



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162nd Street, Gardena, California

Website: www.cityofgardena.org

Tuesday, September 26, 2023

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**

Joyce Watanabe - Baha'i Faith

5. **PRESENTATIONS**

5.A Certificate of Recognition to the Members of the City of Gardena Explorer Post #142 for their successes in the 2023 Central Valley Explorer Competition held in Modesto, CA - ***to be presented by Chief Mike Saffell***
[Cert of Recognition - Police Explorers 2023.pdf](#)

5.B Lexipol Policy Award 2022 - ***presented by Theresa Maza***

5.C GTrans FY19-21 Federal Transit Administration Triennial Review - ***presented by Transportation Director Ernie Crespo***

5.D Gardena Events Video Presentation

6. **PROCLAMATIONS**

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, September 12, 2023

CONTACT: CITY CLERK

[09122023 REGULAR Minutes CC Meeting - FINAL.pdf](#)

- 8.C Approval of Warrants/Payroll Register, September 26, 2023

CONTACT: CITY TREASURER

[Warrant-Payroll Register 09-26-23.pdf](#)

- 8.D Monthly Investment Portfolio, August 2023

CONTACT: CITY TREASURER

[August 2023 Investment Report.pdf](#)

- 8.E Personnel Report P-2023-15 9-26-23

CONTACT: HUMAN RESOURCES

[PERS RPT P-2023-15 9-26-23.pdf](#)

- 8.F Appointment of a Representative to the South Bay Workforce Investment Board (SBWIB)

CONTACT: COMMUNITY DEVELOPMENT

[SBWIB Nomination Letter.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

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

- 10.A SEPTEMBER 19, 2023 - Meeting Cancelled
[2023_09_19 CANCELLATION.pdf](#)

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

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

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

- 12.A [CalPERS Amendment Adoption of ORDINANCE NO. 1858, Authorizing an Amendment to the Contract Between the Board of Administration of the Public Employees' Retirement System and the City of Gardena](#)

Staff Recommendation: Approve Ordinance No. 1858
[Ordinance No. 1858.pdf](#)
[CON5.pdf](#)

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

- 13.A [Consideration of an Agreement with MDG Associates, Inc. for CDBG/HOME Program Administration and Bid & Construction Management Services](#)

Staff Recommendation: Approve Agreement with MDG Associates, Inc.
[Staff Report - MDG Agreement CDBG 2023.pdf](#)
[DocuSign_MDG_Services_Agreemen.pdf](#)
[Willdan Engineering Proposal.pdf](#)
[DCho Associates Proposal.pdf](#)

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

15. **DEPARTMENTAL ITEMS - POLICE**

- 15.A [Authorization for Additional Services and Maintenance for the Video Policing System through December 2024 Not to Exceed \\$591,832.57.](#)

Staff Recommendation: Authorize additional funds
[Attachment A - GTrans Quote from DataGear.pdf](#)
[Attachment B - DataGear - GTrans Payment Milestones.pdf](#)
[Attachment C - Camera Maintenance Contract 2022.pdf](#)

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A [Award Construction Contract for the Nakaoka Community Center HVAC Upgrade Project, JN 522, to Bon Air Inc., in the amount of \\$195,600. Additionally, Approve Plans and Specifications, Construction Contingency, and Declare California Environmental Quality Act \(CEQA\) Exemption.](#)

Staff Recommendations:

- **Award Construction Contract**
- **Approve Plans and Specifications**
- **Approve Construction Contingency**
- **Declare CEQA Exemption**

[NCC HVAC Spec For Bidding JN522.pdf](#)
[NCC HVAC Plans For Bidding JN522.pdf](#)
[Location Map JN522.pdf](#)
[Notice of Exemption JN522.pdf](#)
[JN 522 - BON AIR INC.pdf](#)

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

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

19. **COUNCIL ITEMS**

- 19.A Discuss and Consider City Council Policy Statement prohibiting the City from co-hosting any events with individual City Council Members

Staff Recommendation: Discuss and Consider adoption of City Council Policy Statement prohibiting the City from co-hosting any events with individual City Council Members

[Council Policy 2023-01 - Prohibiting the City from Co-Hosting any Events with Individual City Council Members.docx](#)

20. **COUNCIL DIRECTIVES**

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

22. **COUNCIL REMARKS**

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

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

Ms. Loyce Holt, 85 years of age, Loyce served the City of Gardena for 33 years as the Director of Recreation and participated in several service organizations within the community.

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, October 10, 2023.

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

Dated this 22nd day of September 2023

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

Certificate of Recognition

presented to

City of Gardena

POLICE

❧ **EXPLORERS** ❧

POST #142

in official acknowledgement of their outstanding and

**EXCEPTIONAL
ACHIEVEMENTS**

at the

**2023 Central Valley
EXPLORER COMPETITION,**

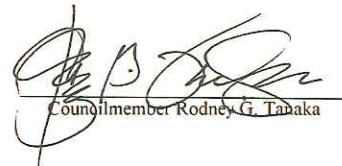
June 23 through June 25, 2022, in Modesto, California.

These commendable accomplishments are deserving of public
praise and recognition. Please accept the City's sincere congratulations!

~ Presented this 26th day of September, 2023 ~


Mayor Tasha Cerda


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Paulette C. Francis


Councilmember Wanda Love

MINUTES
Regular Meeting of the
Gardena City Council
Tuesday, September 12, 2023

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:42 PM on Tuesday, September 12, 2023, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem 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.

PUBLIC COMMENT ON CLOSED SESSION - None

2. CLOSED SESSION - None

CITY ATTORNEY REPORT OUT OF CLOSED SESSION - None

3. PLEDGE OF ALLEGIANCE

Elizabeth Green and Oluwatoyin Kadiri, both in 5th grade at KIPP Generations Academy led the Pledge of Allegiance. Elizabeth Green enjoys spending time with her family and friends, playing games with her brother and also loves to color, draw, and braid hair. Elizabeth loves her family and God the most. Oluwatoyin Kadiri loves coloring, basketball, dancing, riding her bike and singing. Oluwatoyin means "God is worthy to be praised". Her Nigerian American father named her that because they were so happy when she was born. She has two brothers and 6-year-old twin sisters. She is an amazing big sister and very protective of her younger sisters. Both students introduced their family members and teachers who attended the meeting.

4. INVOCATION

Reverend John E. Ward, Senior Pastor/Minister of Music of First Southern Baptist Church of Gardena led the Invocation

5. PRESENTATIONS

5.A Gardena Events Video Presentation

5.B West Nile Virus Activity Update - ***Presentation was given by Susanne Kluh, General Manager of GLA County Vector Control District***

6. PROCLAMATIONS

6.A "Constitution Week," September 17-23, 2023 – ***was proclaimed by Mayor Cerda***

- 6.B "23rd Annual Keep Gardena Beautiful Day," September 16, 2023 – ***was proclaimed by Mayor Cerda***
- 6.C "City Employee Recognition Day" September 21, 2023 – ***was proclaimed Mayor Cerda***
- 6.D Prostate Cancer Awareness Month - September 2023 – ***to be accepted by Freddie Muse Jr – Mr. Muse was not in attendance***

7. **APPOINTMENTS**

- 7.A Council Appointments to Commissions, Committees, Councils and Boards (Appointees to be Ratified and Sworn In)

Rent Mediation Board / Tenant Representative - Cassandra Villa
(Appointed by Mayor Cerda)

Ms. Villa thanked Mayor Cerda for the appointment.

It was moved by Mayor Cerda, seconded by Council Member Francis, and carried by the following roll call vote to Appoint Cassandra Villa to the Rent Mediation Board / Tenant Representative:

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

Noes: None

Absent: None

Rent Mediation Board / At Large Representative - Doris Sims
(Appointed by Council Member Tanaka)

It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Appoint Doris Sims to the Rent Mediation Board / At Large Representative:

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

Noes: None

Absent: None

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, August 22, 2023
CONTACT: CITY CLERK

- 8.C Approval of Warrants/Payroll Register, September 12, 2023
CONTACT: CITY TREASURER
- 8.D Personnel Report P-2023-14 9-12-23
CONTACT: HUMAN RESOURCES
- 8.E Second Reading and Adoption of ORDINANCE NO. 1858, Authorizing an Amendment to the Contract Between the Board of Administration the Public Employees' Retirement System and the City of Gardena
CONTACT: ADMINISTRATIVE SERVICES

ORDINANCE NO 1858

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

- 8.F Second Reading and Adoption of ORDINANCE NO.1854 Amending Title 18 and Adding Chapter 5.76 to Title 5, of the Gardena Municipal Code Relating to Home Sharing Rentals
CONTACT: COMMUNITY DEVELOPMENT

ORDINANCE NO. 1854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING TITLE 18 AND ADDING CHAPTER 5.76 TO TITLE 5 RELATING TO HOME SHARING RENTALS

- 8.G Modification to Bingo License for Gardena Valley JCI, located at 1964 W. 162nd Street
CONTACT: COMMUNITY DEVELOPMENT
- 8.H Approve Carnival Contract with CM Amusement for the Fall Carnival at Mas Fukai Park on Friday, October 20, Saturday, October 21, and Sunday, October 22, 2023
CONTACT: RECREATION AND HUMAN SERVICES

It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Adopt the Consent Calendar with the exceptions of 8.D, 8.F and 8.H:

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

9. EXCLUDED CONSENT CALENDAR

- 8.D HUMAN RESOURCES – Personnel Report P-2023-14 9-12-2023
Item pulled by Council Member Love

Questions were asked by Council Members Love and Francis regarding the job Community Liason Officer job description in the Personnel Report.

City Manager Osorio responded to Council's questions.

It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve Personnel Report P-2023-14 9-12-2023:

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

- 8.F COMMUNITY DEVELOPMENT – Second Reading and Adoption of ORDINANCE NO. 1854, Amending Title 18 and Adding Chapter 5.76 to Title 5, of the Gardena Municipal Code Relating to Home Sharing Rentals - ***Item pulled by Council Member Francis***

Public Speakers: The following people spoke in opposition of Ordinance No. 1854: Mariya Wrightsman, Yegor Kochetov, and Noah Welter.

Questions and comments were asked by all members of the Council relating to Ordinance No. 1854 and Home Sharing Rentals.

City Manager Osorio, City Attorney Vasquez and Senior Planner Acuna answered all of the Council's questions.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Ordinance No. 1854:

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

- 8.H. RECREATION AND HUMAN SERVICES - Approve Carnival Contract with CM Amusement for the Fall Carnival at Mas Fukai Park on Friday, October 20, Saturday, October 21, and Sunday, October 22, 2023 – ***Item pulled by Council Member Francis***

Questions and comments were asked by Council Member Love regarding the security at the event.

City Manager Osorio replied to her questions.

It was moved by Council Member Francis, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve Carnival Contract with CM Amusement:

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

Noes: None

Absent: None

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A SEPTEMBER 5, 2023 MEETING

PUBLIC CONVENIENCE OR NECESSITY DETERMINATION FOR CONDITIONAL USE PERMIT #5-22

The Planning Commission considered a determination of Public Convenience or Necessity to allow the on-site sale and consumption of beer and wine ancillary to a new karaoke bar business at 15210 Western Avenue, pursuant to a Type-42 On-Sale General license with the California Department of Alcoholic Beverage Control (ABC) and determination that the project is exempt from the provisions of California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15301 and Section 15061(b)(3).

Location: 15210 S Western Ave

Applicant: Kyeang Linda Jo (DBA Sul Bar)

Commission Action: The Planning Commission approved Resolution No. 16-23, making a finding of convenience and necessity for approving the sale of alcohol beverages for on-site consumption for the establishment at 15210 Western Avenue.

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

This Item was Received and Filed.

10.B SEPTEMBER 5, 2023 MEETING

Conditional Use Permit #6-23

The Planning Commission reviewed a request for a Conditional Use Permit, per section 18.32.030.B of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine in an existing restaurant located in the General Commercial (C-3) zone and determination that the project qualifies for a Class 1 categorical exemption as an existing facilities project, and exempt pursuant to

Section 15061(b)(3) of the California Environmental Quality Act. Project Location: 1845 W Redondo Beach Blvd.

Applicant: Sun Ja Lee

Commission Action: The Planning Commission approved Resolution No. PC 14-23, approved Conditional Use Permit #6-23 subject to the Conditions of Approval, and directed staff to file a Notice of Exemption.

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

This Item was Received and Filed.

10.C SEPTEMBER 5, 2023 MEETING

MODIFICATION OF CONDITIONAL USE PERMIT #13-17

The Planning Commission reviewed the applicant's request to continue the project to a future Planning and Environmental Quality Commission meeting. Project Location: 1650 W 130th St.

Applicant: Antonio Valenzuela

Commission Action: No action was made by the Planning Commission. This item will be brought back to the Commission at a future meeting and re-noticed in the newspaper.

City Council Action: This Item Required No Action by City Council.

10.D SEPTEMBER 5, 2023

ZONE TEXT AMENDMENT #4-23

The Planning Commission reconsidered an Ordinance Amending Chapter 18.13 of the Gardena Municipal Code relating to Accessory Dwelling Units and making a determination that the Ordinance is exempt from CEQA pursuant to the Public Resources Code Section 21080.17.

Commission Action: The Planning Commission approved Resolution No. PC 17-23, by a vote of 5-0, recommending that the City Council adopt Ordinance No. 1856.

City Council Action: Receive and File. This item will be brought forth to the Council for review at a future City Council meeting.

This Item was Received and Filed.

11. ORAL COMMUNICATIONS

- 1) Sherelle Diggs, businessowner: came out to speak regarding gang activity, homelessness, sewer testing and short term rentals.
- 2) Travis Hernandez, Community Library Manager of Masao W. Satow Library: came to give updates on both Mayme Dear and Masao W. Satow libraries.

Mayor Cerda asked Mayor Pro Tem Henderson to take over the meeting while she stepped out with Deputy City Clerk Romero regarding her computer.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

- 12.A RESOLUTION NO. 6645, Authorizing the City Manager to Execute All Agreements and to Accept Grant Funds for the Gardena Community Aquatic & Senior Center from the U.S. Department of Housing and Urban Development

CONTACT: ADMINISTRATIVE SERVICES

RESOLUTION NO 6645

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND TO ACCEPT GRANT FUNDS FOR THE GARDENA COMMUNITY AQUATIC & SENIOR CENTER FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

City Manager Osorio presented the Staff Report.

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

Questions were asked by Council Member Francis regarding the funding of this project.

City Manager Osorio replied to her question.

It was moved by Council Member Francis, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Resolution No. 6645:

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

Noes: None

Absent: None

13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

13.A PUBLIC HEARING: Regarding FY 2021-2022 and 2022-2023 Consolidated Annual Performance and Evaluation Reports (CAPER)

City Manager presented the Staff Report.

Mayor Cerda opened the Public Hearing at 9:15p.m.

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

Questions and comments were asked by Council Members Love and Francis, and Mayor Cerda regarding CDBG funding and how it can be used to better service our community.

City Manager Osorio, Community Development Director Tsujiuchi, and Consultant Esther Luis of MDG Associates, Inc. answered all questions.

Mayor Cerda closed the Public Hearing at 9:34p.m.

It was moved by Council Member Tanaka seconded by Council Member Francis, and carried by the following roll call vote to Conduct a public hearing, allow three (3) minutes for each speaker; receive public comment, and authorize staff to submit the FY 2021-2022 CAPER and 2022-2023 CAPER to the U. S. Department of Housing and Urban Development:

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

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

- 14.A Calling for the March 5, 2024, General Municipal Election, Requesting Consolidation with the Statewide Primary Election to be Conducted by the Los Angeles County Registrar of Voters, and Providing Regulations for Candidates; Adoption of Resolution Nos. 6642, 6643 and 6644

City Manager Osorio presented the Staff Report.

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

Comments were made by Mayor Pro Tem Henderson and Council Member Love.

It was moved by Council Member Love, seconded by Council Member Francis, and carried by the following roll call vote to Adopt Resolutions Nos. 6642, 6643 and 6644:

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

- 14.B Approval of the International Travel for City Clerk Mina Semenza in Celebration of the 60th Anniversary Visit of the Gardena - Ichikawa Sister City Relationship

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone 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 Members Francis and Love and Mayor Cerda.

City Manager Osorio answered all questions.

It was moved by Council Member Tanaka, seconded by Council Member Francis, and carried by the following roll call vote to Approve the International Travel for City Clerk:

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

Noes: None

Absent: None

15. DEPARTMENTAL ITEMS - POLICE

- 15.A Notification of Eligibility for Funding in the Amount of \$23,491 Under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2022 Local Solicitation

City Manager Osorio presented the Staff Report.

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

This Item was Receive and Filed.

16. DEPARTMENTAL ITEMS - PUBLIC WORKS

- 16.A Review and Approve Submission of the City of Gardena Local Hazard Mitigation Plan Draft to State and Federal Emergency Agencies

City Manager Osorio presented the Staff Report.

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

There was a presentation by Consultant Ryan Bray.

Questions and comments were asked by Council Member Francis and Love and Mayor Cerda regarding the Plan.

Consultant Bray answered all questions.

It was moved by Council Member Love, seconded by Council Member Francis, and carried by the following roll call vote to Review and Approve Submission of the Draft of the Local Hazard Mitigation Plan to State and Federal Emergency Agencies:

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

Noes: None

Absent: None

- 16.B Award Contract for the Council Chambers Visual Audio Upgrade Design/Build Project, JN 536, to Western Audio Visual & Security, in the amount of \$81,888.40, Declare California Environmental Quality Act (CEQA) Exemption, Approve the Project Request for Proposal & Specifications, and Budget Contingency

City Manager Osorio presented the Staff Report.

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

Questions were asked by Mayor Pro Tem Henderson and Council Member Francis.

Public Works Director Rigg 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 Contract; Declare CEQA Exemption; Approve Project RFP and Specifications; and Approve Budget Appropriation and Contingency:

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

Noes: None

Absent: None

- 16.C Award Contract for the Purchase and Installation of 71 Electric Vehicle Chargers and Five-Years of Operations and Maintenance to Noodoe Inc, in the amount of \$268,884.75 for the Arthur Johnson Park, Rowley Park and Police Department Parking Lot Charge Ready Project, JN 538, Declare California Environmental Quality Act (CEQA) Exemption, and Authorize the Budget Appropriation

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone 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 Mayor Pro Tem Henderson and Council Member Love.

Public Works Director Rigg 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 Contract for the Purchase and Installation of 71 Electric Vehicle Chargers and Five (5) Years of Operations and Maintenance Declare CEQA Exemption Authorize the Budget Appropriation:

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

Noes: None

Absent: None

- 16.D Reject all bids and the Pre-Qualified General Contractor list for the Gardena Community Aquatic and Senior Center Project, JN 978, and re-bid the project with modified requirements and/or scope

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone 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 all members of the Council.

City Manager Osorio, Public Works Director Rigg, and City Attorney Vasquez answered all of Council's questions.

It was moved by Council Member Tanaka, seconded by Council Member Love, and carried by the following roll call vote to Reject all bids and the Pre-Qualified General Contractor list and rebid:

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

Noes: None

Absent: None

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES – *No Items*

18. DEPARTMENTAL ITEMS - TRANSPORTATION

- 18.A Approve Contract with Arellano Associates for Microtransit Service Community Outreach and Education in the amount of \$127,020 and a Project Total of \$146,073

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone 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 Members Love and Francis, and Mayor Cerda.

City Manager Osorio and Transportation Director Crespo answered all questions.

It was moved by Council Member Tanaka, seconded by Council Member Francis, and carried by the following roll call vote to Approve Contract:

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

Noes: None

Absent: None

19. COUNCIL ITEMS – *No Items*

20. COUNCIL DIRECTIVES

COUNCIL MEMBER FRANCIS

- 1) Asked for a current map of businesses in the City that have a liquor license – **Mayor Cerda seconded it.**

Purpose – To see how many there are

Reason – To ensure we don't have an over concentration of establishments

Benefit – We don't want too much competition, and to protect our schools

COUNCIL MEMBER TANAKA

- 1) Asked if staff could do some research on the Neighborhood Resilience Initiative - **Mayor Pro Tem Henderson seconded it.**

Purpose – We could possibly get \$3M dollars in grant funds

Reason – It could help fund other projects, like the Rosecrans project

Benefit – It could help equip disadvantaged communities by receiving this grant money

Mayor Cerda

- 1) Asked if in the future, if City events could be advertised as the City of Gardena and not be tied to one individual Council Member or even the Mayor - **Council Member Tanaka seconded it.**

Purpose – No one individual should be named

Reason – To show inclusiveness of the Council

Benefit – To show our community that we work collectively together as one

21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

- 1) A memo regarding an update on the directive on tree trimming report card to see what they have done.

22. COUNCIL REMARKS

- 1) COUNCIL MEMBER LOVE: Since we last met, Council Member Love attended the City of Gardena Jazz Festival, the Carson Family Fest, the 9/11 Memorial, the Rooted in Prevention Workshop. She was also invited by Council Members in the City of Carson to attend the White Linen Cajun Blues Festival and also attended a Mothers in Mourning March with State Assemblyman Mike Gibson, which is a march for mothers and women who have lost their children to gun violence and called it an honor to support him. She also made a remark on being a councilwoman and sitting on this Council. She shared her intentions are to do the job she was elected for and in doing so she will always push for what's right and what is best for the city, regardless of her own opinion and desires. She asked the community to get involved and reminded

everyone that we have an election coming up; we are in official election season as of this meeting. She reiterated that members of our community should pay attention and elect people that are going to support their cause, carry their vote and not push their own agenda.

- 2) MAYOR PRO TEM HENDERSON: Since our last gathering, Mayor Pro Tem Henderson attended the 9/11 recognition, his SCAG Regional Council Meeting, in which the council got together and discussed their concerns and sent a letter to HCD regarding the Regional Housing Need Assessment as well as how to move forward. He had an opportunity to participate in the AI Uses of Government pros and cons in relationship to digital equity and he also attended the City of Gardena Jazz Festival and shared with Mayor Cerda the check they received from Senator Bradford for \$3M dollars. He thanked the Senator for that funding as well as all other state and federal officials, including Assemblyman Al Muratsuchi and Congresswoman Maxine Waters. He addressed some of the financial difficulties the city has faced in the past and the process for acquiring grants and funding. He pointed out some of the good things our city has done, like winning the Most Business Friendly City Award. He agreed with Councilwoman Love that Council should be cognizant and aware of how they conduct themselves and how we should continue to move forward and progress as a city. He thanked staff for all they do and the events they put on for our city.
- 3) COUNCIL MEMBER FRANCIS: Started off thanking Director Suzanne Kluh from the Greater Los Angeles Vector Control for her presentation on the West Nile Virus. She attended the City of Gardena Jazz Festival and commended the staff; she stated she got nothing but great reports on how organized the event was and how well attendees were treated. She thanked them for a great event and encouraged people to attend next year. She also attended the Greater Los Angeles Vector Control District Meeting and her Beautification Committee Meeting. She reminded everyone of our community clean up event that is coming up this Saturday, September 16, 2023, and encouraged members of the community to continue to sign up. She attended the Gardena Holly Park Homeowners Association Meeting, and the Carson Cajun Blues Festival. She wanted to share something good she heard about our city from Laura Richardson, who is running for State Senate, in which she commented on how Gardena has always remained a stabilized and consistent city even throughout hardships. Council member Francis also thanked staff for setting a bar of excellence. She concluded by saying through all the bad news we hear about to remember that better days are coming and to keep the faith.
- 4) MAYOR CERDA: Attended the funeral services of John Peter Roddy, along with Chief Saffell and Council Member Tanaka, he and his wife Annie are community members and I know Annie appreciated having her city family there, the retirement ceremony for Los Angeles County Fire Division Secretary Kathy Johnson, a fundraiser for the victims of Maui at the Japanese Cultural Institute, the California Municipal Revenue and Tax Association Meeting which the City hosted, Grand opening of Liz Flint's new headquarters in Century City, also was the speaker for the Cashmere Gatekeepers Neighborhood Watch Meeting where she gave updates on the community. She also attended the short portion of the Rooted in Prevention Workshop, Community Day at Gardena Torrance Baptist Church, where they honored one of our officers, Kiara Preciado, and a 90th birthday party for Pastor Devereaux a 50-year resident of the City and the 9/11 Commemoration Ceremony where she thanked the city for always

continuing to have this ceremony never forgetting the incidents as they happened that day. She acknowledged the recent passing of former employee, Loyce Holt, whose remembrance will be officially acknowledged at our next Council Meeting Agenda. Lastly, she read a portion of a letter she received from the Mayor of Ichikawa, Japan where he expressed his sincere appreciation for the warm welcome the Ichikawa officials and citizens received during their recent visit and conveyed gratitude to all elected officials and executive staff.

- 5) COUNCIL MEMBER TANAKA: Attended the South Bay COG Board Meeting, John Roddy's funeral, the Rolling Hills Estates 19th Amendment Plaque Dedication Ceremony, the City of Gardena 20th Jazz Festival, where he thanked staff for doing a great job, and Serra High School's Quester Showcase Program. Participated in a meeting with COG Director Jackie Bacharach and our City Manager where they discussed the Resilience Center Project, met with the Homeless Task Force, attended the Rooted in Prevention Workshop, and encouraged people to attend the next workshop, helped cook at the Elks Lodge's Grandparents Day, and the 9/11 Commemoration Ceremony where he gave a special thanks to all our First Responders. He congratulated his El Segundo counterpart, Drew Boyles, and the 2023 El Segundo Little League World Champions. He shared that he would miss Keep Gardena Beautiful Day on September 16, 2023, to attend the funeral services for Guy Mato's mother. In conclusion, he wanted to acknowledge Loyce Holt for being a great friend and ask that God bless her and her family.

23. ANNOUNCEMENT(S)

Mayor Cerda announced:

- 1) Co-Ed Youth Flag Football Registration Period for children in Grades 1st through 8th – Monday, September 4 – 23, 2023; for more information go to www.cityofgardena.org/events.
- 2) Introduction to Flag Football for children in Grades TK-K; on Saturdays from October 14-December 2, 2023; Registration Period is Monday, September 4-23, 2023; to register go to www.cityofgardena.org/events.
- 3) Gardena Police Department's Coffee with a Cop, Thursday, September 14, 2023 from 9:00-11:00a.m. at Auntie's Café.
- 4) Food, Wine & Brew, Saturday, September 23, 2023, from 12:00 p.m. to 7:00 p.m. The headliner DW3. General Admission \$25; Reserved Table Seating \$85.
- 5) Park & Recreation Master Plan Workshops: Wednesday, September 27, 2023, 6 pm – 8 pm at the Nakaoka Community Center; Thursday, October 26, 2023, 6 pm – 8 pm at Rowley Park.
- 6) Save the Date – Fall Games, Thursday, September 28, 2023, from 5:00 pm – 7:00 pm at Freeman Park. Free Event sponsored by the Gardena Police Department; featuring Games, Sweet treats, Raffles & more.
- 7) Furbaby LoveFest, Sunday, October 1, 2023 from 1:00-6:00p.m. at the Gardena City Hall Lawn.

24. REMEMBRANCES - None

25. ADJOURNMENT

At 11:57 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, September 26, 2023.

APPROVED:

Tasha Cerda, Mayor

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

By:_____
Becky Romero, Deputy City Clerk

MEMORANDUM

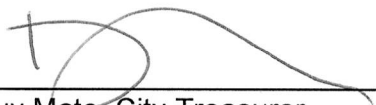
TO: Honorable Mayor and City Council
FROM: City Treasurer's Office
DATE: September 21, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

September 26, 2023 TOTAL WARRANTS ISSUED: \$3,978,853.68

Wire Transfer: 12541-12551
Prepay: 173384-173390
Check Numbers: 173391-173551
Checks Voided:

Total Pages of Register: 19

September 22, 2023 TOTAL PAYROLL ISSUED: \$2,504,346.92

for 

Guy Mato, City Treasurer

vchlist
09/21/2023 5:16:56PM

Voucher List
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12541	9/7/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	090723		HEALTH INSURANCE CLAIMS	61,294.61
					Total :	61,294.61
12542	9/7/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365998549898		HEALTH INSURANCE CLAIMS	12,047.61
					Total :	12,047.61
12543	9/8/2023	419630 U.S. BANK	2370269		2020 TAXABLE POB	1,445,598.09
					Total :	1,445,598.09
12544	9/1/2023	112326 LWP CLAIMS SOLUTIONS INC.	90123		WORKERS' COMP CLAIMS	100,000.00
					Total :	100,000.00
12545	9/13/2023	111016 KAISER FOUNDATION HEALTH PLAN	SEPTEMBER 2023		HEALTH INSURANCE	326,127.91
					Total :	326,127.91
12546	9/14/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365996454815		HEALTH INSURANCE CLAIMS	32,774.51
					Total :	32,774.51
12547	9/14/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4795		HEALTH INSURANCE CLAIMS	207.65
					Total :	207.65
12548	9/14/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	091423		HEALTH INSURANCE CLAIMS	13,547.10
					Total :	13,547.10
12549	9/14/2023	112326 LWP CLAIMS SOLUTIONS INC.	091423		WORKERS' COMP CLAIMS	17,681.28
					Total :	17,681.28
12550	9/18/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4796		HEALTH INSURANCE CLAIMS	160.78
					Total :	160.78
12551	9/18/2023	111374 LINCOLN NATIONAL LIFE, INSURANCE COMP/	4590641209	023-01489	LIFE INSURANCE GRP PLANS	3,468.92
					Total :	3,468.92
173384	9/12/2023	112479 MOODY, TOBIAS L	090523		ENTERTAINMENT SERVICES - FOOD, V	500.00
					Total :	500.00
173385	9/12/2023	112645 YOSHINAGA, PAUL	090523		ENTERTAINMENT SERVICES - FOOD, V	800.00

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173385	9/12/2023	112645 112645 YOSHINAGA, PAUL	(Continued)		Total :	800.00
173386	9/12/2023	106846 MONDRAGON, WILLIAM	090523	034-00618	ENTERTAINMENT SERVICES - FOOD, V	5,000.00
					Total :	5,000.00
173387	9/12/2023	107365 LAW OFFICES OF BARRY ZELNER	T07-2021		FINAL SETTLEMENT	5,000.00
					Total :	5,000.00
173388	9/18/2023	112260 LIEBERT CASSIDY WHITMORE	091123		LEGAL SERVICES	32,030.32
					Total :	32,030.32
173389	9/18/2023	101412 DEPARTMENT OF MOTOR VEHICLES	091423		CLEAN AIR VEHICLE DECAL FEE -2023	22.00
					Total :	22.00
173390	9/19/2023	907309 JUNIPERO SERRA HIGH SCHOOL	LOVE 23/24		COMMUNITY PROMOTION	500.00
					Total :	500.00
173391	9/26/2023	104606 2 BROTHERS TIRES & WHEELS	27642		PD VEHICLE TIRE SERVICES	20.00
					Total :	20.00
173392	9/26/2023	107751 A-A BACKFLOW TESTING &, MAINTENANCE	83580		CERTIFIED TESTING OF (4) BACKFLOW	260.00
					Total :	260.00
173393	9/26/2023	106086 ABC COMPANIES	3518080		GTRANS AUTO PARTS	5.29
			3520682		GTRANS AUTO PARTS	263.48
			3521404		GTRANS AUTO PARTS	4.41
			3527206		GTRANS AUTO PARTS	538.49
					Total :	811.67
173394	9/26/2023	110028 ANSER ADVISORY MANAGEMENT LLC	18987	037-10228	PROJECT MANAGEMENT SUPPORT - E	7,265.00
					Total :	7,265.00
173395	9/26/2023	101628 AQUA-FLO SUPPLY	SI2177669		PARK MAINT SUPPLIES	1,067.67
			SI2177671		PARK MAINT SUPPLIES	200.09
					Total :	1,267.76
173396	9/26/2023	108625 ARAD OIL INC.	AUGUST 2023		CAR WASH	516.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173396	9/26/2023	108625 108625 ARAD OIL INC.	(Continued)		Total :	516.00
173397	9/26/2023	104687 AT&T	20463222		TELEPHONE	1,024.91
			20527610		TELEPHONE	413.55
			20527611		TELEPHONE	460.55
			20527921		TELEPHONE	18,734.41
			20530729		TELEPHONE	562.95
					Total :	21,196.37
173398	9/26/2023	616090 AT&T	3103232408 09/01/23		TELEPHONE	3,750.62
					Total :	3,750.62
173399	9/26/2023	100964 AT&T MOBILITY	828667974X09162023		CM CELL PHONE ACCT #828667974	86.46
					Total :	86.46
173400	9/26/2023	112223 AUDACY OPERATIONS	2466125-1	034-00619	ADVERTISING - JAZZ FESTIVAL 2023	5,000.00
					Total :	5,000.00
173401	9/26/2023	102880 AUTOPLEX, INC.	15360		2022 FORD EXPLR #1630466 BATTERY	318.11
					Total :	318.11
173402	9/26/2023	110686 AZTECH ELEVATOR COMPANY	AZ17991	037-10244	ELEVATOR MAINTENANCE - GTRANS M	83.33
			AZ18002	037-10244	ELEVATOR MAINTENANCE - GTRANS A	285.00
					Total :	368.33
173403	9/26/2023	110190 BASNET FAMILY CHILD CARE	AUGUST 2023		CHILD CARE PROVIDER	9,985.00
					Total :	9,985.00
173404	9/26/2023	102135 BEHREND, KENT	203	023-01474	IT NETWORK SUPPORT - SEPTEMBER	3,400.00
					Total :	3,400.00
173405	9/26/2023	107747 BENGAR PRODUCTIONS	7251		CITY LOGO - REC STAFF POLOS	600.00
			7252		JAZZ FESTIVAL SUPPLIES	145.00
					Total :	745.00
173406	9/26/2023	111902 BPR CONSULTING GROUP LLC	890	032-00144	CONSULTING SERVICES - JULY 2023	57,915.93
					Total :	57,915.93

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173407	9/26/2023	104452 BRW SAFETY AND SUPPLY	17755		PW UNIFORM SUPPLIES	579.24
			17756		PW UNIFORM SUPPLIES	1,698.86
			17757		PW UNIFORM SUPPLIES	247.79
					Total :	2,525.89
173408	9/26/2023	100443 CALIFORNIA ASSOCIATION OF, CODE ENFOR	200026617		CACEO WEBINAR TRAINING	60.00
			200026648		CACEO WEBINAR TRAINING	108.00
			200026650		CACEO WEBINAR TRAINING	162.00
					Total :	330.00
173409	9/26/2023	112415 CALIFORNIA DEPARTMENT OF, HUMAN RESO	SEPTEMBER 2023		CCPU AUTO DEDUCTIONS	285.00
					Total :	285.00
173410	9/26/2023	110313 CALTIP	94-2023-AUGUST CALTIP-00005	037-10245	INSURANCE CLAIMS DEDUCTIBLE - AL INSURANCE CLAIMS MISCELLANEOUS	3,624.70 200.00
					Total :	3,824.70
173411	9/26/2023	110538 CANNON COMPANY	85132	024-00807	VERMONT AVE IMPROVEMENTS, JN 95	2,638.00
			85692	024-00807	VERMONT AVE IMPROVEMENTS, JN 95	59.40
					Total :	2,697.40
173412	9/26/2023	823003 CARL WARREN & COMPANY	AUGUST 2023		CLAIMS MANAGEMENT	4,270.00
					Total :	4,270.00
173413	9/26/2023	111731 CARPENTER, CHAD	GTR090523		PROFESSIONAL SERVICES	600.00
					Total :	600.00
173414	9/26/2023	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	44053		LEGAL SERVICES	541.74
			44054		LEGAL SERVICES	321.55
			44057		LEGAL SERVICES	8,956.18
			44058		LEGAL SERVICES	209.33
			44060		LEGAL SERVICES	1,268.00
			44081		LEGAL SERVICES	3,660.96
			44108		LEGAL SERVICES	3,753.63
					Total :	18,711.39
173415	9/26/2023	103489 CF UNITED LLC	080123-083123		CAR WASH - AUGUST 2023	123.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173415	9/26/2023	103489 103489 CF UNITED LLC	(Continued)		Total :	123.00
173416	9/26/2023	110605 CHANDLER ASSET MANAGEMENT	2308GARDENA	013-00031	INVESTMENT MGMT SERVICES - AUGL	2,492.80
					Total :	2,492.80
173417	9/26/2023	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/	AUGUST 2023		CHILD CARE PROVIDER	4,709.00
					Total :	4,709.00
173418	9/26/2023	308112 CITY OF HAWTHORNE	23-0822 GPD		REGIONAL COMMAND POST - TETHEF	1,357.35
					Total :	1,357.35
173419	9/26/2023	104338 CODE PUBLISHING, INC.	GC0011749		MUNICIPAL CODE - WEB UPDATE	188.00
					Total :	188.00
173420	9/26/2023	102895 CONSOLIDATED DESIGN WEST	0436752		JAZZ FESTIVAL STAGE BANNERS	1,144.40
					Total :	1,144.40
173421	9/26/2023	103274 CONTRERAS, LUIS	08/21-08/23		SUPERVISORY LEADERSHIP INSTITUT	150.00
					Total :	150.00
173422	9/26/2023	104090 COPWARE, INC.	86519		CA PEACE OFFICERS LEGAL SOURCEI	1,630.00
					Total :	1,630.00
173423	9/26/2023	102388 COPYLAND, INC.	83632	037-10278	GTRANS - DAILY VEH CILE INSPECTION	1,746.17
					Total :	1,746.17
173424	9/26/2023	109913 COSTAR REALTY INFORMATION INC.	120440513	032-00141	COSTAR SUITE - SEPTEMBER 2023	860.00
					Total :	860.00
173425	9/26/2023	102791 CPAC, INC.	1297845	023-01472	(145) REPLACEMENT PCS	125,304.64
			1297902	023-01471	(280) REPLACEMENT MONITORS	102,357.50
					Total :	227,662.14
173426	9/26/2023	102791 CPAC, INC.	1297846	023-01470	VEEAM BACKUP MICROSOFT LICENSE	5,075.00
					Total :	5,075.00
173427	9/26/2023	103512 CRENSHAW LUMBER CO.	92057		SIGNS/SIGNALS SUPPLIES	1.72
					Total :	1.72

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173428	9/26/2023	103353 CRM COMPANY, LLC.	LA23381		SCRAP TIRE DISPOSAL FEE	139.00
					Total :	139.00
173429	9/26/2023	100181 DELL TECHNOLOGIES, INC	10695204241		IT COMPUTER SUPPLIES	1,635.08
					Total :	1,635.08
173430	9/26/2023	103241 DP STAR AUTOMOTIVE, INC.	68806		SMOG INSPECTIONS - FORD F350 #146	50.00
			68809		SMOG INSPECTIONS - 2012 FORD F350	50.00
			68811		SMOG INSPECTIONS - FORD F250 #146	50.00
			68823		SMOG INSPECTIONS - 2012 FORD F350	50.00
					Total :	200.00
173431	9/26/2023	111973 DUDEK	202306897	032-00101	PROFESSIONAL SERVICES - INSITE - 1	8,930.00
					Total :	8,930.00
173432	9/26/2023	110534 EL DORADO NATIONAL	90813096		GTRANS BUS VEHICLE SUPPLIES	285.99
					Total :	285.99
173433	9/26/2023	110930 ENGINEERING ASSOCIATES LLC	PERMIT #16141		PERMIT DEPOSIT REFUND - S. NORMA	8,000.00
					Total :	8,000.00
173434	9/26/2023	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI AUGUST 2023			CHILD CARE PROVIDER	8,171.00
					Total :	8,171.00
173435	9/26/2023	105392 ENTENMANN-ROVIN COMPANY	0176262		PD UNIFORM SUPPLIES	1,053.35
					Total :	1,053.35
173436	9/26/2023	106459 ENTERPRISE FM TRUST	FBN4830143	023-01487	ENTERPRISE LEASE - SEPTEMBER 2023	1,109.49
			FBN4835312	023-01487	ENTERPRISE LEASE - SEPTEMBER 2023	10,562.98
					Total :	11,672.47
173437	9/26/2023	107510 ESCALANTE, WENDY E.	AUGUST 2023		CHILD CARE PROVIDER	11,964.00
					Total :	11,964.00
173438	9/26/2023	105650 EWING IRRIGATION PRODUCTS	20537082		PARK MAINT SUPPLIES	387.81
					Total :	387.81
173439	9/26/2023	106129 FEDEX	8-249-93428		SHIPPING SERVICES	101.37

