002 07/01/2019

Residential, 4 Stories

VENTURA COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom

sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0585-004 07/01/2022

VENTURA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB00652-002 07/01/2019

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00652-004 07/01/2022

ORANGE COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO0783-003 07/01/2019

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder

and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00783-006 07/01/2022

SAN BERNARDINO COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		

(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01184-003 07/01/2019

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

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GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB01184-005 07/01/2022

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB01414-002 08/03/2022

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer....	\$ 36.92	23.32
Plaster Tender.....	\$ 39.47	23.32
Laborers: (4 Stories)		
Plaster Clean-up Laborer....	\$ 36.92	23.32
Plaster Tender.....	\$ 39.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, George AFB,
 Marine Corps Air Station-29 Palms, Imperial Beach Naval Air
 Station, Marine Corps Logistics Supply Base, Marine Corps
 Pickle Meadows, Mountain Warfare Training Center, Naval
 Air Facility-Seeley, North Island Naval Air Station,
 Vandenberg AFB.

PAIN0036-005 07/01/2019

	Rates	Fringes
PAINTER (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint.....	\$ 28.59	15.97
(2) All other work.....	\$ 32.12	16.09
(3) Journeyman & Industrial.....	\$ 34.02	16.49
San Luis Obispo, Santa Barbara & Ventura		
(1) Repaint.....	\$ 25.40	15.87
(2) All other work.....	\$ 30.04	16.03
(3) Journeyman & Industrial.....	\$ 34.02	16.49

PAIN0036-011 10/01/2021

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.27	14.70

PAIN0036-014 10/01/2023

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 50.40	21.41

PAIN0036-018 01/01/2020

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condo, from the third (3rd) floor and up. Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up.

* PAIN0036-020 01/01/2024

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.77	18.62

PAIN0169-007 01/01/2023

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

 * PAIN1247-003 01/01/2024

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
 OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

 PLAS0200-002 08/03/2022

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO,
 SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		
1 - 3 stories.....	\$ 44.34	19.64
4-stories.....	\$ 47.37	19.64

 PLAS0500-003 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

 PLUM0016-011 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 45.22	22.43

 PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE

	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....	\$ 45.50	21.65

 PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

 ROOF0036-001 09/15/2020

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
 OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Roofer.....	\$ 38.74	17.42

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

ROOF0045-003 07/01/2023

IMPERIAL

	Rates	Fringes
Roofer.....	\$ 41.30	12.04

SFCA0669-005 01/01/2024

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1.....	\$ 45.31	27.91
Area 2.....	\$ 44.32	27.83

SFCA0709-002 09/01/2023

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 54.29	32.00

SHEE0105-001 07/01/2023

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between Gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN
BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on
single family dwellings, multiple family dwellings, track homes
and apartment buildings individually conditioned by separate
and independent units or systems

	Rates	Fringes
SHEET METAL WORKER		
AREA 1.....	\$ 33.10	10.81
AREA 2.....	\$ 29.54	19.09

SHEE0206-003 07/01/2023

IMPERIAL

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 36.21	10.24
SHEET METAL WORKER.....	\$ 48.20	30.80

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

SHEE0273-001 08/01/2020

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SHEET METAL WORKER.....	\$ 46.87	31.15

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

TEAM0011-001 07/01/2023

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69

GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES - \$3.00 PER HOUR ADDITIONAL:

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

EXHIBIT 17

Build America, Buy America Act (BABA)

Background: The construction services performed pursuant to this contract agreement are subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

The BABA requirements instituted by the Bipartisan Infrastructure Law of 2021 mandates a domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States. For the purposes of this contract agreement, the term "Construction Materials shall mean those articles, materials, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall. For the purposes of this contract agreement, the term "Manufactured Product" shall mean all those items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.

BABA Contract Provisions: The construction services performed pursuant to this contract agreement are subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Any request for substitute or "or equal" shall include the Manufacturer's Certification of compliance with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

By submitting a bid, Contractor hereby certifies they are familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABA requirements.

General Requirements:

1. Contractor's submitted bid price shall reflect compliance with BABA requirements.
2. By submitting a bid, Contractor acknowledges and certifies intent to comply with BABA requirements in all respects.
3. If a specific manufacturer is used in the bidding, a statement that the manufacturer will comply with BABA must be included with the bid submission.
4. The Awarding Body shall review substitutes and "or equals" for conformity with contract conditions, U.S. Department of Housing and Urban Development regulations, and BABA requirements.
5. Engineer/Architect approval of shop drawings or samples shall include review of BABA documentation.