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173439	9/26/2023	106129 106129 FEDEX	(Continued)		Total :	101.37
173440	9/26/2023	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2503572308		DRUG TEST/ADMIN FEE	495.85
					Total :	495.85
173441	9/26/2023	112650 FOSTER & FOSTER, INC.	22-947	023-01439	ACTUARIAL SERVICES - OPEB GASB 7	5,452.00
					Total :	5,452.00
173442	9/26/2023	106465 FOX FIRST AID & SAFETY INC	70967		PARK MAINT SUPPLIES	239.24
			70998		PARK MAINT SUPPLIES	231.53
					Total :	470.77
173443	9/26/2023	107724 GARCIA, CLAUDIA CRISTINA	AUGUST 2023		CHILD CARE PROVIDER	9,432.00
					Total :	9,432.00
173444	9/26/2023	207133 GARCIA, NANCY C.	AUGUST 2023		CHILD CARE PROVIDER	8,642.00
					Total :	8,642.00
173445	9/26/2023	107008 GARDENA A/C & RADIATOR	52355		STREET SWEEPER #33, 2015 CNG - EL	60.00
					Total :	60.00
173446	9/26/2023	107030 GARDENA AUTO PARTS	168701		PW AUTO PARTS	-4.69
			171388		PW AUTO PARTS	22.48
			171678		PW AUTO PARTS	54.33
			171887		PW AUTO PARTS	63.92
			172097		PW AUTO PARTS	63.21
			172337		PD AUTO PARTS	25.27
					Total :	224.52
173447	9/26/2023	107011 GARDENA VALLEY NEWS, INC.	00133431	037-10242	PRINTED ADVERTISEMENT FOR SUMM	3,343.52
			00134242		NOTICE INVITING BIDS, JN522	735.00
			00134322		SUMMARY OF ORDINANCE NO. 1858	105.00
			00134323		SUMMARY OF ORDINANCE NO. 1854	91.00
					Total :	4,274.52
173448	9/26/2023	109611 GARNER, ELENA	09/12-09/15		CA CLETS USERS GROUP TRAINING &	200.00
					Total :	200.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173449	9/26/2023	619005 GAS COMPANY, THE	090823 83023		CNG FUEL GAS	1,686.45 726.95 Total : 2,413.40
173450	9/26/2023	106763 GENERAL INDUSTRIAL TOOL &, SUPPLY	1198993-02		KEEP GARDENA BEAUTIFUL SUPPLIES	52.39 Total : 52.39
173451	9/26/2023	106470 GILLIG LLC	41076416 41078162 41078163 41078164 41079672 41080279	037-10270 037-10270 037-10270 037-10270 037-10270 037-10270	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	462.06 461.73 117.85 10,003.65 1,846.29 9.96 Total : 12,901.54
173452	9/26/2023	108255 GLOBAL BILLIARD MFG., CO., INC	11461		GTRANS DEPARTMENT SUPPLIES	894.95 Total : 894.95
173453	9/26/2023	619004 GOLDEN STATE WATER CO.	090623		WATER	12,211.06 Total : 12,211.06
173454	9/26/2023	107513 GRAINGER	9812434505 9822656899 9823446944 9826391881		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	11.60 59.89 49.08 193.55 Total : 314.12
173455	9/26/2023	112374 GRIFFIN STRUCTURES, INC.	GSI-GCASC-08	024-00910	AQUATIC & SENIOR CENTER PROJECT	7,322.50 Total : 7,322.50
173456	9/26/2023	112611 GUNNER CONCRETE	O-0010905		STREET MAINT SUPPLIES	797.11 Total : 797.11
173457	9/26/2023	108607 HENDERSON-BATISTE, TANEKA	AUGUST 2023		CHILD CARE PROVIDER	7,062.00 Total : 7,062.00
173458	9/26/2023	112076 HERNANDEZ, ROSA	020 08/31/23		INTERN SERVICES - 08/31-09/13/23	1,354.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173458	9/26/2023	112076 112076 HERNANDEZ, ROSA	(Continued)		Total :	1,354.50
173459	9/26/2023	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	SIN031033	023-01475	CONTRACT SERVICES - SALES TAX	2,339.88
			SIN031129		AUDIT SERVICES - TRANSACTION TAX	2,754.16
					Total :	5,094.04
173460	9/26/2023	108434 HOME DEPOT CREDIT SERVICES	0313879		BLDG MAINT SUPPLIES	85.15
			0364361		BLDG MAINT SUPPLIES	68.77
			0571863		PD PROGRAM SUPPLIES	262.79
			4352577		BLDG MAINT SUPPLIES	520.07
			4903611		PD PROGRAM SUPPLIES	277.39
			6021946		BLDG MAINT SUPPLIES	165.82
			6033150		KEEP GARDENA BEAUTIFUL DAY SUPP	77.48
			6232934		BLDG MAINT SUPPLIES	-125.43
			6543370		BLDG MAINT SUPPLIES	96.95
			6901016		REC PROGRAM SUPPLIES	-109.89
			8364386		PARK MAINT SUPPLIES	142.83
			8364559		BLDG MAINT SUPPLIES	154.55
					Total :	1,616.48
173461	9/26/2023	110222 INTERAMERICAN MOTOR, LLC	110-644597		GTRANS AUTO PARTS	21.90
					Total :	21.90
173462	9/26/2023	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO. 140076560			GTRANS AUTO PARTS	1,517.38
					Total :	1,517.38
173463	9/26/2023	112622 J&J DUCT CLEANING SERVICES	JJ 0532	024-00976	NCC HVAC DUCT CLEANING SERVICES	7,750.00
			JJ 0533	024-00976	CH HVAC DUCT CLEANING SERVICES	7,450.00
			JJ 0534	024-00976	CH HVAC DUCT CLEANING SERVICES	8,250.00
					Total :	23,450.00
173464	9/26/2023	105226 JEKAL FAMILY CHILD CARE	AUGUST 2023		CHILD CARE PROVIDER	11,429.00
					Total :	11,429.00
173465	9/26/2023	111064 JORDAN, SARA	64351969519		REFUND - CREDIT CARD TRANSACTION	136.75
					Total :	136.75
173466	9/26/2023	110456 KHAIRZADA FAMILY CHILD CARE	AUGUST 2023		CHILD CARE PROVIDER	6,519.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173466	9/26/2023	110456 110456 KHAIRZADA FAMILY CHILD CARE	(Continued)		Total :	6,519.00
173467	9/26/2023	108475 L.A. CASCADE INC.	52495		TEMPURE LAB FREEZER - SERVICE C/	858.36
					Total :	858.36
173468	9/26/2023	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	IN2400000118		LABOR & EQUIP CHARGES - TS 0689	913.31
					Total :	913.31
173469	9/26/2023	109939 LA UNIFORMS & TAILORING	17456		PD UNIFORM SUPPLIES	132.24
			17567		PD UNIFORM SUPPLIES	128.14
			17990		PD UNIFORM SUPPLIES	441.72
					Total :	702.10
173470	9/26/2023	112015 LACERDA, DALVANICE	AUGUST 2023		CHILD CARE PROVIDER	9,088.00
					Total :	9,088.00
173471	9/26/2023	105135 LAEDC	FA3D87B1-0005		EDDY AWARDS 2023 REGISTRATIONS	1,950.00
					Total :	1,950.00
173472	9/26/2023	102233 LITTLE PEOPLE DAY CARE	AUGUST 2023		CHILD CARE PROVIDER	5,616.00
					Total :	5,616.00
173473	9/26/2023	112644 LIVINGSTON, GLEN	PERMIT #16909		PERMIT DEPOSIT REFUND - 13217 ARC	2,500.00
					Total :	2,500.00
173474	9/26/2023	105082 MAJESTIC LIGHTING, INC.	ML85981		SIGNS/SIGNALS SUPPLIES	465.81
			ML86022		SIGNS/SIGNALS SUPPLIES	330.75
			ML86149		BLDG MAINT SUPPLIES	15.21
					Total :	811.77
173475	9/26/2023	109203 MAKAI SOLUTIONS	SD1354	037-10240	BUS LIFT REPAIR	6,395.76
					Total :	6,395.76
173476	9/26/2023	104841 MAR-CO EQUIPMENT COMPANY	195706		STREET SWEEPER SUPPLIES	1,522.80
			195785		STREET SWEEPER REPAIRS	1,729.65
					Total :	3,252.45
173477	9/26/2023	110306 MARIPOSA LANDSCAPES, INC	104133	024-00984	MEDIAN LANDSCAPE MAINTENANCE	8,864.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173477	9/26/2023	110306 110306 MARIPOSA LANDSCAPES, INC	(Continued)		Total :	8,864.00
173478	9/26/2023	107644 MARTINEZ, CHERYL NAOMI	AUGUST 2023		CHILD CARE PROVIDER	9,958.00
					Total :	9,958.00
173479	9/26/2023	104773 MARTINEZ, KAMBY	AUGUST 2023		CHILD CARE PROVIDER	4,825.00
					Total :	4,825.00
173480	9/26/2023	112643 MASTEL, ERNEST	PERMIT #17867		PERMIT DEPOSIT REFUND - 1855 W 13	10,000.00
					Total :	10,000.00
173481	9/26/2023	113064 MCMASTER-CARR SUPPLY COMPANY	13803470		PW SHOP SUPPLIES	1,587.66
					Total :	1,587.66
173482	9/26/2023	112524 MDG ASSOCIATES, INC.	17661	032-00138	COMMERCIAL FACADE IMPROVEMENT	1,404.00
					Total :	1,404.00
173483	9/26/2023	113299 MERRIMAC ENERGY GROUP	2226831	037-10260	87 OCTANE REGULAR UNLEADED FUE	38,207.10
					Total :	38,207.10
173484	9/26/2023	113299 MERRIMAC ENERGY GROUP	2226599	024-00964	87 OCTANE REGULAR UNLEADED FUE	27,040.67
					Total :	27,040.67
173485	9/26/2023	112654 METLIFE	091523		METLAW PREMIUM OVERPAYMENT - JI	546.00
					Total :	546.00
173486	9/26/2023	110206 MICHELIN NORTH AMERICA, INC.	DA0056130738	037-10264	GTRANS' BUS TIRE LEASE SERVICES -	4,597.54
					Total :	4,597.54
173487	9/26/2023	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	687235		PROPANE GAS	213.96
					Total :	213.96
173488	9/26/2023	105622 N/S CORPORATION	0118579	037-10279	GTRANS BUS WASH EQUIPMENT PART	5,911.28
					Total :	5,911.28
173489	9/26/2023	115168 OFFICE DEPOT	328955861		REC OFFICE SUPPLIES	74.11
					Total :	74.11
173490	9/26/2023	111676 ONYX PAVING COMPANY INC.	23-057-2	024-00974	LOCAL STREETS IMPROVEMENT PROJ	313,686.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173490	9/26/2023	111676 111676 ONYX PAVING COMPANY INC.	(Continued)		Total :	313,686.20
173491	9/26/2023	111358 O'REILLY AUTO PARTS	364340		PW AUTO PARTS	153.61
					Total :	153.61
173492	9/26/2023	115810 ORKIN PEST CONTROL	246476651		PEST CONTROL - ACCT #27336703	283.99
			246476654		PEST CONTROL - ACCT #27336703	283.99
			249141803		PEST CONTROL - ACCT #27336703	283.99
			249142619		PEST CONTROL - ACCT #27336703	228.99
					Total :	1,080.96
173493	9/26/2023	102677 PROVIDENCE HEALTH & SERVICES	600000283 09/05/23		PRE-EMPLOYMENT PHYSICALS	240.00
					Total :	240.00
173494	9/26/2023	106092 PRUDENTIAL OVERALL SUPPLY	42858209	024-00991	UNIFORM & SUPPLY RENTAL	124.64
			42858209 BAL	034-00616	SUPPLY RENTAL - MATS - PW	15.00
			42860159	024-00991	UNIFORM & SUPPLY RENTAL	124.64
			42860159 BAL	034-00616	SUPPLY RENTAL - MATS - PW	15.00
			42862101	024-00991	UNIFORM & SUPPLY RENTAL	124.64
			42862101 BAL	034-00616	SUPPLY RENTAL - MATS - PW	15.00
			42863574	037-10280	UNIFORM & SUPPLY RENTAL	334.06
			42864874	024-00991	UNIFORM & SUPPLY RENTAL	126.80
			42864874 BAL	034-00616	SUPPLY RENTAL - MATS - PW	15.00
			42866210	037-10280	UNIFORM & SUPPLY RENTAL	340.86
			42866579	024-00991	UNIFORM & SUPPLY RENTAL	126.80
			42866579 BAL	034-00616	SUPPLY RENTAL - MATS - PW	15.00
			42866580	034-00616	UNIFORM & SUPPLY RENTAL	41.46
			42866581	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42868072	037-10280	UNIFORM & SUPPLY RENTAL	340.86
			42868449	024-00991	UNIFORM & SUPPLY RENTAL	126.80
			42868449 BAL	034-00616	SUPPLY RENTAL - MATS - PW	15.00
			42868450	034-00616	UNIFORM & SUPPLY RENTAL	41.46
			42868451	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42868452	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42868453	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42868454	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42868455	034-00616	SUPPLY RENTAL - MATS - HS	11.60

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173494	9/26/2023	106092 106092 PRUDENTIAL OVERALL SUPPLY	(Continued)		Total :	2,179.07
173495	9/26/2023	107419 PULSAR	29283	037-10229	DESIGN AND BRANDING OF NEW ON-E	8,619.00
					Total :	8,619.00
173496	9/26/2023	116721 PYRO SPECTACULARS	58522	034-00571	4TH OF JULY FIREWORKS DISPLAY @	19,250.00
					Total :	19,250.00
173497	9/26/2023	103072 REACH	0923106		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
173498	9/26/2023	108886 REDMON GROUP INC.	RG2021897	037-10206	GTRANS WEBSITE SUPPORT	3,442.30
					Total :	3,442.30
173499	9/26/2023	100836 RESOURCE BUILDING MATERIALS	3662621		PARK MAINT SUPPLIES	117.75
					Total :	117.75
173500	9/26/2023	108739 REVENUE & COST SPECIALISTS, LLC	9163	023-01431	USER FEE STUDY & CAP	7,437.50
					Total :	7,437.50
173501	9/26/2023	118476 RICOH USA, INC.	9032087695	023-01479	RICOH MPC3503 COPIER LEASE - FCC	652.12
			9032087698	023-01479	RICOH MPC3503 COPIER LEASE - GTR	182.17
			9032088125	023-01479	RICOH PRO8100SE COPER LEASE - PF	380.97
			9032088273	023-01479	RICOH DD6650P COPIER LEASE - PRIN	869.13
			9032133016		RICOH COPIER USAGE CHARGES - VA	1,140.60
			9032139950	023-01479	RICOH PRO8100SE COPIER LEASE - PI	459.79
			9032139951	023-01479	RICOH MPC3503 COPIER LEASE - CD	236.10
			9032139953	023-01479	RICOH MPC6502SP COPIER LEASE - PI	738.33
			9032139963	023-01479	RICOH MPC3503 COPIER LEASE - CM	246.46
			9032139966	023-01479	RICOH MPC3503 COPIER LEASE - CLEI	175.70
					Total :	5,081.37
173502	9/26/2023	111867 RJM DESIGN GROUP	35913	024-00795	DESIGN & ENGINEERING - AQUATIC &	19,402.78
					Total :	19,402.78
173503	9/26/2023	119126 S.B.R.P.C.A.	04380	023-01469	Q4 FY 2023 - PD VEHICLE BUILD OUT	24,753.36
					Total :	24,753.36

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173504	9/26/2023	103185 SAFETY SERVICES COMPANY	886240		SAFETY MEETINGS : CONSTRUCTION	418.95
					Total :	418.95
173505	9/26/2023	112327 SAMI'S REFEREES LLC	08/16-08/31/23		SPORT REFEREE SERVICES	1,220.00
					Total :	1,220.00
173506	9/26/2023	119016 SAM'S CLUB	2011 9/5/23		PD PROGRAM SUPPLIES	62.89
			2461		KEEP GARDENA BEAUTIFUL DAY SUPP	146.40
			4083		KEEP GARDENA BEAUTIFUL DAY SUPP	76.20
			5559		PW DEPT SUPPLIES	189.31
			6475		PD PROGRAM SUPPLIES	289.25
			6940 8/3/23		PD PROGRAM SUPPLIES	84.79
			8885 8/17/23		PD PROGRAM SUPPLIES	28.46
					Total :	877.30
173507	9/26/2023	108654 SECTRAN SECURITY INC.	23070821		ARMORED TRANSPORTATION SERVICE	236.73
			23090828		ARMORED TRANSPORTATION SERVICE	818.68
			23090829		ARMORED TRANSPORTATION SERVICE	244.50
					Total :	1,299.91
173508	9/26/2023	119233 SHERWIN-WILLIAMS CO.	4233-5		BLDG MAINT SUPPLIES	1,007.52
			4234-3		BLDG MAINT SUPPLIES	34.84
			4251-7		STREET MAINT SUPPLIES	55.01
					Total :	1,097.37
173509	9/26/2023	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8095743	035-01282	2015 FORD INTRCPTR #1462842 BRAKI	728.96
			8095785	035-01282	2018 FORD INTRCPTR #1554895 SERVI	1,311.40
			8095786	035-01282	2016 FORD INTRCPTR #1488054 SERVI	128.76
					Total :	2,169.12
173510	9/26/2023	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	AUGUST 2023		CHILD CARE PROVIDER	8,047.00
					Total :	8,047.00
173511	9/26/2023	109531 SMILLIN, MAGE	AUGUST 2023		CHILD CARE PROVIDER	7,483.00
					Total :	7,483.00
173512	9/26/2023	112648 SMITH, DAPHNE	20230827		PHOTOGRAPHY SERVICES - JAZZ FES	1,700.00

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173512	9/26/2023	112648 112648 SMITH, DAPHNE	(Continued)		Total :	1,700.00
173513	9/26/2023	119447 SOUTH BAY FORD	516910		2017 FORD F450 OIL CHANGE SERVICE	126.19
					Total :	126.19
173514	9/26/2023	112633 SOUTH BAY KUSTOMZ, LLC	13498		2015 FORD EXPLORER P24 SERVICE 8	276.22
			13499		2021 FORD EXPLORER GT2 BRAKE SE	661.26
			13500		2020 FORD EXPLORER P02 BRAKE SEI	1,428.92
					Total :	2,366.40
173515	9/26/2023	619003 SOUTHERN CALIFORNIA EDISON	091523		LIGHT & POWER	75,579.36
					Total :	75,579.36
173516	9/26/2023	108238 SPARKLETTS	14211220 090623		PD PROGRAM SUPPLIES	55.85
			15638236 090823		DRINKING WATER FILTRATION SYSTEM	43.00
					Total :	98.85
173517	9/26/2023	111778 SPCALA	202308	032-00143	ANIMAL SHELTER SERVICES	9,143.75
					Total :	9,143.75
173518	9/26/2023	109067 SPEAKWRITE	65523dee		TRANSCRIPTION SERVICES - AUGUST	76.97
					Total :	76.97
173519	9/26/2023	104126 SPECTRUM	0027122091123		CABLE & BACKUP INTERNET SERVICE	4,138.56
					Total :	4,138.56
173520	9/26/2023	104453 SPICERS PAPER, INC.	3168190	023-01480	PD OFFICE SUPPLIES	2,424.48
					Total :	2,424.48
173521	9/26/2023	119594 STANLEY PEST CONTROL	COG 0723-2		PEST CONTROL SERVICE - 14517 S CR	575.00
			COG 0823		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0823-1		PEST CONTROL SERVICE -2320 W 149	117.00
					Total :	1,346.00
173522	9/26/2023	104106 SWARCO MCCAIN, INC.	INV0275082	024-00986	SIGNS/SIGNALS SUPPLIES	2,326.29
					Total :	2,326.29
173523	9/26/2023	100609 TANK SPECIALISTS OF CALIFORNIA	32945		CERTIFIED DESIGNATED OPERATOR S	198.00

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173523	9/26/2023	100609 100609 TANK SPECIALISTS OF CALIFORNIA	(Continued)		Total :	198.00
173524	9/26/2023	110877 TAYLORING MINDS FAMILY CHILD, CARE	AUGUST 2023		CHILD CARE PROVIDER	3,102.00
					Total :	3,102.00
173525	9/26/2023	110238 TIREHUB, LLC	37028519		TIRES - GY WRL WORKHORSE HT BW	785.76
			37029044		TIRES - GY EAGLE RS A POLICE BW 10	541.28
					Total :	1,327.04
173526	9/26/2023	104806 TOYOTA LIFT OF L.A.	PSI-0367233		SERVICE CALL - TOYOTA #8FGCU25 OI	214.55
					Total :	214.55
173527	9/26/2023	105959 TRANSITTALENT.COM, LLC	1262309		LEGAL NOTICE - IFB 2023-01 FOR BUS	125.00
					Total :	125.00
173528	9/26/2023	110851 TRAPEZE SOFTWARE GROUP, INC.	TSPAU230098	037-10231	GTRANS SCHEDULING & OPERATIONS	1,103.13
					Total :	1,103.13
173529	9/26/2023	105556 TRIANGLE SPORTS, INC.	42115		REC SPORTS SUPPLIES	114.98
					Total :	114.98
173530	9/26/2023	111481 TRIO COMMUNITY MEALS, LLC	INV2230033634	034-00584	SENIOR FEEDING PROGRAM	6,287.94
			INV2230033800	034-00584	SENIOR FEEDING PROGRAM	2,343.31
			INV2230033801	034-00584	SENIOR FEEDING PROGRAM	4,062.04
			INV2230034424	034-00584	SENIOR FEEDING PROGRAM	4,930.80
					Total :	17,624.09
173531	9/26/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	RECREATION 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	13,256.92
			SWEENEY 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	17,057.22
					Total :	30,314.14
173532	9/26/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	LEWIS 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	2,481.45
			MACIEL 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	840.30
			OROZCO 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	3,644.83
			PD TRAINING 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	2,033.50
			PD TRAINING3 8/22/23		CAL CARD STATEMENT 07/25-08/22/23	1,434.64
			PD TRAINING4 8/22/23		CAL CARD STATEMENT 07/25-08/22/23	1,125.61
			SAFFELL 08/22/23		CAL CARD STATEMENT 07/25-08/22/23	20.00

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173532	9/26/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued) SANTIN 08/22/23 SANTOS 07/24/23 SANTOS 08/22/23 V.OSORIO 08/22/23		CAL CARD STATEMENT 07/25-08/22/23 CAL CARD STATEMENT 06/23-07/24/23 CAL CARD STATEMENT 07/25-08/22/23 CAL CARD STATEMENT 07/25-08/22/23 Total :	13,976.79 1,169.92 1,411.85 3,220.76 31,359.65
173533	9/26/2023	109220 U.S. BANK EQUIPMENT FINANCE	509789772		RICOH MPC4503 COPIER LEASE - CD Total :	151.70 151.70
173534	9/26/2023	104692 ULINE	167723428		PD PROGRAM SUPPLIES Total :	1,101.36 1,101.36
173535	9/26/2023	121275 UNDERGROUND SERVICE ALERT, OF SC	23-240600 820230281		STATE REGULATORY COSTS - BILLABL NEW TICKETS Total :	55.67 269.00 324.67
173536	9/26/2023	103227 UNIPLAN ENGINEERING, INC.	800154-02	024-00981	CMI SERVICES - LOCAL STREET IMPROV Total :	30,441.00 30,441.00
173537	9/26/2023	106754 URBAN RESTORATION GROUP US, INC.	00039209		STREET MAINT SUPPLIES Total :	1,091.94 1,091.94
173538	9/26/2023	105549 VALDEZ, MATILDE	AUGUST 2023		CHILD CARE PROVIDER Total :	6,280.00 6,280.00
173539	9/26/2023	122050 VERIZON WIRELESS	9942460641		REC CELL PHONE SERVICE Total :	1,120.41 1,120.41
173540	9/26/2023	103841 VILLAGE AUTO SPA	JUL-AUG 2023		CAR WASH Total :	554.00 554.00
173541	9/26/2023	122435 VISTA PAINT CORPORATION	2023-137371-00 2023-137381-00		GTRANS FACILITY PAINT GTRANS FACILITY PAINT Total :	201.48 26.43 227.91
173542	9/26/2023	108657 VORTEX INDUSTRIES, INC.	07-1695727	024-00993	EMERGENCY REPAIRS - PD GATE	4,238.99

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173542	9/26/2023	108657 108657 VORTEX INDUSTRIES, INC.	(Continued)		Total :	4,238.99
173543	9/26/2023	108353 WALTERS WHOLESALE ELECTRIC CO	S123765719		BLDG MAINT SUPPLIES	1,944.72
			S123769366		BLDG MAINT SUPPLIES	1,681.92
			S123806196		SIGNS/SIGNALS MAINT SUPPLIES	123.56
					Total :	3,750.20
173544	9/26/2023	101195 WASTE RESOURCES GARDENA	091823		WASTE COLLECTION	266,388.61
			91823		WASTE COLLECTION	266,323.78
					Total :	532,712.39
173545	9/26/2023	101903 WATER TECHNIQUES	4566		DRINKING WATER SYSTEM RENTAL	45.00
			5015		DRINKING WATER SYSTEM RENTAL	45.00
			5399		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	135.00
173546	9/26/2023	123350 WEST COAST SAND & GRAVEL, INC.	647242		STREET MAINT SUPPLIES	864.01
					Total :	864.01
173547	9/26/2023	110370 WESTERN COLLISION CENTER, INC	1122	035-01280	2015 CHEVY TAHOE #7HED092 BODY F	785.89
			1124	035-01280	2022 FORD INTRCPTR #1630458 BODY	1,051.58
			1125	035-01280	2019 FORD EXPLR #1576878 BODY REI	855.28
					Total :	2,692.75
173548	9/26/2023	119387 WEX BANK	91675872		FUEL PURCHASES	115.91
					Total :	115.91
173549	9/26/2023	123050 WILLIAMS SCOTSMAN, INC.	9018341454	035-01288	MODULAR BUILDING RENTAL CPX-804	2,766.10
					Total :	2,766.10
173550	9/26/2023	125001 YAMADA COMPANY, INC.	83463		PARK MAINT SUPPLIES	65.61
			83469		KEEP GARDENA BEAUTIFUL MAINT SU	595.84
					Total :	661.45
173551	9/26/2023	107051 ZAVALETA, MARITZA	AUGUST 2023		CHILD CARE PROVIDER	3,588.00
					Total :	3,588.00
179 Vouchers for bank code : usb						Bank total : 3,978,853.68

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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179 Vouchers in this report

Total vouchers : 3,978,853.68

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 19 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 19 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____	<u>09/26/2023</u>
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

CITY OF GARDENA



INVESTMENT REPORT

August 2023

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



City of Gardena Consolidated - Account #10647

MONTHLY ACCOUNT STATEMENT

AUGUST 1, 2023 THROUGH AUGUST 31, 2023

Chandler Team:

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.61
Average Coupon	4.13%
Average Purchase YTM	4.08%
Average Market YTM	5.14%
Average S&P/Moody Rating	AAA/Aa1
Average Final Maturity	0.72 yrs
Average Life	0.65 yrs

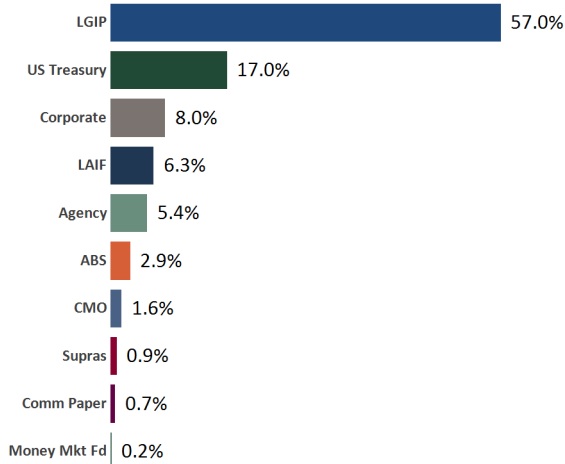
ACCOUNT SUMMARY

	Beg. Values as of 7/31/23	End Values as of 8/31/23
Market Value	84,543,732	84,861,909
Accrued Interest	193,796	213,208
Total Market Value	84,737,528	85,075,117
Income Earned	283,367	291,305
Cont/WD		
Par	79,811,434	80,095,428
Book Value	85,822,664	86,094,556
Cost Value	85,997,822	86,276,304

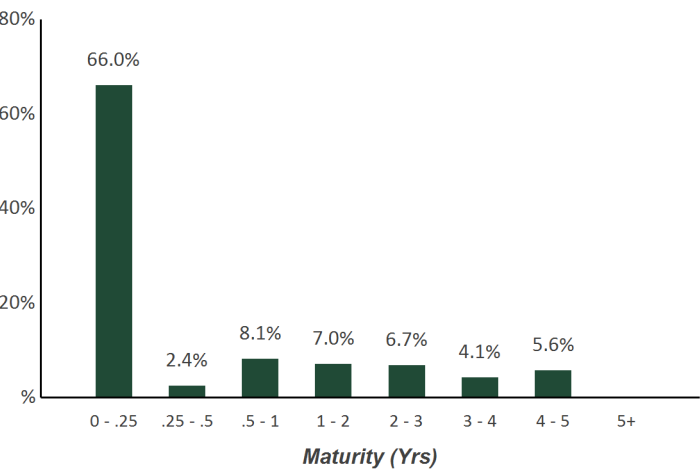
TOP ISSUERS

CAMP	49.3%
Government of United States	17.0%
CalTrust	7.7%
Local Agency Investment Fund	6.3%
Federal Home Loan Mortgage Corp	2.6%
Federal Home Loan Bank	2.3%
Federal Farm Credit Bank	1.3%
Federal National Mortgage Assoc	0.8%
Total	87.4%

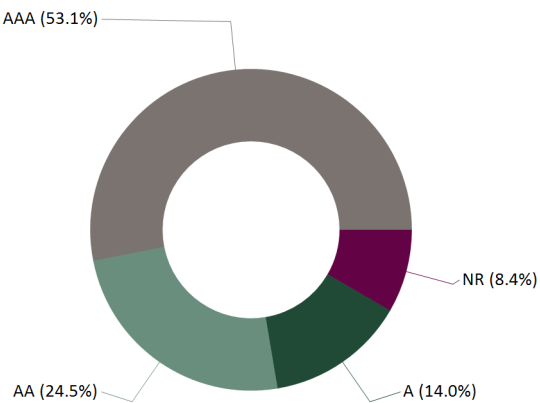
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of August 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	13,190.28	09/22/2020 0.38%	13,188.34 13,190.15	98.99 5.89%	13,057.27 1.76	0.02% (132.88)	NR / AAA AAA	1.13 0.18
58769KAD6	Mercedes-Benz Auto Lease Trust 2021- B A3 0.4% Due 11/15/2024	39,024.91	06/22/2021 0.40%	39,021.97 39,024.48	98.86 5.84%	38,580.03 6.94	0.05% (444.45)	NR / AAA AAA	1.21 0.21
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	14,114.15	09/08/2021 0.34%	14,112.70 14,113.95	99.23 5.88%	14,005.65 0.78	0.02% (108.30)	Aaa / NR AAA	1.32 0.14
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,595.03	10/06/2020 0.36%	8,593.43 8,594.51	99.29 6.19%	8,534.17 1.34	0.01% (60.34)	NR / AAA AAA	1.38 0.12
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	5,243.96	08/04/2020 0.48%	5,242.85 5,243.60	99.71 4.38%	5,228.68 0.75	0.01% (14.92)	Aaa / NR AAA	1.48 0.07
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	54,118.75	01/11/2022 1.11%	54,110.66 54,116.66	98.67 5.94%	53,398.59 9.92	0.06% (718.07)	NR / AAA AAA	1.57 0.27
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	25,550.71	02/17/2021 0.27%	25,550.25 25,550.63	98.13 5.87%	25,072.20 1.92	0.03% (478.43)	Aaa / NR AAA	1.64 0.33
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	28,634.91	03/02/2021 0.37%	28,629.42 28,633.20	97.45 6.14%	27,905.87 4.58	0.03% (727.33)	Aaa / NR AAA	2.04 0.44
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	40,000.00	02/07/2023 5.22%	39,999.05 39,999.29	99.34 5.81%	39,737.44 34.40	0.05% (261.85)	Aaa / AAA NR	2.24 1.10
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	77,850.07	11/16/2021 0.89%	77,833.66 77,842.61	96.23 6.20%	74,917.77 19.03	0.09% (2,924.84)	Aaa / NR AAA	2.39 0.71
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	54,393.19	07/13/2021 0.52%	54,388.34 54,391.15	96.42 5.86%	52,444.17 12.57	0.06% (1,946.98)	Aaa / NR AAA	2.54 0.67
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	59,933.24	11/09/2021 0.71%	59,931.97 59,932.67	96.13 6.10%	57,615.26 18.91	0.07% (2,317.41)	NR / AAA AAA	2.62 0.72
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	165,000.00	02/15/2022 1.89%	164,975.18 164,986.88	96.09 5.91%	158,544.71 137.87	0.19% (6,442.17)	Aaa / AAA NR	2.71 0.98
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	105,000.00	08/15/2022 3.76%	104,993.74 104,995.82	97.59 5.59%	102,467.40 141.43	0.12% (2,528.42)	NR / AAA AAA	2.89 1.32

Holdings Report

As of August 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	300,000.00	01/05/2023 5.44%	292,136.72 294,194.48	97.47 5.83%	292,413.00 160.50	0.34% (1,781.48)	Aaa / AAA NR	2.99 0.98
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	115,000.00	04/07/2022 2.95%	114,997.31 114,998.45	96.94 5.86%	111,484.22 149.76	0.13% (3,514.23)	Aaa / AAA NR	3.04 1.06
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	130,000.00	03/10/2022 2.34%	129,971.24 129,983.25	96.82 5.91%	125,860.93 134.04	0.15% (4,122.32)	Aaa / NR AAA	3.05 0.89
379929AD4	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	75,000.00	08/08/2023 5.45%	74,991.01 74,991.18	99.97 5.46%	74,979.53 168.13	0.09% (11.65)	NR / AAA AAA	3.22 1.82
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	135,000.00	07/12/2022 3.77%	134,987.11 134,991.14	97.40 5.72%	131,494.19 224.40	0.15% (3,496.95)	Aaa / NR AAA	3.47 1.34
448979AD6	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	155,000.00	04/04/2023 4.63%	154,984.87 154,987.00	98.74 5.33%	153,048.86 315.51	0.18% (1,938.14)	NR / AAA AAA	3.62 1.78
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	90,000.00	07/06/2022 3.67%	89,999.38 89,999.60	97.52 5.53%	87,769.62 136.50	0.10% (2,229.98)	Aaa / NR AAA	3.63 1.34
43815JAC7	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	70,000.00	02/16/2023 5.10%	69,986.99 69,989.12	99.41 5.42%	69,589.17 98.00	0.08% (399.95)	Aaa / NR AAA	3.64 1.80
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	185,000.00	05/17/2022 3.42%	184,959.08 184,976.58	96.75 5.46%	178,982.14 278.73	0.21% (5,994.44)	NR / AAA AAA	3.71 1.60
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	220,000.00	10/12/2022 5.15%	219,982.93 219,986.98	99.17 5.68%	218,170.92 497.69	0.26% (1,816.06)	Aaa / NR AAA	3.79 1.56
58770AAC7	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	105,000.00	01/18/2023 4.56%	104,987.40 104,989.58	98.58 5.45%	103,506.80 210.47	0.12% (1,482.78)	NR / AAA AAA	4.21 1.59
362583AD8	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	115,000.00	04/04/2023 4.51%	114,996.84 114,997.21	98.33 5.40%	113,080.77 214.19	0.13% (1,916.44)	Aaa / AAA NR	4.47 1.89
02582JIZ4	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	125,000.00	06/07/2023 4.92%	124,988.91 124,989.73	99.44 5.15%	124,293.75 270.56	0.15% (695.98)	NR / AAA AAA	4.71 2.46
Total ABS		2,510,649.20	3.64%	2,502,541.35 2,504,689.90	5.67%	2,456,183.11 3,250.68	2.89% (48,506.79)	Aaa / AAA AAA	3.26 1.29

Holdings Report

As of August 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EAEW5	FHLMC Note 0.25% Due 9/8/2023	300,000.00	09/11/2020 0.24%	300,093.00 300,000.60	99.90 5.25%	299,708.10 360.42	0.35% (292.50)	Aaa / AA+ AA+	0.02 0.02
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 350,126.97	99.92 5.38%	349,724.55 4,723.78	0.42% (402.42)	Aaa / AA+ AA+	0.03 0.03
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	225,000.00	10/14/2020 0.25%	224,160.75 224,965.51	99.38 5.09%	223,611.98 105.47	0.26% (1,353.53)	Aaa / AA+ AA+	0.13 0.12
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	335,000.00	11/03/2020 0.28%	334,698.50 334,981.84	99.12 5.18%	332,042.96 267.53	0.39% (2,938.88)	Aaa / AA+ AA+	0.18 0.18
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 351,489.38	99.50 5.22%	348,247.55 2,723.44	0.41% (3,241.83)	Aaa / AA+ AAA	0.27 0.27
3130AT3H8	FHLB Note 3.375% Due 3/8/2024	700,000.00	08/25/2022 3.46%	699,160.00 699,716.50	98.88 5.59%	692,178.20 11,353.13	0.83% (7,538.30)	Aaa / AA+ NR	0.52 0.50
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	155,000.00	03/24/2020 0.99%	167,010.95 157,235.50	98.13 5.33%	152,096.08 953.14	0.18% (5,139.42)	Aaa / AA+ NR	0.79 0.76
3133ENKS8	FFCB Note 1.125% Due 1/6/2025	750,000.00	Various 1.60%	740,054.10 745,350.62	94.66 5.28%	709,977.76 1,289.07	0.84% (35,372.86)	Aaa / AA+ AA+	1.35 1.30
3133ENPG9	FFCB Note 1.75% Due 2/14/2025	415,000.00	02/10/2022 1.84%	413,891.95 414,461.66	95.31 5.14%	395,536.92 342.95	0.47% (18,924.74)	Aaa / AA+ AA+	1.46 1.40
3135G06G3	FNMA Note 0.5% Due 11/7/2025	350,000.00	11/18/2020 0.52%	349,639.50 349,841.41	91.11 4.84%	318,876.95 554.17	0.38% (30,964.46)	Aaa / AA+ AA+	2.19 2.12
3130ATS57	FHLB Note 4.5% Due 3/10/2028	700,000.00	03/21/2023 3.99%	715,799.00 714,380.14	100.69 4.33%	704,841.90 14,962.50	0.85% (9,538.24)	Aaa / AA+ AAA	4.53 3.97
Total Agency		4,630,000.00	1.93%	4,683,991.25 4,642,550.13	5.12%	4,526,842.95 37,635.60	5.37% (115,707.18)	Aaa / AA+ AAA	1.36 1.25
CMO									
3137BNGT5	FHLMC K054 A2 2.745% Due 1/25/2026	500,000.00	02/15/2023 4.92%	474,785.16 479,417.93	94.72 5.20%	473,612.50 1,143.75	0.56% (5,805.43)	NR / AAA NR	2.41 2.13
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	500,000.00	08/22/2023 4.95%	470,429.69 470,560.45	94.44 4.89%	472,221.00 1,435.00	0.56% 1,660.55	NR / NR AAA	4.32 3.84

Holdings Report

As of August 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CMO									
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	465,000.00	05/24/2023 4.34%	446,908.59 447,908.35	94.05 4.88%	437,331.57 259.63	0.51% (10,576.78)	NR / NR AAA	4.41 3.90
Total CMO		1,465,000.00	4.75%	1,392,123.44 1,397,886.73	4.99%	1,383,165.07 2,838.38	1.63% (14,721.66)	NR / AAA AAA	3.69 3.27
COMMERCIAL PAPER									
62479LDC6	MUFG Bank Ltd Discount CP 5.66% Due 4/12/2024	600,000.00	07/25/2023 5.93%	575,284.67 578,869.34	96.48 5.93%	578,869.34 0.00	0.68% 0.00	P-1 / A-1 NR	0.62 0.60
Total Commercial Paper		600,000.00	5.93%	575,284.67 578,869.34	5.93%	578,869.34 0.00	0.68% 0.00	Aaa / AA NR	0.62 0.60
CORPORATE									
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	03/05/2020 1.06%	213,320.00 200,935.42	98.96 5.34%	197,912.00 399.31	0.23% (3,023.42)	Aaa / AAA NR	0.44 0.42
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	Various 1.53%	523,124.00 504,414.04	98.71 5.76%	493,561.50 7,673.61	0.59% (10,852.54)	A1 / A AA-	0.53 0.51
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	245,000.00	Various 0.58%	246,097.00 245,186.53	97.36 5.72%	238,533.96 831.98	0.28% (6,652.57)	A2 / A- A	0.55 0.53
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	05/10/2021 0.50%	129,810.20 129,956.01	96.67 5.38%	125,666.58 177.13	0.15% (4,289.43)	A1 / AA AA-	0.70 0.68
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	500,000.00	11/24/2021 1.07%	493,760.00 498,214.16	96.57 5.57%	482,866.00 809.72	0.57% (15,348.16)	A2 / A+ A	0.71 0.69
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	500,000.00	Various 0.66%	497,344.65 499,273.50	96.48 5.57%	482,385.00 650.00	0.57% (16,888.50)	A2 / A A+	0.71 0.69
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	300,000.00	12/06/2021 1.07%	295,710.00 298,647.46	96.06 5.63%	288,170.10 304.17	0.34% (10,477.36)	A1 / A+ A+	0.80 0.77

Holdings Report

As of August 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	06/29/2021 0.64%	34,982.15 34,994.84	95.88 5.53%	33,558.14 27.95	0.04% (1,436.70)	A2 / A+ NR	0.87 0.85
69371RR40	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	08/03/2021 0.52%	79,956.80 79,986.48	95.48 5.51%	76,382.32 24.44	0.09% (3,604.16)	A1 / A+ NR	0.94 0.91
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	500,000.00	Various 0.88%	524,067.75 507,881.05	96.15 5.71%	480,736.51 3,750.00	0.57% (27,144.54)	A1 / A AA-	1.17 1.12
69371RR57	Paccar Financial Corp Note 0.9% Due 11/8/2024	175,000.00	11/02/2021 0.90%	174,989.50 174,995.84	95.01 5.30%	166,264.70 494.38	0.20% (8,731.14)	A1 / A+ NR	1.19 1.15
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	Various 1.01%	531,052.10 505,406.34	98.62 6.04%	493,084.00 8,050.00	0.59% (12,322.34)	A1 / A- AA-	1.50 0.48
24422EWB1	John Deere Capital Corp Note 2.125% Due 3/7/2025	130,000.00	03/02/2022 2.14%	129,944.10 129,971.79	95.45 5.29%	124,078.63 1,335.21	0.15% (5,893.16)	A2 / A A+	1.52 1.45
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	280,000.00	04/19/2022 3.35%	279,960.80 279,978.45	96.40 5.66%	269,925.32 3,283.00	0.32% (10,053.13)	A1 / A AA-	1.65 1.56
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	95,000.00	04/27/2022 3.46%	94,974.35 94,985.28	96.42 5.58%	91,595.30 691.92	0.11% (3,389.98)	A2 / A- A	1.79 1.69
931142EW9	Wal-Mart Stores Note 3.9% Due 9/9/2025	80,000.00	09/06/2022 3.92%	79,944.00 79,962.24	97.80 5.06%	78,242.48 1,490.67	0.09% (1,719.76)	Aa2 / AA AA	2.03 1.88
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	110,000.00	09/12/2022 4.01%	109,960.40 109,972.98	97.91 5.09%	107,705.51 2,028.89	0.13% (2,267.47)	A2 / A A	2.04 1.89
023135CN4	Amazon.com Inc Note 4.6% Due 12/1/2025	395,000.00	11/29/2022 4.60%	394,976.30 394,982.23	99.25 4.95%	392,039.08 4,542.50	0.47% (2,943.15)	A1 / AA AA-	2.25 2.09
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	90,000.00	02/02/2022 1.75%	90,000.00 90,000.00	94.49 5.80%	85,044.78 109.13	0.10% (4,955.22)	A1 / A AA-	2.44 1.38
037833BY5	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	400,000.00	05/09/2023 4.05%	391,672.00 392,595.52	96.15 4.92%	384,608.00 288.89	0.45% (7,987.52)	Aaa / AA+ NR	2.48 2.34
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	175,000.00	07/18/2022 4.68%	175,000.00 175,000.00	97.91 5.86%	171,341.28 1,000.79	0.20% (3,658.72)	A1 / A- A+	2.88 1.76



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	40,000.00	09/08/2021 1.09%	39,924.40 39,953.96	89.62 4.75%	35,847.80 191.33	0.04% (4,106.16)	Aa2 / AA AA	3.05 2.92
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	450,000.00	10/05/2022 4.71%	436,909.50 439,479.17	96.03 5.19%	432,152.55 5,550.00	0.51% (7,326.62)	A2 / A+ A+	3.69 3.33
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	225,000.00	09/27/2022 4.70%	217,588.50 218,971.49	97.61 4.61%	219,620.70 4,246.25	0.26% 649.21	Aa2 / AA AA	4.03 3.60
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	400,000.00	02/13/2023 4.44%	408,972.00 407,982.33	101.01 4.69%	404,020.00 880.00	0.48% (3,962.33)	A2 / A A	4.46 3.89
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	290,000.00	04/19/2023 4.17%	298,833.40 298,163.97	100.31 4.79%	290,899.87 6,754.58	0.35% (7,264.10)	Aa3 / A+ NR	4.53 3.86
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	90,000.00	05/08/2023 4.07%	89,927.10 89,931.37	97.60 4.62%	87,838.29 1,053.00	0.10% (2,093.08)	A1 / A+ NR	4.72 4.18
Total Corporate		6,915,000.00	2.43%	6,982,801.00 6,921,822.45	5.38%	6,734,080.40 56,638.85	7.98% (187,742.05)	A1 / A+ A+	1.92 1.66
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	5,346,263.84	Various 3.49%	5,346,263.84 5,346,263.84	1.00 3.49%	5,346,263.84 30,053.93	6.32% 0.00	NR / NR NR	0.00 0.00
Total LAIF		5,346,263.84	3.49%	5,346,263.84 5,346,263.84	3.49%	5,346,263.84 30,053.93	6.32% 0.00	NR / NR NR	0.00 0.00
LOCAL GOV INVESTMENT POOL									
09CATR\$05	CalTrust Medium Term Fund	676,726.87	Various 3.85%	6,800,405.52 6,800,405.52	9.69 3.85%	6,557,483.37 0.00	7.71% (242,922.15)	NR / A+ NR	0.00 0.00



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LOCAL GOV INVESTMENT POOL									
90CAMP\$00	California Asset Mgmt Program CAMP	41,945,923.57	Various 5.54%	41,945,923.57 41,945,923.57	1.00 5.54%	41,945,923.57 0.00	49.30% 0.00	NR / AAA NR	0.00 0.00
Total Local Gov Investment Pool		42,622,650.44	5.30%	48,746,329.09 48,746,329.09	5.31%	48,503,406.94 0.00	57.01% (242,922.15)	NR / AAA NR	0.00 0.00
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	135,864.25	Various 4.94%	135,864.25 135,864.25	1.00 4.94%	135,864.25 0.00	0.16% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		135,864.25	4.94%	135,864.25 135,864.25	4.94%	135,864.25 0.00	0.16% 0.00	Aaa / AAA AAA	0.00 0.00
SUPRANATIONAL									
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	11/17/2020 0.32%	164,645.25 164,972.79	98.87 5.22%	163,131.71 111.15	0.19% (1,841.08)	Aaa / AAA AAA	0.23 0.23
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	01/26/2021 0.26%	240,736.50 227,746.34	98.37 5.56%	221,321.48 2,531.25	0.26% (6,424.86)	Aaa / AAA AAA	0.55 0.53
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	260,000.00	09/15/2021 0.52%	259,807.60 259,931.89	94.98 5.43%	246,944.88 570.56	0.29% (12,987.01)	Aaa / AAA NR	1.07 1.03
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	160,000.00	07/12/2021 0.54%	164,304.00 161,486.51	95.69 5.37%	153,111.52 825.00	0.18% (8,374.99)	Aaa / AAA NR	1.13 1.09
Total Supranational		810,000.00	0.41%	829,493.35 814,137.53	5.41%	784,509.59 4,037.96	0.93% (29,627.94)	Aaa / AAA AAA	0.76 0.73
US TREASURY									
912828T26	US Treasury Note 1.375% Due 9/30/2023	750,000.00	Various 1.05%	750,579.29 750,196.28	99.68 5.30%	747,579.75 4,339.13	0.88% (2,616.53)	Aaa / AA+ AA+	0.08 0.08
912828V80	US Treasury Note 2.25% Due 1/31/2024	750,000.00	Various 0.83%	776,144.53 754,363.31	98.70 5.43%	740,273.25 1,467.39	0.87% (14,090.06)	Aaa / AA+ AA+	0.42 0.41

Holdings Report

As of August 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828B66	US Treasury Note 2.75% Due 2/15/2024	750,000.00	02/15/2022 1.58%	767,255.86 753,952.99	98.80 5.44%	740,976.75 952.79	0.87% (12,976.24)	Aaa / AA+ AA+	0.46 0.45
912828W71	US Treasury Note 2.125% Due 3/31/2024	750,000.00	Various 0.67%	775,839.84 756,287.15	98.12 5.45%	735,908.25 6,705.95	0.87% (20,378.90)	Aaa / AA+ AA+	0.58 0.56
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	500,000.00	Various 0.37%	500,162.11 500,029.01	96.91 5.49%	484,551.00 712.09	0.57% (15,478.01)	Aaa / AA+ AA+	0.62 0.61
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	750,000.00	Various 1.11%	779,783.21 757,229.00	97.96 5.48%	734,706.75 5,553.67	0.87% (22,522.25)	Aaa / AA+ AA+	0.71 0.68
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	400,000.00	06/17/2021 0.43%	397,890.63 399,444.19	96.06 5.41%	384,250.00 213.11	0.45% (15,194.19)	Aaa / AA+ AA+	0.79 0.77
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 301,057.73	96.73 5.45%	290,203.20 456.52	0.34% (10,854.53)	Aaa / AA+ AA+	0.92 0.89
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	400,000.00	08/25/2021 0.45%	399,109.38 399,713.52	95.34 5.45%	381,343.60 69.29	0.45% (18,369.92)	Aaa / AA+ AA+	0.96 0.93
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	750,000.00	11/18/2021 0.83%	748,125.00 749,242.79	94.79 5.26%	710,947.50 1,666.10	0.84% (38,295.29)	Aaa / AA+ AA+	1.21 1.17
912828Z52	US Treasury Note 1.375% Due 1/31/2025	750,000.00	02/17/2022 1.71%	742,822.27 746,550.96	94.89 5.16%	711,708.75 896.74	0.84% (34,842.21)	Aaa / AA+ AA+	1.42 1.37
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	350,000.00	03/25/2021 0.58%	348,906.26 349,568.63	93.15 5.06%	326,019.40 736.34	0.38% (23,549.23)	Aaa / AA+ AA+	1.58 1.54
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	365,000.00	02/25/2021 0.60%	359,653.32 362,806.31	92.15 4.99%	336,341.66 231.86	0.40% (26,464.65)	Aaa / AA+ AA+	1.75 1.70
91282CEY3	US Treasury Note 3% Due 7/15/2025	550,000.00	06/23/2023 4.71%	531,845.70 533,467.48	96.59 4.93%	531,222.45 2,152.17	0.63% (2,245.03)	Aaa / AA+ AA+	1.87 1.78
9128284Z0	US Treasury Note 2.75% Due 8/31/2025	750,000.00	Various 0.98%	800,092.78 775,948.03	95.99 4.88%	719,941.50 56.66	0.85% (56,006.53)	Aaa / AA+ AA+	2.00 1.91
91282CFP1	US Treasury Note 4.25% Due 10/15/2025	550,000.00	06/23/2023 4.59%	545,982.42 546,302.11	98.88 4.81%	543,833.95 8,877.39	0.65% (2,468.16)	Aaa / AA+ AA+	2.13 1.97
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	750,000.00	Various 0.88%	734,730.47 741,671.45	90.77 4.75%	680,742.00 714.65	0.80% (60,929.45)	Aaa / AA+ AA+	2.25 2.19
9128286L9	US Treasury Note 2.25% Due 3/31/2026	750,000.00	02/25/2022 1.91%	760,078.13 756,363.00	94.29 4.62%	707,139.00 7,100.41	0.84% (49,224.00)	Aaa / AA+ AA+	2.58 2.44