6. The Awarding Body shall cause to review and / or take action with respect to shop drawings, samples, and other required Contractor submittals, including applications for payment, to ensure compliance with BABA.
7. Installation of materials or products that are not compliant with BABA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.
8. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.
9. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABA requirements.
10. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.
11. Contractor shall collect manufacturers' certifications on compliance with BABA requirements and shall submit such manufacturers' certifications to the Awarding Body with all applicable submittals.. Manufacturer's certifications shall be on the manufacturer's form and shall certify that the items provided by manufacturer meet the domestic preference requirements of BABA. The Awarding Body shall maintain copies of certifications in project files.
12. Subsequent to completion of the project and prior to release of retention funds, Contractor shall supply certifications of compliance to the best of Contractor's knowledge and belief that all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders complied with all federal requirements, including BABA. The Awarding Body shall maintain copies of certifications in project files.
13. Contractor shall assist the Awarding Body / Owner, if needed, in due diligence related to any BABA waiver request.

Definitions: Terms not defined in this part shall have the same meaning as provided in 2 CFR part 200, subpart A.

Awarding Body means the entity awarding a construction contract agreement to be paid in whole or in part with federal financial assistance subject to BABA.

Build America, Buy America Act (BABA) means division G, title IX, subtitle A, part I, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58).

Buy America Preference means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

Construction materials means articles, materials, or supplies incorporated into an infrastructure project that consist of only one or more of the following materials, except as provided in paragraph (2) of this definition:

(1)

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable;
- (v) Optical fiber;
- (vi) Lumber; or
- (vii) Drywall.

(2) For an item that consists only of a combination of one or more of the construction materials listed in paragraph (1) of this definition and binding agents, any binding agents shall be disregarded, and each construction material must meet the Buy America Preference standard defined in § 184.6.

Domestic content procurement preference means a requirement that no amounts made available through a program for Federal financial assistance may be obligated for a project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Federal agency means any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section).

Federal financial assistance

(A) In general. The term “Federal financial assistance” has the meaning given the term in section 200.1 of title 2, Code of Federal Regulations (or successor regulations).

(B) Inclusion. The term “Federal financial assistance” includes all expenditures by a Federal agency to a non-Federal entity for an infrastructure project, except that it does not include expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.

Financial Assistance Recipients are also known as grantees. Entities (states, counties, cities, and tribes) that receive funds through financial assistance awards under CDBG are financial assistance recipients.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States—

- (A) roads, highways, and bridges;
- (B) public transportation;
- (C) dams, ports, harbors, and other maritime facilities;
- (D) intercity passenger and freight railroads;
- (E) freight and intermodal facilities;
- (F) airports;
- (G) water systems, including drinking water and wastewater systems;
- (H) electrical transmission facilities and systems;
- (I) utilities;
- (J) broadband infrastructure; and
- (K) buildings and real property.

Infrastructure project is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

Iron or steel products means articles, materials, or supplies incorporated into an infrastructure project that consist wholly or predominantly of iron, steel, or both.

Manufactured products means articles, materials, or supplies incorporated into an infrastructure project that:

- (1) Do not consist wholly or predominantly of iron or steel or both; and
- (2) Are not categorized as a construction material (as defined in this section).

Produced in the United States means the following, for:

- (1) Iron and steel products. All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) Manufactured products.
 - (i) The product was manufactured in the United States; and
 - (ii) The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The costs of components of a manufactured product are determined according to § 184.5.

(3) Construction materials. All manufacturing processes for the construction material occurred in the United States. See § 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Subgrantee and Subrecipient means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Subcontractor and or Vendor means a dealer, distributor, merchant, or other seller providing goods or services procured for the conduct of a Federal program. These goods or services may be procured directly by the federal government or by a financial assistance recipient expending federal dollars to execute a federal program.