Holdings Report

As of August 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828R36	US Treasury Note 1.625% Due 5/15/2026	250,000.00	10/14/2021 0.99%	257,148.44 254,217.28	92.48 4.61%	231,191.50 1,203.29	0.27% (23,025.78)	Aaa / AA+ AA+	2.71 2.58
912828YG9	US Treasury Note 1.625% Due 9/30/2026	300,000.00	12/28/2021 1.24%	305,296.88 303,432.60	91.84 4.49%	275,519.40 2,051.23	0.33% (27,913.20)	Aaa / AA+ AA+	3.08 2.93
912828U24	US Treasury Note 2% Due 11/15/2026	625,000.00	03/29/2022 2.56%	609,912.11 614,551.79	92.58 4.51%	578,613.13 3,702.45	0.68% (35,938.66)	Aaa / AA+ AA+	3.21 3.03
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	750,000.00	Various 2.90%	736,449.21 739,931.63	93.70 4.42%	702,773.25 7,889.34	0.84% (37,158.38)	Aaa / AA+ AA+	3.58 3.33
912828X88	US Treasury Note 2.375% Due 5/15/2027	350,000.00	06/09/2022 3.09%	338,666.02 341,486.92	93.06 4.42%	325,718.75 2,462.13	0.39% (15,768.17)	Aaa / AA+ AA+	3.71 3.46
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	570,000.00	10/26/2022 4.19%	568,419.14 568,690.67	99.07 4.37%	564,722.94 9,893.24	0.68% (3,967.73)	Aaa / AA+ AA+	4.08 3.65
9128283F5	US Treasury Note 2.25% Due 11/15/2027	800,000.00	12/20/2022 3.84%	743,625.00 751,624.58	91.96 4.36%	735,656.00 5,331.52	0.87% (15,968.58)	Aaa / AA+ AA+	4.21 3.91
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	500,000.00	05/25/2023 3.98%	497,890.63 498,013.68	98.17 4.34%	490,840.00 3,316.92	0.58% (7,173.68)	Aaa / AA+ AA+	4.34 3.92
Total US Treasury		15,060,000.00	1.85%	15,081,611.76 15,006,143.09	4.97%	14,412,723.73 78,752.38	17.03% (593,419.36)	Aaa / AA+ AA+	1.91 1.79
TOTAL PORTFOLIO		80,095,427.73	4.08%	86,276,304.00 86,094,556.35	5.14%	84,861,909.22 213,207.78	100.00% (1,232,647.13)	Aa1 / AAA AA+	0.72 0.61
TOTAL MARKET VALUE PLUS ACCRUED						85,075,117.00			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/01/2023	31846V203	821.87	First American Govt Obligation Fund Class Y	1.000	4.87%	821.87	0.00	821.87	0.00
Purchase	08/06/2023	31846V203	3,660.70	First American Govt Obligation Fund Class Y	1.000	4.87%	3,660.70	0.00	3,660.70	0.00
Purchase	08/09/2023	31846V203	200.00	First American Govt Obligation Fund Class Y	1.000	4.87%	200.00	0.00	200.00	0.00
Purchase	08/14/2023	31846V203	3,631.25	First American Govt Obligation Fund Class Y	1.000	4.87%	3,631.25	0.00	3,631.25	0.00
Purchase	08/15/2023	31846V203	20,962.50	First American Govt Obligation Fund Class Y	1.000	4.87%	20,962.50	0.00	20,962.50	0.00
Purchase	08/15/2023	31846V203	933.17	First American Govt Obligation Fund Class Y	1.000	4.87%	933.17	0.00	933.17	0.00
Purchase	08/15/2023	31846V203	420.75	First American Govt Obligation Fund Class Y	1.000	4.87%	420.75	0.00	420.75	0.00
Purchase	08/15/2023	31846V203	251.33	First American Govt Obligation Fund Class Y	1.000	4.87%	251.33	0.00	251.33	0.00
Purchase	08/15/2023	31846V203	258.50	First American Govt Obligation Fund Class Y	1.000	4.87%	258.50	0.00	258.50	0.00
Purchase	08/15/2023	31846V203	591.58	First American Govt Obligation Fund Class Y	1.000	4.87%	591.58	0.00	591.58	0.00
Purchase	08/15/2023	31846V203	507.29	First American Govt Obligation Fund Class Y	1.000	4.87%	507.29	0.00	507.29	0.00
Purchase	08/15/2023	31846V203	522.63	First American Govt Obligation Fund Class Y	1.000	4.87%	522.63	0.00	522.63	0.00
Purchase	08/15/2023	31846V203	280.79	First American Govt Obligation Fund Class Y	1.000	4.87%	280.79	0.00	280.79	0.00
Purchase	08/15/2023	31846V203	394.62	First American Govt Obligation Fund Class Y	1.000	4.87%	394.62	0.00	394.62	0.00
Purchase	08/15/2023	31846V203	3,118.48	First American Govt Obligation Fund Class Y	1.000	4.87%	3,118.48	0.00	3,118.48	0.00
Purchase	08/15/2023	31846V203	3,522.56	First American Govt Obligation Fund Class Y	1.000	4.87%	3,522.56	0.00	3,522.56	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/15/2023	31846V203	6,767.14	First American Govt Obligation Fund Class Y	1.000	4.87%	6,767.14	0.00	6,767.14	0.00
Purchase	08/15/2023	31846V203	2,637.63	First American Govt Obligation Fund Class Y	1.000	4.87%	2,637.63	0.00	2,637.63	0.00
Purchase	08/15/2023	31846V203	3,613.20	First American Govt Obligation Fund Class Y	1.000	4.87%	3,613.20	0.00	3,613.20	0.00
Purchase	08/16/2023	31846V203	200,000.00	First American Govt Obligation Fund Class Y	1.000	4.87%	200,000.00	0.00	200,000.00	0.00
Purchase	08/16/2023	31846V203	2,200.00	First American Govt Obligation Fund Class Y	1.000	4.87%	2,200.00	0.00	2,200.00	0.00
Purchase	08/16/2023	31846V203	428.38	First American Govt Obligation Fund Class Y	1.000	4.87%	428.38	0.00	428.38	0.00
Purchase	08/16/2023	31846V203	273.00	First American Govt Obligation Fund Class Y	1.000	4.87%	273.00	0.00	273.00	0.00
Purchase	08/16/2023	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	99.988	5.45%	74,991.01	0.00	74,991.01	0.00
Purchase	08/18/2023	31846V203	326.38	First American Govt Obligation Fund Class Y	1.000	4.87%	326.38	0.00	326.38	0.00
Purchase	08/18/2023	31846V203	3,103.58	First American Govt Obligation Fund Class Y	1.000	4.87%	3,103.58	0.00	3,103.58	0.00
Purchase	08/21/2023	31846V203	3,305.97	First American Govt Obligation Fund Class Y	1.000	4.87%	3,305.97	0.00	3,305.97	0.00
Purchase	08/21/2023	31846V203	5,077.40	First American Govt Obligation Fund Class Y	1.000	4.87%	5,077.40	0.00	5,077.40	0.00
Purchase	08/21/2023	31846V203	5,240.98	First American Govt Obligation Fund Class Y	1.000	4.87%	5,240.98	0.00	5,240.98	0.00
Purchase	08/21/2023	31846V203	294.00	First American Govt Obligation Fund Class Y	1.000	4.87%	294.00	0.00	294.00	0.00
Purchase	08/23/2023	31846V203	6,500.00	First American Govt Obligation Fund Class Y	1.000	4.87%	6,500.00	0.00	6,500.00	0.00
Purchase	08/24/2023	31846V203	375.00	First American Govt Obligation Fund Class Y	1.000	4.87%	375.00	0.00	375.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/24/2023	31846V203	300,000.00	First American Govt Obligation Fund Class Y	1.000	4.87%	300,000.00	0.00	300,000.00	0.00
Purchase	08/25/2023	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	94.086	4.95%	470,429.69	1,148.00	471,577.69	0.00
Purchase	08/25/2023	31846V203	1,143.75	First American Govt Obligation Fund Class Y	1.000	4.87%	1,143.75	0.00	1,143.75	0.00
Purchase	08/25/2023	31846V203	802.50	First American Govt Obligation Fund Class Y	1.000	4.87%	802.50	0.00	802.50	0.00
Purchase	08/25/2023	31846V203	1,298.13	First American Govt Obligation Fund Class Y	1.000	4.87%	1,298.13	0.00	1,298.13	0.00
Purchase	08/25/2023	31846V203	172.00	First American Govt Obligation Fund Class Y	1.000	4.87%	172.00	0.00	172.00	0.00
Purchase	08/25/2023	31846V203	7,257.97	First American Govt Obligation Fund Class Y	1.000	4.87%	7,257.97	0.00	7,257.97	0.00
Purchase	08/25/2023	31846V203	3,783.18	First American Govt Obligation Fund Class Y	1.000	4.87%	3,783.18	0.00	3,783.18	0.00
Purchase	08/31/2023	09CATR\$05	2,077.60	CalTrust Medium Term Fund	9.690	3.85%	20,131.90	0.00	20,131.90	0.00
Purchase	08/31/2023	31846V203	10,312.50	First American Govt Obligation Fund Class Y	1.000	4.94%	10,312.50	0.00	10,312.50	0.00
Purchase	08/31/2023	90CAMP\$00	195,693.53	California Asset Mgmt Program CAMP	1.000	5.54%	195,693.53	0.00	195,693.53	0.00
Subtotal			1,377,761.84				1,366,236.84	1,148.00	1,367,384.84	0.00
Short Sale	08/25/2023	31846V203	-471,577.69	First American Govt Obligation Fund Class Y	1.000		-471,577.69	0.00	-471,577.69	0.00
Subtotal			-471,577.69				-471,577.69	0.00	-471,577.69	0.00
TOTAL ACQUISITIONS			906,184.15				894,659.15	1,148.00	895,807.15	0.00
DISPOSITIONS										
Closing Purchase	08/25/2023	31846V203	-471,577.69	First American Govt Obligation Fund Class Y	1.000		-471,577.69	0.00	-471,577.69	0.00
Subtotal			-471,577.69				-471,577.69	0.00	-471,577.69	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	08/16/2023	31846V203	74,991.01	First American Govt Obligation Fund Class Y	1.000	4.87%	74,991.01	0.00	74,991.01	0.00
Sale	08/25/2023	31846V203	471,577.69	First American Govt Obligation Fund Class Y	1.000	4.87%	471,577.69	0.00	471,577.69	0.00
Subtotal			546,568.70				546,568.70	0.00	546,568.70	0.00
Paydown	08/15/2023	02582JIT8	0.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	100.000		0.00	522.63	522.63	0.00
Paydown	08/15/2023	02582JJZ4	0.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	100.000		0.00	507.29	507.29	0.00
Paydown	08/15/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	258.50	258.50	0.00
Paydown	08/15/2023	448979AD6	0.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	100.000		0.00	591.58	591.58	0.00
Paydown	08/15/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	251.33	251.33	0.00
Paydown	08/15/2023	47788UAC6	3,108.96	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		3,108.96	9.52	3,118.48	0.00
Paydown	08/15/2023	47789QAC4	3,497.47	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		3,497.47	25.09	3,522.56	0.00
Paydown	08/15/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	420.75	420.75	0.00
Paydown	08/15/2023	47800BAC2	0.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	100.000		0.00	933.17	933.17	0.00
Paydown	08/15/2023	58769KAD6	6,751.88	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		6,751.88	15.26	6,767.14	0.00
Paydown	08/15/2023	58770AAC7	0.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	100.000		0.00	394.62	394.62	0.00
Paydown	08/15/2023	89236XAC0	2,634.35	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		2,634.35	3.28	2,637.63	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	08/15/2023	89238FAD5	0.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	100.000		0.00	280.79	280.79	0.00
Paydown	08/15/2023	89238JAC9	3,575.62	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		3,575.62	37.58	3,613.20	0.00
Paydown	08/16/2023	362583AD8	0.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	100.000		0.00	428.38	428.38	0.00
Paydown	08/16/2023	36265WAD5	0.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	100.000		0.00	273.00	273.00	0.00
Paydown	08/18/2023	43813KAC6	3,098.56	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		3,098.56	5.02	3,103.58	0.00
Paydown	08/18/2023	43815PAC3	0.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	100.000		0.00	326.38	326.38	0.00
Paydown	08/21/2023	43813GAC5	3,299.48	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		3,299.48	6.49	3,305.97	0.00
Paydown	08/21/2023	43815GAC3	5,016.63	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		5,016.63	60.77	5,077.40	0.00
Paydown	08/21/2023	43815JAC7	0.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	100.000		0.00	294.00	294.00	0.00
Paydown	08/21/2023	92290BAA9	5,236.88	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		5,236.88	4.10	5,240.98	0.00
Paydown	08/25/2023	05593AAC3	0.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	100.000		0.00	172.00	172.00	0.00
Paydown	08/25/2023	05601XAC3	7,201.76	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		7,201.76	56.21	7,257.97	0.00
Paydown	08/25/2023	05602RAD3	0.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100.000		0.00	802.50	802.50	0.00
Paydown	08/25/2023	09690AAC7	3,778.26	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		3,778.26	4.92	3,783.18	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	08/25/2023	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	100.000		0.00	1,143.75	1,143.75	0.00
Paydown	08/25/2023	3137FETN0	0.00	FHLMC K073 A2 3.35% Due 1/25/2028	100.000		0.00	1,298.13	1,298.13	0.00
Subtotal			47,199.85				47,199.85	9,127.04	56,326.89	0.00
Maturity	08/16/2023	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	100.000		200,000.00	0.00	200,000.00	0.00
Maturity	08/24/2023	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	100.000		300,000.00	0.00	300,000.00	0.00
Subtotal			500,000.00				500,000.00	0.00	500,000.00	0.00
TOTAL DISPOSITIONS			622,190.86				622,190.86	9,127.04	631,317.90	0.00
OTHER TRANSACTIONS										
Interest	08/06/2023	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.000		2,875.00	0.00	2,875.00	0.00
Interest	08/06/2023	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.000		785.70	0.00	785.70	0.00
Interest	08/09/2023	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.000		200.00	0.00	200.00	0.00
Interest	08/14/2023	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.000		3,631.25	0.00	3,631.25	0.00
Interest	08/15/2023	438516CJ3	400,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	0.000		9,900.00	0.00	9,900.00	0.00
Interest	08/15/2023	912828B66	750,000.00	US Treasury Note 2.75% Due 2/15/2024	0.000		10,312.50	0.00	10,312.50	0.00
Interest	08/15/2023	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.000		750.00	0.00	750.00	0.00

Transaction Ledger

As of August 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	08/16/2023	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.000		2,200.00	0.00	2,200.00	0.00
Interest	08/23/2023	037833BY5	400,000.00	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	0.000		6,500.00	0.00	6,500.00	0.00
Interest	08/24/2023	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	0.000		375.00	0.00	375.00	0.00
Interest	08/31/2023	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.000		10,312.50	0.00	10,312.50	0.00
Subtotal			3,985,000.00				47,841.95	0.00	47,841.95	0.00
Dividend	08/01/2023	31846V203	77,442.24	First American Govt Obligation Fund Class Y	0.000		821.87	0.00	821.87	0.00
Dividend	08/31/2023	09CATR\$05	674,649.28	CalTrust Medium Term Fund	0.000		20,131.90	0.00	20,131.90	0.00
Dividend	08/31/2023	90CAMP\$00	41,750,230.04	California Asset Mgmt Program CAMP	0.000		195,693.53	0.00	195,693.53	0.00
Subtotal			42,502,321.56				216,647.30	0.00	216,647.30	0.00
TOTAL OTHER TRANSACTIONS			46,487,321.56				264,489.25	0.00	264,489.25	0.00

Income Earned

As of August 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 130,000.00	129,950.65 0.00 0.00 129,956.01	128.38 0.00 177.13 48.75	5.36 0.00 5.36 54.11	54.11
023135CN4	Amazon.com Inc Note 4.6% Due 12/01/2025	11/29/2022 12/01/2022 395,000.00	394,981.55 0.00 0.00 394,982.23	3,028.33 0.00 4,542.50 1,514.17	0.68 0.00 0.68 1,514.85	1,514.85
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 185,000.00	184,975.42 0.00 0.00 184,976.58	278.73 522.63 278.73 522.63	1.16 0.00 1.16 523.79	523.79
02582JJZ4	American Express Credit Trust 2023-1 A 4.87% Due 05/15/2028	06/07/2023 06/14/2023 125,000.00	124,989.41 0.00 0.00 124,989.73	270.56 507.29 270.56 507.29	0.32 0.00 0.32 507.61	507.61
037833BY5	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 02/23/2026	05/09/2023 05/11/2023 400,000.00	392,342.16 0.00 0.00 392,595.52	5,705.56 6,500.00 288.89 1,083.33	253.36 0.00 253.36 1,336.69	1,336.69
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	02/07/2023 02/15/2023 40,000.00	39,999.26 0.00 0.00 39,999.29	34.40 172.00 34.40 172.00	0.03 0.00 0.03 172.03	172.03
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 54,118.75	61,317.78 0.00 7,201.76 54,116.66	11.24 56.21 9.92 54.89	0.64 0.00 0.64 55.53	55.53
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 08/25/2026	01/05/2023 01/09/2023 300,000.00	293,923.03 0.00 0.00 294,194.48	160.50 802.50 160.50 802.50	271.45 0.00 271.45 1,073.95	1,073.95
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 Due 08/16/2023	04/11/2019 04/15/2019 0.00	199,946.00 0.00 200,000.00 0.00	2,016.67 2,200.00 0.00 183.33	54.00 0.00 54.00 237.33	237.33

Income Earned

As of August 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 04/25/2025	04/19/2022 04/26/2022 280,000.00	279,977.34 0.00 0.00 279,978.45	2,501.33 0.00 3,283.00 781.67	1.11 0.00 1.11 782.78	782.78
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 14,114.15	17,892.09 0.00 3,778.26 14,113.95	0.98 4.92 0.78 4.72	0.12 0.00 0.12 4.84	4.84
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	Various Various 500,000.00	499,186.55 0.00 0.00 499,273.50	462.51 0.00 650.00 187.49	86.95 0.00 86.95 274.44	274.44
24422EWB1	John Deere Capital Corp Note 2.125% Due 03/07/2025	03/02/2022 03/07/2022 130,000.00	129,970.21 0.00 0.00 129,971.79	1,105.00 0.00 1,335.21 230.21	1.58 0.00 1.58 231.79	231.79
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	351,960.52 0.00 0.00 351,489.38	1,739.06 0.00 2,723.44 984.38	0.00 471.14 (471.14) 513.24	513.24
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	03/24/2020 03/25/2020 155,000.00	157,476.97 0.00 0.00 157,235.50	581.79 0.00 953.14 371.35	0.00 241.47 (241.47) 129.88	129.88
3130AT3H8	FHLB Note 3.375% Due 03/08/2024	08/25/2022 08/26/2022 700,000.00	699,670.00 0.00 0.00 699,716.50	9,384.38 0.00 11,353.13 1,968.75	46.50 0.00 46.50 2,015.25	2,015.25
3130ATS57	FHLB Note 4.5% Due 03/10/2028	03/21/2023 03/22/2023 700,000.00	714,649.98 0.00 0.00 714,380.14	12,337.50 0.00 14,962.50 2,625.00	0.00 269.84 (269.84) 2,355.16	2,355.16
3133ENKS8	FFCB Note 1.125% Due 01/06/2025	Various Various 750,000.00	745,058.27 0.00 0.00 745,350.62	585.93 0.00 1,289.07 703.14	292.35 0.00 292.35 995.49	995.49

Income Earned

As of August 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3133ENPG9	FFCB Note 1.75% Due 02/14/2025	02/10/2022 02/15/2022 415,000.00	414,430.29 0.00 0.00 414,461.66	3,368.99 3,631.25 342.95 605.21	31.37 0.00 31.37 636.58	636.58
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 350,000.00	349,835.25 0.00 0.00 349,841.41	408.33 0.00 554.17 145.84	6.16 0.00 6.16 152.00	152.00
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	350,484.79 0.00 0.00 350,126.97	3,885.24 0.00 4,723.78 838.54	0.00 357.82 (357.82) 480.72	480.72
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	02/15/2023 02/21/2023 500,000.00	478,669.93 0.00 0.00 479,417.93	1,143.75 1,143.75 1,143.75 1,143.75	748.00 0.00 748.00 1,891.75	1,891.75
3137EAEV7	FHLMC Note Due 08/24/2023	08/19/2020 08/21/2020 0.00	299,993.59 0.00 300,000.00 0.00	327.08 375.00 0.00 47.92	6.41 0.00 6.41 54.33	54.33
3137EAEW5	FHLMC Note 0.25% Due 09/08/2023	09/11/2020 09/14/2020 300,000.00	300,003.25 0.00 0.00 300,000.60	297.92 0.00 360.42 62.50	0.00 2.65 (2.65) 59.85	59.85
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 225,000.00	224,941.75 0.00 0.00 224,965.51	82.03 0.00 105.47 23.44	23.76 0.00 23.76 47.20	47.20
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/03/2020 11/05/2020 335,000.00	334,973.32 0.00 0.00 334,981.84	197.74 0.00 267.53 69.79	8.52 0.00 8.52 78.31	78.31
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	08/22/2023 08/25/2023 500,000.00	0.00 470,429.69 0.00 470,560.45	0.00 (1,148.00) 1,435.00 287.00	130.76 0.00 130.76 417.76	417.76

Income Earned

As of August 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137FETN0	FHLMC K073 A2 3.35% Due 01/25/2028	05/24/2023 05/30/2023 465,000.00	447,578.64 0.00 0.00 447,908.35	259.63 1,298.13 259.63 1,298.13	329.71 0.00 329.71 1,627.84	1,627.84
362583AD8	GM Auto Receivable Trust 2023-2 A3 4.47% Due 02/16/2028	04/04/2023 04/12/2023 115,000.00	114,997.13 0.00 0.00 114,997.21	214.19 428.38 214.19 428.38	0.08 0.00 0.08 428.46	428.46
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.64% Due 04/16/2027	07/06/2022 07/13/2022 90,000.00	89,999.59 0.00 0.00 89,999.60	136.50 273.00 136.50 273.00	0.01 0.00 0.01 273.01	273.01
379929AD4	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	08/08/2023 08/16/2023 75,000.00	0.00 74,991.01 0.00 74,991.18	0.00 0.00 168.13 168.13	0.17 0.00 0.17 168.30	168.30
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 09/15/2025	09/12/2022 09/19/2022 110,000.00	109,971.86 0.00 0.00 109,972.98	1,662.22 0.00 2,028.89 366.67	1.12 0.00 1.12 367.79	367.79
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 25,550.71	28,850.08 0.00 3,299.48 25,550.63	2.16 6.49 1.92 6.25	0.03 0.00 0.03 6.28	6.28
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 13,190.28	16,288.61 0.00 3,098.56 13,190.15	2.18 5.02 1.76 4.60	0.10 0.00 0.10 4.70	4.70
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 165,000.00	164,986.23 0.00 0.00 164,986.88	137.87 258.50 137.87 258.50	0.65 0.00 0.65 259.15	259.15
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 77,850.07	82,858.30 0.00 5,016.63 77,842.61	20.26 60.77 19.03 59.54	0.94 0.00 0.94 60.48	60.48

Income Earned

As of August 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
43815JAC7	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 04/21/2027	02/16/2023 02/24/2023 70,000.00	69,988.77 0.00 0.00 69,989.12	98.00 294.00 98.00 294.00	0.35 0.00 0.35 294.35	294.35
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 07/20/2026	08/15/2022 08/24/2022 105,000.00	104,995.65 0.00 0.00 104,995.82	141.43 326.38 141.43 326.38	0.17 0.00 0.17 326.55	326.55
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 02/15/2028	02/13/2023 02/15/2023 400,000.00	408,137.28 0.00 0.00 407,982.33	9,130.00 9,900.00 880.00 1,650.00	0.00 154.95 (154.95) 1,495.05	1,495.05
448979AD6	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 04/15/2027	04/04/2023 04/12/2023 155,000.00	154,986.53 0.00 0.00 154,987.00	315.51 591.58 315.51 591.58	0.47 0.00 0.47 592.05	592.05
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 260,000.00	259,926.45 0.00 0.00 259,931.89	462.22 0.00 570.56 108.34	5.44 0.00 5.44 113.78	113.78
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 225,000.00	228,172.02 0.00 0.00 227,746.34	2,062.50 0.00 2,531.25 468.75	0.00 425.68 (425.68) 43.07	43.07
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 165,000.00	164,962.74 0.00 0.00 164,972.79	76.77 0.00 111.15 34.38	10.05 0.00 10.05 44.43	44.43
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 160,000.00	161,598.63 0.00 0.00 161,486.51	641.67 0.00 825.00 183.33	0.00 112.12 (112.12) 71.21	71.21
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 03/01/2025	Various Various 500,000.00	506,327.20 0.00 0.00 505,406.34	6,708.33 0.00 8,050.00 1,341.67	0.00 920.86 (920.86) 420.81	420.81

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 130,000.00	129,982.55 0.00 0.00 129,983.25	134.04 251.33 134.04 251.33	0.70 0.00 0.70 252.03	252.03
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 28,634.91	31,741.83 0.00 3,108.96 28,633.20	5.08 9.52 4.58 9.02	0.33 0.00 0.33 9.35	9.35
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 54,393.19	57,888.37 0.00 3,497.47 54,391.15	13.38 25.09 12.57 24.28	0.25 0.00 0.25 24.53	24.53
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 02/16/2027	07/12/2022 07/20/2022 135,000.00	134,990.83 0.00 0.00 134,991.14	224.40 420.75 224.40 420.75	0.31 0.00 0.31 421.06	421.06
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 06/15/2027	10/12/2022 10/19/2022 220,000.00	219,986.59 0.00 0.00 219,986.98	497.69 933.17 497.69 933.17	0.39 0.00 0.39 933.56	933.56
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	04/19/2023 04/21/2023 290,000.00	298,320.01 0.00 0.00 298,163.97	5,576.46 0.00 6,754.58 1,178.12	0.00 156.04 (156.04) 1,022.08	1,022.08
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 39,024.91	45,776.17 0.00 6,751.88 39,024.48	8.14 15.26 6.94 14.06	0.19 0.00 0.19 14.25	14.25
58770AAC7	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	01/18/2023 01/25/2023 105,000.00	104,989.27 0.00 0.00 104,989.58	210.47 394.62 210.47 394.62	0.31 0.00 0.31 394.93	394.93
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 05/17/2028	05/08/2023 05/17/2023 90,000.00	89,930.13 0.00 0.00 89,931.37	749.25 0.00 1,053.00 303.75	1.24 0.00 1.24 304.99	304.99

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 02/06/2024	03/05/2020 03/09/2020 200,000.00	201,237.48 0.00 0.00 200,935.42	2,795.14 2,875.00 399.31 479.17	0.00 302.06 (302.06) 177.11	177.11
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 07/17/2026	07/18/2022 07/20/2022 175,000.00	175,000.00 0.00 0.00 175,000.00	318.43 0.00 1,000.79 682.36	0.00 0.00 0.00 682.36	682.36
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	04/27/2022 05/04/2022 95,000.00	94,984.58 0.00 0.00 94,985.28	418.79 0.00 691.92 273.13	0.70 0.00 0.70 273.83	273.83
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	10/05/2022 10/07/2022 450,000.00	439,237.05 0.00 0.00 439,479.17	4,050.00 0.00 5,550.00 1,500.00	242.12 0.00 242.12 1,742.12	1,742.12
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 80,000.00	79,985.26 0.00 0.00 79,986.48	191.11 200.00 24.44 33.33	1.22 0.00 1.22 34.55	34.55
69371RR57	Paccar Financial Corp Note 0.9% Due 11/08/2024	11/02/2021 11/08/2021 175,000.00	174,995.55 0.00 0.00 174,995.84	363.13 0.00 494.38 131.25	0.29 0.00 0.29 131.54	131.54
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 500,000.00	508,453.21 0.00 0.00 507,881.05	2,812.51 0.00 3,750.00 937.49	0.00 572.16 (572.16) 365.33	365.33
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 35,000.00	34,994.33 0.00 0.00 34,994.84	9.72 0.00 27.95 18.23	0.51 0.00 0.51 18.74	18.74
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 245,000.00	245,220.77 0.00 0.00 245,186.53	678.86 0.00 831.98 153.12	1.35 35.59 (34.24) 118.88	118.88

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 02/06/2026	02/02/2022 02/07/2022 90,000.00	90,000.00 0.00 0.00 90,000.00	763.88 785.70 109.13 130.95	0.00 0.00 0.00 130.95	130.95
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	Various Various 500,000.00	505,126.72 0.00 0.00 504,414.04	6,319.45 0.00 7,673.61 1,354.16	0.00 712.68 (712.68) 641.48	641.48
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 06/18/2024	12/06/2021 12/08/2021 300,000.00	298,503.38 0.00 0.00 298,647.46	179.17 0.00 304.17 125.00	144.08 0.00 144.08 269.08	269.08
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 8,595.03	11,228.66 0.00 2,634.35 8,594.51	1.75 3.28 1.34 2.87	0.20 0.00 0.20 3.07	3.07
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 09/15/2026	04/07/2022 04/13/2022 115,000.00	114,998.38 0.00 0.00 114,998.45	149.76 280.79 149.76 280.79	0.07 0.00 0.07 280.86	280.86
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 59,933.24	63,508.22 0.00 3,575.62 59,932.67	20.04 37.58 18.91 36.45	0.07 0.00 0.07 36.52	36.52
9128283F5	US Treasury Note 2.25% Due 11/15/2027	12/20/2022 12/21/2022 800,000.00	750,648.25 0.00 0.00 751,624.58	3,815.22 0.00 5,331.52 1,516.30	976.33 0.00 976.33 2,492.63	2,492.63
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	Various Various 750,000.00	777,049.93 0.00 0.00 775,948.03	8,631.12 10,312.50 56.66 1,738.04	0.00 1,101.90 (1,101.90) 636.14	636.14
9128286L9	US Treasury Note 2.25% Due 03/31/2026	02/25/2022 02/28/2022 750,000.00	756,572.40 0.00 0.00 756,363.00	5,671.11 0.00 7,100.41 1,429.30	0.00 209.40 (209.40) 1,219.90	1,219.90

Income Earned

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912828B66	US Treasury Note 2.75% Due 02/15/2024	02/15/2022 02/16/2022 750,000.00	754,686.78 0.00 0.00 753,952.99	9,514.85 10,312.50 952.79 1,750.44	0.00 733.79 (733.79) 1,016.65	1,016.65
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/14/2021 10/15/2021 250,000.00	254,349.74 0.00 0.00 254,217.28	861.07 0.00 1,203.29 342.22	0.00 132.46 (132.46) 209.76	209.76
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 750,000.00	750,406.10 0.00 0.00 750,196.28	3,465.68 0.00 4,339.13 873.45	136.36 346.18 (209.82) 663.63	663.63
912828U24	US Treasury Note 2% Due 11/15/2026	03/29/2022 03/30/2022 625,000.00	614,275.20 0.00 0.00 614,551.79	2,649.46 0.00 3,702.45 1,052.99	276.59 0.00 276.59 1,329.58	1,329.58
912828V80	US Treasury Note 2.25% Due 01/31/2024	Various Various 750,000.00	755,253.21 0.00 0.00 754,363.31	45.86 0.00 1,467.39 1,421.53	0.00 889.90 (889.90) 531.63	531.63
912828W71	US Treasury Note 2.125% Due 03/31/2024	Various Various 750,000.00	757,206.51 0.00 0.00 756,287.15	5,356.05 0.00 6,705.95 1,349.90	0.00 919.36 (919.36) 430.54	430.54
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	Various Various 750,000.00	758,100.98 0.00 0.00 757,229.00	3,974.18 0.00 5,553.67 1,579.49	0.00 871.98 (871.98) 707.51	707.51
912828X88	US Treasury Note 2.375% Due 05/15/2027	06/09/2022 06/10/2022 350,000.00	341,291.73 0.00 0.00 341,486.92	1,761.89 0.00 2,462.13 700.24	195.19 0.00 195.19 895.43	895.43
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	301,155.90 0.00 0.00 301,057.73	14.27 0.00 456.52 442.25	0.00 98.17 (98.17) 344.08	344.08

Income Earned

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912828YG9	US Treasury Note 1.625% Due 09/30/2026	12/28/2021 12/29/2021 300,000.00	303,527.19 0.00 0.00 303,432.60	1,638.32 0.00 2,051.23 412.91	0.00 94.59 (94.59) 318.32	318.32
912828Z52	US Treasury Note 1.375% Due 01/31/2025	02/17/2022 02/18/2022 750,000.00	746,344.55 0.00 0.00 746,550.96	28.02 0.00 896.74 868.72	206.41 0.00 206.41 1,075.13	1,075.13
912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/25/2021 03/29/2021 350,000.00	349,545.46 0.00 0.00 349,568.63	588.11 0.00 736.34 148.23	23.17 0.00 23.17 171.40	171.40
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 365,000.00	362,699.72 0.00 0.00 362,806.31	154.58 0.00 231.86 77.28	106.59 0.00 106.59 183.87	183.87
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 750,000.00	741,356.98 0.00 0.00 741,671.45	476.44 0.00 714.65 238.21	314.47 0.00 314.47 552.68	552.68
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	Various Various 500,000.00	500,032.97 0.00 0.00 500,029.01	553.28 0.00 712.09 158.81	5.06 9.02 (3.96) 154.85	154.85
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/17/2021 06/18/2021 400,000.00	399,384.37 0.00 0.00 399,444.19	128.42 0.00 213.11 84.69	59.82 0.00 59.82 144.51	144.51
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	08/25/2021 08/26/2021 400,000.00	399,688.08 0.00 0.00 399,713.52	691.99 750.00 69.29 127.30	25.44 0.00 25.44 152.74	152.74
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/18/2021 11/19/2021 750,000.00	749,189.56 0.00 0.00 749,242.79	1,192.26 0.00 1,666.10 473.84	53.23 0.00 53.23 527.07	527.07

Income Earned

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91282CEF4	US Treasury Note 2.5% Due 03/31/2027	Various Various 750,000.00	739,692.82 0.00 0.00 739,931.63	6,301.23 0.00 7,889.34 1,588.11	238.81 0.00 238.81 1,826.92	1,826.92
91282CEY3	US Treasury Note 3% Due 07/15/2025	06/23/2023 06/26/2023 550,000.00	532,717.11 0.00 0.00 533,467.48	762.23 0.00 2,152.17 1,389.94	750.37 0.00 750.37 2,140.31	2,140.31
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	10/26/2022 10/27/2022 570,000.00	568,663.43 0.00 0.00 568,690.67	7,901.74 0.00 9,893.24 1,991.50	27.24 0.00 27.24 2,018.74	2,018.74
91282CFP1	US Treasury Note 4.25% Due 10/15/2025	06/23/2023 06/26/2023 550,000.00	546,154.19 0.00 0.00 546,302.11	6,897.54 0.00 8,877.39 1,979.85	147.92 0.00 147.92 2,127.77	2,127.77
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	05/25/2023 05/26/2023 500,000.00	497,974.75 0.00 0.00 498,013.68	1,684.78 0.00 3,316.92 1,632.14	38.93 0.00 38.93 1,671.07	1,671.07
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 05/15/2024	11/24/2021 11/29/2021 500,000.00	497,998.75 0.00 0.00 498,214.16	580.56 0.00 809.72 229.16	215.41 0.00 215.41 444.57	444.57
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 5,243.96	10,480.08 0.00 5,236.88 5,243.60	1.51 4.10 0.75 3.34	0.40 0.00 0.40 3.74	3.74
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 40,000.00	39,952.68 0.00 0.00 39,953.96	156.33 0.00 191.33 35.00	1.28 0.00 1.28 36.28	36.28
931142EW9	Wal-Mart Stores Note 3.9% Due 09/09/2025	09/06/2022 09/09/2022 80,000.00	79,960.66 0.00 0.00 79,962.24	1,230.67 0.00 1,490.67 260.00	1.58 0.00 1.58 261.58	261.58

Income Earned

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931142EX7	Wal-Mart Stores	09/27/2022	218,844.27	3,505.63	127.22	867.84
	Callable Note Cont 09/09/2027	09/29/2022	0.00	0.00	0.00	
	3.95% Due 09/09/2027	225,000.00	0.00	4,246.25	127.22	
			218,971.49	740.62	867.84	
			31,292,508.76	178,840.42	6,642.03	
			545,420.70	55,820.99	10,141.81	
			547,199.85	183,153.85	(3,499.78)	
Total Fixed Income		31,390,649.20	31,287,229.83	60,134.42	56,634.64	56,634.64

CASH & EQUIVALENT

31846V203	First American	Various	77,442.24	0.00	0.00	821.87
	Govt Obligation Fund Class Y	Various	133,413.02	821.87	0.00	
		135,864.25	74,991.01	0.00	0.00	
			135,864.25	821.87	821.87	
62479LDC6	MUFG Bank Ltd	07/25/2023	575,945.00	0.00	2,924.34	2,924.34
	Discount CP	07/25/2023	0.00	0.00	0.00	
	5.66% Due 04/12/2024	600,000.00	0.00	0.00	2,924.34	
			578,869.34	0.00	2,924.34	
			653,387.24	0.00	2,924.34	
			133,413.02	821.87	0.00	
			74,991.01	0.00	2,924.34	
Total Cash & Equivalent		735,864.25	714,733.59	821.87	3,746.21	3,746.21

LOCAL AGENCY INVESTMENT FUND

90LAIF\$00	Local Agency Investment Fund	Various	5,346,263.84	14,955.47	0.00	15,098.46
	State Pool	Various	0.00	0.00	0.00	
		5,346,263.84	0.00	30,053.93	0.00	
			5,346,263.84	15,098.46	15,098.46	
			5,346,263.84	14,955.47	0.00	
			0.00	0.00	0.00	
			0.00	30,053.93	0.00	
Total Local Agency Investment Fund		5,346,263.84	5,346,263.84	15,098.46	15,098.46	15,098.46

Income Earned

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INVESTMENT POOL						
09CATR\$05	CalTrust Medium Term Fund	Various Various 676,726.87	6,780,273.62 20,131.90 0.00 6,800,405.52	0.00 20,131.90 0.00 20,131.90	0.00 0.00 0.00 20,131.90	20,131.90
90CAMP\$00	California Asset Mgmt Program CAMP	Various Various 41,945,923.57	41,750,230.04 195,693.53 0.00 41,945,923.57	0.00 195,693.53 0.00 195,693.53	0.00 0.00 0.00 195,693.53	195,693.53
			48,530,503.66	0.00	0.00	
			215,825.43	215,825.43	0.00	
			0.00	0.00	0.00	
Total Investment Pool		42,622,650.44	48,746,329.09	215,825.43	215,825.43	215,825.43
			85,822,663.50	193,795.89	9,566.37	
			894,659.15	272,468.29	10,141.81	
			622,190.86	213,207.78	(575.44)	
TOTAL PORTFOLIO		80,095,427.73	86,094,556.35	291,880.18	291,304.74	291,304.74

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/01/2023	Interest	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.00	8,050.00	8,050.00
09/07/2023	Interest	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.00	1,381.25	1,381.25
09/08/2023	Interest	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	0.00	11,812.50	11,812.50
09/08/2023	Maturity	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	300,000.00	375.00	300,375.00
09/09/2023	Interest	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,560.00	1,560.00
09/09/2023	Interest	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	4,443.75	4,443.75
09/09/2023	Interest	57636QAW4	290,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	7,068.75	7,068.75
09/10/2023	Interest	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	0.00	15,750.00	15,750.00
09/11/2023	Interest	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	8,125.00	8,125.00
09/12/2023	Maturity	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	350,000.00	5,031.25	355,031.25
09/15/2023	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,200.00	2,200.00
09/15/2023	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,860.44	23.57	2,884.01
09/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
09/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
09/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
09/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
09/15/2023	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,041.03	8.59	2,049.62

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
09/15/2023	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
09/15/2023	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	521.47	2.51	523.98
09/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
09/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
09/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
09/15/2023	Paydown	58769KAD6	39,024.91	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,803.55	13.01	7,816.56
09/15/2023	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,312.91	35.46	3,348.37
09/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
09/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
09/17/2023	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
09/18/2023	Interest	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	918.75	918.75
09/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
09/18/2023	Paydown	43813KAC6	13,190.28	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,395.40	4.07	4,399.47
09/19/2023	Interest	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	2,812.50	2,812.50
09/19/2023	Paydown	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
09/20/2023	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	381.08	381.08

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/20/2023	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	290.37	2.05	292.42
09/21/2023	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,316.43	57.09	4,373.52
09/21/2023	Paydown	43813GAC5	25,550.71	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,647.45	5.75	3,653.20
09/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
09/23/2023	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
09/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	802.50	802.50
09/25/2023	Paydown	09690AAC7	14,114.15	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,527.26	3.88	3,531.14
09/25/2023	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
09/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
09/25/2023	Paydown	05601XAC3	54,118.75	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,630.18	49.61	7,679.79
09/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
09/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
09/30/2023	Interest	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	11,756.25	11,756.25
09/30/2023	Interest	91282ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
09/30/2023	Interest	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	9,375.00	9,375.00
09/30/2023	Interest	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	8,437.50	8,437.50
09/30/2023	Interest	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	0.00	7,968.75	7,968.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/30/2023	Interest	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.00	2,437.50	2,437.50
09/30/2023	Maturity	912828T26	750,000.00	US Treasury Note 1.375% Due 9/30/2023	750,000.00	5,156.25	755,156.25
SEP 2023					1,440,346.49	128,459.23	1,568,805.72
10/15/2023	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50
10/15/2023	Interest	91282CFP1	550,000.00	US Treasury Note 4.25% Due 10/15/2025	0.00	11,687.50	11,687.50
10/15/2023	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
10/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,911.71	258.50	8,170.21
10/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
10/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
10/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
10/15/2023	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,314.87	33.50	3,348.37
10/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
10/15/2023	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,041.69	7.98	2,049.67
10/15/2023	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,860.70	22.33	2,883.03
10/15/2023	Paydown	58769KAD6	39,024.91	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,804.26	10.41	7,814.67
10/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
10/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,337.16	251.33	5,588.49
10/15/2023	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	519.59	2.35	521.94
10/16/2023	Dividend	90LAIF\$00	325,377,177.44	Local Agency Investment Fund State Pool	0.00	30,049.35	30,049.35
10/16/2023	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
10/16/2023	Maturity	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	225,000.00	140.63	225,140.63
10/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
10/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
10/18/2023	Paydown	43813KAC6	13,190.28	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,396.76	2.71	4,399.47
10/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
10/20/2023	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	290.48	1.94	292.42
10/20/2023	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
10/21/2023	Paydown	43813GAC5	25,550.71	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,648.34	4.93	3,653.27
10/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
10/21/2023	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,317.44	53.92	4,371.36
10/25/2023	Interest	06406RBC0	280,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	0.00	4,690.00	4,690.00
10/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2023	Paydown	05601XAC3	54,118.75	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,663.63	42.61	7,706.24
10/25/2023	Paydown	09690AAC7	14,114.15	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,528.11	2.91	3,531.02
10/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
10/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	31,802.93	802.50	32,605.43
10/25/2023	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
10/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
OCT 2023					310,437.67	59,460.63	369,898.30
11/01/2023	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
11/06/2023	Maturity	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	335,000.00	418.75	335,418.75
11/07/2023	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
11/08/2023	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
11/10/2023	Interest	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	9,000.00	9,000.00
11/12/2023	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
11/15/2023	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
11/15/2023	Interest	9128283F5	800,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	9,000.00	9,000.00
11/15/2023	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00
11/15/2023	Interest	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	9,375.00	9,375.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
11/15/2023	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50
11/15/2023	Interest	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	0.00	1,375.00	1,375.00
11/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,344.01	241.01	5,585.02
11/15/2023	Paydown	58769KAD6	39,024.91	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,804.98	7.81	7,812.79
11/15/2023	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	517.68	2.20	519.88
11/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
11/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,946.40	246.10	8,192.50
11/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
11/15/2023	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,860.96	21.09	2,882.05
11/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
11/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,367.61	280.79	5,648.40
11/15/2023	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
11/15/2023	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,042.36	7.37	2,049.73
11/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
11/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,316.83	31.54	3,348.37
11/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
11/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
11/17/2023	Interest	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,125.00	1,125.00
11/17/2023	Interest	58933YBH7	90,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	1,822.50	1,822.50
11/18/2023	Paydown	43813KAC6	13,190.28	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,398.11	1.36	4,399.47
11/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
11/20/2023	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	290.59	1.83	292.42
11/20/2023	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
11/21/2023	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,318.45	50.76	4,369.21
11/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
11/21/2023	Paydown	43813GAC5	25,550.71	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,649.22	4.11	3,653.33
11/24/2023	Maturity	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	206.25	165,206.25
11/25/2023	Paydown	05601XAC3	54,118.75	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,697.21	35.59	7,732.80
11/25/2023	Paydown	09690AAC7	14,114.15	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,528.96	1.94	3,530.90
11/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
11/25/2023	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
11/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
11/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	30,072.54	717.43	30,789.97
11/30/2023	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
11/30/2023	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
NOV 2023					589,155.91	67,742.87	656,898.78
12/01/2023	Interest	023135CN4	395,000.00	Amazon.com Inc Note 4.6% Due 12/1/2025	0.00	9,085.00	9,085.00
12/06/2023	Call	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	1,916.67	201,916.67
12/08/2023	Maturity	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	350,000.00	5,906.25	355,906.25
12/14/2023	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
12/15/2023	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	1,638.75	1,638.75
12/15/2023	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
12/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,981.22	233.66	8,214.88
12/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
12/15/2023	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	515.76	2.05	517.81
12/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,350.86	230.68	5,581.54
12/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
12/15/2023	Paydown	58769KAD6	39,024.91	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,805.70	5.20	7,810.90
12/15/2023	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,318.79	29.58	3,348.37
12/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
12/15/2023	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
12/15/2023	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,043.03	6.75	2,049.78
12/15/2023	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,861.23	19.85	2,881.08
12/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
12/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,378.32	267.69	5,646.01
12/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
12/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
12/18/2023	Interest	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	0.00	750.00	750.00
12/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
12/20/2023	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	290.71	1.71	292.42
12/20/2023	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
12/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
12/21/2023	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,319.46	47.59	4,367.05

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/21/2023	Paydown	43813GAC5	25,550.71	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,650.10	3.29	3,653.39
12/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
12/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
12/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	28,338.81	636.98	28,975.79
12/25/2023	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
12/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
12/25/2023	Paydown	05601XAC3	54,118.75	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,730.96	28.53	7,759.49
12/25/2023	Paydown	09690AAC7	14,114.15	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,529.82	0.97	3,530.79
12/31/2023	Interest	91282CGC9	500,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	9,687.50	9,687.50
DEC 2023					633,114.77	42,303.77	675,418.54
01/06/2024	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76
01/15/2024	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
01/15/2024	Interest	91282CEY3	550,000.00	US Treasury Note 3% Due 7/15/2025	0.00	8,250.00	8,250.00
01/15/2024	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	513.81	1.90	515.71
01/15/2024	Paydown	58769KAD6	39,024.91	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,806.42	2.60	7,809.02
01/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,016.21	221.15	8,237.36
01/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,861.49	18.61	2,880.10
01/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
01/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,389.07	254.55	5,643.62
01/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
01/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
01/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,357.73	220.34	5,578.07
01/15/2024	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,043.69	6.14	2,049.83
01/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
01/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
01/15/2024	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,320.76	27.61	3,348.37
01/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
01/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
01/17/2024	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,094.13	4,094.13
01/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
01/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
01/20/2024	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	290.82	1.60	292.42
01/21/2024	Paydown	43813GAC5	25,550.71	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,650.98	2.47	3,653.45

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/21/2024	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,320.47	44.42	4,364.89
01/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
01/25/2024	Paydown	05601XAC3	54,118.75	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,764.84	21.45	7,786.29
01/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
01/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
01/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
01/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
01/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	26,601.73	561.18	27,162.91
01/31/2024	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25
01/31/2024	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
01/31/2024	Maturity	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	750,000.00	8,437.50	758,437.50
JAN 2024					827,938.02	43,351.98	871,290.00
02/06/2024	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
02/09/2024	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
02/14/2024	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25
02/15/2024	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
02/15/2024	Interest	438516CJ3	400,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	0.00	9,900.00	9,900.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2024	Maturity	912828B66	750,000.00	US Treasury Note 2.75% Due 2/15/2024	750,000.00	10,312.50	760,312.50
02/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
02/15/2024	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,044.35	5.53	2,049.88
02/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
02/15/2024	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,322.72	25.65	3,348.37
02/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
02/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,364.60	209.98	5,574.58
02/15/2024	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,861.75	17.37	2,879.12
02/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
02/15/2024	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	511.85	1.75	513.60
02/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,399.83	241.40	5,641.23
02/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,051.35	208.59	8,259.94
02/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
02/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
02/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
02/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
02/18/2024	Call	808513BN4	150,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	150,000.00	468.75	150,468.75

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
02/20/2024	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	290.94	1.48	292.42
02/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
02/21/2024	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,321.47	41.26	4,362.73
02/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
02/21/2024	Paydown	43813GAC5	25,550.71	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,651.87	1.64	3,653.51
02/23/2024	Interest	037833BY5	400,000.00	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	0.00	6,500.00	6,500.00
02/25/2024	Paydown	05601XAC3	54,118.75	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,798.88	14.33	7,813.21
02/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
02/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
02/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
02/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
02/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	24,861.30	490.02	25,351.32
02/29/2024	Interest	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	10,312.50	10,312.50
FEB 2024					968,480.91	53,196.64	1,021,677.55
03/01/2024	Call	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	8,050.00	508,050.00
03/07/2024	Interest	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.00	1,381.25	1,381.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/08/2024	Maturity	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	700,000.00	11,812.50	711,812.50
03/09/2024	Interest	57636QAW4	290,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	7,068.75	7,068.75
03/09/2024	Interest	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,560.00	1,560.00
03/09/2024	Interest	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	4,443.75	4,443.75
03/10/2024	Interest	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	0.00	15,750.00	15,750.00
03/11/2024	Maturity	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	8,125.00	508,125.00
03/15/2024	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,200.00	2,200.00
03/15/2024	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	509.87	1.60	511.47
03/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
03/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,086.64	195.98	8,282.62
03/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
03/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,496.86	420.75	5,917.61
03/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
03/15/2024	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,324.69	23.68	3,348.37
03/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,371.49	199.61	5,571.10
03/15/2024	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,862.01	16.13	2,878.14
03/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,410.62	228.21	5,638.83
03/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
03/15/2024	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,045.02	4.91	2,049.93
03/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
03/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
03/17/2024	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
03/18/2024	Maturity	808513BN4	95,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	95,000.00	356.25	95,356.25
03/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,514.30	326.38	5,840.68
03/19/2024	Maturity	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	2,812.50	227,812.50
03/20/2024	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	291.05	1.37	292.42
03/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
03/21/2024	Paydown	43813GAC5	25,550.71	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,652.75	0.82	3,653.57
03/21/2024	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,322.48	38.09	4,360.57
03/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
03/23/2024	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
03/25/2024	Paydown	05601XAC3	54,118.75	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,833.06	7.18	7,840.24
03/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	23,117.51	423.51	23,541.02

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
03/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
03/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
03/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
03/31/2024	Interest	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	8,437.50	8,437.50
03/31/2024	Interest	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.00	2,437.50	2,437.50
03/31/2024	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
03/31/2024	Interest	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	9,375.00	9,375.00
03/31/2024	Interest	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	11,756.25	11,756.25
03/31/2024	Maturity	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	750,000.00	7,968.75	757,968.75
MAR 2024					2,847,838.35	115,488.03	2,963,326.38
04/12/2024	Maturity	62479LDC6	600,000.00	MUFG Bank Ltd Discount CP 5.66% Due 4/12/2024	600,000.00	0.00	600,000.00
04/15/2024	Interest	91282CFP1	550,000.00	US Treasury Note 4.25% Due 10/15/2025	0.00	11,687.50	11,687.50
04/15/2024	Maturity	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	500,000.00	937.50	500,937.50
04/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
04/15/2024	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,862.28	14.89	2,877.17
04/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2024	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	507.86	1.45	509.31
04/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,421.43	215.00	5,636.43
04/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
04/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,122.09	183.31	8,305.40
04/15/2024	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,045.68	4.30	2,049.98
04/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,507.84	403.62	5,911.46
04/15/2024	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,326.65	21.72	3,348.37
04/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
04/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,378.38	189.22	5,567.60
04/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
04/16/2024	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
04/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,865.51	273.00	5,138.51
04/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
04/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,515.64	309.23	5,824.87
04/20/2024	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	291.16	1.26	292.42
04/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
04/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/21/2024	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,323.48	34.92	4,358.40
04/25/2024	Interest	06406RBC0	280,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	0.00	4,690.00	4,690.00
04/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
04/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
04/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	21,370.35	361.67	21,732.02
04/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
04/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
APR 2024					1,169,538.35	28,485.40	1,198,023.75
05/01/2024	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
05/07/2024	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
05/08/2024	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
05/10/2024	Interest	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	9,000.00	9,000.00
05/12/2024	Maturity	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	292.50	130,292.50
05/15/2024	Interest	9128283F5	800,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	9,000.00	9,000.00
05/15/2024	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
05/15/2024	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2024	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50
05/15/2024	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
05/15/2024	Maturity	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	750,000.00	9,375.00	759,375.00
05/15/2024	Maturity	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	500,000.00	1,375.00	501,375.00
05/15/2024	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	505.83	1.31	507.14
05/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,157.68	170.59	8,328.27
05/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
05/15/2024	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,862.54	13.65	2,876.19
05/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
05/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,432.26	201.76	5,634.02
05/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
05/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
05/15/2024	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,046.34	3.69	2,050.03
05/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,385.28	178.83	5,564.11
05/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,518.84	386.45	5,905.29
05/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2024	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,328.62	19.75	3,348.37
05/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
05/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,881.07	258.24	5,139.31
05/17/2024	Interest	58933YBH7	90,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	1,822.50	1,822.50
05/17/2024	Maturity	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	500,000.00	1,125.00	501,125.00
05/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,516.97	292.09	5,809.06
05/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
05/20/2024	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	291.28	1.14	292.42
05/21/2024	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,324.49	31.75	4,356.24
05/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
05/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
05/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
05/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
05/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
05/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	19,619.82	304.51	19,924.33
05/31/2024	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
05/31/2024	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2024					1,947,871.02	66,310.57	2,014,181.59
06/01/2024	Interest	023135CN4	395,000.00	Amazon.com Inc Note 4.6% Due 12/1/2025	0.00	9,085.00	9,085.00
06/14/2024	Maturity	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	155,000.00	2,228.13	157,228.13
06/15/2024	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	1,638.75	1,638.75
06/15/2024	Maturity	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	400,000.00	500.00	400,500.00
06/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,193.44	157.81	8,351.25
06/15/2024	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,862.80	12.41	2,875.21
06/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
06/15/2024	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	503.79	1.16	504.95
06/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,443.11	188.50	5,631.61
06/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
06/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
06/15/2024	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,330.59	17.78	3,348.37
06/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
06/15/2024	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,047.01	3.07	2,050.08
06/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,529.87	369.25	5,899.12
06/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,392.20	168.41	5,560.61
06/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
06/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,896.67	243.44	5,140.11
06/18/2024	Maturity	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	300,000.00	750.00	300,750.00
06/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,518.31	274.94	5,793.25
06/20/2024	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	291.39	1.03	292.42
06/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
06/21/2024	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,325.51	28.57	4,354.08
06/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
06/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
06/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
06/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	3,931.47	172.00	4,103.47
06/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	17,865.91	252.03	18,117.94
06/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
06/30/2024	Interest	91282CGC9	500,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	9,687.50	9,687.50
JUN 2024					925,132.07	33,664.59	958,796.66
07/06/2024	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76

Cash Flow Report

As of August 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2024	Interest	91282CEY3	550,000.00	US Treasury Note 3% Due 7/15/2025	0.00	8,250.00	8,250.00
07/15/2024	Maturity	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	109.38	35,109.38
07/15/2024	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	501.73	1.01	502.74
07/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,229.36	144.97	8,374.33
07/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
07/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,540.91	352.02	5,892.93
07/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	8,945.50	933.17	9,878.67
07/15/2024	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,332.56	15.81	3,348.37
07/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
07/15/2024	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,047.67	2.46	2,050.13
07/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
07/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,399.11	157.99	5,557.10
07/15/2024	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,863.06	11.17	2,874.23
07/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
07/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,453.98	175.21	5,629.19
07/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
07/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,912.33	228.58	5,140.91

Cash Flow Report

As of August 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/17/2024	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,094.13	4,094.13
07/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,519.64	257.79	5,777.43
07/20/2024	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	291.51	0.91	292.42
07/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
07/21/2024	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,326.52	25.40	4,351.92
07/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
07/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	16,108.63	204.23	16,312.86
07/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
07/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
07/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	3,946.55	155.09	4,101.64
07/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
07/31/2024	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25
07/31/2024	Maturity	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	300,000.00	2,625.00	302,625.00
JUL 2024					412,419.06	34,070.97	446,490.03
08/06/2024	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
08/09/2024	Maturity	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	200.00	80,200.00
08/14/2024	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25

Cash Flow Report

As of August 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2024	Interest	438516CJ3	400,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	0.00	9,900.00	9,900.00
08/15/2024	Maturity	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	400,000.00	750.00	400,750.00
08/15/2024	Paydown	47788UAC6	28,634.91	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,048.35	1.84	2,050.19
08/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,551.98	334.75	5,886.73
08/15/2024	Paydown	89238JAC9	59,933.24	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,334.53	13.84	3,348.37
08/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
08/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,406.04	147.55	5,553.59
08/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	8,964.44	895.22	9,859.66
08/15/2024	Paydown	89236XAC0	8,595.03	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	499.63	0.87	500.50
08/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,265.43	132.08	8,397.51
08/15/2024	Paydown	47789QAC4	54,393.19	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,863.32	9.93	2,873.25
08/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
08/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,464.88	161.89	5,626.77
08/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
08/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
08/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
08/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,928.03	213.68	5,141.71

Cash Flow Report

As of August 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,520.97	240.63	5,761.60
08/20/2024	Paydown	92290BAA9	5,243.96	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	291.62	0.80	292.42
08/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
08/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
08/21/2024	Paydown	43815GAC3	77,850.07	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,327.52	22.23	4,349.75
08/23/2024	Interest	037833BY5	400,000.00	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	0.00	6,500.00	6,500.00
08/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	14,347.95	161.14	14,509.09
08/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
08/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
08/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
08/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	3,961.68	138.12	4,099.80
AUG 2024					555,776.37	31,193.16	586,969.53
TOTAL					12,628,048.99	703,727.84	13,331,776.83



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

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

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

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

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

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

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



CITY of GARDENA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: PERSONNEL REPORT

1. Report the new appointment of the following individuals:
 - a. **NORBERTO BARRAZA** to the position of Transit Mechanic, Schedule 47 (\$5,333 - \$6,807/month), in the GTrans Department, effective September 5, 2023.
 - b. **GERARDO FELIX** to the position of Bus Operator, Schedule 90 (\$4,762 - \$6,078/month), in the GTrans Department, effective September 17, 2023.
 - c. **MARLENI RODRIGUEZ** to the position of Bus Operator, Schedule 90 (\$4,762 - \$6,078/month), in the GTrans Department, effective September 17, 2023.
 - d. **OTIS FOSTER** to the position of Bus Operator, Schedule 90 (\$4,762 - \$6,078/month), in the GTrans Department, effective September 17, 2023.
2. Report the Paid Administrative Leave of **JOSE GONZALEZ**, Street Traffic Painter, with the Public Works Department, effective September 17, 2023.
3. Report the Separation of the following individuals:
 - a. Bus Operator, **SHERRI SHEFFIELD**, of the GTrans Department, effective September 6, 2023. Ms. Sheffield provided 14.2 years of full time service to the City.
 - b. Police Officer, **JONATHON PENA**, of the Police Department, effective September 6, 2023. Mr. Pena provided eight months of service to the City.
 - c. Family Child Care Education Assistant III, **VERONICA BLANCO**, of the Recreation and Human Services Department, effective September 8, 2023. Ms. Blanco provided 11.3 years of full time service to the City.
 - d. Family Child Care Education Coordinator, **DEBORAH SLOBOJAN**, of the Recreation and Human Services Department, effective September 8, 2023.
4. Report the leave of the following individuals under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA):
 - a. Transit Operations Manager, **FLAVIO VARGAS** of the GTrans Department, effective July 13, 2023.
 - b. Bus Operator, **SHAQUITA THOMAS** of the GTrans Department, effective August 3, 2023.
 - c. Bus Operator, **JAZMYNE ROBINSON**, of the GTrans Department, effective August 17, 2023.
 - d. Bus Operator, **SEBASTIAN GOODLOW**, of the GTrans Department, effective August 17, 2023.
5. Report the Recruitment for the Open/Competitive position of Certified Nursing Assistant (Recreation and Human Services Department). This recruitment is open until filled.
6. Report the Recruitment for the Open/Competitive position of Geriatric Aide (Recreation and Human Services Department). This recruitment is open until filled.

7. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
8. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
9. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
10. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
11. Report the Recruitment for the Open/Competitive position of Transit Marketing Coordinator (Transportation Department). This recruitment is scheduled to close October 5, 2023.
12. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
13. Report the Recruitment for the Open/Competitive position of Transit Training and Safety Supervisor (Transportation Department). This recruitment is open until filled.
14. Report the Recruitment for the Open/Competitive position of Transit Transportation Operations Supervisor (Transportation Department). This recruitment is open until filled.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.F
Section: CONSENT CALENDAR
Meeting Date: September 26,
2023

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

AGENDA TITLE: Appointment of a Representative to the South Bay Workforce Investment Board (SBWIB)

CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

On September 20, 2023, the Gardena Economic Business Advisory Commission (GEBAC) recommended that the City Council appoint the following individual to be appointed to serve on the South Bay Workforce Investment Board (SBWIB) as the representative of the City of Gardena's Business Private Sector:

- John Matheson, Owner, Rotex, to serve as a business private sector representative under an existing 4-year term of office expiring June 30, 2026.

Rotex was founded in 1974 in Gardena, California and has been in the automotive parts market for over 40 years. They are presumably the largest remanufacturer of auto parts on this side of the Mississippi.

The purpose of the SBWIB is to ensure the involvement of the business and industrial community, including small businesses, education, labor organizations, community-based organizations, economic development agencies, and one-stop delivery system partners in workforce development activities. The SBWIB also oversees a local cooperative relationship with the Participating Cities that will most effectively satisfy the labor demand needs of the business community and enhance the economic well-being of individuals in need of workforce development services.

The appointment made by the City of Gardena will be ratified by the Inglewood Mayor and City Council as the SBWIB's Chief Local Elected Officials (CLEO).

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[SBWIB Nomination Letter.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

September 20, 2023

Honorable Mayor and City Council
City of Gardena
1700 West 162nd Street
Gardena, CA 90247

Dear Honorable Mayor and City Council:

On behalf of the Gardena Economic Development Advisory Commission, please accept the nomination of the following individual to be appointed to serve on the South Bay Workforce Investment Board, as a representative of the Gardena business private sector:

John Matheson, Owner, Rotex, to serve as a business private sector representative under an existing 4-year term of office expiring June 30, 2026.

Thank you for your acceptance.

Sincerely,

Steve Rogers
Chairperson

NOTICE OF CANCELLATION



City of Gardena

Planning & Environmental Quality Commission

Notice is hereby given that the regular meeting of the
Planning & Environmental Quality Commission
scheduled for September 19, 2023,
has been canceled.

The next regularly scheduled meeting will be held on
October 3, 2023, at 7 p.m.

Dated this 15th day of September 2023

/s/ MINA SEMENZA
City Clerk



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: September 26,
2023

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

AGENDA TITLE: CalPERS Amendment Adoption of ORDINANCE NO. 1858, Authorizing an Amendment to the Contract Between the Board of Administration of the Public Employees' Retirement System and the City of Gardena

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Ordinance No. 1858

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Ordinance No. 1858, authorizing 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 Personnel ("Unrepresented").

On August 22, 2023, the City Council introduced and conducted the first reading of Ordinance No. 1858 at a Noticed Public Hearing to amend the City's contract with CalPERS. Per Government Code Section 20471, the City Council must conduct the second and final reading no less than twenty (20) days following the first reading and the adoption of the Intention. The second reading was placed on the Consent Calendar and approved on September 12, 2023. CalPERS has advised this ordinance not be placed on Consent, and is now before the City Council for adoption as an Agenda Item.

The amendment to the contract between CalPERS and the City of Gardena allows members of the GMEA, GMEO and Unrepresented to pay an additional one percent (1%) of their compensation towards the employer contribution rate on a pre-tax basis. All groups agreed to the cost sharing arrangements as adopted by City Council through GMEA, GMEO MOU's and Resolution No. 6565.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[Ordinance No. 1858.pdf](#)
[CON5.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

ORDINANCE NO. 1858

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

THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES 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. This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Gardena Valley News, a newspaper of general circulation, published and circulated in the City of Gardena and thenceforth and thereafter the same shall be in full force and effect.

Adopted and approved this _____ day of _____, 2023.

CITY OF GARDENA CITY COUNCIL

By: _____
Presiding Officer: TASHA CERDA
Title: Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



Subject:
Certification of Final Action of Governing Body

I hereby certify that the _____ of the
(governing body)

(public agency)

considered and adopted on _____, _____, by an affirmative vote of a
(date)

majority of the members of said Governing Body, **Ordinance / Resolution** No. _____
approving the attached contractual agreement between the Governing Body of said Agency and the
Board of Administration of the California Public Employees' Retirement System, a certified copy of
said **Ordinance / Resolution** in the form furnished by said Board of Administration being attached
hereto.

Adoption of the retirement benefit increase/change was not placed on the consent calendar.

Clerk/Secretary

Title

Date _____



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: September 26,
2023

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

AGENDA TITLE: Consideration of an Agreement with MDG Associates, Inc. for CDBG/HOME Program Administration and Bid & Construction Management Services

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Agreement with MDG Associates, Inc.

RECOMMENDATION AND STAFF SUMMARY:

On August 12, 2023, staff issued a Request For Proposal (RFP) to provide CDBG/HOME Administration Services and an RFP to provide Bid & Construction Management Services for the CDBG funded Residential Rehabilitation Program. Staff received proposals from the following companies:

1. Diana Cho and Associates
2. MDG Associates, Inc.
3. Wildan Engineering

Although all three of the responding companies are highly regarded and respected in the CDBG consulting field, MDG's hourly rate of key personnel was lower than the other two proposers. Given MDG's high quality of service currently being provided to the City on an interim basis, staff recommends that the City Council approve an agreement with MDG to provide CDBG/HOME program and residential rehabilitation construction administration services.

FINANCIAL IMPACT/COST:

No Impact to the General Fund. Hourly rate services are funded by CDBG funds. For FY 2023-24, staff has allocated \$98,450 of CDBG funds for program administration and anticipates \$77,000 for the CDBG funded Residential Rehabilitation Program.

ATTACHMENTS:

[Staff Report - MDG Agreement CDBG 2023.pdf](#)
[DocuSign_MDG_Services_Agreemen.pdf](#)
[Willdan Engineering Proposal.pdf](#)
[DCho Associates Proposal.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. 13A
Department: Community Development
Meeting Date: September 26, 2023
MDG Associates, Inc. Services Agreement

AGENDA STAFF REPORT

AGENDA TITLE: CONSIDERATION OF AN AGREEMENT WITH MDG ASSOCIATES, INC. TO PROVIDE CDBG/HOME PROGRAM ADMINISTRATION AND BID & CONSTRUCTION MANAGEMENT SERVICES

RECOMMENDATION:

Staff respectfully recommends that the Council approve an Agreement with MDG Associates, Inc. to provide CDBG/HOME Program Administration and Bid & Construction Management Services for the Residential Rehabilitation Program.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) provides an annual allocation of Community Development Block Grant (CDBG) funds to cities. For fiscal year 2023-24, the City of Gardena received \$592,299. In the past, the City utilized a combination of staff and consulting services to provide these services, however, the previous consulting company was no longer interested in providing services. There are several qualified companies that provide CDBG administration assistance to cities in southern California, and therefore staff elected to seek a new qualified consultant through a proposal process.

DISCUSSION:

On August 12, 2023, staff issued a Request For Proposal (RFP) to provide CDBG/HOME Administration Services and an RFP to provide Bid & Construction Management Services for the CDBG funded Residential Rehabilitation Program.

Staff received proposals from the following companies:

1. Diana Cho and Associates
2. MDG Associates, Inc.
3. Wildan Engineering

All three of the companies were qualified and demonstrated that the necessary staff had experience in providing all required services. Each company provided their responses in a timely manner and demonstrated that they were currently providing similar services to other cities. In comparing hourly rate schedules, the rates were competitive, with MDG Associates, Inc. (MDG) providing a lower hourly cost rate when comparing similar positions expected to perform the work.

Diana Cho & Associates

Principal \$200 Hour
Associates \$150 Hour

MDG Associates

Director \$130 Hour
Associate \$105 Hour
Assistant \$ 86 Hour

Wildan Engineering

CDBG Manager \$174 Hour
Coordinator \$144 Hour
Specialist \$ 88 Hour

MDG is currently providing interim CDBG administration services to fulfill an immediate need to complete CDBG reporting requirements. Staff has been fully satisfied with the services provided thus far and is confident in MDG's ability to assist the City for the long-term with both the CDBG/HOME program administration and the residential rehabilitation program. In addition, MDG is familiar in having worked with previous cities that were required to submit expenditure plans to the U.S. Department of Housing and Urban Development to address the expenditure of surplus CDBG funds in a timely manner.

Although all three of the responding companies are highly regarded and respected in the CDBG consulting field, MDG's hourly rate of key personnel was lower than the other two proposers allowing them to do more work for less money. Given MDG's current high quality of service that they have been providing to the City, staff recommends that the City Council approve an agreement with MDG to provide CDBG/HOME program and residential rehabilitation construction administration services. The initial agreement would be for an 8-month period, with an option to extend the agreement for a total of 4 additional years.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

No Impact to the General Fund. Hourly rate services are funded by CDBG funds. For FY 2023-24, staff has allocated \$98,450 of CDBG funds for program administration and anticipates \$77,000 for the residential rehabilitation program.

Submitted by: Greg S. Tsujiuchi

Date: 9/21/2023

Attachment(s):

1. MDG Associates Services Agreement (w/ RFP and MDG Proposal)
2. Wildan Engineering Proposal
3. Diana Cho Proposal

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
MDG ASSOCIATES, INC.

This contract, hereinafter referred to as Agreement is entered into this _____ day of _____, 2023, by and between THE CITY OF GARDENA ("City") and MDG Associates, Inc., a California Corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. Recitals.

- A. Whereas, City requires the services of a professional to provide CDBG/HOME Program Administration AND Bid and Construction Management Services; and
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to provide these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement.
- D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

2. Services.

- A. Consultant agrees to provide the professional services described in the City's Request for Proposals (RFPs) and any associated addendum, attached hereto as **Exhibit "A"** and Consultant's Response to City's RFPs ("Consultant's Proposals"), attached hereto as **Exhibit "B"** both incorporated herein by this reference ("Services").

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

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

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

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

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

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

7. Term of Agreement/Termination. This Agreement shall commence on the Effective Date and continue for a period of eight (8) months, ending on, June 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional two [2] year periods upon mutual written agreement of both parties.

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

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

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

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

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

8. Agreement Administrator. For purposes of this Agreement, City designates the Community Development Director or designee as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by Agreement Administrator. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Agreement Administrator. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Agreement Administrator determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section- Term of Agreement/Termination. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

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

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

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

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

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

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

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

14. Performance By Consultant. Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.

15. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other

materials prepared by Consultant in the course of performance of this Agreement.

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

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

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

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

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

against unauthorized use, disclosure, modification or loss.

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

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

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

19. Legal Requirements.

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

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

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

20. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant

shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of Services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

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

22. Insurance.

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

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

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

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy with coverage at least as broad as Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

- a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.
- b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

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

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

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

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

expenses.

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

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

23. Indemnity.

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

B. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

25. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

City of Gardena:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Greg S. Tsujiuchi
Title: Community Development Director
Email: gtsujiuchi@cityofgardena.org
Telephone: (310) 217-9526

To Consultant: MDG Associates, Inc.
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730
Attn: Rudy E. Munoz, President
Email: rmunoz@mdg-ldm.com
Telephone: (909) 476-9696

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

27. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and

enforceability of the remaining provisions shall not be affected thereby.

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

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

30. Electronic Signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

32. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California

Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

34. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

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

36. Entire Agreement. This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

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

"City"
City of Gardena

"Consultant"
MDG Associates, Inc. a California Corporation

By: _____
Tasha Cerda, Mayor

By: _____
Rudy E. Munoz, President

Date: _____

Date: _____


By: _____
Guadalupe Munoz, Chief Financial Officer

Date: _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:



Carmen Vasquez, City Attorney

EXHIBIT "A"



August 10, 2023

SUBJECT: REQUEST FOR PROPOSALS

The City of Gardena invites qualified proposals for:

**City of Gardena
CDBG Program Administration and Bid & Construction
Management Services (CDBG/HOME)**

Parties interested in obtaining a copy of either of these RFPs, or both, may do so by emailing their request to gtsujiuchi@cityofgardena.org. Please include the following information in your request: name and address of firm; name of contact, telephone and email address; specify RFPs for CDBG Program Administration and/or Bid & Construction Management Services (CDBG/HOME).

Copies of the RFPs may also be obtained by calling (310) 217-9526, or in person at the City of Gardena, CA City Community Development Department, 1700 West 162nd Street, Gardena, CA 90247.

Closing Date: Proposals shall be submitted at or before 4:00 p.m., September 7, 2023 at the City of Clerk's Department, located at the following address: 1700 West 162nd Street, Gardena, CA 90247. Proposals received after the Closing Date will not be opened.

Issuance of these RFPs and/or receipt of proposals does not commit City to award a contract.

Greg S. Tsujiuchi
Community Development Director
City of Gardena



August 10, 2023

SUBJECT: REQUEST FOR PROPOSALS (RFP)

SECTION I

INVITATION

The City of Gardena Community Development Department (“City”) invites proposals from qualified consultants for:

City of Gardena

**CDBG Program Administration Services
(CDBG/HOME)**

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

**Tentative RFP Schedule
(Subject to change at City’s discretion)**

1. Issue RFP	August 10, 2023
2. Publish in the Gardena Valley News	August 10, 2023
2. Written Questions from Consultants due	August 24, 2023 at 4:00 p.m.
3. Responses from City Due	August 31, 2023 at 4:00 p.m.
4. Proposals Due (date & time)	September 7, 2023 at 4:00 p.m.
5. RFP Evaluation Completed	September 14, 2023
6. Consultant Selection and Award	September 26, 2023

Table of Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	RFP Instructions
Section III	Evaluation Criteria
Section IV	Scope of Work
Section V	Proposal Content and Forms
Section VI	Price Form
Section VII	Form of Agreement

SECTION II.

RFP INSTRUCTIONS

A. Pre-Proposal Meeting

“Not Applicable”

B. Examination of Proposal Documents

1. By submitting a proposal, consultants represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a “No Offer” letter is considered a response.

C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Informed Consultants

Before submitting proposals, Consultants must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Consultants’ own risk and they cannot secure relief on the plea of error.

E. Clarifications

1. Examination of Documents

Should a Consultant require clarifications of this RFP, the Consultant shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and will be posted on the City of Gardena website <http://www.cityofgardena.org/cdbg-home>

2. **Submitting Requests**

All questions, clarifications or comments shall be put in writing and must be received by the City no later than August 24, 2023 at 4:00 p.m., and must be emailed to gtsujiuchi@cityofgardena.org. Inquiries received after this date and time indicated will not be accepted.

3. **City Responses**

- a. Responses from the City will be communicated in writing to all known recipients of this RFP, by way of Addendum via e-mail and may be posted on the City's website, no later than August 31, 2023.
- b. It is the responsibility of Consultant to make sure they have received all addenda prior to submitting their proposal. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Proposal Due Date and Time, the Proposal Due date will be extended.

F. **Date and Time**

All proposals are to be submitted to City of Gardena, City Clerk's Department, no later than 4:00 p.m., September 7, 2023. Proposals received after that date and time will be rejected by the City as non- responsive (NO EXCEPTIONS).

2. **Address**

Proposals shall be addressed as follows:

City of Gardena
City Clerk's Department
1700 West 162nd Street
Gardena, CA 90247

Proposals may be delivered in person or by other delivery methods. It is the sole responsibility of Consultants to ensure that their proposals are received at the **time and place** indicated in the RFP. **Late or misdirected proposals shall be rejected and unopened without exception. Postmarks are not accepted.**

Proposals shall not be sent via e-mail or fax.

3. **Identification of Proposals**

Consultant shall submit a proposal package consisting of:

- a) One (1) **signed original** and
- b) One (1) CD/Flash Drive with PDF copy

The proposal package shall be addressed as shown above, bearing the Consultant's name and address and clearly marked as follows:

**“RFP –CDBG Program Administration Services
(CDBG/HOME)”**

4. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the consultant in:

1. preparing its proposal in response to this RFP;
2. submitting the proposal to City;
3. negotiating with City any matter related to the proposal; or
4. any other expenses incurred by the consultant prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

H. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

I. Acceptance of Order

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including

as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

J. City of Gardena Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Gardena Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

K. Prevailing Wage

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

L. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Gardena and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Gardena's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "Confidential," "Proprietary," or "Trade Secret" by proposer. The City of Gardena will use its best efforts to inform proposer of any request for disclosure of any such document. The City of Gardena, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City of Gardena will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Gardena is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer's proposal marked "Confidential," "Proprietary," or "Trade Secret" proposer shall defend and indemnify the City of Gardena from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, proposers are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Gardena shall not in any way be held responsible for disclosure of any "Confidential," "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

SECTION III.

EVALUATION AND AWARD

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last five (5) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

A. EVALUATION CRITERIA

1. Qualifications of Firm - 30%

- Strength, stability, experience and technical competence of the firm and sub-consultants (if any). The City reserves the right to request specific sub-consultants for certain portions of the project;
- Logic of project organization; and
- Adequacy of labor and resource committed to the project.

2. Qualifications of Personnel - 25%

- Qualifications, education and experience of project staff; and
- Key personnel's level of involvement in performing related work.

3. Related Experience - 30%

- Experience in providing services similar to those requested herein;
- Experience working with public agencies; and
- Client references.

4. Completeness and Timeliness of Response - 10%

- Completeness of response in accordance with RFP instructions;
- Exceptions to or deviations from the RFP requirements; and
- Inclusion of required licenses and certifications of the firm and key personnel performing the project.

5. Reasonableness of Cost and Price - 5%

- Reasonableness of the prices and/or hourly rates, and competitiveness of quoted prices with other proposals received;
- Adequacy of the data in support of figures quoted; and
- Basis on which prices are quoted.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

- Generate a “short list” and conduct interviews with the top candidates;
- Conduct on-site visits and/or tours of the candidates’ places of business; or
- Conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without consultant visits, interviews, or further discussions or negotiations.

C. AWARD

Depending on the dollar amounts of the proposals received, City staff will either select consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

If the City elects to proceed, final selection of consultants for interview, notification for interviews may occur on or about September 12, 2023. The City anticipates making final selections and awards at the regular City Council meeting scheduled for September 26, 2023.

In addition, negotiations may or may not be conducted with consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any consultant.

SECTION IV.

SCOPE OF WORK

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ADMINISTRATION SERVICES (CDBG/HOME)

CDBG Administrative Services:

1. Provide general CDBG Administrative Services and sub-recipient technical support. Review and process invoices.
2. Develop, implement and administer eligible CDBG programs.
3. Provide annual sub-recipient monitoring at their place of business, prepare monitoring letters and complete follow up activities as needed.
4. Assist City staff in maintaining information on the Integrated Disbursement and Information System ("IDIS").
5. Review and input sub-recipient quarterly reports into IDIS.
6. Represent the City at community meetings, City Council, meetings with City staff, or workshops as needed or directed.
7. Facilitate communication between the City and HUD.
8. Ensure public works projects using CDBG funds comply with CDBG regulations.
9. Review applications and projects for compliance with the National Environmental Policy Act ("NEPA").
10. Prepare all required HUD reports.
11. Develop and update Federal regulations policy/procedures manuals as necessary.
12. Prepare and submit to the appropriate entity the following plans:
 - Annual Action Plan
 - Consolidated Annual Performance and Evaluation Report
13. Prepare and implement all public outreach programs and public participation under the CDBG program as necessary.
14. Any other associated CDBG administration duties as needed.

HOME Administrative Services:

1. Provide general HOME Administrative Services and technical support as needed.

Assist with Davis Bacon Prevailing Wage monitoring

1. Prepare labor compliance documents,
2. Facilitate Labor Compliance Pre-Construction Mtg Determine contract wage rate.
3. Obtain all apprentice documentation.
4. Set up labor standards enforcement files.
5. Ensure completeness of all required labor compliance documents.
6. Complete additional contractor verifications for those that have expired (CSLB, DIR and SAM).
7. Interview contractor, sub and unlisted service providers.
8. Verify job postings.
9. Cross reference interviews against CPRs.

10. Review certified payrolls from contractors and subs. Review apprentice certs and compliance with wage scales and ratios as prescribed by the apprentice program.
11. Prepare due process notifications to contractors of violations.
12. Provide technical assistance to contractors as necessary to resolve all findings prior to release of retention.

SECTION V.

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall contain the following:

- a. identification of Consultant, including name, address and telephone;
- b. proposed working relationship between Consultant and sub-consultants, if applicable;
- c. acknowledgment of receipt of all RFP addenda, if any;
- d. name, title, address and telephone number of contact person during period of proposal evaluation;
- e. a statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind Consultant to the terms of the proposal.

2. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of consultant to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Consultant shall:

- (1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede consultant's ability to complete the project;
- (3) describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) identify sub-consultants by company name, address, contact person, telephone number and project function and describe consultant's experience working with each sub-consultant; and
- (5) provide, at a minimum, three references from the projects cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

b. **Proposed Staffing and Project Organization**

This section of the proposal should establish the qualifications of the proposed project staff.

Consultant shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel;
- (3) indicate adequacy of labor resources, utilizing a table projecting the labor-hour allocation to the project by individual task;
- (4) identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work;

- (5) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and
- (6) include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

c. **Work Plan**

Consultant shall provide a narrative which addresses the Scope of Work and shows consultant’s understanding of the City’s needs and requirements.

Consultant shall:

- (1) describe the approach to completing the tasks specified in the Scope of Work;
- (2) outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and
- (3) furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.

Consultant may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

d. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

3. **Appendices**

Information considered by consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance* in performing under the scope and specifications of this RFP are currently held by consultant, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

*The successful consultant(s) and its sub-consultants are each required to obtain a City of Gardena Business License prior to award of Agreement. The Business License is not required for submission of a proposal.

C. PRICE FORM

Consultant shall complete the Price Form in its entirety including providing a **detailed fee schedule and information, and any other incidental or additional costs required to complete the Scope of Work requirements.**

D. MODIFICATIONS OF PROPOSALS

Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
GARDENA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Gardena Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: _____

DESCRIPTION OF WORK: CDBG Program Administration Services

CDBG/HOME)

CONSULTANT'S NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED
REPRESENTATIVE

ANNUAL
PURCHASE ORDER

The Initial Agreement Period shall be effective on October 1, 2023 plus Two (2) two year option renewal periods.

Anticipated Contract Term:

The contract term shall be effective on or about October 1, 2023 through June 30, 2024 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026.
- Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2028.

Consultant to be paid from Community Development Block Grant (CDBG) or HOME Investment Partnership Program (HOME) administration funds received by the City from the U.S. Department of Housing and Urban Development.

Please provide a detailed fee schedule and information, and any other incidental or additional costs required to complete the Scope of Work requirements.

SECTION VII.

Form of Agreement

AGREEMENT BETWEEN THE CITY OF GARDENA AND _____

This contract, hereinafter referred to as Agreement is entered into this _____ day of _____, 202_, by and between THE CITY OF GARDENA ("City") and _____, a [state] [type of entity] ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. Recitals.

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

2. Services.

- A. Consultant agrees to provide the professional services described in the City's Request for Proposals (RFP) and any associated addendum, attached hereto as **Exhibit "A"** and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as **Exhibit "B"**, both incorporated herein by this reference ("Services").

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

)

3. Additional Services. If City determines that additional Services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional Services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

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

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

6. Compensation for the Services shall be billed as set forth in **Exhibit B**, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges, unless otherwise. In no event shall compensation under this Agreement exceed **and 00/00 (\$*)** without the prior written authorization of the City.

6. Term of Agreement/Termination. This Agreement shall commence on the Effective Date and continue for a period of eight (8) months, ending on, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional two [2] year periods upon mutual written agreement of both parties.]_

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

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

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

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10)

days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the Services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

7. Agreement Administrator. For purposes of this Agreement, City designates the Community Development Director or designee as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by Agreement Administrator. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Agreement Administrator. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Agreement Administrator determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section- Term of Agreement/Termination. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

8. Invoices and Payments.

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

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

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

9. Records/Audit.

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

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

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

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

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

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

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

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

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

13. Performance By Consultant. Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

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

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

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

17. Confidentiality Clause. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to

implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

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

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

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

18. Legal Requirements.

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

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

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

19. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of Services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

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

21. Insurance.

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

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

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

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations

affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy with coverage at least as broad as Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

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

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

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

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

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

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

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

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

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

22. Indemnity.

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

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

Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

24. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

City of Gardena:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Greg S. Tsujiuchi
Title: Community Development Director
Email: _____
Telephone: (____) _____

To Consultant: Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Attn: _____

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Email: _____
Telephone: (____) _____

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

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

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

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

29. Electronic Signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

30. Joint Drafting. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall

be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

31. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

33. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

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

35. Entire Agreement. This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

36.

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

“City”
City of Gardena
Company

“Consultant”
Name of Consultant or Consultant

By: _____
Name and title of individual

By: _____
Name and title of individual

Date: _____

Date: _____

By: _____
Name and title of individual

Date: _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney



August 10, 2023

SUBJECT: REQUEST FOR PROPOSALS (RFP)

SECTION I

INVITATION

The City of Gardena Community Development Department (“City”) invites proposals from qualified consultants for:

City of Gardena

**Bid & Construction Management Services
(CDBG/HOME)**

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

**Tentative RFP Schedule
(Subject to change at City’s discretion)**

1. Issue RFP	August 10, 2023
2. Publish in the Gardena Valley News	August 10, 2023
2. Written Questions from Consultants due	August 24, 2023 at 4:00 p.m.
3. Responses from City Due	August 31, 2023 at 4:00 p.m.
4. Proposals Due (date & time)	September 7, 2023 at 4:00 p.m.
5. RFP Evaluation Completed	September 14, 2023
6. Consultant Selection and Award	September 26, 2023

Table of Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	RFP Instructions
Section III	Evaluation Criteria
Section IV	Scope of Work
Section V	Proposal Content and Forms
Section VI	Price Form
Section VII	Form of Agreement

SECTION II.

RFP INSTRUCTIONS

A. Pre-Proposal Meeting

“Not Applicable”

B. Examination of Proposal Documents

1. By submitting a proposal, consultants represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a “No Offer” letter is considered a response.

C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Informed Consultants

Before submitting proposals, Consultants must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Consultants’ own risk and they cannot secure relief on the plea of error.

E. Clarifications

1. Examination of Documents

Should a Consultant require clarifications of this RFP, the Consultant shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and will be posted on the City of Gardena website <http://www.cityofgardena.org/cdbg-home>

2. **Submitting Requests**

All questions, clarifications or comments shall be put in writing and must be received by the City no later than August 24, 2023 at 4:00 p.m., and must be emailed to gtsujiuchi@cityofgardena.org. Inquiries received after this date and time indicated will not be accepted.

3. **City Responses**

- a. Responses from the City will be communicated in writing to all known recipients of this RFP, by way of Addendum via e-mail and may be posted on the City's website, no later than August 31, 2023.
- b. It is the responsibility of Consultant to make sure they have received all addenda prior to submitting their proposal. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Proposal Due Date and Time, the Proposal Due date will be extended.

F. **Date and Time**

All proposals are to be submitted to City of Gardena, City Clerk's Department, no later than 4:00 p.m., September 7, 2023. Proposals received after that date and time will be rejected by the City as non-responsive (NO EXCEPTIONS).

2. **Address**

Proposals shall be addressed as follows:

City of Gardena
City Clerk's Department
1700 West 162nd Street
Gardena, CA 90247

Proposals may be delivered in person or by other delivery methods. It is the sole responsibility of Consultants to ensure that their proposals are received at the **time and place** indicated in the RFP. **Late or misdirected proposals shall be rejected and unopened without exception. Postmarks are not accepted.**

Proposals shall not be sent via e-mail or fax.

3. **Identification of Proposals**

Consultant shall submit a proposal package consisting of:

- a) One (1) **signed original** and
- b) One (1) CD/Flash Drive with PDF copy

The proposal package shall be addressed as shown above, bearing the Consultant's name and address and clearly marked as follows:

**“RFP –Bid & Construction Management Services
(CDBG/HOME)”**

4. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the consultant in:

1. preparing its proposal in response to this RFP;
2. submitting the proposal to City;
3. negotiating with City any matter related to the proposal; or
4. any other expenses incurred by the consultant prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

H. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

I. Acceptance of Order

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including

as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

J. City of Gardena Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Gardena Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

K. Prevailing Wage

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

L. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Gardena and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Gardena's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "Confidential," "Proprietary," or "Trade Secret" by proposer. The City of Gardena will use its best efforts to inform proposer of any request for disclosure of any such document. The City of Gardena, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City of Gardena will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Gardena is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer's proposal marked "Confidential," "Proprietary," or "Trade Secret" proposer shall defend and indemnify the City of Gardena from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, proposers are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Gardena shall not in any way be held responsible for disclosure of any "Confidential," "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

SECTION III.

EVALUATION AND AWARD

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last five (5) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

A. EVALUATION CRITERIA

1. Qualifications of Firm - 30%

- Strength, stability, experience and technical competence of the firm and sub-consultants (if any). The City reserves the right to request specific sub-consultants for certain portions of the project;
- Logic of project organization; and
- Adequacy of labor and resource committed to the project.

2. Qualifications of Personnel - 25%

- Qualifications, education and experience of project staff; and
- Key personnel's level of involvement in performing related work.

3. Related Experience - 30%

- Experience in providing services similar to those requested herein;
- Experience working with public agencies; and
- Client references.

4. Completeness and Timeliness of Response - 10%

- Completeness of response in accordance with RFP instructions;
- Exceptions to or deviations from the RFP requirements; and
- Inclusion of required licenses and certifications of the firm and key personnel performing the project.