Construction Contractor BABA Self-Certification Form

The undersigned acknowledges that the Build America, Buy America Act (BABA) requires that the U.S. Department of Housing and Urban Development will not provide federal financial assistance for "infrastructure" projects "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States" (Section 70914 of Public Law No. 117-58, §§ 70901-52). The undersigned certifies that for the

Rosecrans Community Center - Chase Building Demolition Phase, 2501 Rosecrans Ave, Gardena, CA 90249 (Project Name and Location)
that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with BABA requirements, including:

- All iron and steel used in the project were produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- All manufactured products purchased with U.S. Department of Housing and Urban Development financial assistance were produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- All construction materials were manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The ☒ Contractor or ☐ Subcontractor, Interior Demolition, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor or Subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

[Signature]

Signature of Contractor or Subcontractor's Authorized Official

Marta Molina, Secretary & Treasurer

Name and Title of Contractor or Subcontractor's Authorized Official

3/28/2024

Date

ATTENTION: CITY, c/o CITY CLERK
Interior Demolition, Inc. - 23508 Pine St.
Newhall, CA 91321
Project No. JN 505
Rosecrans Community Center- Chase
Building Demolition Phase

'24 MAR 28 PM 1:52

CITY CLERK'S OFFICE

2

City of Gardena c/o
City Clerk
, 1700 W. 162nd Street,
Gardena, California 90247-3778

BID DATE: MARCH 28, 2024
BID TIME: 2 pm.

BID PROPOSAL (BP)

**ROSECRANS COMMUNITY CENTER –
CHASE BUILDING DEMOLITION PHASE**

PROJECT NO. JN 505

Contractor: Vertex Civil LLC

Address: 2131 S Dupont Dr, Anaheim, CA 92806

Phone: 949-991-4500

Fax: N/A

License No.: 1080483

D.I.R. No. 1000846755

Email: chris@vrtxcivil.com

To Be Submitted

WITH

Bid Package

BID PROPOSAL

PROJECT NO. JN 505

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

ROSECRANS COMMUNITY CENTER – CHASE BUILDING DEMOLITION PHASE

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within **twenty (20) Working Days** from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Mobilization, Insurance and Bonds (Maximum 5%)	L.S.	1	\$	\$15,525.24
2	Site Demolition	L.S.	1	\$	\$72,509.22
3	Building Demolition	L.S.	1	\$	\$138,714.62
4	Asbestos and Lead Abatement	L.S.	1	\$	\$17,250.79
5	Earthwork / Grading with Import Fill	L.S.	1	\$	\$82,889.45
6	NPDES Compliance and Erosion Control	L.S.	1	\$	\$14,950.68
7	Abandon Utilities	L.S.	1	\$	\$6,560.00
BASE BID TOTAL					\$348,400.00

TOTAL BASE BID PRICE:

(Figures) \$348,400.00

(Words) Three Hundred Forty-Eight Thousand, Four Hundred Dollars

* 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

TO BE SUBMITTED WITH PROPOSAL

or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will paid therefor.

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

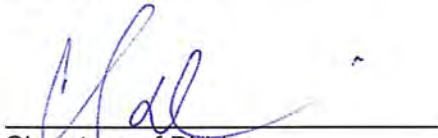
In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____ Dollar

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

Robert Christopher Delleringa

Name of Bidder

A handwritten signature in blue ink, appearing to read 'R. Delleringa', is written over a horizontal line.

Signature of Bidder

BID PROPSOAL

PROJECT NO. JN 505

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

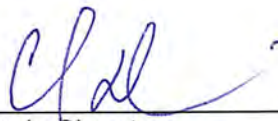
Addendum No. 1 Date 3/16/24 Addendum No. Date

Addendum No. 2 Date 3/18/24 Addendum No. Date

Addendum No. Date Addendum No. Date

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom (<https://www.e-arc.com/location/costa-mesa/>). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

3/28/24

Date

BID PROPOSAL

PROJECT NO. JN 505

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

TO BE SUBMITTED WITH PROPOSAL

BP-5

BIDDER'S DECLARATION (Continued)

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

Respectfully submitted,

Vertex Civil LLC
Contractor's Business Name

2211 Michelson Dr #500
Business Address: Street

Irvine CA 92612
City State Zip

(916) 340-5600
Business Phone Number

3/28/24
Date

Robert Christopher Dellerenga CEO
Name Title

Newport Beach CA 92663
City State Zip

CEO
Contractor (Print) Title

[Signature] CEO
Signature Title

1080483 A,B,C21
Contractor's License No. and Classification

N/A
Business Fax Number

2505 Crestview Dr
Residence: Street

916-340-5600
Residence Phone Number

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

BID PROPOSAL

PROJECT NO. JN 505

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)


State of California

County of Los Angeles

Robert Christoper Delleringa being first duly sworn, deposes and says that he or she is CEO of Vertex Civil LLC 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.