5. Reasonableness of Cost and Price - 5%

- Reasonableness of the prices and/or hourly rates, and competitiveness of quoted prices with other proposals received;
- Adequacy of the data in support of figures quoted; and
- Basis on which prices are quoted.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

- Generate a “short list” and conduct interviews with the top candidates;
- Conduct on-site visits and/or tours of the candidates’ places of business; or
- Conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without consultant visits, interviews, or further discussions or negotiations.

C. AWARD

Depending on the dollar amounts of the proposals received, City staff will either select consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

If the City elects to proceed, final selection of consultants for interview, notification for interviews may occur on or about September 12, 2023. The City anticipates making final selections and awards at the regular City Council meeting scheduled for September 26, 2023.

In addition, negotiations may or may not be conducted with consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any consultant.

SECTION IV.

Scope of Work

INTENT: The nature of the work is the provision of professional Construction Management Services to the City of Gardena for the Community Development Block Grant or HOME Investment Partnership Program (HOME) Residential Rehabilitation Program. The consultant shall have knowledge and experience in all aspects of Construction Management.

Consultant to be paid from Community Development Block Grant (CDBG) or HOME Investment Partnership Program (HOME) administration funds received by the City from the U.S. Department of Housing and Urban Development.

Loan Service Fees based on an average loan of \$25,000

Applicant Pre- Approval Process:

- Order Credit Report
- Order Title Report (Smart 60 or similar)
- Order Desktop Appraisals (if necessary)

Property Inspection & Work Specifications:

- Inspect Property
 - Research City of Gardena records for Code/Health/Safety Violations
 - Draft Construction Scope of Work (Work Write Up)
 - Provide Construction Cost Estimates
 - Consultant shall provide follow-up and related services as needed.
 - Send Applicant WWU for review and revise as needed
- Order Lead Inspection Report

Bid and Construction Process:

- City Liaison with program recipient and contractor(s)
- Provide technical support
- Coordination of Bid Process
 - Procure for Construction Services
 - Selection and Award of Contract
 - Verification of License and Insurance Documentation
 - Conduct Mandatory Bid-Walk with Homeowner and Contractors (*single bid-walk*)
 - Review Bids, Prepare BID comparison and follow-up with Contractors
 - Attend Pre-construction/Loan & Contract Signing Meeting
- Construction Management
 - Conduct up to three (3) progress inspections
 - Prepare and Submit Progress Payment requests (up to three)
 - Submit Change Order request(s)
 - Assist staff with project close out ie., lien review, lien releases, prepare Notice of Completion

- Assist in Owner/Contractor Mediation, if necessary.
- **Assist with Lead Based Paint Abatement Services (as necessary)**
 - Verify licenses and certifications
 - Order Abatement Specifications
 - Review bids, prepare contracts between Abatement Contractor and Applicant
 - Inspect Abatement Project
 - Process Payment(s)
 - Process Lien Releases (as necessary)
 - Order Clearance Reports

SECTION V.

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall contain the following:

- a. identification of Consultant, including name, address and telephone;
- b. proposed working relationship between Consultant and sub-consultants, if applicable;
- c. acknowledgment of receipt of all RFP addenda, if any;
- d. name, title, address and telephone number of contact person during period of proposal evaluation;
- e. a statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind Consultant to the terms of the proposal.

2. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of consultant to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Consultant shall:

- (1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede consultant's ability to complete the project;
- (3) describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) identify sub-consultants by company name, address, contact person, telephone number and project function and describe consultant's experience working with each sub-consultant; and
- (5) provide, at a minimum, three references from the projects cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

b. **Proposed Staffing and Project Organization**

This section of the proposal should establish the qualifications of the proposed project staff.

Consultant shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel;
- (3) indicate adequacy of labor resources, utilizing a table projecting the labor-hour allocation to the project by individual task;
- (4) identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work;

- (5) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and
- (6) include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

c. **Work Plan**

Consultant shall provide a narrative which addresses the Scope of Work and shows consultant’s understanding of the City’s needs and requirements.

Consultant shall:

- (1) describe the approach to completing the tasks specified in the Scope of Work;
- (2) outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and
- (3) furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.

Consultant may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

d. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

3. **Appendices**

Information considered by consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance* in performing under the scope and specifications of this RFP are currently held by consultant, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

*The successful consultant(s) and its sub-consultants are each required to obtain a City of Gardena Business License prior to award of Agreement. The Business License is not required for submission of a proposal.

C. PRICE FORM

Consultant shall complete the Price Form in its entirety including providing a **detailed fee schedule and information, and any other incidental or additional costs required to complete the Scope of Work requirements.**

D. MODIFICATIONS OF PROPOSALS

Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
GARDENA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Gardena Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: _____

DESCRIPTION OF WORK: Bid & Construction Management Service

(CDBG/HOME) CONSULTANT'S NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED
REPRESENTATIVE

ANNUAL
PURCHASE ORDER

The Initial Agreement Period shall be effective on October 1, 2023 plus Two (2) two year option renewal periods.

Anticipated Contract Term:

The contract term shall be effective on or about October 1, 2023 through June 30, 2024 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026.
- Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2028.

Consultant to be paid from Community Development Block Grant (CDBG) or HOME Investment Partnership Program (HOME) administration funds received by the City from the U.S. Department of Housing and Urban Development.

Please provide a detailed fee schedule and information, and any other incidental or additional costs required to complete the Scope of Work requirements.

SECTION VII.

Form of Agreement

AGREEMENT BETWEEN THE CITY OF GARDENA AND _____

This contract, hereinafter referred to as Agreement is entered into this _____ day of _____, 202_, by and between THE CITY OF GARDENA ("City") and _____, a [state] [type of entity] ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. Recitals.

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

2. Services.

- A. Consultant agrees to provide the professional services described in the City's Request for Proposals (RFP) and any associated addendum, attached hereto as **Exhibit "A"** and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as **Exhibit "B"**, both incorporated herein by this reference ("Services").

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

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3. Additional Services. If City determines that additional Services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional Services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

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

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

6. Compensation for the Services shall be billed as set forth in **Exhibit B**, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges, unless otherwise. In no event shall compensation under this Agreement exceed **and 00/00 (\$*)** without the prior written authorization of the City.

6. Term of Agreement/Termination. This Agreement shall commence on the Effective Date and continue for a period of eight (8) months, ending on, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional two [2] year periods upon mutual written agreement of both parties.]_

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

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

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

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10)

days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the Services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

7. Agreement Administrator. For purposes of this Agreement, City designates the Community Development Director or designee as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by Agreement Administrator. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Agreement Administrator. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Agreement Administrator determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section- Term of Agreement/Termination. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

8. Invoices and Payments.

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

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

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

9. Records/Audit.

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

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

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

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

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

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

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

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

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

13. Performance By Consultant. Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

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

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

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

17. Confidentiality Clause. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to

implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

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

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

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

18. Legal Requirements.

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

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

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

19. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of Services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

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

21. Insurance.

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

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

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

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations

affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy with coverage at least as broad as Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

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

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

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

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

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

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

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

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

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

22. Indemnity.

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

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

Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

24. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

City of Gardena:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Greg S. Tsujiuchi
Title: Community Development Director
Email: _____
Telephone: (____) _____

To Consultant: Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Attn: _____

)

Email: _____
Telephone: (____) _____

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

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

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

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

29. Electronic Signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

30. Joint Drafting. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall

be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

31. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

33. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

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

35. Entire Agreement. This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

36.

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

“City”
City of Gardena
Company

“Consultant”
Name of Consultant or Consultant

By: _____
Name and title of individual

By: _____
Name and title of individual

Date: _____

Date: _____

By: _____
Name and title of individual

Date: _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney



Community Development Department

RFP ADDENDUM #1

CDBG Program Administration (CDBG/HOME)

August 30, 2023

The Scope of Services shall now include the following:

Consolidated Plan Develop a Consolidated Plan for program years 2026 through 2030 in accordance with Title 24 of the Code of Federal Regulations (CFR) Part 91, and other requirements set forth by federal regulation and the HUD Office of Community Planning and Development (CPD).

- Prepare the City's Consolidated Plan using the consolidated plan template in IDIS and the eCon Planning Suite tool to assess needs and make strategic decisions.
- Perform relevant consultations with agencies that provide housing and social services to include relevant groups, such as the local public housing authority and Continuum of Care, as required by 24 CFR Part 91 Subpart B.
- Assist City staff in facilitating public participation in the development of the Consolidated Plan. The consultant will be required to generate and implement an effective public consultation process that encourages residents to participate in the Consolidated Plan process. The consultant is expected to:
 - Conduct at least one (1) community meeting.
 - Participate in at least one (1) presentation at a public hearing before the City Council.
 - Develop at least one (1) community survey in multiple languages that include the City's Limited English Proficiency Plan (LEP) languages.
 - Complete other additional specific actions as required by HUD.
 - Prepare draft public hearing notices and other public notices as may be applicable.
- Analyze the data tables provided by the IDIS Consolidated Plan template, and provide additional data collection as necessary.
- Assess the existing community need and make recommendations to the City for the development of new strategies, goals, and priorities for the five-year period.

- Develop and incorporate a performance measure component as required by HUD regulations to monitor activities carried-out to achieve Consolidated Plan goals.
- Prepare Staff Reports and PowerPoint Presentations to facilitate adoption of the Consolidated Plan.
- Make public presentations to the City Council or other audiences as necessary to facilitate adoption of the Consolidated Plan.
- Summarize public comments and prepare the technical appendices / attachments.
- Enter the Consolidated Plan into IDIS.

2026-2030 Assessment of Fair Housing / Analysis of Impediments (AFH/AI)

- Prepare an AFH/AI pursuant to HUD guidelines.
- Utilize the data provided by HUD, which includes geospatial data, tabular data, disproportionate housing needs, and outstanding discrimination findings, to assess fair housing issues in the community.
- Provide an analysis of fair housing issues using HUD data and available local measures, such as local housing policies and zoning codes.
- Conduct one (1) community meeting to engage the public to inform and solicit ideas about local issues and concerns.
- Provide a summary of the leading fair housing challenges and opportunities in the community and prioritized goals for progress.
- Incorporate AFH findings into subsequent Consolidated Plans and use the AFH to inform program development.
- Solicit public input on draft AFH from key stakeholders such as private agencies, public agencies, and community groups.
- Prepare Staff Reports and PowerPoint Presentations to facilitate adoption of the AFH/AI.
- Make public presentations to the City Council or other audiences as necessary to facilitate adoption of the AFH/AI.
- Summarize public comments and prepare the technical appendices / attachments.
- Submit the AFH/AI to HUD if required.

EXHIBIT "B"



City of Gardena

PROPOSAL

**CDBG Program Administration Services
(CDBG-HOME)**

September 7, 2023

Corporate Headquarters
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730

Telephone ☎ (909) 476-9696
Fax ☎ (909) 476-6086

CITY OF GARDENA
PROPOSAL
CDBG PROGRAM ADMINISTRATION SERVICES (CDBG-HOME)

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APPENDICES:

- **Appendix “A” - Resumes of Key Personnel**
- **Appendix “B” – Licensing and Certifications**
- **Appendix “C” - Required Form**
 Acknowledgment of the Terms and Conditions of the City of Gardena Professional
 Services Agreement
- **Appendix “D” - Price Form**



September 5, 2023

City of Gardena
City Clerk's Department
1700 West 162nd Street
Gardena, CA 90247

Subject: Proposal for CDBG Program Administration Services (CDBG/HOME)

Dear Sir/Madam:

MDG Associates, Inc. (MDG) is pleased to submit a proposal to provide consultant services for the Administration of the City's CDBG Program. MDG, along with its affiliate LDM Associates, Inc. (LDM), has been providing high-quality community development consulting services to municipal agencies and private clients for over 32 years.

MDG specializes in the provision of grant management services with an emphasis on the U.S. Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) funded programs. In addition to grants management services, MDG also provides administration and implementation services of housing and commercial rehabilitation programs, labor compliance monitoring, housing programs, and project management services.

Our consulting team is made up of highly qualified professional staff with expertise in all aspects of HUD's CPD Programs including, but not limited to, Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), Community Development Block Grant-Disaster Recovery (CDBG-DR) and Community Development Block Grant CARES Act (CDBG-CV). This includes the development of associated documents such as the Five-Year Consolidated Plan, One-Year Action Plans, Consolidated Annual Performance and Evaluation Reports (CAPERs), Analysis of Impediments to Fair Housing (AI), and grant level policies and procedures.

As requested in the RFP, this proposal is valid for not less than ninety (90) days from the date of submittal.

In addition, MDG acknowledges receipt of all RFP Addendas.

Provided herewith, is the information requested in your RFP. You may contact me at the following address, telephone number or e-mail should you have any questions regarding this proposal:

MDG Associates, Inc.
Rudy E. Muñoz, President
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730
(909) 476-9696 ext. 103
rmunoz@mdg-ldm.com

If you have any questions regarding this matter, please do not hesitate to call me at your convenience.

Respectfully Submitted,



Rudy E. Muñoz
President

Enclosure: Proposal

SECTION 1. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

MDG Associates, Inc. (MDG) was established in 1991 and has undergone steady growth since its inception. MDG is a corporation registered in the State of California. MDG is a registered Minority Business Enterprise (MBE) and Small Business (SB) with the State of California. In response to our clients' needs, MDG and its affiliate LDM Associates, Inc. (LDM) provide a wide variety of Community Development consulting services including, but not limited to: Grants Management; Project Management; Construction Management; Architectural Design; Urban Planning; and Labor Compliance Monitoring.

MDG Associates, Inc. is comprised of individuals with a wide variety of expertise including the services specifically requested by the City. Currently, MDG is comprised of 38 staff members. Of these staff members, 23 are knowledgeable and experienced in the administration and implementation of CDBG, HOME, ESG, and CalHome grants as well as one-time HUD grants such as Neighborhood Stabilization Programs (NSP), Homelessness Prevention and Rapid Rehousing Program (HPRP), CDBG-CV and ESG-CV under the CARES Act and HOME-ARP under the American Rescue Plan Act. The balance of our staff members are specialists in the programs and activities that utilize grant funds, such as housing/commercial rehabilitation programs, economic development programs, and labor compliance and project management for capital improvement projects.

MDG provides administrative and management services to cities that are seeking a consultant that can act as an extension of their staff and look after the best interests of the City.

Grants Management

MDG currently provides administration and implementation services for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), Community Development Block Grant-Disaster Recovery (CDBG-DR), and current one-time HUD grants such as CDBG-CV and ESG-CV under the CARES Act and HOME-ARP under the American Rescue Plan Act. In addition, MDG implements activities funded under the aforementioned programs such as Residential Rehabilitation, Commercial Rehabilitation, and First-Time Homebuyer, Capital Improvement Project Management, and Labor Compliance Monitoring and Enforcement.

The firm maintains an excellent relationship with the local HUD field offices as well as at the headquarters level (Washington D.C.). MDG has been providing training to grantees throughout the country on behalf of HUD Headquarters. The training has been in the areas of "Basically CDBG," Assessment of Fair Housing (AFH), Disaster Recovery Grant Reporting (DRGR), eCon Planning Suite, CPD Maps, and the Integrated Disbursement Information System (IDIS). Our staff currently assists grantees with regulatory compliance questions through the HUD Resource Exchange Ask a Question (AAQ) portal in the areas of CDBG, HOME, DRGR, CDBG-CV, and HOME-ARP. LDM's affiliate (MDG) is currently providing technical assistance (TA) to grantees throughout the country on behalf of HUD Headquarters in conjunction with the CPD Programs as well as HUD's reporting systems, the IDIS and DRGR systems.

MDG and its affiliate LDM are currently under direct contract with 26 cities and two (2) counties with HUD CPD funds totaling approximately \$80.5 million. Our services include the day-to-day implementation of their CPD grants and programs funded with the aforementioned grant funds. In addition, we provide services to other cities and counties on specific tasks such as IDIS input, subrecipient monitoring, federal labor standards (Davis-Bacon) compliance, monitoring CDBG, HOME and ESG grants, the preparation of HUD Section 108 Loan Guarantee applications, preparation of

Consolidated Plans, Annual Action Plans, and Consolidated Annual Performance and Evaluation Reports (CAPER).

In the past year, MDG has assisted more than 15 local jurisdictions to design and implement over \$50m of CDBG-CV and ESG-CV resources. Further, MDG has led HUD-funded national technical assistance efforts in both programs. MDG is also a leader in disaster response and recovery technical assistance and is currently supporting the State of California (wildfires) and the Commonwealth of Puerto Rico (hurricanes) to implement their CDBG-DR programs.

Our staff is knowledgeable in several computer programs including all of the Microsoft Office software, Microsoft Project, Adobe programs and HUD's online reporting databases. These include the Integrated Disbursement and Information System (IDIS), Disaster Recovery Grant Reporting System (DRGR), Recovery Act Management and Performance System (RAMPS), Performance and Accountability for Grants in Energy System (PAGE), HUD Environmental Review Online System (HEROS), and FederalReporting.gov.

Housing Rehabilitation

MDG along with its affiliate LDM is currently under contract with 17 cities throughout Southern California for the management and implementation of their housing rehabilitation programs, including single-family detached dwellings, condominium units, and mobile homes. During the last year, the firm processed and completed the rehabilitation of approximately 225 residential single-family dwellings, condominium units, and mobile homes. The funds utilized for the implementation of the rehabilitation programs included U.S. Department of Housing and Urban Development (HUD) funds such as CDBG and HOME funds as well as California Department of Housing and Community Development (HCD) funds such as State HOME and CalHome funds. Through the years, MDG has developed program guidelines and systems for different types of programs including, but not limited to, emergency repair programs, rental rehabilitation programs, owner-occupied – single family rehabilitation program, and mobile home repair programs. Our typical scope of work and responsibilities under these programs includes, but is not limited to, the overall administration of the program; reviewing applications for eligibility; preparing the environmental review record and associated clearances; loan underwriting and loan document preparation for loan-based programs; initial, progress, and final inspections; responding to contractor questions during the bidding process; construction management and oversight; reviewing and processing contractor payment requests; and preparing regulatory reports to HUD and HCD on behalf of our clients.

Commercial Rehabilitation

During the past 16 years, our firm has been assisting cities in the day-to-day administration and implementation of their Commercial Rehabilitation programs. During the past five (5) years, we have assisted eight (8) cities with the rehabilitation of approximately 55 commercial buildings. In addition, we are in the process of setting up two (2) new programs for the Cities of Upland and the City of Hesperia. The level of service requested by each city differs, however in most cases we provide the overall administration and implementation services. These include inspection, design services, project management and Davis-Bacon Compliance monitoring.

Labor Compliance (Davis-Bacon Act)

We are currently under contract to provide Labor Compliance services to 14 cities in Southern California. Our typical scope of work includes preparation and review of bid documents for compliance with Federal

labor standards and requirements including Davis-Bacon and Related Acts, Section 3, and Department of Labor (DOL) regulations; attend pre-construction meeting and present information on Davis-Bacon and Section 3 requirements; review submitted bid documents for compliance; establish and maintain contractor and subcontractor labor files; conduct employee field interviews and document posting compliance; reconcile weekly certified payroll reports and supporting documentation; monitor contractors for Section 3 accomplishments; schedule labor compliance file reviews prior to release of retention funds; and address and resolve any underpayment or deficiency issues.

Section 3

Our staff is experienced in the implementation of Section 3 employment, contracting and training requirements under the 2020 Final Rule (24 CFR Part 75). Currently, we monitor labor compliance activities on 15 projects with a combined construction value of over \$12.5 million. Of these projects, ten (10) are Section 3-covered projects assisted with \$200,000 or more of federal housing and community development assistance.

Neighborhood Stabilization Program

MDG is currently working with a number of Cities throughout the U.S. under direct contract with HUD and under HUD's Technical Assistance program for the closeout and technical assistance of their Neighborhood Stabilization Program grants. MDG staff is currently working with HUD on conducting training and workshops on both closeout and NSP post closeout to inform recipient of the funds as to its obligations post closeout of the grant. This includes reporting, monitoring affordability, and the reuse of program income funds. In addition, MDG staff is currently providing technical assistance for HUD and is part of the NSP "Ask a Question" portal where grantees submit questions regarding the program.

CARES Act (CDBG-CV) Program Administration

MDG is currently working with the State of California's CARES Act (CDBG-CV) programs as well as a number of Cities throughout southern California to establish and implement the administrative functions of the program. Duties include the preparation of the Action Plan amendments, preparation of subrecipient agreements, processing payment requests and monitoring agencies for compliance. In addition, MDG staff is currently working with HUD to provide on-call technical assistance and is also part of the CARES Act (CDBG-CV) "Ask a Question" portal for grantees to submit questions regarding the program.

Design Services

MDG has vast experience in the needs of Cities implementing federally, State or locally funded Commercial Rehabilitation programs and the multitude of requirements that affect the implementation of these programs. These requirements include, but are not limited to, CDBG requirements that are specific as to the eligible improvements and the Davis-Bacon requirements which add a substantial cost increase to projects thereby requiring the designs to be more cost-effective.

OTHER COMPARABLE CONTRACTS

The following represents comparable contracts in which MDG or its affiliate LDM is currently providing services:

City of Fontana:

Services: Responsible for the day-to-day CDBG/HOME/ESG and NSP program administration to include preparation of Annual Action Plans, CAPER's, Consolidated Plan, Analysis of Impediments to Fair Housing Choice, oversight and monitoring of subrecipients, IDIS input and management, Davis-Bacon monitoring, review and processing of invoices, coordination with the Finance Department on drawdowns, coordination with Public Works on Capital Improvement Projects including compliance with Section 3 requirements, preparation of staff reports, attending City Council meetings.

Contract Price: \$246,000 (not inclusive of Consolidated Plan and AI)

Dates of Contract: 2009 to present

Contact Person: Ms. Valerie Gonzales, Housing Manager – (909) 350-6625

City of Irvine:

Services: CDBG/ESG/HOME/CDBG-CV/ESG-CV Program Administration and Technical Assistance; Irvine Recovery Plan (ARPA) grant program administration and implementation; CDBG and HOME funded Residential Rehabilitation Program implementation; OneIrvine Home Improvement Loan Program implementation; Analysis of Impediments to Fair Housing (AI); Five-Year Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon and Section 3 Compliance.

Contract Price: \$670,000

Dates of Contract: 2001 to Present

Contact Person: Ms. Keri Bullock, Neighborhood Services Administrator - (949) 724-6430

City of Hawthorne:

Services: Responsible for the day-to-day CDBG and HOME program administration to include preparation of Annual Action Plans, CAPER's, Consolidated Plan, oversight and monitoring of subrecipients and CHDOs, IDIS input and management, Analysis of Impediments to Fair Housing Choice, review and processing of invoices, coordination with the Finance Department on drawdowns, coordination with Public Works on Capital Improvement Projects, preparation of staff reports, attending City Council meetings.

Contract Price: \$391,000 (not inclusive of Consolidated Plan and AI)

Dates of Contract: 2002 to 2010 and 2014 to Present

Contact Person: Ms. Kimberly Mack, Director of Housing – (310) 349-1603

City of Upland

Services: CDBG Program Technical Assistance; CalHome Program Implementation; Redevelopment Consultation; Housing Rehabilitation Program Implementation (4 separate programs); Commercial Rehabilitation Program Implementation; Homebuyer Assistance Program; Project/Construction Management; Davis-Bacon Compliance; Analysis of Impediments; Planning Services; Consolidated Plan/Action Plan/CAPER preparation.

Contract Price: \$283,000 (not inclusive of Consolidated Plan)

Dates of Contract: 2004 to present

Contact Person: Mr. Robert Dalquest, Development Services Director – (909) 931-4148

RECENT RELATED EXPERIENCE

In the last three consolidated plan cycles, we have completed 52 Consolidated Plans, 34 Analysis of Impediments to Fair Housing (AI) Choice and four (4) Assessments of Fair Housing.

Consolidated Plans	
Apple Valley (2022-2026) Albuquerque, NM (2018-2022) Baldwin Park (2010-2014; 2015-2019, 2020-2024) Compton (2010-2014; 2015-2019) Corona (2015-2019; 2020-2024) Downey (2020-2024) El Monte (2010-2014; 2015-2019) Fontana (2010-2014; 2015-2019; 2020-2024) Hawthorne (2010-2014; 2015-2019; 2020-2024) Hesperia (2015-2019; 2020-2024) Inglewood (2022-2026) Irvine (2010-2014; 2015-2019; 2020-2024) La Habra (2020-2024) Lancaster (2010-2014) Menifee (2017-2021)	Newport Beach (2010-2014; 2015-2019; 2020-2024) Oceanside (2020-2024) Ontario (2010-2014) Palmdale (2010-2014; 2015-2019; 2020-2024) Paramount (2012-2016; 2017-2021; 2022-2026) Redlands (2009-2013; 2015-2019) Rialto (2010-2014; 2015-2019; 2020-2024) Riverside (2010-2014) Rancho Cucamonga (2020-2024) Santa Ana (2020-2024) Temecula (2017-2021; 2022-2026) Upland (2010-2014; 2015-2019; 2020-2024) Victorville (2022-2026)
Analysis of Impediments to Fair Housing (AI) Choice or Assessment of Fair Housing (AFH)	
Apple Valley (AFH in 2022) Baldwin Park (2010; 2015; 2020) Corona (2015; 2020) Compton (2010; 2015) Downey (2020) El Monte (2010; 2015) Fontana (2010; 2015; 2020) Hawthorne (2010; 2015; 2020) Hesperia (2015; 2020) Irvine (2010; 2015) Menifee (2017)	Ontario (2010) Palmdale (2010; 2015; 2020) Paramount (2012; AFH in 2017) Rialto (2010; 2015; 2020) Rancho Cucamonga (2020) Redlands (2009) Temecula (AFH in 2017) Upland (2010; 2015) Whittier (2015) Victorville (AFH in 2022)

The table in the following page represents the prior experience performing similar services for municipalities.

Public Agencies Provided Services in Last 5 Years with Most Recent within Last 2 Years.

Client	Con Plan/ AI/CPP	CDBG HOME Grant Mgmt.	CDBG/ HOME TA	Housing/ Comm. Rehab. Admin.	Housing/ Comm. Rehab. TA	CARES Act or CDBG-CV TA	Davis-Bacon Monitoring / Section 3	Disaster Recovery (CDBG-DR)	Misc. HUD Programs TA
Services Provided in Last 2 Years									
Apple Valley, CA	X	X		X		X	X		
Azusa, CA							X		
Baldwin Park, CA	X		X						
Carson, CA			X	X		X			
Commerce, CA		X		X					
Commonwealth of Puerto Rico			X*		X			X	
Corona, CA	X	X		X		X	X		
County of Allegheny, PA			X						
County of Henrico, VA			X*						X*
County of Imperial, CA									X
County of Los Angeles, CA			X						X
County of Orange, CA						X			
County of San Bernardino, CA			X						X
Dallas, TX			X		X				
Downey, CA	X	X		X		X			X
Duarte, CA		X					X		
Fontana, CA	X	X		X		X	X		
Fresno, CA			X		X				
Hawthorne, CA	X	X		X		X	X		
Hesperia, CA	X	X		X		X	X		X
Irvine, CA	X	X		X		X	X		X
La Cañada Flintridge, CA		X		X					X
La Habra, CA	X		X	X		X			
Los Angeles, CA			X						X
New York City						X			
Palmdale, CA	X	X		X		X	X		X
Paramount, CA	X	X		X		X	X		X
Rancho Cucamonga, CA	X	X		X		X			X
San Dimas, CA		X		X					
San Juan, PR			X*		X*				
Santa Ana, CA	X		X			X			X
Seattle, WA			X*						X*
State of California			X			X		X	
State of Iowa			X*		X*	X*			
State of New Mexico			X						X
State of North Dakota			X*		X*				
Temecula, CA	X	X			X	X	X		
Tucson, AZ			X*						X*
Upland, CA	X	X		X		X	X		X
Walnut, CA		X		X			X		
Services Provided in Last 5 Years									
Albuquerque, NM	X		X		X				
Arecibo, PR			X*		X*				
County of Harris, TX								X	
County of Santa Barbara, CA		X							X
Detroit, MI			X*		X*				
Houston, TX								X	
Kansas City, KS			X*						
County of Riverside, CA	X								
Simi Valley, CA			X*		X*				X*
State of Utah			X*						X*
Tulsa, OK			X*						X*

*Conducted on behalf of HUD

CLIENT REFERENCES

In addition to the contacts for the comparable contracts listed under this Section, please feel free to contact any of the following additional client references:

City of Corona – Cynthia Lara, Administrative Services Manager

Services Provided: CDBG Program Administration and HOME Technical Assistance including all aspects of the CDBG Program as well as assistance with affordable housing projects and Davis-Bacon Compliance Monitoring.

Date of Contract: 2010 to Present

Phone Number: (951) 739-4963; email address: Cynthia.Lara@CoronaCA.gov

City of Fontana – Valerie Gonzales, Housing Manager

Services Provided: CDBG/HOME/CDBG-R/NSP Program TA; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon/Section 3 Compliance; Policies and Procedures for FTHB and Housing Rehabilitation Programs.

Date of Contract: 2009 to Present

Contact Person: Phone Number: (909) 350-6625; email address: vgonzales@fontana.org

City of Hawthorne – Kimberly Mack, Director of Housing

Services Provided: CDBG/HOME Program Administration and Technical Assistance; CDBG and HOME funded Housing Rehabilitation Program Implementation; RDA funded Commercial Rehabilitation Program Implementation; Community Project Fund (CPF) administration; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation.

Date of Contract: 2002 to 2010 and 2014 to Present

Phone Number: (310) 349-1603; email address: kmack@cityofhawthorne.org

City of Irvine – Keri Bullock, Neighborhood Services Administrator

Services Provided: CDBG/ESG/HOME/CDBG-CV/ESG-CV Program Administration and Technical Assistance; Irvine Recovery Plan (ARPA) grant program administration and implementation; CDBG and HOME funded Residential Rehabilitation Program implementation; OneIrvine Home Improvement Loan Program implementation; Analysis of Impediments to Fair Housing (AI); Five-Year Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2001 to Present

Phone Number: (949) 724-6430; email address: kbullock@cityofirvine.org

City of Upland – Robert Dalquest, Development Services Director

Services Provided: CDBG Program Technical Assistance; CalHome and RDA funded Housing Rehabilitation Program Implementation (4 separate programs); RDA funded Commercial Rehabilitation Program Implementation; CalHome and RDA funded Homebuyer Assistance Program; Project/Construction Management; Davis-Bacon and Section 3 Compliance; Analysis of Impediments; Planning Services; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; affordable housing monitoring.

Date of Contract: 2004 to Present

Phone Number: (909) 931-4148; email address: rdalquest@ci.upland.ca.us

SECTION 2. PROPOSED STAFFING AND PROJECT ORGANIZATION

The members of our consulting group proposed to provide direct CDBG, HOME, and HUD Programs Administration support services include Rudy E. Muñoz, Clint Whited, Esther Luis, and Rochelle Bridges.

Rudy Muñoz, President – Mr. Muñoz is the authorized signatory for contracts on behalf of MDG Associates and will support the assigned consultant team as-needed.

Clint Whited, Senior Vice President – Mr. Whited will assist the assigned project manager on as needed basis on all related CDBG, HOME and other HUD grant programs.

Esther Luis, Director – Ms. Luis will be the project manager on behalf of MDG and will be the City's direct point of contact for the day-to-day administration of the CDBG Program. Esther will be assisted by other MDG staff included in this proposal as well as other subject matter expert (SME) staff member that are required in order to perform the tasks assigned by the City. Esther will be the primary MDG staff person responsible for the development of the Annual Action Plans and CAPERs.

Rochelle Bridges, Associate – Ms. Bridges will assist the assigned project manager in various tasks associated with the administration and implementation of the CDBG and HOME programs. Task may include, but not limited to, monitoring of subrecipients, financial reconciliations, and reporting. Rochelle will also participate in the development of the Annual Action Plans and CAPERs. Rochelle will assist with data collection/analysis and input of final data into IDIS.

Marc Hughes, Associate – Mr. Hughes will assist with labor compliance monitoring services. Additional subject matter expert (SME) staff may assist on an as-needed basis to address specialized cross-cutting requirements such as Davis-Bacon (labor compliance monitoring), Section 3, and HOME funded projects.

PROJECT TEAM BIOGRAPHIES:

Rudy Muñoz, President – Rudy Muñoz is the President and founder of MDG Associates, Inc. With more than 37 years of experience in the community development field, Mr. Muñoz' primary focus is on assisting municipalities with all aspects of the administration and implementation of their HUD-funded CPD Programs. These include, but are not limited to, the Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), Neighborhood Stabilization Program (NSP), Community Development Block Grant – CARES Act (CDBG-CV) and Community Development Block Grant – Disaster Recovery (CDBG-DR) programs. Rudy works hand-in-hand with municipalities on the development of implementation strategies and tools that facilitate the management of their CPD programs, providing training for the HUD CPD Programs, and at times implementing the day-to-day functions of the programs. These functions include all phases of the program implementation from the initial development of Consolidated Plans and Action Plans for the various programs up to the programmatic and financial closeout of projects and grants. He assists grantees in developing HUD mandated Policies and Procedures for the overall management and oversight of the various CPD Programs as well as individual activities funded under these programs such as Housing Rehabilitation, Commercial Rehabilitation, and Homebuyer Programs.

Rudy is a Certified HOME Specialist and is a subcontractor to national Technical Assistance (TA) providers through HUD's OneCPD and communities throughout the U.S. in CDBG, HOME, NSP, and

CDBG-Disaster Recovery Programs. He currently provides training at the national level in “Basically CDBG”, Assessment to Fair Housing (AFH), Integrated Disbursement and Information Systems (IDIS), and the Disaster Recovery Grant Reporting System (DRGR). He is a beta tester for HUD on the Disaster Recovery Grant Reporting system. Because of his fluency in Spanish, he has provided many of the aforementioned training in Spanish for the Commonwealth of Puerto Rico and its municipalities.

Prior to his time with MDG, Rudy worked for several municipalities in Southern California. Mr. Muñoz received a Bachelor of Architecture (BArch – 5-yr degree) from California Polytechnic University in Pomona.

Clint Whited, Senior Vice President – Clint Whited joined MDG Associates, Inc. in 2006 and currently serves as Senior Vice-President of Grants Management. With more than 19 years of experience in the planning and implementation of federal grants including those offered by the U.S. Department of Housing and Urban Development – Office of Community Planning and Development, Mr. Whited assists municipalities with all aspects of Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) management.

Clint focuses on strategic community investment in affordable housing, development of infrastructure and coordinating the supportive services necessary to achieve local goals and to affirmatively further fair housing choice. His work in these areas includes over 52 Consolidated Plans, 200 Annual Action Plans, 34 Analysis of Impediments to Fair Housing Choice, and two Assessment of Fair Housing (AFH) documents. He is a Certified HOME Specialist (Regulations) and is a national technical assistance provider through HUD’s OneCPD technical assistance initiative. Before joining MDG, Clint was a Contract Compliance Specialist for the Los Angeles County Community Development Commission – the second largest Urban County CDBG program in the nation. His responsibilities included contract development, monitoring the implementation of CDBG funded activities implemented by participating cities and non-profit organizations. His work with the Urban County included the development of labor standards policies and procedures covering the Davis-Bacon Act, Minority and Women’s Business Enterprise and Section 3 of the Housing and Community Development Act.

Clint received a Bachelor of Science in Public Policy and Management from the University of Southern California’s School of Policy, Planning and Development, with an emphasis on organizational management and public sector accounting.

Esther Luis, Director – Esther Luis joined MDG Associates, Inc. in 2000 and currently serves as Director of Grants Management. With more than 22 years of experience in the planning and implementation of federal grants including those offered by the U.S. Department of Housing and Urban Development – Office of Community Planning and Development, Ms. Luis assists municipalities with all aspects of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) as well as Housing Rehabilitation Program administration. Esther focuses on the day-to-day aspects of CPD program administration and compliance, including Consolidated Plan and Action Plan development and implementation, Integrated Disbursement and Information System (IDIS) functionality and management, subrecipient management, and monitoring. Esther often goes into cities that require a revamping of their internal systems to comply with HUD monitoring findings. Before joining MDG, Esther was a Contract Compliance Specialist for the Los Angeles County Community Development Commission – the second largest Urban County CDBG program in the nation. Her responsibilities included contract development, monitoring the implementation of CDBG funded activities implemented by participating cities and non-profit organizations.

Esther received a Bachelor of Arts in Sociology/Business Administration from the University of California, Los Angeles (UCLA).

Rochelle Bridges, Associate – Rochelle Bridges joined MDG Associates, Inc. in 2020 and currently serves as an Associate on the Grants Management team. Rochelle focuses on the day-to-day implementation of federal grants with an emphasis on administration, compliance, and technical assistance at multiple levels of grant implementation. This includes CDBG subrecipient oversight and monitoring, subrecipient application (e.g., NOFA responses) and applicant eligibility reviews, the review of subrecipient payment requests and Quarterly Performance Reports. She has been responsible for performing applicant eligibility reviews for the CDBG-CV and ESG-CV programs as well as the state of California's \$2.6 Billion COVID-19 Rent Relief Program (RRP) funded by U.S. Treasury. Her work in these areas includes: applicant and eligibility review, including income determinations, and the provision of direct technical assistance to subrecipients and beneficiaries regarding their applications; reviewing invoices for compliance with applicable requirements (e.g., subrecipient agreement provisions and financial management and procurement requirements at 2 CFR 200, etc.); monitoring CPD grantees and subrecipients to ensure compliant documents are present in project files; and reconciliation of CPD grantee accounting records with the Integrated Disbursement and Information System (IDIS).

Rochelle is an Associate of Science in Psychology, Sierra College – Rocklin, CA; and Associate of Science in Social and Behavioral Sciences, Sierra College – Rocklin, CA.

Marc Hughes, Associate – Marc Hughes joined MDG Associates, Inc. in 2018 and currently serves as an Associate on the Grants Management team. Over the past three (3) years, Marc has led the company's labor compliance and Section 3 monitoring program. The labor compliance monitoring has included both State of California as well as the federal Davis-Bacon and Related Acts (DBRA). Marc has been responsible for labor compliance monitoring for over 15 cities and over 30 projects during that same time period. Marc focuses on implementing monitoring strategies to assist cities and contractors through the various labor compliance regulations imposed by federal and state grants. Marc is responsible for ensuring that all contractors and subcontractors are well informed of the reporting requirements during the pre-bid and pre-construction meetings. He is responsible for collecting, reviewing, and working with contractors on ensuring that all workers are paid prevailing wages as established by the regulatory agencies.

The resumes of the staff members listed above are included in the Appendix "A" Resume of Key Personnel of this document.

MDG acknowledges that the key personnel proposed will be available to the extent for the duration of the project and any key personnel shall not be removed or replaced without the prior written consent of the City.

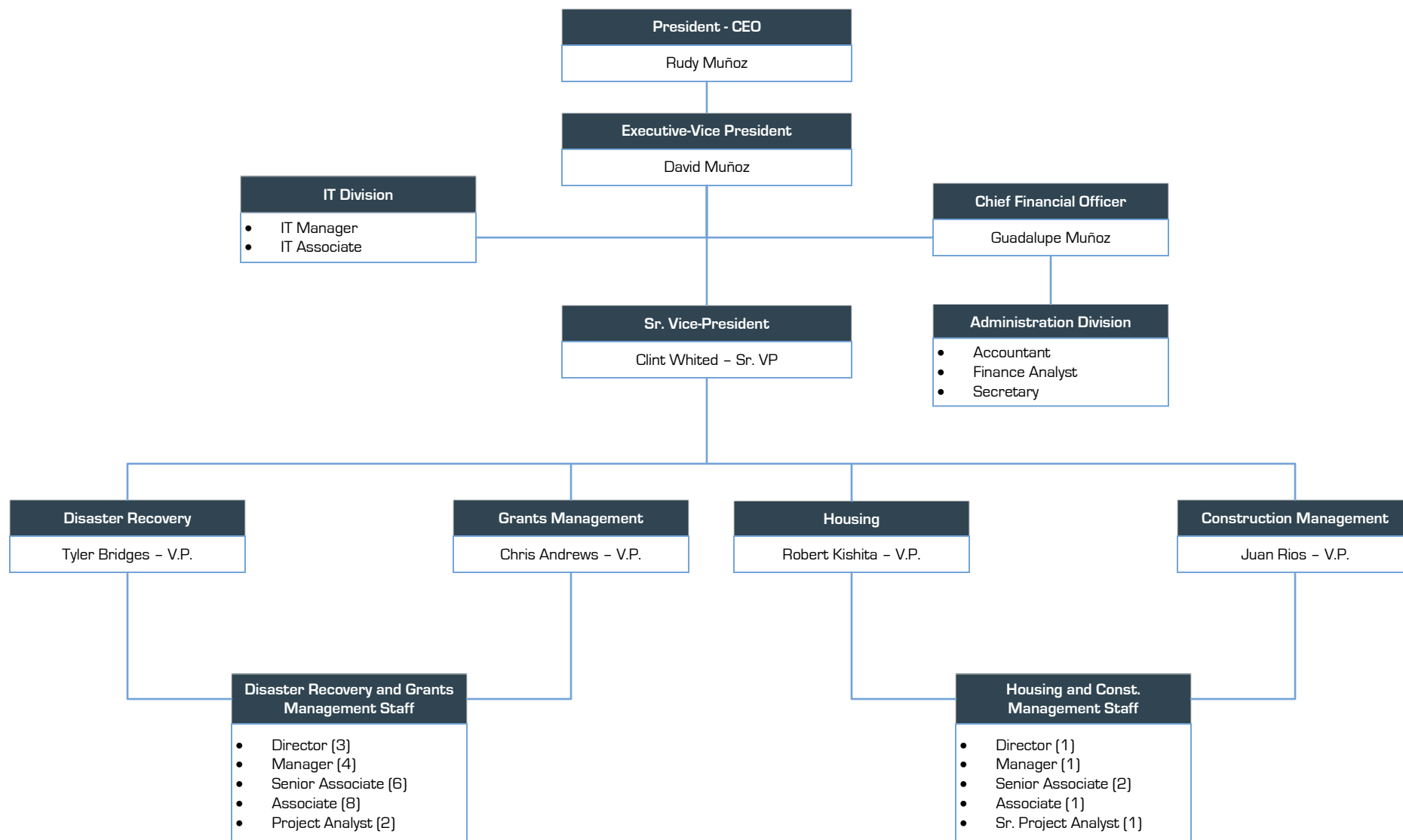
Organizational Chart:

As requested in the City's RFP, MDG's organizational chart is in the following page.



MDG
Associates, Inc.

ORGANIZATION CHART



SECTION 3. WORK PLAN AND SCOPE OF WORK

METHODOLOGY

MDG implements a team approach for the administration of the HUD entitlement grant programs. This approach allows us to control costs to the City by having lower-level staff complete tasks that do not require a senior level staff member to complete. This team approach also allows us to assign individuals with expertise in certain areas to complete those tasks. The work program for each City varies depending on the City's needs.

Over the years, we have developed systems for the administration of CDBG and HOME Programs that include copyright protected documents and forms. If selected, these systems will be offered to the City as part of our services. As a result of these successful systems, we were selected by HUD Headquarters to develop the CDBG e-Learning curriculum that is available to those wishing to learn about the CDBG Program and how to implement programs.

Our philosophy is that it is our responsibility not only to administer and implement the programs but to provide technical assistance to the City and its subrecipients so they can be successful in achieving their goals and implement successful programs that will benefit the low- and moderate-income residents of the City. In addition, MDG will provide advice and strategies to assist the City in achieving its housing and community development goals in compliance with HUD regulations and requirements.

APPROACH TO WORK PROGRAM

MDG proposes to provide services to the City of Gardena primarily from our offices, with meetings taking place via video conference, remotely through Microsoft Teams or similar virtual technology and/or in-person at Gardena City Hall upon request. We anticipate becoming an extension of City staff and would provide scheduling to meet the demands of the programs and the needs of the City. In addition, we would make ourselves available to attend City Council meetings as requested by staff. We will make ourselves available during non-scheduled hours should the need arise by providing staff with our cell phone numbers.

MDG proposes to have Ms. Esther Luis oversee the administration of all programs remotely through Microsoft Teams or similar virtual technology and on-site as requested by the City. Ms. Luis will be the primary contact during the development of the Consolidated Plan and Ms. Luis will be assisted by Mr. Clint Whited on as needed basis. Ms. Rochelle Bridges will assist Ms. Luis in the day to day implementation of the CDBG/HOME Programs, including tasks such as subrecipient monitoring, contract management, electronic file maintenance, and invoice review/processing. Mr. Marc Hughes will assist with all Labor Compliance monitoring services. Additional staff may assist on as needed basis.

Anticipated Program Year Schedule

The following schedule represents an anticipated program year schedule to implement in partnership with City staff.

PROGRAM YEAR SCHEDULE

ANTICIPATED PROGRAM YEAR SCHEDULE	
Publish Notice of Funding Availability to City Departments (and to third-party non-profits in years the Consolidated Plan is developed)	Early October/ Early November
Notice of Funding Availability Workshop and Application	Early November
Application Due Date	Early December
Eligibility Review Due to Staff	Early January
Committee of the Whole Meeting (if required)	February
Publish Public Hearing Notice and Public Review of Action Plan	Early April
City Council: Public Hearing and Adoption of the Action Plan	Early May
Submit Action Plan to HUD	Mid-May
Prepare Environmental Reviews and Contracts	Early/Mid-June
Program Year Begins	Early July
Quarterly Reports	October, January, April, July
Draft CAPER for most recent completed program year	July – August
Public Notice – 15-day public review of CAPER	Late August
Public Hearing and acceptance of the CAPER	Mid-September
CAPER submission to HUD	Late September

Labor Resources:

The following table represents the projected labor-hour allocation to the project by individual task necessary to complete the scope of work:

Labor-Hour Allocation

Scope of Work	Staff Person	Labor-Hour Assignment
CDBG Administrative Services	Senior Vice President	1 Hour / wk.
	Director	8 Hours / wk.
	Associate	8 Hours / wk.
HOME Administrative Services	Senior Vice President	As Needed
	Director	As Needed
	Associate	As Needed
Labor Compliance Services	Senior Vice President	0 Hours / wk.
	Director	1 Hour / wk.
	Associate	2 Hours / wk.

***The labor-hour allocation may vary to meet the City's business needs.**

Five-Year Planning Documents Program Years 2026 - 2030 <i>Work to be performed from July 1, 2025 – May 15, 2026</i>	
Component	Not-to-Exceed
2026-2030 Consolidated Plan	Lump Sum Price
2026-2030 Analysis of Impediments to Fair Housing Choice	Lump Sum Price
Lump Sum Price	

***See Appendix "D" Price Form**

Resources Required:

All items for remote service and electronic recordkeeping will be provided by MDG.

SCOPE OF WORK

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ADMINISTRATION SERVICES (CDBG / HOME)

CDBG Administrative Services:

1. Provide general CDBG Administrative Services and sub-recipient technical support. Review and process invoices.
2. Develop, implement and administer eligible CDBG programs.
3. Provide annual sub-recipient monitoring at their place of business, prepare monitoring letters and complete follow up activities as needed.
4. Assist City staff in maintaining information on the Integrated Disbursement and Information System ("IDIS").
5. Review and input sub-recipient quarterly reports into IDIS.
6. Represent the City at community meetings, City Council, meetings with City staff, or workshops as needed or directed.
7. Facilitate communication between the City and HUD.
8. Ensure public works projects using CDBG funds comply with CDBG regulations.
9. Review applications and projects for compliance with the National Environmental Policy Act ("NEPA").
10. Prepare all required HUD reports.
11. Develop and update Federal regulations policy/procedures manuals as necessary.
12. Prepare and submit to the appropriate entity the following plans:
 - Annual Action Plan
 - Consolidated Annual Performance and Evaluation Report
13. Prepare and implement all public outreach programs and public participation under the CDBG program as necessary.
14. Any other associated CDBG administration duties as needed.

HOME Administrative Services:

1. Provide general HOME Administrative Services and technical support as needed.

Assist with Davis Bacon Prevailing Wage monitoring:

1. Prepare labor compliance documents,
2. Facilitate Labor Compliance Pre-Construction Mtg Determine contract wage rate.
3. Obtain all apprentice documentation.
4. Set up labor standards enforcement files.
5. Ensure completeness of all required labor compliance documents.
6. Complete additional contractor verifications for those that have expired (CSLB, DIR and SAM).
7. Interview contractor, sub and unlisted service providers.
8. Verify job postings.
9. Cross reference interviews against CPRs.
10. Review certified payrolls from contractors and subs. Review apprentice certs and compliance with wage scales and ratios as prescribed by the apprentice program.

11. Prepare due process notifications to contractors of violations.
12. Provide technical assistance to contractors as necessary to resolve all findings prior to release of retention.

Consolidated Plan 2026-2030

Develop a Consolidated Plan for program years 2026 through 2030 in accordance with Title 24 of the Code of Federal Regulations (CFR) Part 91, and other requirements set forth by federal regulation and the HUD Office of Community Planning and Development (CPD).

- Prepare the City's Consolidated Plan using the consolidated plan template in IDIS and the eCon Planning Suite tool to assess needs and make strategic decisions.
- Perform relevant consultations with agencies that provide housing and social services to include relevant groups, such as the local public housing authority and Continuum of Care, as required by 24 CFR Part 91 Subpart B.
- Assist City staff in facilitating public participation in the development of the Consolidated Plan. The consultant will be required to generate and implement an effective public consultation process that encourages residents to participate in the Consolidated Plan process. The consultant is expected to:
 - Conduct at least one (1) community meeting.
 - Participate in at least one (1) presentation at a public hearing before the City Council.
 - Develop at least one (1) community survey in multiple languages that include the City's Limited English Proficiency Plan (LEP) languages.
 - Complete other additional specific actions as required by HUD.
 - Prepare draft public hearing notices and other public notices as may be applicable.
 - Analyze the data tables provided by the IDIS Consolidated Plan template, and provide additional data collection as necessary.
 - Assess the existing community need and make recommendations to the City for the development of new strategies, goals, and priorities for the five-year period.
 - Develop and incorporate a performance measure component as required by HUD regulations to monitor activities carried-out to achieve Consolidated Plan goals.
 - Prepare Staff Reports and PowerPoint Presentations to facilitate adoption of the Consolidated Plan.
 - Make public presentations to the City Council or other audiences as necessary to facilitate adoption of the Consolidated Plan.
 - Summarize public comments and prepare the technical appendices / attachments.
 - Enter the Consolidated Plan into IDIS.

2026-2030 Assessment of Fair Housing / Analysis of Impediments (AFH/AI)

- Prepare an AFH/AI pursuant to HUD guidelines.

- Utilize the data provided by HUD, which includes geospatial data, tabular data, disproportionate housing needs, and outstanding discrimination findings, to assess fair housing issues in the community.
- Provide an analysis of fair housing issues using HUD data and available local measures, such as local housing policies and zoning codes.
- Conduct one (1) community meeting to engage the public to inform and solicit ideas about local issues and concerns.
- Provide a summary of the leading fair housing challenges and opportunities in the community and prioritized goals for progress.
- Incorporate AFH findings into subsequent Consolidated Plans and use the AFH to inform program development.
- Solicit public input on draft AFH from key stakeholders such as private agencies, public agencies, and community groups.
- Prepare Staff Reports and PowerPoint Presentations to facilitate adoption of the AFH/AI.
- Make public presentations to the City Council or other audiences as necessary to facilitate adoption of the AFH/AI.
- Summarize public comments and prepare the technical appendices / attachments.
- Submit the AFH/AI to HUD if required.

SECTION 4. EXCEPTIONS / DEVIATIONS

MDG does not have any exceptions to or deviations from the requirements specified in the City's RFP.



MDG
Associates, Inc.

APPENDIX "A"

Resumes of Key Personnel

**RUDY MUÑOZ**

President

AREAS OF EXPERTISE

Grants Management
 HUD CPD Programs
 Disaster Recovery Programs
 CARES Act
 Disaster Recovery Grant
 Reporting (DRGR) System
 Uniform Administrative
 Requirements-2 CFR Part 200

YEARS OF EXPERIENCE

37 Years

CERTIFICATIONS/TRAINING

Certified HOME Program
 Regulations
 California General Contractor
 No. 681042
 ICBO Earthquake Retrofit -
 Wood Frame Certification
 Certified Lead Visual Inspector

EDUCATION

Bachelor of Architecture
 California Polytechnic
 University - Pomona

WORK HISTORY

MDG Associates, Inc.
 1991 - Present
 City of Huntington Park
 1988 - 1991



MDG
 Associates, Inc.

Rudy Muñoz serves as President and founder of MDG Associates, Inc. Over the past 31 years, he has assisted cities and counties with the design, administration, and implementation of their HUD-funded CPD Programs, including, but not limited to the CDBG, HOME, NSP and CDBG-DR programs. Rudy works with government agencies on the development of implementation strategies and tools that facilitate the management of their programs. He has been involved in HUD Disaster Recovery Programs since the 1994 Northridge Earthquake, where he directed the rehabilitation of over 300 homes for two cities in Los Angeles County. Rudy works as a subcontractor to several national Technical Assistance (TA) providers through HUD's Community Compass initiatives. He has provided classroom training on behalf of HUD including Basically CDBG, Assessment of Fair Housing (AFH), CPD Maps, eCon Planning Suite, and the Disaster Recovery Grant Reporting (DRGR) system. Due to his Spanish fluency, he has also provided all of the aforementioned training in Spanish for the Commonwealth of Puerto Rico and its municipalities.

PROJECT SPECIFIC EXPERIENCE

State of California - Disaster Recovery and Mitigation Grant Financial Management, Data, and Reporting

Subject Matter Expert – Team Co-lead | November 2019 - Current

Rudy is the working group co-lead for the implementation of the 2017, 2018, and 2020 disaster recovery and mitigation grants financial management, data, and reporting (FDR) unit of the State of California Housing and Community Development (HCD) Disaster Recovery unit. In total, he is working with seven disaster recovery and mitigation grants totaling approximately \$1.5 billion. Building on the basic framework of the CDBG program regulations, CDBG-DR Federal Register Notices, and the 2 CFR Part 200 regulations, Rudy has led the preparation of financial management policies and procedures, the development of standard operating procedures (SOPs), workflows, forms and documents, checklists, and system tools to assist HCD-DR staff in the fiscal management aspects of the disaster recovery and mitigation grants. He is assisting in conducting regularly scheduled reconciliations of their labor costs as well as the reconciliation across the three different program level systems (DRGR, Fi\$CaI, and Grants Network) and one project level system (eGrants). Rudy also provides technical assistance and training to new staff assigned to the disaster recovery program and regularly provides training for subrecipients in matters related to financial management.

Programs: CDBG-DR | CDBG-MIT | 2 CFR Part 200

Client: Wendy Nelson, Section Chief – Fiscal Compliance, California HCD
 2020 W. El Camino Avenue, Suite 200, Sacramento, CA 95833
 wendyp.nelson@hcd.ca.gov (916) 841-8996

**RUDY MUÑOZ**

President

PROJECT SPECIFIC EXPERIENCE**Rehabilitation Programs (multiple agencies)****Program Manager / President | 1985 - Current**

Rudy has provided residential and commercial rehabilitation program administration services to the City of Upland in addition to approximately 40 other grantees / participating jurisdictions in the last 30 years. Rudy's services to Upland have supported improvements to residential and commercial structures in the low- and moderate-income sections of the community. Rudy has designed and implemented housing rehabilitation programs utilizing a variety of grants including, but not limited to, CDBG, HOME, state, and local redevelopment funds that resulted in the rehabilitation of over 1,000 residential dwellings. In addition, he has designed and implemented commercial rehabilitation programs utilizing CDBG and local funds that has resulted in the renovation of over 200 commercial buildings in commercial districts that serve the low- and moderate-income community. In this role, Rudy has developed program guidelines, policies and procedures, implementation forms and documents, and tracking and monitoring systems for these programs. Rudy is currently overseeing MDG program staff implementing these programs in cities across Southern California.

Programs: CDBG | HOME | Housing Rehabilitation | Commercial Rehabilitation

Client: Liz Chavez, Development Services Manager, City of Upland
460 N. Euclid Avenue, Upland, CA 91786 lchavez@ci.upland.ca.us (909) 931-4146

City of Paramount (plus various other cities), HUD CPD Programs Administration/Housing & Commercial Rehabilitation Administration**Program Manager / President | 2001 - Current**

Rudy has provided program administration services to the City of Paramount in addition to 30 other grantees / participating jurisdictions during the last 20 years. Rudy's services to Paramount have supported improvements to a number of community facilities and infrastructure projects in the low- and moderate-income sections of the community. Rudy has designed and implemented a housing rehabilitation program utilizing HOME program funds that resulted in the rehabilitation of over 350 homes. In addition, he has designed and implemented a commercial rehabilitation program utilizing CDBG funds that has resulted in the renovation of over 60 commercial buildings in the City's core commercial district that serves the low- and moderate-income community. In this role, Rudy has developed program guidelines, supporting forms and documents, and tracking and monitoring systems for all of these programs to ensure compliance with CDBG and HOME regulations. Rudy is currently overseeing MDG program staff implementing these programs in cities across Southern California.

Programs: CDBG | HOME | Housing Rehabilitation | Commercial Rehabilitation

Client: John Carver, Community Development Director, City of Paramount
16400 Colorado Avenue, Paramount, CA 91723 jcarver@paramountcity.com (562) 220-2048

**RUDY MUÑOZ**

President

PROJECT SPECIFIC EXPERIENCE

“Basically CDBG” Curriculum Trainer / TA

Subject Matter Expert /Co-Lead Trainer | 2010 - Current

Rudy was a co-trainer under contract to Enterprise Advisors and ICF for HUD’s live in-person Basically CDBG Trainings from 2010 to 2017, which culminated in a recorded session in Atlanta, GA that was subsequently edited and used as part of HUD’s Basically CDBG Online e-learning curriculum that is available to the public on the HUDEXchange.info website. Rudy also worked with Enterprise and HUD Headquarters staff to produce the Basically CDBG Online e-learning curriculum that is currently posted to the HUDEXchange.info website (2019-2020). Specifically, Rudy assisted in writing the content for the topical capacity building modules, made recommendations for edits to the live video recordings and reviewed all content for consistency with current HUD policy and guidance. Rudy assisted in the translation of the Basically CDBG training slide deck and manual into Spanish and provided the training in Spanish for the Commonwealth of Puerto Rico.

Programs: CDBG | Federal Crosscutting

Client: Diane Lobasso, Senior Advisor, HUD Office of DAS for Grants Programs
451 7th St. SW, Washington, D.C., 20410 Diane.L.Lobasso@hud.gov (202) 402-2191

HUD CPD Program Trainings

Subject Matter Expert / Trainer | 2010 - Current

Rudy has provided a number of live in-person trainings on behalf of HUD through multiple service providers such as Enterprise Advisors, Cloudburst Group, ICF and NALCAB. Rudy has provided in-class training and technical assistance for grantees in two of HUDs reporting systems: the Integrated Disbursement and Information Systems (IDIS), and the Disaster Recovery Grant Reporting System (DRGR). He has assisted HUD Headquarters as a beta tester for the updates to the DRGR system as well as being a drafter/reviewer on the Ask A Question (AAQ) pool. Rudy was also selected as a trainer for the Assessment of Fair Housing (AFH) Final Rule and has also trained Financial Management Systems (2 CFR Part 200 - Uniform Administrative Requirements), eCon Planning Suite (for the development of Consolidated Plans and Action Plans); and CPD Maps. Rudy has provided all of the aforementioned training in English and in Spanish for the Commonwealth of Puerto Rico. In 2020, Rudy presented the CDBG-CV National Objectives training.

Programs: CDBG | Federal Crosscutting | AFH | IDIS | eCon Planning Suite

Client: HUD Office for Grants Programs
451 7th St. SW, Washington, D.C., 20410 Diane.L.Lobasso@hud.gov (202) 402-2191

**CLINT WHITE**

Senior Vice President

AREAS OF EXPERTISE

Grants Management
HUD CPD Programs
Disaster Recovery Programs
CARES Act

YEARS OF EXPERIENCE

20 Years

CERTIFICATIONS/TRAINING

Certified HOME Program
Regulations
Lead Based-Paint Visual
Assessment Certification

EDUCATION

B.S. Public Policy and
Management
University of Southern
California

WORK HISTORY

MDG Associates, Inc
2006 - Present
L.A. County Community
Development Commission
2002 - 2006



Over the past 20 years, Clint has assisted hundreds of states and cities in the design and implementation of housing and community development programs – primarily through HUD CPD Programs. Clint focuses on strategic community investment in affordable housing, development and coordinating the supportive services necessary to achieve local goals and to affirmatively further fair housing choice.

Areas of specialization include grants planning, grantee capacity building, compliance monitoring, HUD CPD technical assistance, and the implementation of housing programs including all phases of acquisition, rehabilitation and/or development, ownership or rental.

PROJECT SPECIFIC EXPERIENCE
**State of California Department of Housing and Community Development
Division of Federal Financial Assistance – Disaster Recovery Multifamily
Housing Program**
Subject Matter Expert | November 2019 - Current

Clint is the working group lead for implementation of the 2017, 2018, and 2020 disaster recovery multifamily housing programs. Building on the basic framework of the CDBG program regulations and Federal Register Notices, Clint developed program policies, procedures, and underwriting standards in early 2020 and has since guided the commitment of over \$285M to 26 California cities and counties to develop over 2,000 housing units to replace those lost to the wildfires. In this capacity, Clint led the preparation of standard operating procedures, supporting forms and documents, checklists, and tracking systems. Clint provides technical assistance and training to new staff assigned to the disaster recovery program and regularly provides training for subrecipients and developers.

Programs: CDBG-DR

Client: Stacy Rodgers, CDBG-DR Section Chief, HCD
2020 West El Camino Avenue, Sacramento, CA 95833
stacy.rodgers@hcd.ca.gov (916) 841-6268

**City of Irvine (plus various other cities), CDBG-CV and ESG-CV Programs/
Rental, Mortgage, and Business Assistance Program Administration**
Program Manager/Senior Vice President | April 2020 - Current

Clint has provided program administration services to the City of Irvine and nine other cities to evaluate the impact of COVID-19 on housing and business markets and assisted these cities in designing and implementing CDBG-CV, ESG-CV, and U.S. Treasury Coronavirus State and Local Fiscal Recovery funded housing, vulnerable populations, and business assistance programs. In this capacity, Clint helped to program over \$50M in CDBG-CV and ESG-CV resources in the period between July 1 and December 31, 2020. Clint developed program guidelines, supporting forms and documents, and tracking and monitoring systems. Clint provided training locally and under subcontract for HUD TA to help grantees and subrecipients understand eligible activities, national objectives, COVID-19 tieback, and duplication of benefits. Clint is currently overseeing MDG staff implementing these programs in cities across Southern California.

Programs: CDBG Admin. | HOME Admin. | Housing Rehab Admin. | CDBG-CV

Client: Lisa Varon, Housing Manager, City of Irvine
1 Civic Center Plaza, Irvine, CA 92606
LVaron@cityofirvine.org (949) 724-6612



CLINT WHITED

Senior Vice President • Grants Management

PROJECT SPECIFIC EXPERIENCE

City of Palmdale (plus various other cities), HOME Program Administration and Implementation

Lead Consultant/Senior Vice President | June 2008 - Current

Clint provides HOME program administration and implementation services to the City of Palmdale and eight other participating jurisdictions. Clint's advisory services to Palmdale supported the development of eight multifamily apartment communities totaling 565 housing units for seniors, chronically homeless, and families. Clint has designed and implemented an acquisition, rehabilitation, resale program, tenant-based rental assistance programs, homeowner rehabilitation programs, homebuyer assistance programs, and provided technical assistance to build the capacity of a YouthBuild chapter to become a certified Community Housing Development Organization. In this role, Clint developed program guidelines, supporting forms and documents, and tracking and monitoring systems to ensure compliance with HOME regulations. Clint is currently advising the City in the development of its HOME-ARP Allocation Plan and early program design.

Programs: HOME | HOME-ARP | Successor Housing Agency

Client: Sophia Reyes, Housing Manager, City of Palmdale
38250 Sierra Highway, Palmdale, CA 93550
SReyes@cityofpalmdale.org (661) 267-5164

U.S. HUD Technical Assistance – Basically CDBG Training

Trainer | March 2017 – Current

Clint was a co-trainer under contract to Enterprise Advisors for HUD's live in-person Basically CDBG Trainings in New Orleans, Milwaukee, and Seattle (2017). Clint also worked with Enterprise and HUD Headquarters staff to produce the Basically CDBG Online e-learning curriculum that is currently posted to the HUDEXchange.info website (2019-2020). Specifically, Clint wrote the content for the topical capacity building modules that followed the live video recordings and reviewed all content for consistency with current HUD policy and guidance. In 2020, Clint prepared CDBG-CV slide deck materials for HUD Headquarters to present during the initial round of CDBG-CV webinars. More recently, Clint presented the Basically CDBG-CV Public Services, National Objectives, and Other Federal Requirements virtual sessions during the 2022 HUD CARES Act Virtual Training Conference.

Programs: CDBG | CDBG-CV

Client: Diane Lobasso, Senior Advisor, HUD Office of DAS for Grants Programs
451 7th St. SW, Washington, D.C., 20410
Diane.L.Lobasso@hud.gov (202) 402-2191

**CLINT WHITED**

Senior Vice President • Grants Management

PROJECT SPECIFIC EXPERIENCE**Assessment of Fair Housing, Cities of Paramount and Temecula****Lead Consultant/Senior Vice President | January 2016 – June 2017**

Clint prepared Assessment of Fair Housing documents for the Cities of Paramount and Temecula, California using HUD's new planning framework designed to ensure that HUD grant recipients take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. This work included an analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals. Clint facilitated robust citizen and stakeholder engagement through community meetings, focus groups, surveys, individual consultations with protected class representatives and advocacy groups. The resultant AFH documents were accepted by HUD and incorporated into each City's 5-year Consolidated Plan and other local plans. Concurrent with this work, Clint also supported HUD Technical Assistance efforts through a subcontract with the National Association for Latino Community Asset Builders whereby Clint provided training and technical assistance to several other cities and counties similarly engaged in the development of AFH documents for the first time.

Programs: CDBG | HOME | Fair Housing and Equal Opportunity

Client: Luke Watson, Deputy City Manager, City of Temecula
41000 Main Street, Temecula, CA 92590
Luke.Watson@temeculaca.gov (951) 694-6400

**ESTHER LUIS**

Director

AREAS OF EXPERTISE

Grants Management
 HUD CPD Programs
 Housing Rehabilitation Programs
 Commercial Rehabilitation Programs

YEARS OF EXPERIENCE

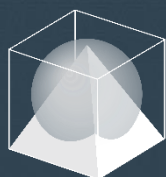
22 Years

EDUCATION

B.A. Sociology / Business Administration
 University of California
 Los Angeles

WORK HISTORY

MDG Associates, Inc
 2000 - Present
 Los Angeles County Development Authority (LACDA)
 1997 - 2000



MDG
 Associates, Inc.

Over the past 22 years, Esther has assisted multiple cities in the planning and implementation of housing and community development programs through HUD CPD and County Programs. Esther's focus is on the day-to-day administration of the CDBG, HOME, CDBG-CV programs, development of Action Plans, subrecipient (public service) management and monitoring, labor standards enforcement, compliance with federal reporting requirements including the Consolidated Annual Performance and Evaluation Report (CAPER), and all other aspects of program development, administration, implementation, and compliance.

PROJECT SPECIFIC EXPERIENCE**City of Paramount (and others) - CDBG and HOME Program Administration****Program Manager / Director | June 2013 - Current**

Esther provides the City of Paramount and other cities with day-to-day administration of the CDBG and HOME programs, including oversight of public service, public facilities and infrastructure improvements, affordable housing development, homeowner rehabilitation, and tenant-based rental assistance activities. This work includes development and implementation of the Notice of Funding Availability process, application eligibility reviews, facilitation of committee meetings, preparation of the Action Plan and associated approval documents, IDIS setup and management, performance and financial processing and monitoring, labor standards enforcement, subrecipient management, monitoring, capacity building, and preparation of the CAPER.

Programs: CDBG | HOME

Client: John Carver, Planning Director, City of Paramount
 16400 Colorado Avenue, Paramount, CA 90723
 JCarver@paramountcity.com (562) 220-2048

City of Walnut (and others) – CDBG Programs Administration (LACDA)**Lead Consultant | June 2000 - Current**

Esther oversees the implementation, administration, monitoring and compliance for the CDBG Program in the City of Walnut various other cities. She provides clients with day-to-day administration of the CDBG and CDBG-CV programs, including oversight of public facilities and infrastructure improvements, public service activities, economic development, and housing-related projects. Services include development of the annual Notice of Funding Availability, review of program applications for CDBG eligibility and consistency with the goals of the Consolidated Plan. Esther functions as the liaison between the City, LACDA, and federal and state agencies. She develops program performance metrics, completes financial processing and monitoring, and is responsible for labor standards enforcement, subrecipient management, and capacity building.

Programs: CDBG

Client: Chris Vasquez, Community Development Director, City of Walnut
 21201 La Puente Road, Walnut, CA 91789
 cvasquez@cityofwalnut.org (909) 595-7543

**ESTHER LUIS**

Director

PROJECT SPECIFIC EXPERIENCE**City of Paramount – CDBG-CV Administration****Program Manager / Director | June 2020 – June 2022**

Esther provided program administration services to the City of Paramount and others to evaluate the impacts of COVID-19 on housing availability and business retention, and assisted these cities to design, implement, and monitor CDBG-CV funded housing and business assistance programs. Esther helped to program close to \$1M in CDBG-CV U.S. Treasury resources in the period between June 2020 - June 2022. Esther developed program guidelines, supporting forms and documents, and tracking and monitoring systems to support rental assistance programs, business grant programs, and microenterprise assistance programs.

Programs: CDBG-CV | U.S. Treasury SLRF

Client: John Carver, Planning Director, City of Paramount
16400 Colorado Avenue, Paramount, CA 90723 JCarver@paramountcity.com (562) 220-2048

City of Carson – CPD Financial Management**Program Manager / Director | June 2017 – Current**

Esther provides technical assistance to enhance the City of Carson's capacity in their administration of federal and state grant programs including, but not limited to, setting up budgets based on the adopted Annual Action Plans; assisting in preparing agreements and purchase orders; and reviewing invoices and supporting documentation for compliance with applicable requirements (e.g., procurement, contracts, and Davis Bacon compliance, etc.). She also assists in setting up draws in the IDIS system upon reconciliation of the grantee's general ledger; conducts programmatic and financial monitoring of subrecipients and City Departments to assure that activities are compliant with agreements/MOUs and all applicable requirements. Esther assists in inputting quarterly accomplishments in IDIS; conducting annual reconciliations of City's accounts against entered IDIS data; tracks accounts/budgets for any carryovers or unexpended funds upon activity close-out; monitors and maintains program income and/or loan portfolio ledgers, and provides requested information to auditors during the single-audit process. Esther also oversees MDG program staff implementing the residential rehabilitation program.

Programs: CDBG | HOME | Housing Rehab Admin

Client: Saied Naaseh, Community Development Director, City of Carson
701 East Carson Street, Carson, CA 90745 SNaaseh@carsonca.gov (310) 952-1770



ROCHELLE BRIDGES

Associate

AREAS OF EXPERTISE

Grants Management
Case Management
CARES Act
DRGR

YEARS OF EXPERIENCE

3 Years

EDUCATION

A.S. Psychology
Sierra College
A.S. Social and Behavioral
Sciences
Sierra College

WORK HISTORY

MDG Associates, Inc.
2020 - Present

Herzog Surgical, Inc.
2010 - 2020



Rochelle provides day-to-day implementation of federal grants with an emphasis on CPD grants, including but not limited to, CDBG and the various CARES Act grants. Rochelle provides administration, compliance, and technical assistance at multiple levels of the grant implementation process, including CDBG subrecipient oversight and monitoring, subrecipient application (e.g., NOFA responses) and applicant eligibility reviews, review of subrecipient payment requests and QPRs. She has been responsible for performing applicant eligibility reviews for the CDBG-CV and ESG-CV programs as well as the State of California's \$2.6 Billion COVID-19 Rent Relief Program (RRP) funded by U.S. Treasury. Rochelle has also monitored CPD grantees and subrecipients to ensure compliant documents are present in project files; performed reconciliations of CPD grantee accounting records with the IDIS and DRGR system for NSP grantees.

PROJECT SPECIFIC EXPERIENCE

California Housing and Community Development Emergency Rental Assistance Program (ERAP)

Case Manager Team Lead | March 2021 - Current

Rochelle leads one of multiple case management teams for the State of California's \$2.4 Billion Emergency Rental Assistance Program funded by U.S. Treasury in response to the COVID-19 pandemic. She oversees up to 10 case management staff responsible for reviewing applications for rental assistance, ensuring all required documentation is collected and reviewed, and determining eligible assistance amounts. Rochelle is responsible for overseeing case manager's productivity, providing technical assistance and support, identifying and elevating potential instances of fraud, performing QA/QC of application reviews, distributing and enforcing updated policies and procedures, and coordination with other case management teams and leadership.

Programs: U.S. Treasury CARES Act

Client: Holly Smith, Senior Manager, HORNE LLP
661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157
holly.smith@hornellp.com | (601) 326-1168

City of Temecula, CDBG and CDBG-CV Program Administration

Consultant / Associate | November 2020 - Current

Rochelle provided program administration services to the City of Temecula and assisted with seven other cities to evaluate the housing availability and business retention impacts of COVID-19; and assisted these cities to design, implement, and monitor CDBG-CV funded housing and business assistance programs. Rochelle assisted the Team Lead in programing over \$35M in CDBG-CV resources during the November 2020–June 2021 period. Rochelle assisted in the tracking and monitoring systems supporting rental assistance, business grant, and microenterprise assistance programs. Rochelle assisted in program implementation, inclusive of marketing, intake, income determination, verification of no duplication of benefits, non-debarment, fiscal disbursement processing, programmatic verification, program reporting in IDIS, and closeout.

Programs: CDBG | CDBG-CV | U.S. Treasury SLRF

Client: Luke Watson, Deputy City Manager, City of Temecula
41000 Main Street, Temecula, CA 92590
Luke.Watson@temeculaca.gov | (951) 694-6400

**ROCHELLE BRIDGES**

Associate

PROJECT SPECIFIC EXPERIENCE**City of Corona, CDBG Program Administration****Consultant / Associate | July 2021 - Current**

Rochelle assists with the day-to-day administration of the CDBG program, including oversight of public service, public facilities and infrastructure improvements activities. This work includes development and implementation of the Notice of Funding Availability process, application eligibility reviews, facilitation of committee meetings, preparation of the Action Plan and associated approval documents, IDIS setup and management, performance and financial processing and monitoring, labor standards enforcement, subrecipient management, monitoring, capacity building, and preparation of the CAPER. In this role, Rochelle serves as an extension of city staff providing on-site and remote services to meet the needs of the client.

Programs: CDBG

Client: Cynthia Lara, Administrative Services Manager, City of Corona
400 S. Vicentia Avenue, Corona, CA 92882
Cynthia.Lara@CoronaCA.gov | (951) 739-4963

City of Irvine, CDBG Program Administration**Consultant / Associate | November 2020 - Current**

Rochelle assists with the day-to-day administration of the CDBG program, including oversight of public service, public facilities and infrastructure improvements activities. This work includes development and implementation of the Notice of Funding Availability process, application eligibility reviews, facilitation of committee meetings, preparation of the Action Plan and associated approval documents, IDIS setup and management, performance and financial processing and monitoring, labor standards enforcement, subrecipient management, monitoring, capacity building, and preparation of the CAPER.

Programs: CDBG

Client: Lisa Varon, Housing Manager, City of Irvine
1 Civic Center Plaza, Irvine, CA 92606
LVaron@cityofirvine.org | (949) 724-6612

**MARC HUGHES**

Associate

AREAS OF EXPERTISE

Labor Compliance
Section 3 Requirements
Davis-Bacon and Related Acts (DBRA)

YEARS OF EXPERIENCE

3 Years

CERTIFICATIONS/TRAINING

HUD Section 3 Final Rule
DOL Bipartisan Law
Infrastructure
HUD Labor Compliance

EDUCATION

Mt. San Antonio Community
College
Walnut, CA

WORK HISTORY

MDG Associates, Inc.
2018 - Present



Over the past 3 years, Marc has led the company's labor compliance and Section 3 monitoring program. The labor compliance monitoring has included both State of California as well as the federal Davis-Bacon and Related Acts (DBRA). Marc has been responsible for labor compliance monitoring for over fifteen cities and over 30 projects over that same time period. Marc focuses on implementing monitoring strategies to assist cities and contractors through the various labor compliance regulations imposed by federal and state grants.

Marc is responsible for ensuring that all contractors and subcontractors are well informed of the reporting requirements during the pre-bid and pre-construction meetings. He is responsible for collecting, reviewing, and working with contractors on ensuring that all workers are paid prevailing wages as established by the regulatory agencies.

PROJECT SPECIFIC EXPERIENCE**City of Irvine – Bommer Canyon Community Park Rehabilitation Project****Lead Compliance Consultant | 2021-2022**

Marc provided the overall labor compliance and Section 3 monitoring for the project. The Bommer Canyon project entailed the construction of new buildings, utility improvements, accessibility improvements, landscaping and irrigation (including new sewer line). Marc was responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. Marc also coordinated the preparation of and the submission of the Semi-Annual and Annual reports to local counties and U.S Department of Housing and Urban Development (HUD).

Programs: CDBG

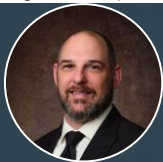
Client: Stacy Delong, Senior Project Manager, City of Irvine
1 Civic Center Plaza, Irvine, CA 92606
SDeLong@cityofirvine.org | (949) 473-1237

City of Temecula – ADA Compliance for Pavement Rehab Program – West Side Business Park Area**Lead Compliance Consultant | 2021-2022**

Marc provided the overall labor compliance and Section 3 monitoring for the project. The ADA Compliance for Pavement Rehab Program – West Side Business Park Area project consisted of removing existing sidewalk ramps and replacing them with ADA compliant access ramps. Marc was responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. Marc also coordinated the preparation of and the submission of the Semi-Annual and Annual reports to local counties and U.S Department of Housing and Urban Development (HUD).

Programs: CDBG

Client: Shawna Bennetts, Associate Civic Engineer, City of Temecula
41000 Main St, Temecula, CA
Shawna.bennetts@temeculaca.gov (951) 506-5167

**MARC HUGHES**

Associate

PROJECT SPECIFIC EXPERIENCE**City of Fontana – Miller Amphitheatre Parking Lot Expansion Project****Labor Compliance Lead Consultant | 2019-2021**

The Fontana – Miller Amphitheatre Parking Lot Expansion Project consisted of the expansion of the parking lot, adding new street lighting, curbs, gutters and ADA access ramps. Marc was responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. Marc also coordinated the preparation of and the submission of the Semi-Annual and Annual reports to local counties and U.S Department of Housing and Urban Development (HUD).

Programs: CDBG

Client: Kimberly Young, Senior Civil Engineer, City of Fontana
8353 Sierra Avenue, Fontana, CA 92336
kyoung@fonatna.org | (909) 350-7632

City of Temecula – Old Town Boardwalk Enhancement**Labor Compliance Consultant | 2019-2021**

The Temecula – Old Town Boardwalk Enhancement project consisted of replacing existing planks on the boardwalk to expand the width and adding trees with cast iron grates at various location on Old Town Front Street. Marc was responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. Marc also coordinated the preparation of and the submission of the Semi-Annual and Annual reports to local counties and U.S Department of Housing and Urban Development (HUD).

Programs: CDBG

Client: William Becerra, Associate Engineer II, City of Temecula
41000 Main St, Temecula, CA 92590
Will.becerra@temeculaca.gov | (951) 693-3963



MDG
Associates, Inc.

APPENDIX "B"

Licensing and Certifications

CITY OF RANCHO CUCAMONGA BUSINESS LICENSE TAX CERTIFICATE

"For Services Provided in the City of Rancho Cucamonga, California Only"

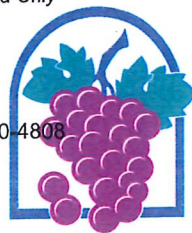
DBA M D G Associates, Inc.

Business Name

Business Location 10722 Arrow Rte #822
Rancho Cucamonga, Ca 91730-4808

Business Owner(s) Rodolfo E. Munoz

M D G ASSOCIATES, INC.
PO BOX 368
RANCHO CUCAMONGA, CA 91701-0368



**RANCHO
CUCAMONGA**

2023

**TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE**

Business Type CONSULTING

Description Consulting/Planning & Design

Certificate Number: 039068

Effective Date November 02, 2022

Expiration Date November 01, 2023

**THIS BUSINESS LICENSE TAX CERTIFICATE DOES NOT PERMIT A
BUSINESS THAT IS OTHERWISE PROHIBITED.**

For all inquiries regarding this certificate, contact the
Business Licensing Division at (909) 919-2948.

Printed on: 10/5/2021 3:04:34 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 37443**Legal Business Name:**

MDG ASSOCIATES, INC.

Doing Business As (DBA) Name 1:

MDG ASSOCIATES, INC.

Doing Business As (DBA) Name 2:**Address:**

P.O. BOX 368

RANCHO CUCAMONGA

CA 91729

Email Address:

gmunoz@mdg-ldm.com

Business Web Page:**Business Phone Number:**

909/476-9696

Business Fax Number:

909/476-6086

Business Types:

Service

Certification Type	Status	From	To
SB(Micro)	Approved	10/05/2021	10/31/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



The U.S. Department of Housing and Urban Development
Office of Affordable Housing Programs

Is Pleased To Recognize

Rudy Munoz

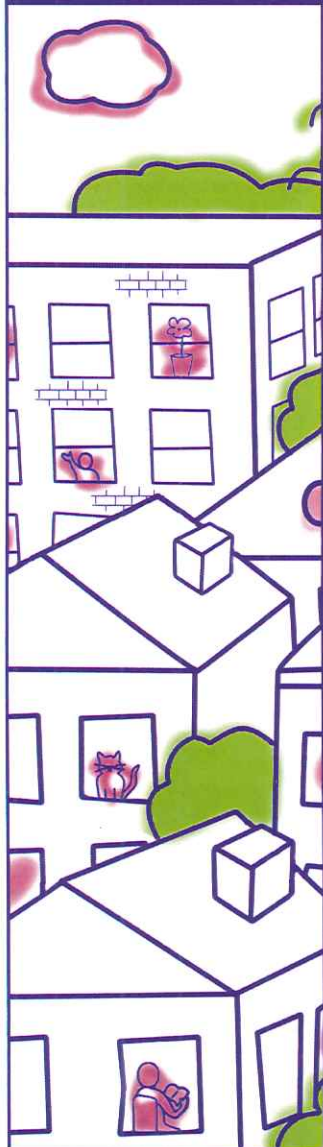
As a

**Certified HOME Program Specialist—
Regulations**

January 2007

A handwritten signature in blue ink, reading "Anna Maria Farias", is positioned above the printed name.

Anna Maria Farias,
Deputy Assistant Secretary for Grant Programs





The U.S. Department of Housing and Urban Development
Office of Affordable Housing Programs

Is Pleased To Recognize

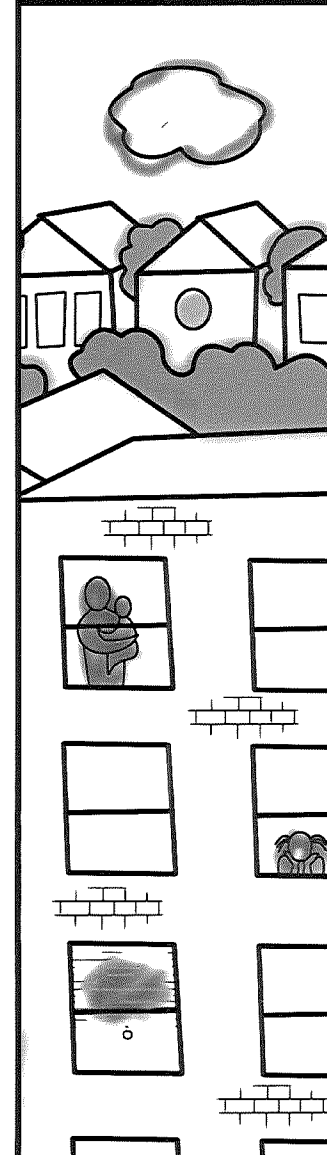
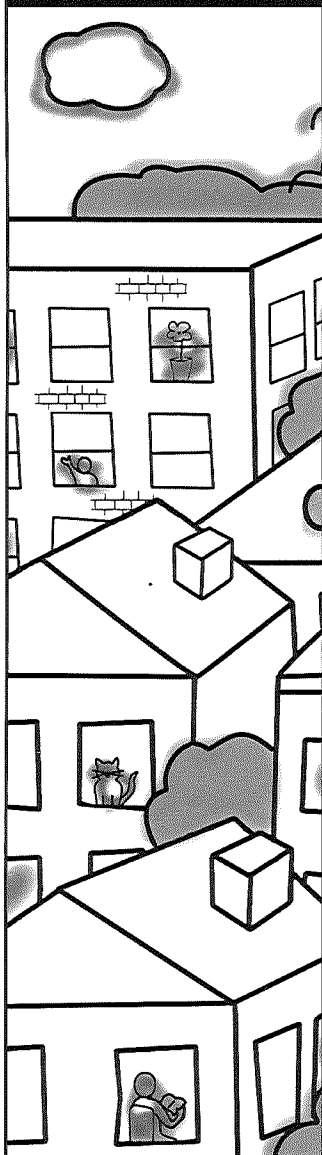
Clint Whited

As a
**Certified HOME Program Specialist—
Regulations**

February, 2012

Virginia Sardone

Virginia Sardone,
Acting Director, Office of Affordable Housing Programs





MDG
Associates, Inc.

APPENDIX "C" **Required Form**

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
GARDENA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Gardena Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

MDG Associates, Inc.

(Firm name)

Rudy E. Munoz, President

(Print name and title of person signing for firm)



(Signature/date)



MDG
Associates, Inc.

APPENDIX "D" **Price Form**

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: CITY OF GARDENA

DESCRIPTION OF WORK: CDBG Program Administration Services
(CDBG/HOME)

CONSULTANT'S NAME/ADDRESS:

MDG ASSOCIATES, INC.

10722 Arrow Route, Suite 822

Rancho Cucamonga, CA 91730

NAME/TELEPHONE NO. OF
AUTHORIZED
REPRESENTATIVE

Rudy E. Muñoz, President

(909) 476-9696 ext. 103

**ANNUAL PURCHASE
ORDER**

The Initial Agreement Period shall be effective on October 1, 2023 plus Two (2) two year option renewal periods.

Anticipated Contract Term:

The contract term shall be effective on or about October 1, 2023 through June 30, 2024 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026.
- Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2028.

Consultant to be paid from Community Development Block Grant (CDBG) or HOME Investment Partnership Program (HOME) administration funds received by the City from the U.S. Department of Housing and Urban Development.

Please provide a detailed fee schedule and information, and any other incidental or additional costs required to complete the Scope of Work requirements.

APPENDIX “D” - FEE SCHEDULE

PRICING PROPOSAL

Based on the scope of work included in the City’s RFP, MDG proposes to bill on a time and material basis, based on the attached Rate Schedule (see Attachment “A”) that are effective July 1, 2023, for the actual level of effort necessary to perform each component of the scope of work. In addition, should the City offer an agreement for additional years beyond the first year, the Rate Schedule provides the effective rates through June 2028.

The development of the Consolidated Plan and the Analysis of Impediments to Fair Housing Choice, MDG proposes to bill the project lump sum price.

Five-Year Planning Documents Program Years 2026 - 2030 <i>Work to be performed from July 1, 2025 – May 15, 2026</i>	
Component	Not-to-Exceed
2026-2030 Consolidated Plan	\$40,000 Lump Sum Price
2026-2030 Analysis of Impediments to Fair Housing Choice	\$25,000 Lump Sum Price
Lump Sum Price	\$65,000.00

ATTACHMENT "A"**MDG Associates, Inc.****SCHEDULE OF HOURLY BILLING RATES**

Rates effective as of July 1, 2023

Title	PY 2023-2024	PY 2024-2025	PY 2025-2026	PY 2026-2027	PY 2027-2028
President/Senior Vice President	\$128.00	\$131.00	\$134.00	\$138.00	\$141.00
Vice President	\$122.00	\$125.00	\$128.00	\$131.00	\$135.00
Director	\$117.00	\$120.00	\$123.00	\$126.00	\$130.00
Manager	\$112.00	\$115.00	\$118.00	\$120.00	\$123.00
Senior Associate	\$106.00	\$108.00	\$111.00	\$114.00	\$117.00
Associate	\$95.00	\$98.00	\$100.00	\$103.00	\$105.00
Senior Project Assistant	\$78.00	\$80.00	\$82.00	\$84.00	\$86.00
Project Assistant	\$73.00	\$75.00	\$77.00	\$79.00	\$81.00
Secretary	\$51.00	\$53.00	\$54.00	\$56.00	\$57.00

NOTE: Each additional year represents an increase of 2.5%

Note: If MDG staff is requested by the City to attend a meeting not considered a part of this proposal or on a day in which a consultant is not scheduled to be on site, the City shall be billed for the time it takes to drive to and from the City and its corporate office.

Reimbursable Items:

Project Supplies	At Cost plus 10% surcharge (If applicable)
Prints/Reproductions	At Cost plus 10% surcharge (If applicable)
Postage/Delivery	At Cost plus 10% surcharge (If applicable)



City of Gardena

PROPOSAL

**Bid & Construction Management Services
(CDBG-HOME)**

September 7, 2023

Corporate Headquarters
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730

Telephone ☎ (909) 476-9696
Fax ☎ (909) 476-6086

CITY OF GARDENA
PROPOSAL
BID & CONSTRUCTION MANAGEMENT SERVICES (CDBG-HOME)

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APPENDICES:

- **Appendix “A” - Resumes of Key Personnel**
- **Appendix “B” – Licensing and Certifications**
- **Appendix “C” - Required Form**
 Acknowledgment of the Terms and Conditions of the City of Gardena Professional Services Agreement
- **Appendix “D” - Price Form**



September 5, 2023

City of Gardena
City Clerk's Department
1700 West 162nd Street
Gardena, CA 90247

Subject: Proposal for Bid & Construction Management Services (CDBG/HOME)

Dear Sir/Madam:

MDG Associates, Inc. (MDG) is pleased to submit a proposal to provide consultant services for the Administration of the City's Residential Rehabilitation Programs. MDG, along with its affiliate LDM Associates, Inc. (LDM), has been providing high-quality community development consulting services to municipal agencies and private clients for over 32 years.

MDG specializes in the provision of grant management services with an emphasis on the U.S. Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) funded programs. In addition to grants management services, MDG also provides administration and implementation services of housing and commercial rehabilitation programs, labor compliance monitoring, housing programs, and project management services.

Our consulting team is made up of highly qualified professional staff with expertise in all aspects of HUD's CPD Programs including, but not limited to, Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), Community Development Block Grant-Disaster Recovery (CDBG-DR) and Community Development Block Grant CARES Act (CDBG-CV). This includes the development of associated documents such as the Five-Year Consolidated Plan, One-Year Action Plans, Consolidated Annual Performance and Evaluation Reports (CAPERs), Analysis of Impediments to Fair Housing (AI), and grant level policies and procedures.

As requested in the RFP, this proposal is valid for not less than ninety (90) days from the date of submittal.

In addition, MDG acknowledges that there were no RFP Addendas.