Robert Christopher Delleringa

NAME OF BIDDER



SIGNATURE OF BIDDER

2505 Crestview Dr

ADDRESS OF BIDDER

Newport Beach CA 92663

CITY

STATE

ZIP

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

TO BE SUBMITTED WITH PROPOSAL

BP-7

BID PROPOSAL

PROJECT NO. JN 505

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 are 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 28th day of March, 2024, at 2211 Michelson Dr #350 Irvine (place of execution), California 92612.

Signature:  Name: Robert Christopher Dellerina

Title: CEO Company: Vertex Civil LLC

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 505

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Vertex Civil LLC, as Principal,
and Travelers Casualty and Surety Company of America, as Surety,
are held firmly bound unto the City of Gardena in the sum of \$ _____;
TEN PERCENT (10%) of the Total Amount Bid-----DOLLARS.

(not less than ten percent of total amount of bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

**PROJECT: ROSECRANS COMMUNITY CENTER –
CHASE BUILDING DEMOLITION PHASE**

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 ^{25th} day of March, 2024

Vertex Civil LLC (SEAL)
Principal

Travelers Casualty and Surety Company of America
/ (SEAL)
Surety

BY: _____
Signature

BY: Edward N. Hackett MAR 25 2024
Signature Edward N. Hackett, Attorney-in-Fact

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On MAR 23 2024 before me, C. Maestas, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Edward N. Hackett

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Vertex Civil LLC Bid Bond

Document Date: MAR 23 2024 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward N. Hackett

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: None

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Edward N Hackett** of **ALISO VIEJO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **March**, 2024



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of July, 1997, I have
hereunto set my hand and caused my official seal to be affixed this 16th
day of June, 1997.

Fee \$92.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official
seal to be affixed this 31st day of December, 2007.

Steve Potiner
Insurance Commissioner

By Pauline D'Andrea
Pauline D'Andrea

BID PROPOSAL

PROJECT NO. JN 505

DESIGNATION OF SUBCONTRACTORS

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

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

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

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
4.9%	5m Contracting	Abatement	962390	B,C21,C22	1000002286
4.3%	BMP Solutions	Erosion Control	905122	C27	1000011868
9.1%	Crown Fence	Fencing	1315	C13	1000005330

Not more than ____%.

TO BE SUBMITTED WITH PROPOSAL

BP-10

BID PROPOSAL

PROJECT NO. JN 505

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

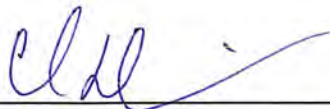
Number of years as a contractor in construction work of this type: 2.5 Years

Three projects of this type recently completed:

1. Name (Firm/Agency): Paseo Adelanto Housing Partners LP %Jamboree Housing Corporation
Address: 17701 Cowan Ave. Ste 200, Irvine CA 92614
Contact Person: Nick Haddock Telephone No.: 949-214-2357
Title of Project: Paseo Adelanto - San Juan Capistrano
Project Location: 32410 Paseo Adelanto San Juan Capistrano, CA 92675
Date of Completion: October, 2023 Contract Amount: \$157,669
2. Name (Firm/Agency): WLAVA 156/157 Steamline LLC
Address: 1000 Corporate Pointe, Culver City, CA 90230
Contact Person: Brian D' Andrea Telephone No.: 310-642-2059
Title of Project: West LA VA Building 156 & 157 Steamline Removal
Project Location: 11301 Wilshire Blvd, Los Angeles, CA 90073
Date of Completion: January, 2024 Contract Amount: \$239,000
3. Name (Firm/Agency): Century West Lava 2 LP
Address: 1000 Corporate Pointe, Culver City, CA 90230
Contact Person: Brian D' Andrea Telephone No.: 310-642-2059
Title of Project: West LA VA 156/157
Project Location: 11301 Wilshire Blvd, Bldg 156/157, Los Angeles CA 90073
Date of Completion: December, 2023 Contract Amount: \$351,898.50

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

Bidder's Signature



TO BE SUBMITTED WITH PROPOSAL

BP-11

BID PROPOSAL

PROJECT NO. JN 505

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 Vertex Civil LLC

TITLE OF PERSON SIGNING CEO

SIGNATURE 

DATE 3/28/24

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

BID PROPOSAL

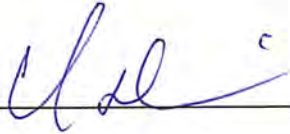
PROJECT NO. JN 505

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  Name: Robert Christopher Dellerenga