Provided herewith, is the information requested in your RFP. You may contact me at the following address, telephone number or e-mail should you have any questions regarding this proposal:

MDG Associates, Inc.
Rudy E. Muñoz, President
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730
(909) 476-9696 ext. 103
rmunoz@mdg-ldm.com

If you have any questions regarding this matter, please do not hesitate to call me at your convenience.

Respectfully Submitted,



Rudy E. Muñoz
President

Enclosure: Proposal

SECTION 1. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

MDG Associates, Inc. (MDG) was established in 1991 and has undergone steady growth since its inception. MDG is a corporation registered in the State of California. MDG is a registered Minority Business Enterprise (MBE) and Small Business (SB) with the State of California. In response to our clients' needs, MDG and its affiliate LDM Associates, Inc. (LDM) provide a wide variety of Community Development consulting services including, but not limited to: Grants Management; Project Management; Construction Management; Architectural Design; Urban Planning; and Labor Compliance Monitoring.

MDG Associates, Inc. is comprised of individuals with a wide variety of expertise including the services specifically requested by the City. Currently, MDG is comprised of 38 staff members. Of these staff members, 23 are knowledgeable and experienced in the administration and implementation of CDBG, HOME, ESG, and CalHome grants as well as one-time HUD grants such as Neighborhood Stabilization Programs (NSP), Homelessness Prevention and Rapid Rehousing Program (HPRP), CDBG-CV and ESG-CV under the CARES Act and HOME-ARP under the American Rescue Plan Act. The balance of our staff members are specialists in the programs and activities that utilize grant funds, such as housing/commercial rehabilitation programs, economic development programs, and labor compliance and project management for capital improvement projects.

MDG provides administrative and management services to cities that are seeking a consultant that can act as an extension of their staff and look after the best interests of the City.

Grants Management

MDG currently provides administration and implementation services for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), Community Development Block Grant-Disaster Recovery (CDBG-DR), and current one-time HUD grants such as CDBG-CV and ESG-CV under the CARES Act and HOME-ARP under the American Rescue Plan Act. In addition, MDG implements activities funded under the aforementioned programs such as Residential Rehabilitation, Commercial Rehabilitation, and First-Time Homebuyer, Capital Improvement Project Management, and Labor Compliance Monitoring and Enforcement.

The firm maintains an excellent relationship with the local HUD field offices as well as at the headquarters level (Washington D.C.). MDG has been providing training to grantees throughout the country on behalf of HUD Headquarters. The training has been in the areas of "Basically CDBG," Assessment of Fair Housing (AFH), Disaster Recovery Grant Reporting (DRGR), eCon Planning Suite, CPD Maps, and the Integrated Disbursement Information System (IDIS). Our staff currently assists grantees with regulatory compliance questions through the HUD Resource Exchange Ask a Question (AAQ) portal in the areas of CDBG, HOME, DRGR, CDBG-CV, and HOME-ARP. LDM's affiliate (MDG) is currently providing technical assistance (TA) to grantees throughout the country on behalf of HUD Headquarters in conjunction with the CPD Programs as well as HUD's reporting systems, the IDIS and DRGR systems.

MDG and its affiliate LDM are currently under direct contract with 26 cities and two (2) counties with HUD CPD funds totaling approximately \$80.5 million. Our services include the day-to-day implementation of their CPD grants and programs funded with the aforementioned grant funds. In addition, we provide services to other cities and counties on specific tasks such as IDIS input, subrecipient monitoring, federal labor standards (Davis-Bacon) compliance, monitoring CDBG, HOME and ESG grants, the preparation of HUD Section 108 Loan Guarantee applications, preparation of

Consolidated Plans, Annual Action Plans, and Consolidated Annual Performance and Evaluation Reports (CAPER).

In the past year, MDG has assisted more than 15 local jurisdictions to design and implement over \$50m of CDBG-CV and ESG-CV resources. Further, MDG has led HUD-funded national technical assistance efforts in both programs. MDG is also a leader in disaster response and recovery technical assistance and is currently supporting the State of California (wildfires) and the Commonwealth of Puerto Rico (hurricanes) to implement their CDBG-DR programs.

Our staff is knowledgeable in several computer programs including all of the Microsoft Office software, Microsoft Project, Adobe programs and HUD's online reporting databases. These include the Integrated Disbursement and Information System (IDIS), Disaster Recovery Grant Reporting System (DRGR), Recovery Act Management and Performance System (RAMPS), Performance and Accountability for Grants in Energy System (PAGE), HUD Environmental Review Online System (HEROS), and FederalReporting.gov.

Housing Rehabilitation

MDG along with its affiliate LDM is currently under contract with 17 cities throughout Southern California for the management and implementation of their housing rehabilitation programs, including single-family detached dwellings, condominium units, and mobile homes. During the last year, the firm processed and completed the rehabilitation of approximately 225 residential single-family dwellings, condominium units, and mobile homes. The funds utilized for the implementation of the rehabilitation programs included U.S. Department of Housing and Urban Development (HUD) funds such as CDBG and HOME funds as well as California Department of Housing and Community Development (HCD) funds such as State HOME and CalHome funds. Through the years, MDG has developed program guidelines and systems for different types of programs including, but not limited to, emergency repair programs, rental rehabilitation programs, owner-occupied – single family rehabilitation program, and mobile home repair programs. Our typical scope of work and responsibilities under these programs includes, but is not limited to, the overall administration of the program; reviewing applications for eligibility; preparing the environmental review record and associated clearances; loan underwriting and loan document preparation for loan-based programs; initial, progress, and final inspections; responding to contractor questions during the bidding process; construction management and oversight; reviewing and processing contractor payment requests; and preparing regulatory reports to HUD and HCD on behalf of our clients.

Commercial Rehabilitation

During the past 16 years, our firm has been assisting cities in the day-to-day administration and implementation of their Commercial Rehabilitation programs. During the past five (5) years, we have assisted eight (8) cities with the rehabilitation of approximately 55 commercial buildings. In addition, we are in the process of setting up two (2) new programs for the Cities of Upland and the City of Hesperia. The level of service requested by each city differs, however in most cases we provide the overall administration and implementation services. These include inspection, design services, project management and Davis-Bacon Compliance monitoring.

Labor Compliance (Davis-Bacon Act)

We are currently under contract to provide Labor Compliance services to 14 cities in Southern California. Our typical scope of work includes preparation and review of bid documents for compliance with Federal

labor standards and requirements including Davis-Bacon and Related Acts, Section 3, and Department of Labor (DOL) regulations; attend pre-construction meeting and present information on Davis-Bacon and Section 3 requirements; review submitted bid documents for compliance; establish and maintain contractor and subcontractor labor files; conduct employee field interviews and document posting compliance; reconcile weekly certified payroll reports and supporting documentation; monitor contractors for Section 3 accomplishments; schedule labor compliance file reviews prior to release of retention funds; and address and resolve any underpayment or deficiency issues.

Section 3

Our staff is experienced in the implementation of Section 3 employment, contracting and training requirements under the 2020 Final Rule (24 CFR Part 75). Currently, we monitor labor compliance activities on 15 projects with a combined construction value of over \$12.5 million. Of these projects, ten (10) are Section 3-covered projects assisted with \$200,000 or more of federal housing and community development assistance.

Neighborhood Stabilization Program

MDG is currently working with a number of Cities throughout the U.S. under direct contract with HUD and under HUD's Technical Assistance program for the closeout and technical assistance of their Neighborhood Stabilization Program grants. MDG staff is currently working with HUD on conducting training and workshops on both closeout and NSP post closeout to inform recipient of the funds as to its obligations post closeout of the grant. This includes reporting, monitoring affordability, and the reuse of program income funds. In addition, MDG staff is currently providing technical assistance for HUD and is part of the NSP "Ask a Question" portal where grantees submit questions regarding the program.

CARES Act (CDBG-CV) Program Administration

MDG is currently working with the State of California's CARES Act (CDBG-CV) programs as well as a number of Cities throughout southern California to establish and implement the administrative functions of the program. Duties include the preparation of the Action Plan amendments, preparation of subrecipient agreements, processing payment requests and monitoring agencies for compliance. In addition, MDG staff is currently working with HUD to provide on-call technical assistance and is also part of the CARES Act (CDBG-CV) "Ask a Question" portal for grantees to submit questions regarding the program.

Design Services

MDG has vast experience in the needs of Cities implementing federally, State or locally funded Commercial Rehabilitation programs and the multitude of requirements that affect the implementation of these programs. These requirements include, but are not limited to, CDBG requirements that are specific as to the eligible improvements and the Davis-Bacon requirements which add a substantial cost increase to projects thereby requiring the designs to be more cost-effective.

OTHER COMPARABLE CONTRACTS

The following represents comparable contracts in which MDG or its affiliate LDM is currently providing services:

City of Rancho Cucamonga:

Services: CDBG Program Administration and Housing Rehabilitation Program. Technical Assistance including all aspects of the CDBG Program as well as assistance with CDBG-CV Small Business Assistance program and Emergency Rental Assistance Program. Prepared Consolidated Plan/Action Plan/CAPER preparation. Davis-Bacon/Section 3 Compliance; Policies and Procedures for Housing Rehabilitation Programs.

Contract Price: \$120,000

Dates of Contract: 2019 to present

Contact Person: Mr. Flavio Nunez, Management Analyst II – (909) 774-4313

City of Irvine:

Services: CDBG/ESG/HOME/CDBG-CV/ESG-CV Program Administration and Technical Assistance; Irvine Recovery Plan (ARPA) grant program administration and implementation; CDBG and HOME funded Residential Rehabilitation Program implementation; OneIrvine Home Improvement Loan Program implementation; Analysis of Impediments to Fair Housing (AI); Five-Year Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon and Section 3 Compliance.

Contract Price: \$670,000

Dates of Contract: 2001 to Present

Contact Person: Ms. Keri Bullock, Neighborhood Services Administrator - (949) 724-6430

City of Hawthorne:

Services: Responsible for the day-to-day CDBG and HOME program administration to include preparation of Annual Action Plans, CAPER's, Consolidated Plan, oversight and monitoring of subrecipients and CHDOs, IDIS input and management, Analysis of Impediments to Fair Housing Choice, Housing and Commercial Rehabilitation program implementation, review and processing of invoices, coordination with the Finance Department on drawdowns, coordination with Public Works on Capital Improvement Projects, preparation of staff reports, attending City Council meetings.

Contract Price: \$391,000 (not inclusive of Consolidated Plan and AI)

Dates of Contract: 2002 to 2010 and 2014 to Present

Contact Person: Ms. Kimberly Mack, Director of Housing – (310) 349-1603

City of Upland

Services: CDBG Program Technical Assistance; CalHome Program Implementation; Redevelopment Consultation; Housing Rehabilitation Program Implementation (4 separate programs); Commercial Rehabilitation Program Implementation; Homebuyer Assistance Program; Project/Construction Management; Davis-Bacon Compliance; Analysis of Impediments; Planning Services; Consolidated Plan/Action Plan/CAPER preparation.

Contract Price: \$283,000 (not inclusive of Consolidated Plan)

Dates of Contract: 2004 to present

Contact Person: Mr. Robert Dalquest, Development Services Director – (909) 931-4148

RECENT RELATED EXPERIENCE

The table in the following page represents the prior experience performing similar services for municipalities.

Public Agencies Provided Services in Last 5 Years with Most Recent within Last 2 Years.

Client	Con Plan/ AI/CPP	CDBG HOME Grant Mgmt.	CDBG/ HOME TA	Housing/ Comm. Rehab. Admin.	Housing/ Comm. Rehab. TA	CARES Act or CDBG-CV TA	Davis-Bacon Monitoring / Section 3	Disaster Recovery (CDBG-DR)	Misc. HUD Programs TA
Services Provided in Last 2 Years									
Apple Valley, CA	X	X		X		X	X		
Azusa, CA							X		
Baldwin Park, CA	X		X						
Carson, CA			X	X		X			
Commerce, CA		X		X					
Commonwealth of Puerto Rico			X*		X			X	
Corona, CA	X	X		X		X	X		
County of Allegheny, PA			X						
County of Henrico, VA			X*						X*
County of Imperial, CA									X
County of Los Angeles, CA			X						X
County of Orange, CA						X			
County of San Bernardino, CA			X						X
Dallas, TX			X		X				
Downey, CA	X	X		X		X			X
Duarte, CA		X					X		
Fontana, CA	X	X		X		X	X		
Fresno, CA			X		X				
Hawthorne, CA	X	X		X		X	X		
Hesperia, CA	X	X		X		X	X		X
Irvine, CA	X	X		X		X	X		X
La Cañada Flintridge, CA		X		X					X
La Habra, CA	X		X	X		X			
Los Angeles, CA			X						X
New York City						X			
Palmdale, CA	X	X		X		X	X		X
Paramount, CA	X	X		X		X	X		X
Rancho Cucamonga, CA	X	X		X		X			X
San Dimas, CA		X		X					
San Juan, PR			X*		X*				
Santa Ana, CA	X		X			X			X
Seattle, WA			X*						X*
State of California			X			X		X	
State of Iowa			X*		X*	X*			
State of New Mexico			X						X
State of North Dakota			X*		X*				
Temecula, CA	X	X			X	X	X		
Tucson, AZ			X*						X*
Upland, CA	X	X		X		X	X		X
Walnut, CA		X		X			X		
Services Provided in Last 5 Years									
Albuquerque, NM	X		X		X				
Arecibo, PR			X*		X*				
County of Harris, TX								X	
County of Santa Barbara, CA		X							X
Detroit, MI			X*		X*				
Houston, TX								X	
Kansas City, KS			X*						
County of Riverside, CA	X								
Simi Valley, CA			X*		X*				X*
State of Utah			X*						X*
Tulsa, OK			X*						X*

*Conducted on behalf of HUD

CLIENT REFERENCES

In addition to the contacts for the comparable contracts listed under this Section, please feel free to contact any of the following additional client references:

City of Corona – Cynthia Lara, Administrative Services Manager

Services Provided: CDBG Program Administration and HOME Technical Assistance including all aspects of the CDBG Program as well as assistance with affordable housing projects and Davis-Bacon Compliance Monitoring.

Date of Contract: 2010 to Present

Phone Number: (951) 739-4963; email address: Cynthia.Lara@CoronaCA.gov

City of Fontana – Valerie Gonzales, Housing Manager

Services Provided: CDBG/HOME/CDBG-R/NSP Program TA; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon/Section 3 Compliance; Policies and Procedures for FTHB and Housing Rehabilitation Programs.

Date of Contract: 2009 to Present

Contact Person: Phone Number: (909) 350-6625; email address: vgonzales@fontana.org

City of Hawthorne – Kimberly Mack, Director of Housing

Services Provided: CDBG/HOME Program Administration and Technical Assistance; CDBG and HOME funded Housing Rehabilitation Program Implementation; RDA funded Commercial Rehabilitation Program Implementation; Community Project Fund (CPF) administration; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation.

Date of Contract: 2002 to 2010 and 2014 to Present

Phone Number: (310) 349-1603; email address: kmack@cityofhawthorne.org

City of Irvine – Keri Bullock, Neighborhood Services Administrator

Services Provided: CDBG/ESG/HOME/CDBG-CV/ESG-CV Program Administration and Technical Assistance; Irvine Recovery Plan (ARPA) grant program administration and implementation; CDBG and HOME funded Residential Rehabilitation Program implementation; OneIrvine Home Improvement Loan Program implementation; Analysis of Impediments to Fair Housing (AI); Five-Year Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2001 to Present

Phone Number: (949) 724-6430; email address: kbullock@cityofirvine.org

City of Upland – Robert Dalquest, Development Services Director

Services Provided: CDBG Program Technical Assistance; CalHome and RDA funded Housing Rehabilitation Program Implementation (4 separate programs); RDA funded Commercial Rehabilitation Program Implementation; CalHome and RDA funded Homebuyer Assistance Program; Project/Construction Management; Davis-Bacon and Section 3 Compliance; Analysis of Impediments; Planning Services; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; affordable housing monitoring.

Date of Contract: 2004 to Present

Phone Number: (909) 931-4148; email address: rdalquest@ci.upland.ca.us

SECTION 2. PROPOSED STAFFING AND PROJECT ORGANIZATION

The members of our consulting group proposed to provide direct Bid and Construction Management Services include Rudy E. Muñoz, Esther Luis, Miguel Ramirez, Manager; Art Gomez, Senior Associate.

Rudy Muñoz, President – Mr. Muñoz is the authorized signatory for contracts on behalf of MDG Associates and will support the assigned consultant team as-needed.

Esther Luis, Director – Ms. Luis will assist the assigned project manager on as needed basis on all related Rehabilitation Programs.

Miguel Ramirez, Manager – Mr. Ramirez will be the project manager on behalf of MDG and will be the City's direct point of contact for the construction management in connection with the Rehabilitation Programs. Miguel will be assisted by other MDG staff included in this proposal as well as other subject matter expert (SME) staff members that are required in order to perform the tasks assigned by the City.

Art Gomez, Senior Associate – Mr. Gomez will be the consultant responsible for construction management and implementation of the Residential Rehabilitation Program scope of work on behalf of MDG.

Additional staff may be assigned on as needed basis.

PROJECT TEAM BIOGRAPHIES:

Rudy Muñoz, President – Rudy Muñoz is the President and founder of MDG Associates, Inc. With more than 37 years of experience in the community development field, Mr. Muñoz' primary focus is on assisting municipalities with all aspects of the administration and implementation of their HUD-funded CPD Programs. These include, but are not limited to, the Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), Neighborhood Stabilization Program (NSP), Community Development Block Grant – CARES Act (CDBG-CV) and Community Development Block Grant – Disaster Recovery (CDBG-DR) programs. Rudy works hand-in-hand with municipalities on the development of implementation strategies and tools that facilitate the management of their CPD programs, providing training for the HUD CPD Programs, and at times implementing the day-to-day functions of the programs. These functions include all phases of the program implementation from the initial development of Consolidated Plans and Action Plans for the various programs up to the programmatic and financial closeout of projects and grants. He assists grantees in developing HUD mandated Policies and Procedures for the overall management and oversight of the various CPD Programs as well as individual activities funded under these programs such as Housing Rehabilitation, Commercial Rehabilitation, and Homebuyer Programs.

Rudy is a Certified HOME Specialist and is a subcontractor to national Technical Assistance (TA) providers through HUD's OneCPD and communities throughout the U.S. in CDBG, HOME, NSP, and CDBG-Disaster Recovery Programs. He currently provides training at the national level in "Basically CDBG", Assessment to Fair Housing (AFH), Integrated Disbursement and Information Systems (IDIS), and the Disaster Recovery Grant Reporting System (DRGR). He is a beta tester for HUD on the Disaster Recovery Grant Reporting system. Because of his fluency in Spanish, he has provided many of the aforementioned training in Spanish for the Commonwealth of Puerto Rico and its municipalities.

Prior to his time with MDG, Rudy worked for several municipalities in Southern California. Mr. Muñoz received a Bachelor of Architecture (BArch – 5-yr degree) from California Polytechnic University in Pomona.

Esther Luis, Director – Esther Luis joined MDG Associates, Inc. in 2000 and currently serves as Director of Grants Management. With more than 22 years of experience in the planning and implementation of federal grants including those offered by the U.S. Department of Housing and Urban Development – Office of Community Planning and Development, Ms. Luis assists municipalities with all aspects of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) as well as Housing Rehabilitation Program administration. Esther focuses on the day-to-day aspects of CPD program administration and compliance, including Consolidated Plan and Action Plan development and implementation, Integrated Disbursement and Information System (IDIS) functionality and management, subrecipient management, and monitoring. Esther often goes into cities that require a revamping of their internal systems to comply with HUD monitoring findings. Before joining MDG, Esther was a Contract Compliance Specialist for the Los Angeles County Community Development Commission – the second largest Urban County CDBG program in the nation. Her responsibilities included contract development, monitoring the implementation of CDBG funded activities implemented by participating cities and non-profit organizations.

Esther received a Bachelor of Arts in Sociology/Business Administration from the University of California, Los Angeles (UCLA).

Miguel Ramirez, Manager – Mr. Miguel Ramirez joined MDG Associates, Inc. in 2003 and currently serves as a Manager on the Housing Rehabilitation team. With more than 25 years of experience in the administration and implementation of CDBG, HOME and Redevelopment funded housing rehabilitation programs as both, a city employee and as a staff member with MDG Associates, Inc., Miguel has been successful in assisting municipalities with the implementation of their programs. Over the past 20 years, he has successfully rehabilitated over 550 homes.

Mr. Ramirez' responsibilities include reviewing for applicant eligibility; conducting initial and progress inspections and preparing work write-ups/estimates; providing the project management to assure contractor is complying with the requirements of the scope of work and contract; maintaining applicant files current and audit ready; preparing bid packages; reviewing bids from contractors; preparing contractor agreements; processing progress and final payments; working with sub-consultants such as lead paint inspector and appraisers as required; filing required documents including but not limited to Notice of Completion.

Miguel is a registered State of California Notary Public and a Certified Residential Building Inspector. He received his Bachelor of Science Degree from California State Polytechnic University, Pomona in Urban and Regional Planning and his Associate of Arts degree in Architectural Design from Long Beach City College.

Art Gomez, Senior Associate – Over the past 16 years, Art has successfully administered hundreds of housing rehabilitation projects funded with CDBG, HOME, and CRA resources. Art has overseen the design and implementation of housing and community development rehabilitation programs for a number of client cities. Art focuses on neighborhood revitalization strategies that improve the aesthetic of the built environment while maintaining strict adherence to locally adopted building, health, and safety codes and design standards. Areas of specialization include all program development and implementation

phases of housing rehabilitation programs, inclusive of all aspects of construction and financial management.

The resumes of the staff members listed above are included in the Appendix "A" Resume of Key Personnel of this document.

MDG acknowledges that the key personnel proposed will be available to the extent for the duration of the project and any key personnel shall not be removed or replaced without the prior written consent of the City.

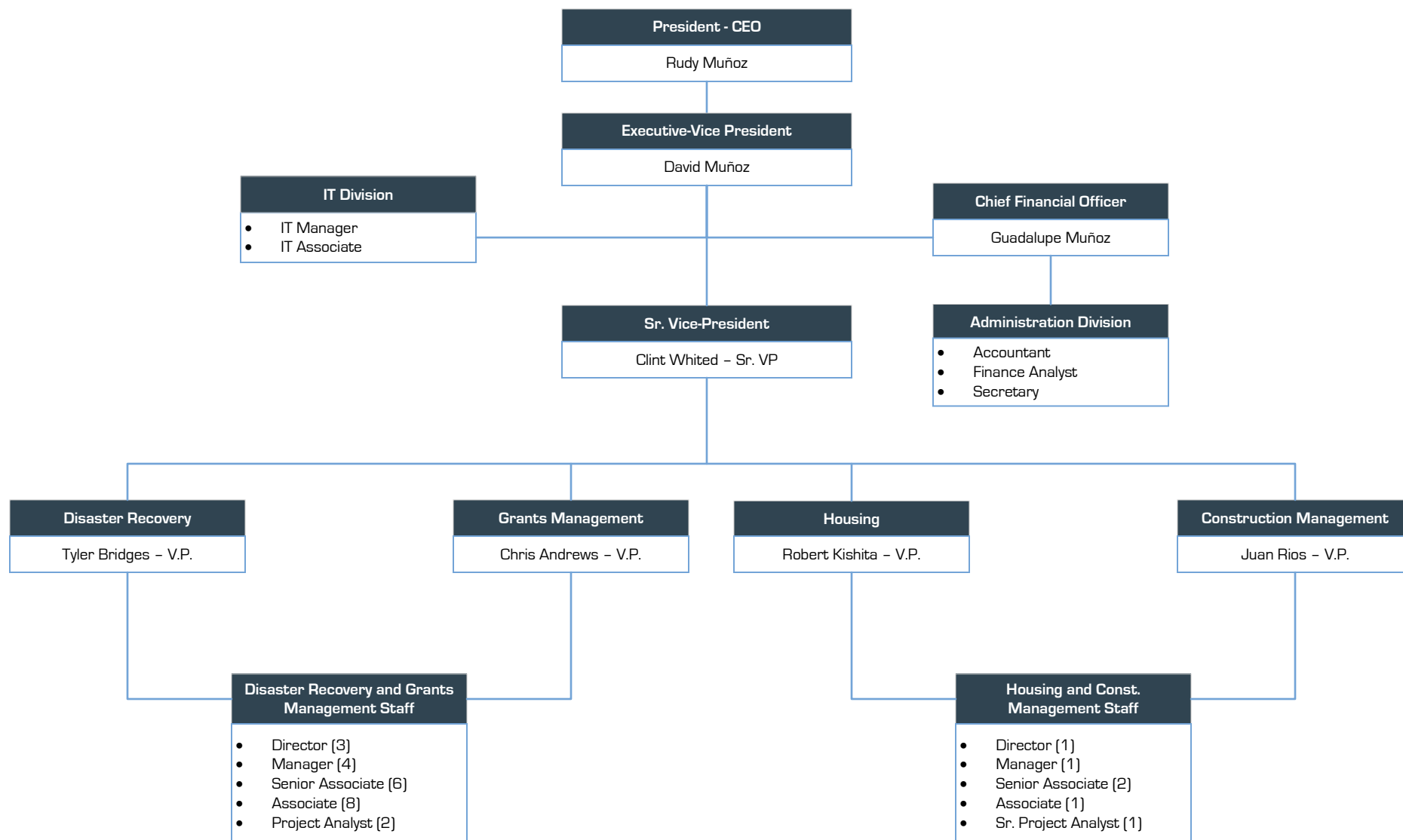
Organizational Chart:

As requested in the City's RFP, MDG's organizational chart is in the following page.



MDG
Associates, Inc.

ORGANIZATION CHART



SECTION 3. WORK PLAN AND SCOPE OF WORK

APPROACH TO WORK PROGRAM

MDG proposes to provide service on-site and at its home office as required by the City. We anticipate becoming an extension of City staff and would provide flexible scheduling which meets the needs of the City. In addition, we would make ourselves available to attend City Council meetings as requested by staff. We will make ourselves available during non-scheduled hours should the need arise by providing staff with our cell phone numbers.

Labor Resources:

The following table represents the projected labor-hour allocation to the project by individual task necessary to complete the scope of work:

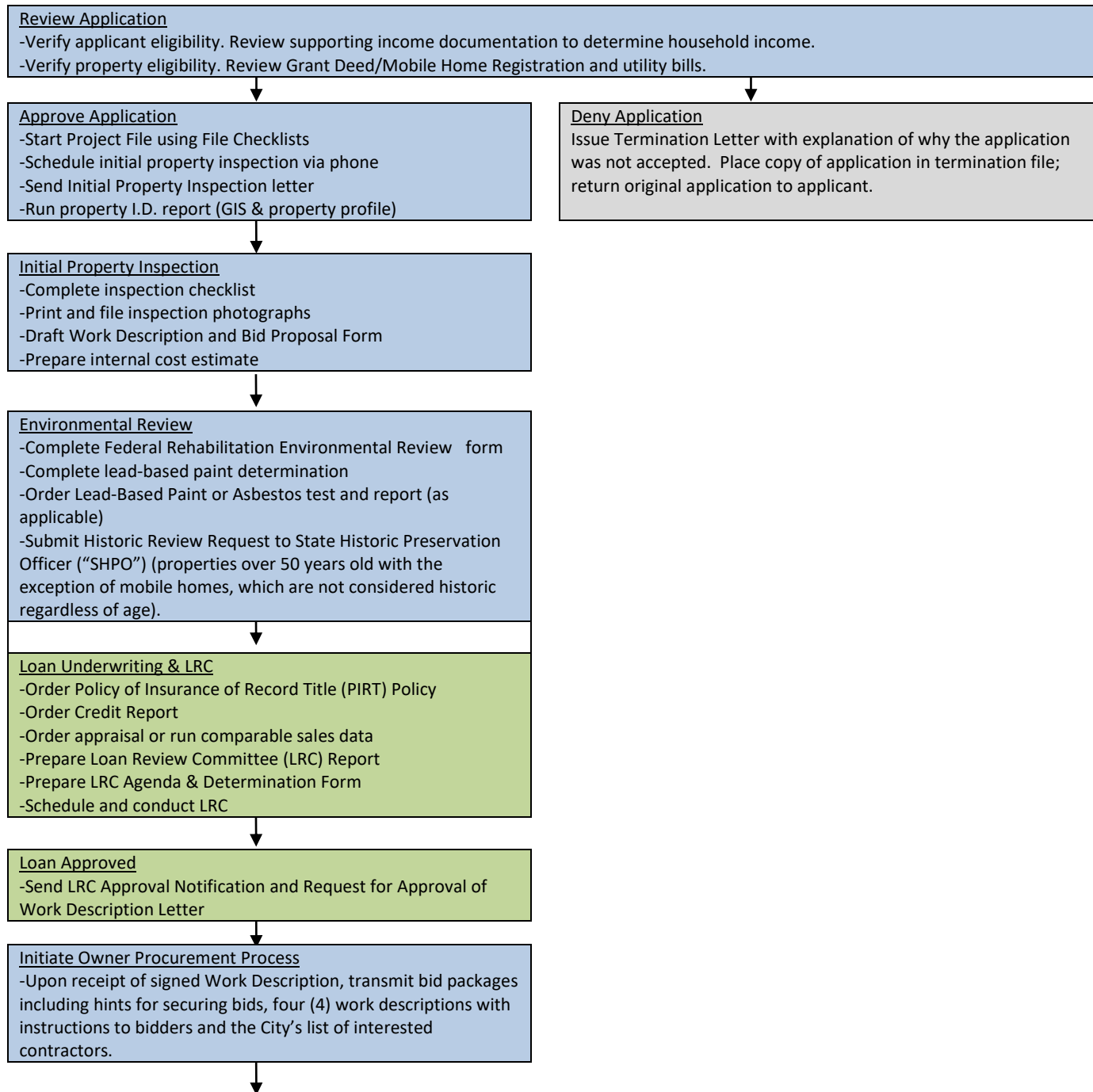
Labor-Hour Allocation

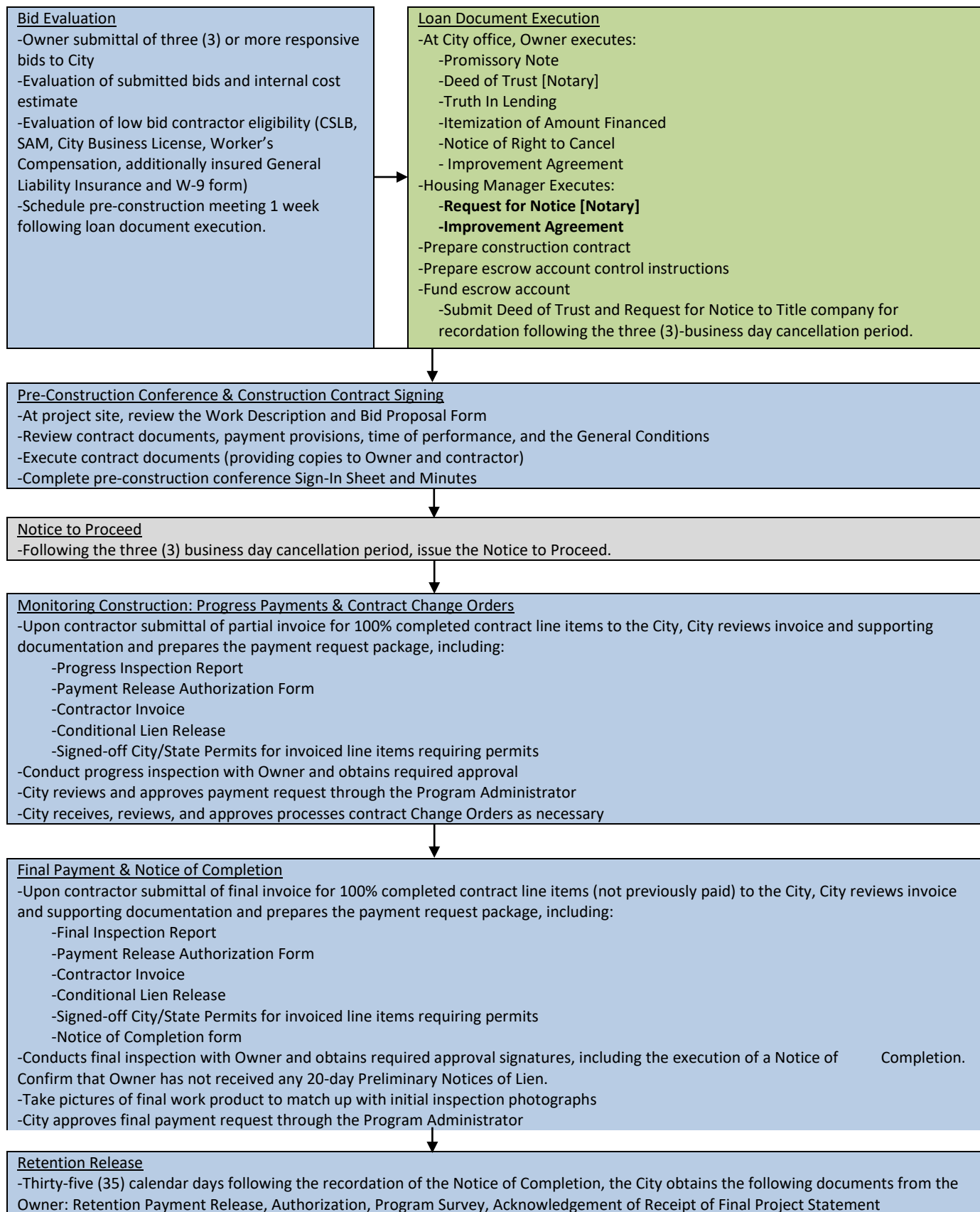
Scope of Work	Staff Person	Labor-Hour Assignment
Bid and Construction Management Services	Director	1 Hours / wk.
	Manager	1 Hours / wk.
	Senior Associate	8 Hours / wk.

*The labor-hour allocation may vary to meet the City’s business needs.

The flow chart on the following page describes the approach and methodology that MDG typically uses to accomplish the housing rehabilitation scope of work outlined in the RFP. Tasks that require City participation and/or involvement are noted. All other tasks are completed by MDG staff (blue items pertain to grant funded projects, green items together with blue items pertained to loan funded projects).

MDG ASSOCIATES, INC. REHABILITATION PROGRAM APPROACH





SCOPE OF WORK

In the provision of professional Bid and Construction Management Services to the City of Gardena for the Community Development Block Grant or HOME Investment Partnership Program (HOME) Residential Rehabilitation Programs, MDG will provide staffing and other resources required to perform the items listed in the Scope of Work of the RFP to include the following:

Loan Service Fees based on an average loan of \$25,000 per Applicant

Pre- Approval Process:

- Order Credit Report
- Order Title Report (Smart 60 or similar)
- Order Desktop Appraisals (if necessary)

Property Inspection & Work Specifications:

- Inspect Property
- Research City of Gardena records for Code/Health/Safety Violations
- Draft Construction Scope of Work (Work Write Up)
- Provide Construction Cost Estimates
- Consultant shall provide follow-up and related services as needed.
- Send Applicant WWU for review and revise as needed
- Order Lead Inspection Report

Bid and Construction Process:

- City Liaison with program recipient and contractor(s)
- Provide technical support
- Coordination of Bid Process
 - Procure for Construction Services
 - Selection and Award of Contract
 - Verification of License and Insurance Documentation
 - Conduct Mandatory Bid-Walk with Homeowner and Contractors (*single bid-walk*)
 - Review Bids, Prepare BID comparison and follow-up with Contractors
 - Attend Pre-construction/Loan & Contract Signing Meeting
- Construction Management
 - Conduct up to three (3) progress inspections
 - Prepare and Submit Progress Payment requests (up to three)
 - Submit Change Order request(s)
 - Assist staff with project close out ie., lien review, lien releases, prepare Notice of Completion
- Assist in Owner/Contractor Mediation, if necessary.

Assist with Lead Based Paint Abatement Services (as necessary)

- Verify licenses and certifications
- Order Abatement Specifications

- Review bids, prepare contracts between Abatement Contractor and Applicant
Inspect Abatement Project
- Process Payment(s)
- Process Lien Releases (as necessary)
- Order Clearance Reports

ADDITIONAL SERVICES AVAILABLE

In an effort to provide our clients with the flexibility of working with a consultant that offers a wide variety of services, MDG also offers the following services that may be useful to the City in the implementation of the Residential Rehabilitation Program:

Item Description:	Price:
Property Profile	\$25.00 each
Preliminary Title Report	At cost plus 10%
Policy of Insurance of Record Title (PIRT)	At cost plus 10%
Desktop Appraisal Services	At cost plus 10% (per property to determine compliance with Section 203(b) limit)
Recordation of Notice of Completion	At cost plus 10%

SECTION 4. EXCEPTIONS / DEVIATIONS

MDG does not have any exceptions to or deviations from the requirements specified in the City's RFP.



MDG
Associates, Inc.

APPENDIX "A"

Resumes of Key Personnel

**RUDY MUÑOZ**

President

AREAS OF EXPERTISE

Grants Management
 HUD CPD Programs
 Disaster Recovery Programs
 CARES Act
 Disaster Recovery Grant
 Reporting (DRGR) System
 Uniform Administrative
 Requirements-2 CFR Part 200

YEARS OF EXPERIENCE

37 Years

CERTIFICATIONS/TRAINING

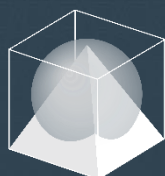
Certified HOME Program
 Regulations
 California General Contractor
 No. 681042
 ICBO Earthquake Retrofit -
 Wood Frame Certification
 Certified Lead Visual Inspector

EDUCATION

Bachelor of Architecture
 California Polytechnic
 University - Pomona

WORK HISTORY

MDG Associates, Inc.
 1991 - Present
 City of Huntington Park
 1988 - 1991



MDG
 Associates, Inc.

Rudy Muñoz serves as President and founder of MDG Associates, Inc. Over the past 31 years, he has assisted cities and counties with the design, administration, and implementation of their HUD-funded CPD Programs, including, but not limited to the CDBG, HOME, NSP and CDBG-DR programs. Rudy works with government agencies on the development of implementation strategies and tools that facilitate the management of their programs. He has been involved in HUD Disaster Recovery Programs since the 1994 Northridge Earthquake, where he directed the rehabilitation of over 300 homes for two cities in Los Angeles County. Rudy works as a subcontractor to several national Technical Assistance (TA) providers through HUD's Community Compass initiatives. He has provided classroom training on behalf of HUD including Basically CDBG, Assessment of Fair Housing (AFH), CPD Maps, eCon Planning Suite, and the Disaster Recovery Grant Reporting (DRGR) system. Due to his Spanish fluency, he has also provided all of the aforementioned training in Spanish for the Commonwealth of Puerto Rico and its municipalities.

PROJECT SPECIFIC EXPERIENCE

State of California - Disaster Recovery and Mitigation Grant Financial Management, Data, and Reporting

Subject Matter Expert – Team Co-lead | November 2019 - Current

Rudy is the working group co-lead for the implementation of the 2017, 2018, and 2020 disaster recovery and mitigation grants financial management, data, and reporting (FDR) unit of the State of California Housing and Community Development (HCD) Disaster Recovery unit. In total, he is working with seven disaster recovery and mitigation grants totaling approximately \$1.5 billion. Building on the basic framework of the CDBG program regulations, CDBG-DR Federal Register Notices, and the 2 CFR Part 200 regulations, Rudy has led the preparation of financial management policies and procedures, the development of standard operating procedures (SOPs), workflows, forms and documents, checklists, and system tools to assist HCD-DR staff in the fiscal management aspects of the disaster recovery and mitigation grants. He is assisting in conducting regularly scheduled reconciliations of their labor costs as well as the reconciliation across the three different program level systems (DRGR, Fi\$CaI, and Grants Network) and one project level system (eGrants). Rudy also provides technical assistance and training to new staff assigned to the disaster recovery program and regularly provides training for subrecipients in matters related to financial management.

Programs: CDBG-DR | CDBG-MIT | 2 CFR Part 200

Client: Wendy Nelson, Section Chief – Fiscal Compliance, California HCD
 2020 W. El Camino Avenue, Suite 200, Sacramento, CA 95833
 wendyp.nelson@hcd.ca.gov (916) 841-8996

**RUDY MUÑOZ**

President

PROJECT SPECIFIC EXPERIENCE

Rehabilitation Programs (multiple agencies)

Program Manager / President | 1985 - Current

Rudy has provided residential and commercial rehabilitation program administration services to the City of Upland in addition to approximately 40 other grantees / participating jurisdictions in the last 30 years. Rudy's services to Upland have supported improvements to residential and commercial structures in the low- and moderate-income sections of the community. Rudy has designed and implemented housing rehabilitation programs utilizing a variety of grants including, but not limited to, CDBG, HOME, state, and local redevelopment funds that resulted in the rehabilitation of over 1,000 residential dwellings. In addition, he has designed and implemented commercial rehabilitation programs utilizing CDBG and local funds that has resulted in the renovation of over 200 commercial buildings in commercial districts that serve the low- and moderate-income community. In this role, Rudy has developed program guidelines, policies and procedures, implementation forms and documents, and tracking and monitoring systems for these programs. Rudy is currently overseeing MDG program staff implementing these programs in cities across Southern California.

Programs: CDBG | HOME | Housing Rehabilitation | Commercial Rehabilitation

Client: Liz Chavez, Development Services Manager, City of Upland
460 N. Euclid Avenue, Upland, CA 91786 lchavez@ci.upland.ca.us (909) 931-4146

City of Paramount (plus various other cities), HUD CPD Programs Administration/Housing & Commercial Rehabilitation Administration

Program Manager / President | 2001 - Current

Rudy has provided program administration services to the City of Paramount in addition to 30 other grantees / participating jurisdictions during the last 20 years. Rudy's services to Paramount have supported improvements to a number of community facilities and infrastructure projects in the low- and moderate-income sections of the community. Rudy has designed and implemented a housing rehabilitation program utilizing HOME program funds that resulted in the rehabilitation of over 350 homes. In addition, he has designed and implemented a commercial rehabilitation program utilizing CDBG funds that has resulted in the renovation of over 60 commercial buildings in the City's core commercial district that serves the low- and moderate-income community. In this role, Rudy has developed program guidelines, supporting forms and documents, and tracking and monitoring systems for all of these programs to ensure compliance with CDBG and HOME regulations. Rudy is currently overseeing MDG program staff implementing these programs in cities across Southern California.

Programs: CDBG | HOME | Housing Rehabilitation | Commercial Rehabilitation

Client: John Carver, Community Development Director, City of Paramount
16400 Colorado Avenue, Paramount, CA 91723 jcarver@paramountcity.com (562) 220-2048

**RUDY MUÑOZ**

President

PROJECT SPECIFIC EXPERIENCE

“Basically CDBG” Curriculum Trainer / TA

Subject Matter Expert /Co-Lead Trainer | 2010 - Current

Rudy was a co-trainer under contract to Enterprise Advisors and ICF for HUD’s live in-person Basically CDBG Trainings from 2010 to 2017, which culminated in a recorded session in Atlanta, GA that was subsequently edited and used as part of HUD’s Basically CDBG Online e-learning curriculum that is available to the public on the HUDEXchange.info website. Rudy also worked with Enterprise and HUD Headquarters staff to produce the Basically CDBG Online e-learning curriculum that is currently posted to the HUDEXchange.info website (2019-2020). Specifically, Rudy assisted in writing the content for the topical capacity building modules, made recommendations for edits to the live video recordings and reviewed all content for consistency with current HUD policy and guidance. Rudy assisted in the translation of the Basically CDBG training slide deck and manual into Spanish and provided the training in Spanish for the Commonwealth of Puerto Rico.

Programs: CDBG | Federal Crosscutting

Client: Diane Lobasso, Senior Advisor, HUD Office of DAS for Grants Programs
451 7th St. SW, Washington, D.C., 20410 Diane.L.Lobasso@hud.gov (202) 402-2191

HUD CPD Program Trainings

Subject Matter Expert / Trainer | 2010 - Current

Rudy has provided a number of live in-person trainings on behalf of HUD through multiple service providers such as Enterprise Advisors, Cloudburst Group, ICF and NALCAB. Rudy has provided in-class training and technical assistance for grantees in two of HUDs reporting systems: the Integrated Disbursement and Information Systems (IDIS), and the Disaster Recovery Grant Reporting System (DRGR). He has assisted HUD Headquarters as a beta tester for the updates to the DRGR system as well as being a drafter/reviewer on the Ask A Question (AAQ) pool. Rudy was also selected as a trainer for the Assessment of Fair Housing (AFH) Final Rule and has also trained Financial Management Systems (2 CFR Part 200 - Uniform Administrative Requirements), eCon Planning Suite (for the development of Consolidated Plans and Action Plans); and CPD Maps. Rudy has provided all of the aforementioned training in English and in Spanish for the Commonwealth of Puerto Rico. In 2020, Rudy presented the CDBG-CV National Objectives training.

Programs: CDBG | Federal Crosscutting | AFH | IDIS | eCon Planning Suite

Client: HUD Office for Grants Programs
451 7th St. SW, Washington, D.C., 20410 Diane.L.Lobasso@hud.gov (202) 402-2191

**ESTHER LUIS**

Director

AREAS OF EXPERTISE

Grants Management
 HUD CPD Programs
 Housing Rehabilitation Programs
 Commercial Rehabilitation Programs

YEARS OF EXPERIENCE

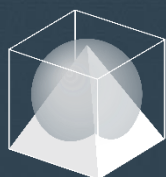
22 Years

EDUCATION

B.A. Sociology / Business Administration
 University of California
 Los Angeles

WORK HISTORY

MDG Associates, Inc
 2000 - Present
 Los Angeles County Development Authority (LACDA)
 1997 - 2000



MDG
 Associates, Inc.

Over the past 22 years, Esther has assisted multiple cities in the planning and implementation of housing and community development programs through HUD CPD and County Programs. Esther's focus is on the day-to-day administration of the CDBG, HOME, CDBG-CV programs, development of Action Plans, subrecipient (public service) management and monitoring, labor standards enforcement, compliance with federal reporting requirements including the Consolidated Annual Performance and Evaluation Report (CAPER), and all other aspects of program development, administration, implementation, and compliance.

PROJECT SPECIFIC EXPERIENCE**City of Paramount (and others) - CDBG and HOME Program Administration****Program Manager / Director | June 2013 - Current**

Esther provides the City of Paramount and other cities with day-to-day administration of the CDBG and HOME programs, including oversight of public service, public facilities and infrastructure improvements, affordable housing development, homeowner rehabilitation, and tenant-based rental assistance activities. This work includes development and implementation of the Notice of Funding Availability process, application eligibility reviews, facilitation of committee meetings, preparation of the Action Plan and associated approval documents, IDIS setup and management, performance and financial processing and monitoring, labor standards enforcement, subrecipient management, monitoring, capacity building, and preparation of the CAPER.

Programs: CDBG | HOME

Client: John Carver, Planning Director, City of Paramount
 16400 Colorado Avenue, Paramount, CA 90723
 JCarver@paramountcity.com (562) 220-2048

City of Walnut (and others) – CDBG Programs Administration (LACDA)**Lead Consultant | June 2000 - Current**

Esther oversees the implementation, administration, monitoring and compliance for the CDBG Program in the City of Walnut various other cities. She provides clients with day-to-day administration of the CDBG and CDBG-CV programs, including oversight of public facilities and infrastructure improvements, public service activities, economic development, and housing-related projects. Services include development of the annual Notice of Funding Availability, review of program applications for CDBG eligibility and consistency with the goals of the Consolidated Plan. Esther functions as the liaison between the City, LACDA, and federal and state agencies. She develops program performance metrics, completes financial processing and monitoring, and is responsible for labor standards enforcement, subrecipient management, and capacity building.

Programs: CDBG

Client: Chris Vasquez, Community Development Director, City of Walnut
 21201 La Puente Road, Walnut, CA 91789
 cvasquez@cityofwalnut.org (909) 595-7543

**ESTHER LUIS**

Director

PROJECT SPECIFIC EXPERIENCE**City of Paramount – CDBG-CV Administration****Program Manager / Director | June 2020 – June 2022**

Esther provided program administration services to the City of Paramount and others to evaluate the impacts of COVID-19 on housing availability and business retention, and assisted these cities to design, implement, and monitor CDBG-CV funded housing and business assistance programs. Esther helped to program close to \$1M in CDBG-CV U.S. Treasury resources in the period between June 2020 - June 2022. Esther developed program guidelines, supporting forms and documents, and tracking and monitoring systems to support rental assistance programs, business grant programs, and microenterprise assistance programs.

Programs: CDBG-CV | U.S. Treasury SLRF

Client: John Carver, Planning Director, City of Paramount
16400 Colorado Avenue, Paramount, CA 90723 JCarver@paramountcity.com (562) 220-2048

City of Carson – CPD Financial Management**Program Manager / Director | June 2017 – Current**

Esther provides technical assistance to enhance the City of Carson's capacity in their administration of federal and state grant programs including, but not limited to, setting up budgets based on the adopted Annual Action Plans; assisting in preparing agreements and purchase orders; and reviewing invoices and supporting documentation for compliance with applicable requirements (e.g., procurement, contracts, and Davis Bacon compliance, etc.). She also assists in setting up draws in the IDIS system upon reconciliation of the grantee's general ledger; conducts programmatic and financial monitoring of subrecipients and City Departments to assure that activities are compliant with agreements/MOUs and all applicable requirements. Esther assists in inputting quarterly accomplishments in IDIS; conducting annual reconciliations of City's accounts against entered IDIS data; tracks accounts/budgets for any carryovers or unexpended funds upon activity close-out; monitors and maintains program income and/or loan portfolio ledgers, and provides requested information to auditors during the single-audit process. Esther also oversees MDG program staff implementing the residential rehabilitation program.

Programs: CDBG | HOME | Housing Rehab Admin

Client: Saied Naaseh, Community Development Director, City of Carson
701 East Carson Street, Carson, CA 90745 SNaaseh@carsonca.gov (310) 952-1770



MIGUEL RAMIREZ

Manager

AREAS OF EXPERTISE

Residential Rehabilitation
Commercial Rehabilitation
Construction Management
Labor Compliance

YEARS OF EXPERIENCE

24 Years

CERTIFICATIONS/TRAINING

Lead-Based Paint Visual
Assessment Certification
Certified Lead Visual Inspector
Notary Public

EDUCATION

B.S. Urban and Regional
Planning
California Polytechnic
University - Pomona

A.S. Architectural Design
Long Beach City College

WORK HISTORY

MDG Associates, Inc.
2003 - Present

City of Lawndale
2001 - 2003

City of La Puente
1998 - 1999



MDG
Associates, Inc.

Over the past 24 years, Miguel has assisted multiple cities in the design, administration, and implementation of their residential rehabilitation programs funded with HUD CPD grant funds including CDG and HOME as well as state and local funds such as CalHOME (state) and Successor Agency (local/state) funds. He has assisted multiple cities in the design, administration, and implementation of their commercial rehabilitation programs funded CDBG and local funds.

Miguel has also been responsible for performing federal (Davis-Bacon and Related Acts) and state labor compliance and monitoring as well as the implementation of Section 3 requirements for capital improvement projects funded primarily through CDBG and HOME funds. Areas of specialization include estimating projects, preparation of bid packages, procurement of services, conducting inspections, and serving as liaison between contractors and contracted clients.

PROJECT SPECIFIC EXPERIENCE

City of Irvine (Plus various other Cities) - Residential Rehabilitation Program

Project Manager | July 2009 - Current

Miguel has provided residential rehabilitation program administration and implementation services to the City of Irvine in addition to six other grantees / participating jurisdictions during the previous 24 years. Miguel's services to Irvine have supported improvements to residential structures in for the low- and moderate-income residents of the City. He has been responsible for the design and day-to-day implementation of the housing rehabilitation programs, utilizing both CDBG and HOME program funds. His efforts have resulted in the rehabilitation of over 120 homes in the City and over the 24 years, Miguel has been responsible for the rehabilitation of over 800 dwelling units. In this role, Miguel has assisted in developing program guidelines and implementation documents; conducting initial and progress inspections; preparing the scope of work for the rehabilitation projects; provided guidance to applicants in the procurement of contractors; reviewed contractor payment requests and processed payments with the City; and closed out projects by filing a Notice of Completion for all projects.

Programs: CDBG | HOME | CalHome Residential Rehabilitation

Client: Amy Mullay, Senior Planner, City of Irvine
1 Civic Center Plaza, Irvine, CA 92606
amullay@cityofirvine.org | (949) 724-7454

City of Palmdale (plus various other cities) - Construction Management and Labor Compliance

Project Manager | 2016 - Current

Miguel has provided program administration services to the City of Palmdale in addition to various other cities. Miguel has been tasked with conducting and inspection of properties, and overseeing the City funded construction projects. His responsibilities included inspecting properties for deficiencies, preparation of a work description, preparation of a bid package, construction management to include inspection of construction completed, and labor compliance. Miguel has assisted in developing systems to ensure compliance with CDBG, HOME, and DIR regulations.

Programs: CDBG | HOME | Successor Housing Agency

Client: Sophia Reyes, Housing Manager, City of Palmdale
38300 Sierra Highway, Palmdale, CA 93550
sreyes@cityofpalmdale.org | (661) 267-5164

**MIGUEL RAMIREZ**

Manager

PROJECT SPECIFIC EXPERIENCE**City of Paramount (plus various Other Cities) - Commercial Rehabilitation Program****Program Manager | July 2008 - Current**

Miguel has provided program administration services to the City of Paramount in addition to 4 other grantees / participating jurisdictions during the last 24 years. Miguel's services to the City of Paramount have supported improvements to a number of community facilities in the low- and moderate-income sections of the community. Miguel has designed and implemented a commercial rehabilitation program utilizing CDBG funds that has resulted in the renovation of over 20 commercial buildings in the City's core commercial district that serves the low- and moderate-income community. In this role, Miguel has assisted in developing program guidelines, supporting forms and documents, and tracking and monitoring systems for this program to ensure compliance with CDBG regulations.

Programs: CDBG Commercial Rehabilitation

Client: John King, Assistant Planning Director-City of Paramount
16400 Colorado Avenue Paramount, CA 90723
JKing@paramountcity.com | (562) 220-2000

City of Paramount - CDBG-CV Program Administration**Co-Team Lead – Manager | July 2020 - Current**

Miguel provided program administration services to the City of Paramount as well as other cities to evaluate the impact of COVID-19 on housing availability and business retention and has assisted these cities to design, implement, and monitor CDBG-CV funded housing and business assistance programs. Miguel helped to program CDBG-CV U.S. Treasury resources in the period between July 2020-June 2021. Miguel developed program guidelines, supporting forms and documents, and tracking and monitoring systems to support rental assistance programs, business grant programs, and microenterprise assistance programs.

Programs: CDBG-CV | U.S. Treasury SLRF

Client: John Carver, Community Development Director, City of Paramount
16400 Colorado Avenue, Paramount, CA 91723
jcarver@paramountcity.com | (562) 220-2048

City of Hawthorne – Davis Bacon Compliance for Street Improvement Project**Lead Compliance Consultant | 2018-2019**

Miguel provided the overall labor compliance and Section 3 monitoring for the project. The Street Improvement Project consisted of the repaving of Prairie Avenue and the replacement of existing sidewalk ramps and replacing them with ADA compliant access ramps. Miguel was responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. Submit Semi-Annual and Annual reports to local counties and U.S Department of Housing and Urban Development (HUD).

Programs: CDBG | DBRA

Client: Kimberly Mack, Director of Housing, City of Hawthorne
4455 West 126th Street, Hawthorne, CA 90250
kmack@cityofhawthorne.org | (310) 349-1603

**ART GOMEZ**

Senior Associate

AREAS OF EXPERTISEResidential Rehabilitation –
CDBG, HOME, and CRA
funded

ERA Programs

YEARS OF EXPERIENCE

16 Years

CERTIFICATIONS/TRAINING

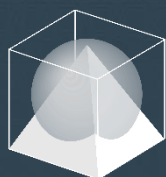
Real Estate Appraiser

ICC Certified California
Residential Building InspectorLead-Based Paint Visual
Assessment Certification

Certified Lead Visual Inspector

State of California Notary
Public

Certified Home Inspector

EDUCATIONAttended – East Los Angeles
College**WORK HISTORY**MDG Associates, Inc.
2006 - Present3-Day Express Appraisals
2001 - 2006**MDG**
Associates, Inc.

Over the past 16 years, Art has successfully administered hundreds of housing rehabilitation projects funded with CDBG, HOME, and CRA resources. Art has overseen the design and implementation of housing and community development rehabilitation programs for a number of client cities. Art focuses on strategic community investment in affordable housing and economic development to achieve local goals. Areas of specialization include all program development and implementation phases of housing rehabilitation programs, inclusive of all aspects of construction and financial management.

PROJECT SPECIFIC EXPERIENCE**City of Commerce - CDBG Housing Rehabilitation Program (LACDA)****Lead Consultant | October 2017 - Current**

Art provides program administration services to the City of Commerce for implementation of its housing rehabilitation program. In conjunction with these services, Art developed program guidelines, supporting applications, forms, eligibility determination documentation, and tracking and monitoring systems. Art performs program marketing, applicant outreach, applicant intake, applicant eligibility reviews, participates in applicant funding approval reviews, performs property inspections, performs initial lead-based paint reviews, prepares rehabilitation scopes of work and corresponding bid documents, oversees contractor procurements, conducts bid reviews, coordinates contract award and prepares contract and loan/grant documents, conducts pre-construction meetings, performs construction progress inspections, processes contractor payments, provides oversight to the project closeout process, and coordinates payment reimbursements and accomplishment reporting.

Programs: CDBG

Client: Viviana Esparza, Director of Community Development, City of Commerce
2535 Commerce Way, Commerce, CA 90040
vesparza@ci.commerce.ca.us | (323)722-4805

City of Carson - CDBG Housing Rehabilitation Program**Lead Consultant | June 2014 - Current**

Art provides program construction management and inspection services to the City of Carson for the implementation of its CDBG funded housing rehabilitation program. Art provides support to staff on eligibility determination documentation, and tracking and construction systems. Art performs provides support to staff on an as needed basis in program marketing, applicant outreach, applicant intake, applicant eligibility reviews, and coordinating with lead staff on the preparation and signing of loan/grant documents. Art performs property inspections, performs initial lead-based paint reviews, prepares rehabilitation scopes of work and corresponding bid documents, oversees contractor procurements, conducts bid reviews, coordinates contract award, conducts pre-construction meetings, performs construction progress inspections, processes contractor payments, provides oversight to the project closeout process, and coordinates payment reimbursements and accomplishment reporting.

Programs: CDBG

Client: Saied Naaseh, Community Development Director, City of Carson
701 East Carson Street, Carson, CA 90745
SNaaseh@carsonca.gov (310) 952-1770


ART GOMEZ

Senior Associate

PROJECT SPECIFIC EXPERIENCE

City of Downey – CDBG-CV Program Implementation

Case Manager / Senior Associate | 2020 – 2023

Art was the case manager on the implementation of the City's CARES Act federally funded Rental Assistance Program and Business Assistance Program. Art was responsible for responding to calls from residents and business owners and providing information on the requirements of the program. He was responsible for ensuring that all applications submitted were reviewed for eligibility and logged to ensure timely responses. Art oversaw a team of project assistants responsible for setting up digital file management systems during the pandemic to ensure all program records were maintained and accessible to MDG staff as well as City staff. Art was responsible for preparing and submitting monthly status reports to the Housing Manager. All of the work performed under this program were completed remotely during the raise of the COVID pandemic, requiring extensive coordination with all the members who were involved with the implementation of the program.

Programs: CDBG-CV

Client: Jessica Flores, Economic Dev. and Housing Manager, City of Downey
11111 Brookshire Avenue, Downey, CA 90241
jflores@downeyca.org | (601) 326-1168

City of Temecula, CDBG and CDBG-CV Program Administration

Case Manager / Senior Associate | November 2020 – December 2022

Art acted as the MDG Program Team Lead for the City of Temecula's CDBG-CV Program. Art evaluated the housing and business retention impacts of COVID-19 and assisted the City, in addition to two other cities, to design, implement, and monitor CDBG-CV funded housing and business assistance programs. Art performed program oversight of over \$5M in CDBG-CV resources during the time period of the pandemic. Art was responsible for tracking and monitoring systems supporting rental assistance, business assistance, and microenterprise assistance programs. He assisted in program implementation, inclusive of marketing, intake, verification of no duplication of benefits, non-debarment, programmatic verification, program reporting, and programmatic monitoring.

Programs: CDBG | CDBG-CV | U.S. Treasury SLRF

Client: Luke Watson, Deputy City Manager, City of Temecula
41000 Main Street, Temecula, CA 92590
Luke.Watson@temeculaca.gov | (951) 694-6400



MDG
Associates, Inc.

APPENDIX "B"

Licensing and Certifications

CITY OF RANCHO CUCAMONGA BUSINESS LICENSE TAX CERTIFICATE

"For Services Provided in the City of Rancho Cucamonga, California Only"

DBA M D G Associates, Inc.

Business Name

Business Location 10722 Arrow Rte #822
Rancho Cucamonga, Ca 91730-4808

Business Owner(s) Rodolfo E. Munoz

M D G ASSOCIATES, INC.
PO BOX 368
RANCHO CUCAMONGA, CA 91701-0368



**RANCHO
CUCAMONGA**

2023

**TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE**

Business Type CONSULTING

Description Consulting/Planning & Design

Certificate Number: 039068

Effective Date November 02, 2022

Expiration Date November 01, 2023

**THIS BUSINESS LICENSE TAX CERTIFICATE DOES NOT PERMIT A
BUSINESS THAT IS OTHERWISE PROHIBITED.**

For all inquiries regarding this certificate, contact the
Business Licensing Division at (909) 919-2948.

Printed on: 10/5/2021 3:04:34 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 37443**Legal Business Name:**

MDG ASSOCIATES, INC.

Doing Business As (DBA) Name 1:

MDG ASSOCIATES, INC.

Doing Business As (DBA) Name 2:**Address:**

P.O. BOX 368

RANCHO CUCAMONGA

CA 91729

Email Address:

gmunoz@mdg-ldm.com

Business Web Page:**Business Phone Number:**

909/476-9696

Business Fax Number:

909/476-6086

Business Types:

Service

Certification Type	Status	From	To
SB(Micro)	Approved	10/05/2021	10/31/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



The U.S. Department of Housing and Urban Development
Office of Affordable Housing Programs

Is Pleased To Recognize

Rudy Munoz

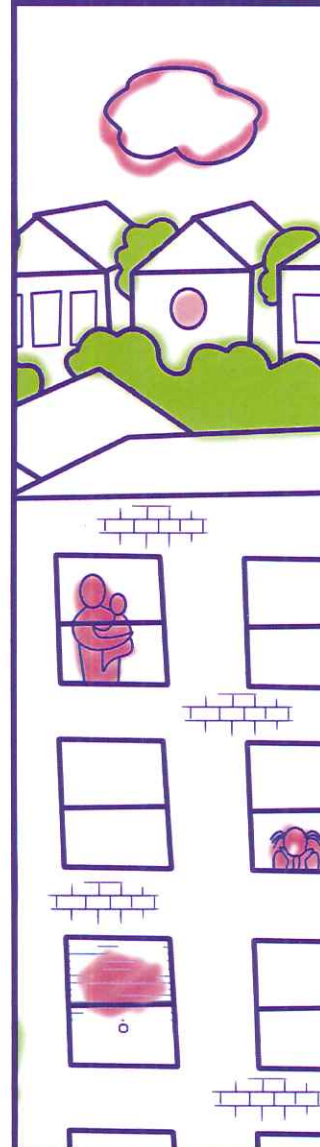
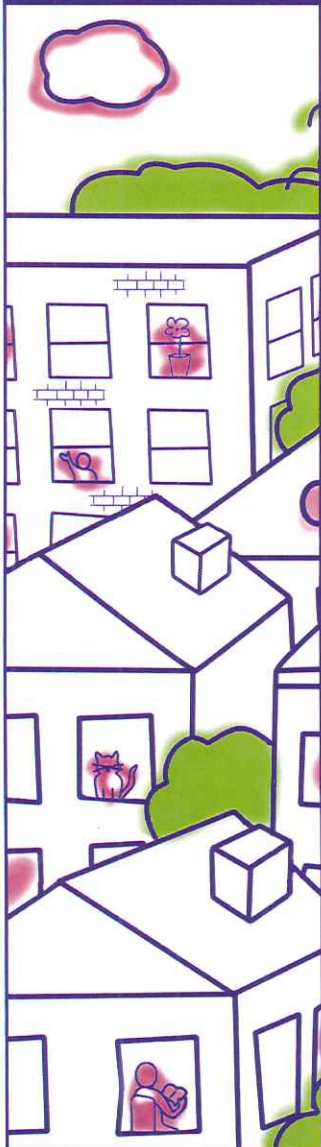
As a

**Certified HOME Program Specialist—
Regulations**

January 2007

A handwritten signature in blue ink, reading "Anna Maria Farias", is positioned above the printed name.

Anna Maria Farias,
Deputy Assistant Secretary for Grant Programs



CONGRATULATIONS

Rady Munoz

*has successfully completed the U.S. Department
of Housing and Urban Development,
Office of Healthy Homes and Lead Hazard Control*

VISUAL ASSESSMENT COURSE

pursuant to 24 Code of Federal Regulations Part 35

*Jonnette G. Hawkins
Director, Program Management and Assurance Division
Office of Healthy Homes and Lead Hazard Control*



U.S. Department of Housing and Urban Development

INTERNATIONAL CODE COUNCIL

MIGUEL RAMIREZ

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

CALIFORNIA RESIDENTIAL BUILDING INSPECTOR

Given this day of June 29, 2018

Certificate No. 8491147



Jay Elbettar
President, Board of Directors



Dominic Sims
Chief Executive Officer



INTERNATIONAL
CODE
COUNCIL®



Certificate of Completion

This is to certify that
MIGUEL RAMIREZ

has satisfactorily completed
ICC/IRC – RESIDENTIAL CODE

on this 27TH day of OCTOBER , 20 16



**CONTRACTORS STATE
LICENSE SERVICES**

David Mijener
AUTHORIZED SIGNATURE

INTERNATIONAL CODE COUNCIL

ARTHUR GOMEZ

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

CALIFORNIA RESIDENTIAL BUILDING INSPECTOR

Given this day of July 05, 2018

Certificate No. 8906616



Jay Elbettar
President, Board of Directors



Dominic Sims
Chief Executive Officer



INTERNATIONAL
CODE
COUNCIL®



CONGRATULATIONS

Arthur Gomez

*has successfully completed the U.S. Department
of Housing and Urban Development,
Office of Healthy Homes and Lead Hazard Control*

VISUAL ASSESSMENT COURSE

pursuant to 24 Code of Federal Regulations Part 35

*Jonnette G. Hawkins
Director, Program Management and Assurance Division
Office of Healthy Homes and Lead Hazard Control*



U.S. Department of Housing and Urban Development



MDG
Associates, Inc.

APPENDIX "C"

Required Form

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
GARDENA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Gardena Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

MDG Associates, Inc.

(Firm name)

Rudy E. Munoz, President

(Print name and title of person signing for firm)



(Signature/date)



MDG
Associates, Inc.

APPENDIX "D" **Price Form**

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: CITY OF GARDENA

DESCRIPTION OF WORK: Bid and Construction Management Services

CONSULTANT'S NAME/ADDRESS:

MDG ASSOCIATES, INC.

10722 Arrow Route, Suite 822

Rancho Cucamonga, CA 91730

NAME/TELEPHONE NO. OF
AUTHORIZED
REPRESENTATIVE

Rudy E. Muñoz, President

(909) 476-9696 ext. 103

**ANNUAL PURCHASE
ORDER**

The Initial Agreement Period shall be effective on October 1, 2023 plus Two (2) two year option renewal periods.

Anticipated Contract Term:

The contract term shall be effective on or about October 1, 2023 through June 30, 2024 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026.
- Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2028.

Consultant to be paid from Community Development Block Grant (CDBG) or HOME Investment Partnership Program (HOME) administration funds received by the City from the U.S. Department of Housing and Urban Development.

Please provide a detailed fee schedule and information, and any other incidental or additional costs required to complete the Scope of Work requirements.

APPENDIX “D” - FEE SCHEDULE

PRICING PROPOSAL

Based on the scope of work included in the City’s RFP, MDG proposes to bill on a time and material basis, based on the attached Rate Schedule (see Attachment “A”) that are effective July 1, 2023, for the actual level of effort necessary to perform each component of the scope of work. In addition, should the City offer an agreement for additional years beyond the first year, the Rate Schedule provides the effective rates through June 2028.

ADDITIONAL RRP SERVICES AVAILABLE

Item Description:	Price:
Property Profile	\$25.00 each
Preliminary Title Report	At cost plus 10%
Policy of Insurance of Record Title (PIRT65)	At cost plus 10%
Desktop Appraisal Services	At cost plus 10% (per property to determine compliance with Section 203(b) limit)
Recordation of Notice of Completion	At cost plus 10%

ATTACHMENT "A"**MDG Associates, Inc.****SCHEDULE OF HOURLY BILLING RATES**

Rates effective as of July 1, 2023

Title	PY 2023-2024	PY 2024-2025	PY 2025-2026	PY 2026-2027	PY 2027-2028
President/Senior Vice President	\$128.00	\$131.00	\$134.00	\$138.00	\$141.00
Vice President	\$122.00	\$125.00	\$128.00	\$131.00	\$135.00
Director	\$117.00	\$120.00	\$123.00	\$126.00	\$130.00
Manager	\$112.00	\$115.00	\$118.00	\$120.00	\$123.00
Senior Associate	\$106.00	\$108.00	\$111.00	\$114.00	\$117.00
Associate	\$95.00	\$98.00	\$100.00	\$103.00	\$105.00
Senior Project Assistant	\$78.00	\$80.00	\$82.00	\$84.00	\$86.00
Project Assistant	\$73.00	\$75.00	\$77.00	\$79.00	\$81.00
Secretary	\$51.00	\$52.50	\$54.00	\$56.00	\$57.00

NOTE: Each additional year represents an increase of 2.5%

Note: If MDG staff is requested by the City to attend a meeting not considered a part of this proposal or on a day in which a consultant is not scheduled to be on site, the City shall be billed for the time it takes to drive to and from the City and its corporate office.

Reimbursable Items:

Project Supplies	At Cost plus 10% surcharge (If applicable)
Prints/Reproductions	At Cost plus 10% surcharge (If applicable)
Postage/Delivery	At Cost plus 10% surcharge (If applicable)



CITY OF GARDENA



Proposal

CDBG Program Administration Services (CDBG/HOME)

September 7, 2023





September 7, 2023

City Clerk's Department
City of Gardena
1700 West 162nd Street
Gardena, California 90247

Subject: Proposal for CDBG Program Administration Services (CDBG/HOME) 0198

The City of Gardena is seeking the services of a professional firm to assist in the administration of the Community Development Block Grant Program (CDBG), and HOME Partnership Investment (HOME) programs. **Willdan Engineering (Willdan)**, a wholly owned subsidiary of Willdan Group, Inc. and incorporated in the State of California, has a full complement of resources under one roof to deliver all the City's requested services. We believe that our team is uniquely well qualified to provide these professional services to the City for the following reasons:

Extensive Grant Management and Administration Experience — Willdan provides professional support with the overall management of grants, including Federally-funded programs. Our employees understand the grant cycle from the proposal stage to the grant/contract close-out process. Willdan has administered all aspects of HUD-funded programs for municipalities. We have oriented our practice to support an agency's grant compliance, budget targets and performance priorities consistent with HUD, OMB Circulars, State, and local requirements.

Experienced Personnel – Our key personnel have extensive experience with grant funded projects. Willdan believes that our approach to fulfilling the required depth of experience is best met through our expert team of grant administration specialists. Our proposed project manager, Jennifer Maria, has over 16 years of grant management experience at the federal and local level drafting, reviewing, and aligning program policies and HUD regulations pursuant to 24 CFR 570, Federal Register, and HUD CPD notices.

As Director of Planning, I am committed to prioritizing the City's requirements and delivering the resources and expertise you need to achieve optimum results throughout the contract's duration. This proposal is valid for 90 days from the date of submittal. We look forward to partnering with the City of Gardena and assisting them with their program administration needs. If there are any questions regarding our qualifications or this submittal, please contact Jennifer Maria, our proposed Project Manager, by phone at (562) 380-1822 or by email at jmaria@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

Salvador Lopez Jr.
Director of Planning

Jennifer Maria
Deputy Director of Planning

TECHNICAL PROPOSAL

Qualifications, Related Experience and References

Willdan Engineering, a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allows us to provide a comprehensive and integrated approach to our clients' planning, engineering, financial, economic, public facility, public safety, and energy sustainability solutions. Today, Willdan operates out of 60 offices located throughout the United States – including our 5 southern California office locations (Cities of Industry, Anaheim, Riverside, San Bernardino, and Ventura) and over 1,500 employees. We have supported implementation of community visions through engineering, design engineering, construction management, inspection, planning and environmental, building & safety, and staff augmentation services.



Willdan has the financial strength and wherewithal to complete all projects it undertakes. This is due, in part, to a strong, dependable reputation in the consulting industry and a stable client base that continues to expand through repeat customers and referrals, as well as through new service areas. Financial information, including information on revenue, earnings, and cash flow, can be found on the Investors page of our Web site at <https://ir.willdangroup.com/>.

Our full complement of support disciplines provides effective and efficient solutions to resolve ever-changing challenges experienced by municipal agencies today – and in the future. Throughout our 59-year history, Willdan has been a consistent industry leader providing all aspects of municipal, infrastructure, and transportation engineering; program management; financial consulting; municipal planning; environmental; energy-related services, along with a full complement of related disciplines. Dedicated to providing public agencies with reliable, quality, and cost-effective services, Willdan merges sound solutions with a solid respect for the fiscal responsibility faced by local agencies and the concerns of affected communities. This approach has proven responsive to the most challenging budget, schedule, and aesthetic requirements. It is a contributing factor to our industry reputation and our company growth. Willdan addresses the varied demographics of our public agency clients through focused, specialized services offering ***solutions tailored to the unique goals and visions of each agency.***

Housing and Community Development

Willdan staff has substantial training and experience in providing a variety of community development services to governmental agencies across California. We have administered all aspects of HUD-funded grant programs in many cities. Our community development staff has procured grants and other forms of funding from the Department of Housing and Urban Development (HUD) and the State Department of Housing and Community Development (HCD) for a variety of purposes, including housing rehabilitation, first-time homebuyer assistance, and public works/community facility projects. Our staff has also conducted a wide range of housing studies, including inventories and analyses of potential housing sites, housing condition surveys, housing element updates, and affordable housing strategies.



Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. Our community development staff has strong organizational skills and works efficiently to comply with grant program deadlines.

Grant Administration

Effective grant administration is essential for the successful management and performance of the City's various HUD-funded projects. Further, with the release of the "Uniform Guidance" by the U.S. Office of Management and Budget (OMB) on December 26, 2013 (codified at 2 CFR Part 200), Willdan understands the need to ensure that grant operations are efficient, accurate and transparent. Staff have developed several assessment tools and templates designed to assist grantees implement and adhere to HUD guidelines and OMB administrative requirements.



Staff have gained experience in the following areas:

- Proficient use of the Integrated Disbursement Information System (IDIS) and Disaster Recovery Grant Reporting System (DRGR)
- Financial and performance reporting through the Consolidated Annual Performance Report (CAPER)
- Subrecipient monitoring in accordance with applicable OMB Circulars and enabling grant statutes.
- Annual single audit preparation
- Technical assistance to provide guidance in the interpretation of the Code of Federal Regulations and Circulars, as well as appropriate use of federal funds, etc.
- Grant proposal coordination and budget preparation
- Documentation of procedures and training of staff and subrecipients
- Presentation of reports to executives and council/board members; and
- Coordination across multiple agency stakeholders including city staff, elected officials, HUD, and other consultants to advise on the status of funding and to ensure earmarking requirements are met.

Labor Compliance Expertise

Willdan has provided Labor Compliance services for over 30 years. Our labor compliance staff have completed monitoring and enforcement assignments for public agencies throughout California. Willdan's Labor Compliance Management process has been perfected through continual reviews and updates. It maximizes efficiency and minimizes costs while optimizing client comfort. We provide contractor support by phone and email to ensure a smooth process throughout the project. Our team can assist the City in compliance with applicable Federal, State, County, and local labor laws.



List of Similar Services Previously Provided

The following table shows the extent of our CDBG, HOME, and other Community Development Experience for municipalities throughout California. These projects were completed by the staff listed in this proposal.



Client	Successful Grant Applications	CDBG/HOME Administration	Rental Assistance	Residential Rehabilitation	Commercial Rehabilitation	Economic Development & Redevelopment	Labor Compliance
City of Alhambra				•	•		
City of Anaheim		•	•			•	•
City of Azusa	•			•	•		
City of Bell	•	•		•	•		
City of Bell Gardens	•	•		•	•		•
City of Bellflower	•	•		•			
City of Burbank		•		•			•
City of Calimesa	•	•		•			•
City of Clearlake	•	•		•			
City of Colusa	•	•		•			
City of Costa Mesa		•		•		•	•
City of Covina		•					
City of Cudahy		•					
City of Culver City	•		•	•			
City of El Monte		•					•
City of Escondido		•					
City of Hanford		•		•			
City of Hawaiian Gardens	•	•	•	•	•	•	•
City of Hawthorne			•				
City of Huntington Park				•	•		•
City of Irwindale				•		•	
City of La Cañada Flintridge		•		•			•
City of La Habra		•	•	•	•	•	
City of La Puente		•			•	•	
City of Lake Forest		•				•	•
City of Lancaster				•		•	
City of Long Beach		•		•			•
City of Lynwood	•	•		•		•	•
City of Maywood						•	•
City of Montebello				•			
City of Norco				•			
City of Ontario		•		•		•	
City of Oroville		•		•			•
City of Palmdale		•				•	
City of Paramount	•	•		•	•	•	•
City of Pomona		•	•				
City of Rancho Cucamonga		•		•			
City of Redondo Beach		•					
City of Rosemead	•	•		•	•		•
City of San Gabriel		•		•	•		



Client	Successful Grant Applications	CDBG/HOME Administration	Rental Assistance	Residential Rehabilitation	Commercial Rehabilitation	Economic Development & Redevelopment	Labor Compliance
City of San Joaquin	•	•		•			
City of Santa Monica		•	•	•			
City of Sierra Madre	•			•		•	•
City of Signal Hill						•	
City of South El Monte		•		•			•
City of Temple City		•		•			
City of Thousand Oaks				•			
City of Torrance			•				
City of Upland	•		•	•	•	•	
City of West Hollywood		•		•	•		
City of Westlake Village				•			
City of Whittier						•	•
City of Woodland		•		•		•	•
County of Colusa	•	•		•			
County of Los Angeles				•	•	•	
County of Orange		•					
County of Placer	•	•		•			
County of Ventura		•		•			

Subconsultants

Willdan's strength of staffing resources and available in-house disciplines enables us to provide all services and disciplines required for the City's request without the use of subconsultants. However, should the need arise, Willdan maintains a database of subconsultant firms – including certified disadvantaged business enterprise firms. We have worked with these subconsultants in the past and will submit their qualifications to the City for approval to assist the City in meeting DBE goals for state- or federally funded projects.

References

Client:	City of Moreno Valley
Contact:	Dena Heald, Deputy Finance Director , (951) 413-3063, denah@moval.org
Services:	CDBG, HOME, ESG, CDBG-CV, HOME-ARP, and NSP Grant Administration Services Willdan is currently providing Grant Administration Services to administer the City's Housing and Urban Development (HUD) Programs, Services and Activities Related to Community Development Block Grants (CDBG), Community Development Block Grant – Corona Virus funds (CDBG-CV), Home Investment Partnership Program (HOME), Emergency Solution Grant (ESG), HOME-ARP, and Neighborhood Stabilization Program Grant (NSP). Successful grant closeout of NSP3 and NSP1.
Team:	Jennifer Maria, Rina Galit, Rebecca Acevedo



Client:	City of Pomona
Contact:	Beverly Johnson, Housing Services Manager, (909) 620-2433, beverly.johnson@pomona.gov
Services:	5-Year ConPlan, Annual Action Plan, Analysis of Impediments Willdan is assisting the City with the preparation of its 2023-2028 Five-Year Consolidated Plan, Annual Action Plan, Analysis of Impediments.
Team:	Salvador Lopez Jr., Jennifer Maria, Natalia Lopez
Client:	City of Cerritos
Contact:	Fredy Bonilla, Assistant Civil Engineer, (562) 916-1229 fbonilla@cerritos.us
Services:	CDBG Labor Compliance Monitoring and Enforcement Services Willdan was retained to perform labor compliance monitoring and enforcement for Gridley and Reservoir Hill Park and playground improvements projects utilizing Community Development Block Grant (CDBG) funding throughout the City of Cerritos. Willdan has been retained for additional labor compliance services for CDBG-funded projects.
Team:	Salvador Lopez Jr., Jane Freij

Proposed Staffing and Project Organization

Willdan is committing high-performing core team members dedicated to the City, who will be led by our proposed Project Manager, Jennifer Maria. We have committed additional qualified staff with commensurate experience who are available to assist the City with their program administration assistance needs. Our staff is well qualified to provide the services the City seeks based on their education, career training, and work experience. As this broad experience indicates, our staff has worked in a wide range of multi-cultural communities and has the experience and knowledge to successfully implement programs in politically and culturally diverse cities.



Jennifer Maria

Project Manager

Education | Credentials

BS, Business Administration | Grant Writing & Administration Course | 16 Years' Experience

Experience that benefits the City:

- Extensive experience with a variety of government funded programs: CDBG, HOME, HUD, NSP. Etc.
- Home Improvement Program Grant Administration, City of Santa Fe Springs
- On-Call Grant Administration, City of Moreno Valley
- CDBG Coordinator/HR Manager, CDBG/CDBG-CV Program Implementation and Administration, City of Cudahy

Willdan's Project Manager **Jennifer Maria** is the Deputy Director of Planning at Willdan Engineering who possesses over 16 years of grant experience. Jennifer is experienced in the administration of HUD-funded programs, such as the Community Development Block Grant (CDBG) and the HOME Investment Partnerships Program (HOME). Additionally, Jennifer is experienced with the implementation and administration of Neighborhood Stabilization Program (NSP) projects, Housing Rehabilitation (Grant/Loan Program), Code Enforcement, Economic Development, Public Facilities and Public Service Programs.



**Sal Lopez Jr.****Principal in Charge**[Education | Credentials](#)

BS, Urban and Regional Planning | 24 Years' Experience

Experience that benefits the City:

- Project management of multiple planning entitlement and environmental projects
- Principal-in-Charge/Quality Assurance Manager, CDBG Program Administration, Cities of Moreno Valley, Torrance, and Temple City

Willdan's Principal-in-Charge, **Sal Lopez Jr.** has over 24 years of experience managing and preparing planning studies, public policy plans, and environmental documents pursuant to CEQA and NEPA. He has an extensive working knowledge of public policy, grant writing, grant management, data analysis, public/community relations, and city planning experience. Sal is highly experienced at managing and leading multi-disciplinary teams in all aspects of policy and planning for public agencies. His expertise encompasses a range of planning capabilities, including current, advance, environmental, and active transportation planning and housing and community development.

**Christine Kudija****Environmental Compliance**[Education | Credentials](#)

Juris Doctor, MLA – Landscape Architecture, BA, Botany, Certified Planner, No. 085436, Attorney, CA State Bar No. 22233 | 35+ Years' Experience

Experience that benefits the City:

- Environmental Planner, County of San Joaquin
- Environmental Planner, Cities of Hughson, and Burbank
- Project Manager - Planning Services, County of Sacramento

Christine Kudija has extensive planning expertise in environmental analysis and application processing/development services. She specializes in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation for public agency and private projects. She has contributed her expertise to public works improvement projects such as regional corridor enhancements, street widenings, intersections, rural bridge replacement, parks, trails, and other infrastructure, and to residential and commercial development.

**Jane Freij****Labor Compliance Manager**[Education | Credentials](#)

BA, Linguistics | 24 Years' Experience

Experience that benefits the City:

- CDBG Labor Compliance, Cities of Bell Gardens, Burbank, Commerce, Hawaiian Gardens, Maywood, and Pomona
- FHWA Labor Compliance, Cities of Baldwin Park, Commerce, Hawaiian Gardens, Maywood, and Pomona

Jane Freij is an experienced Labor Compliance Officer/Project Manager with a proven track record of profitability achieved through comprehensive and effective management of time and budget. Her key areas of expertise include state and federal labor law compliance, scheduling and budgeting, contract administration/negotiation, policy and procedure development, and legal writing/editing. Jane provides oversight of labor compliance monitoring services for local, state, county, and federally funded projects under the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the U.S. Department of Housing and Urban Development (HUD), and the U.S. Environmental Protection Agency (EPA).

Program Resources and Analysts

Willdan's key personnel will be supported by the following team members. The listed staff will be supported by in-house engineers, analysts, and technicians if workload demands warrant.

Grants Technical Advisor – Robert Quaid, CPA will serve as the Grants Technical Advisor. Robert has over 35 years of experience, a degree from the University of Southern California and is a Certified Public Accountant. Robert provides project management, procedural support and quality review for Willdan's District Administration and Financial Services Consulting groups. Robert also serves as the lead consultant for grant administration, cost of service and cost audits and as interim finance/administrative staff to client agencies.

Housing Programs Coordinator – Suzanne Ruelas possesses in-depth expertise in housing and community development programs. Her experience encompasses administering public agency housing and economic development programs, managing grant funding, and preparing reports submitted to the U.S. Department of Housing and Urban Development and State of California Department of Housing and Community Development.

Grants Analysts – Natalia Lopez and Rina Galit are experienced in the research and analysis required to administer HUD Entitlement grant funds awarded to local government agencies for eligible activities, including IDIS interface management, research of applicable laws and regulations, report preparation, and applicable regulatory guidance for client agencies.

Labor Compliance Specialist – Amanda Perez has over 11 years' experience. She monitors labor compliance projects to ensure conformity to Federal and State regulations and regularly assists the manager with larger-scale labor compliance contracts. Amanda conducts comprehensive audits of projects for the Director of Construction Management & Inspection Services for accuracy and compliance. Amanda has completed labor compliance administration on projects for the Cities of Ridgecrest, Hawaiian Gardens, Highland, Rolling Hills Estates, Bell, Lynwood, Whittier, and Pico Rivera.



Jennifer Maria

Role: Project Manager

Title: Deputy Director

Profile Summary

Education:	<ul style="list-style-type: none"> BS, Business Administration Mount Stain Mary's University, Certificate of Completion - Grant Writing and Administration, California State University Dominguez Hills
Experience	<ul style="list-style-type: none"> 20 Years

Jennifer Maria is experienced in implementing and administering Federally Funded programs such as Community Development Block Grant (CDBG) Programs, HOME Investment Partnership Programs, as well as other grant programs funded under the U.S. Department of Housing and Urban Development (HUD). Jennifer is also well-versed in oversight and implementation of HUD-funded activities, including Housing Rehabilitation (Grant/Loan), Code Enforcement, Economic Development, Public Facilities, and Public Service Programs. Jennifer possesses 20+ years of public sector experience in disciplines including community development, grant writing and administration, recycling programs (including SB1383 compliance), and Human Resources Management

Relevant Project Experience

Grant Administration Services, City of Moreno Valley, California. Special Projects Support. Jennifer currently assists in the provision of on-call grant administration services to the City for their CDBG, HOME, NSP and ESG programs. She primarily assists with the implementation of the NSP1, NSP3 and HOME funded affordable housing projects, while providing as-needed technical advisement for inquiries related to CDBG program implementation/administration.

Grant Administration and Closeout (NSP1 & NSP3), City of Compton, California. Ms. Maria assists the City with grants management and closeout services for each funding source. She also assists the City with program file review, coordination with HUD representatives, and responds to monitoring requests as part of closeout process. Ms. Maria maintains project data in the DRGR grants system.

Housing Rehabilitation Services, City of Santa Fe Springs, California. Ms. Maria assists the City of La Verne with implementation services for an ARPA-funded Housing Rehabilitation Program. Ms. Maria assisted the City with program guideline development and marketing strategies. She currently assists the City with client intake processes, program eligibility determinations, home inspections, work write-ups, bid review, and project management for each participant file.

City of Pomona, CA, Grant Administration – Ms. Maria assisted the City of Pomona with necessary data analysis, technical assistance, and report development of the City's 5-year Consolidation and Annual Action Plan.

Housing Rehabilitation Services, City of La Verne, California. Jennifer assists the City of La Verne with implementation services for an ARPA-funded Housing Rehabilitation Program. Jennifer assisted the City with program guideline development and marketing strategies. She currently assists the City with client intake processes, program eligibility determinations, home inspections, work write-ups, bid review, and project management for each participant file.

Housing Rehabilitation & Sewer Connection Program Implementation Services, City of La Cañada Flintridge, California. Jennifer assists the City with implementation services for the CDBG-funded Housing Rehabilitation Program & Sewer Connection Program. She performs client intake processes, program eligibility determinations, and full project oversight for each participant's project file.



Salvador Lopez Jr.

Role: Principal-in-Charge/Quality Assurance Manager

Title: Director

Profile Summary

Education:	▪ BS, Urban and Regional Planning, California State Polytechnic University, Pomona
Experience	▪ 24 Years

Sal Lopez Jr. possesses planning expertise and experience spanning all aspects of planning, including current, advance, and environmental planning, as well as active transportation planning and housing and community development. He is highly experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies.

Relevant Project Experience

Planning and Environmental Services, City of Artesia, CA. Managing Planner. Willdan provides comprehensive plan review, processes land use entitlement applications; prepares general plan text or map amendments; prepares or amends specific plans; prepares zoning code text or map amendments; and prepares related environmental studies. We developed the Artesia LIVE Specific Plan and the mixed-use overlay zone ordinance to demonstrate a clear vision for new mixed-use developments in the city and as an economic development tool that will facilitate new future development and provide housing opportunities.

Special Project Planning Services, City of Artesia, California. Project Manager responsible for overall project management and oversight of on-call planning services provided to the City. Contract planning services encompass reviewing and processing land use entitlement applications; preparing general plan text or map amendments; preparing or amending specific plans; preparing zoning code text or map amendments; and preparing related environmental studies. Performance of these responsibilities requires expertise and knowledge in general plan compliance and implementation, CEQA/NEPA conformance, project management, and general planning procedures.

Planning and Environmental Services, City of Hemet, CA. Interim Community Development Director. Willdan is currently providing an interim Community Development Director to oversee and lead the activities of the Community Development Department. Mr. Lopez is managing the Department's workload involving site development review, design review, entitlement processing, CEQA documentation, general plan and zone text amendments, development plan check services, housing services and economic development services - attend meetings, identify project milestones, outreach compliance, environmental review, and respond to state and federal requirements.

Planning and Environmental Services, City Cudahy, CA. Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Willdan provides full-time contract planning services for the City's Planning Division as well as for Interim Community Development Director. Programs involved land use planning; complex land use development projects; general administration of City-initiated planning work and studies; conceptual plans; land use entitlement applications; general plan, specific plan, and zoning code updates and map amendments; and initial studies under the California Environmental Quality Act and related environmental documents.



Christine Kudija, JD, AICP**Role: Environmental Compliance****Title: Principal Planner****Profile Summary**

Education:	<ul style="list-style-type: none"> ▪ Juris Doctor, Northwestern School of Law, Lewis and Clark College ▪ MLA, Landscape Architecture, California Polytechnic University, Pomona ▪ BA, Botany, University of California, Santa Barbara
Registration:	<ul style="list-style-type: none"> ▪ Certified Planner, American Institute of Certified Planners No. 085436 ▪ Attorney, California State Bar No. 22233
Experience	<ul style="list-style-type: none"> ▪ 35 Years

Christine Kudija has extensive planning expertise in environmental analysis and application processing/development services. She specializes in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation for public agency and private projects. She has contributed her