Title: CEO Company: Vertex Civil LLC

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

TO BE SUBMITTED WITH PROPOSAL

ROSECRANS COMMUNITY CENTER
CHASE BUILDING DEMOLITION
PHASE

PROJECT NO. JN 505

③

'24 MAR 28 PM 1:56

CITY CLERK'S OFC

VERTEX CIVIL LLC
2131 S. DUPONT DR.
ANAHEIM, CA 92806



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 19.A
Section: COUNCIL ITEMS
Meeting Date: April 9, 2024

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

AGENDA TITLE: RESOLUTION NO. 6664, A Resolution of the City Council of the City of Gardena California, In Support of An Enduring Ceasefire in Gaza

COUNCIL ACTION REQUIRED:

Staff Recommendation: Discuss and Consider Adopting Resolution No. 6664

RECOMMENDATION AND STAFF SUMMARY:

On March 26, 2024, Councilmember Francis and Mayor Pro Tem Henderson requested that staff prepare a Resolution for the council to adopt in support of an enduring ceasefire in Gaza.

Since the horrific Hamas attacks of October 7, 2023, in which over 1,200 Israelis were killed and more than 240 taken hostage, over 30,000 Palestinians have been killed by the Israeli response and nearly 70,000 wounded, 70 percent of whom are women and children. Increasing numbers of United States cities are joining the majority of nations around the globe in calling for a ceasefire.

Attached for City Council consideration and adoption is Resolution 6664, as provided by Councilmember Francis, which resolves that the City of Gardena City Council finds that the International Court of Justice has determined the plausibility of genocide and that Israel is in violation of the Genocide Convention. That the Gardena City Council condemns anti-Semitic, anti-Palestinian, anti-Arab, Islamophobic, and all xenophobic rhetoric and attacks. That the City of Gardena City Council urges the Biden Administration, Senate, and Congress to cease being complicit in the genocide and work towards a permanent ceasefire, providing humanitarian aid, restoring funding to UNWRA, and the release of all hostages, detainees, and political prisoners. In addition, the resolution requests that copies of Resolution 6664 be sent to President Biden, Vice President Kamala Harris, and to each member of the California Congressional delegation, urging them to use their position to enact a sustained ceasefire.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[Reso No. 6664 docx.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

RESOLUTION NO. 6664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, IN SUPPORT OF AN ENDURING CEASEFIRE IN GAZA

WHEREAS, The Gardena City Council recognizes that all human life is precious regardless of color, religion, ethnicity, or nationality; and the targeting of civilians is a violation of international humanitarian law and basic human morality, and;

WHEREAS, Since the horrific Hamas attacks of October 7, 2023, in which over 1,200 Israelis were killed and more than 240 taken hostage, over 30,000 Palestinians have been killed by the Israeli response and nearly 70,000 wounded, 70 percent of whom are women and children, and;

WHEREAS, Increasing numbers of United States cities, over 80 cities thus far including Oakland and Chicago, are joining the majority of nations around the globe in calling for a ceasefire, and;

WHEREAS, Both Congresswomen Barbara Lee CA-12 and Maxine Waters CA-43 have been outspoken on this issue along with others in Congress as leading advocates for a ceasefire; and;

WHEREAS, On October 26, 2023, the United Nations (UN) General Assembly adopted a resolution calling for an “immediate, durable and sustained humanitarian truce” between Israeli forces and Hamas militants in Gaza, and numerous other international humanitarian organizations have similarly called for a sustained ceasefire; and;

WHEREAS, The International Court of Justice has determined the plausibility of genocide and that Israel is in violation of the Genocide Convention.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, that the International Court of Justice has determined the plausibility of genocide and that Israel is in violation of the Genocide Convention.

BE IT FURTHER RESOLVED, that the Gardena City Council condemns anti-Semitic, anti-Palestinian, anti-Arab, Islamophobic, and all xenophobic rhetoric and attacks.

BE IT FURTHER RESOLVED, that the City of Gardena urges the Biden Administration, Senate, and Congress to cease being complicit in the genocide and work towards a permanent ceasefire, providing humanitarian aid, restoring funding to UNWRA, and the release of all hostages, detainees, and political prisoners.

RESOLUTION NO. 6664

BE IT FURTHER RESOLVED, that copies of this resolution be sent to President Biden, Vice President Kamala Harris, and to each member of the California Congressional delegation urging them to use their position to enact a sustained ceasefire.

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 IN SUPPORT OF AN ENDURING CEASEFIRE IN GAZA of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 9th day of April, 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney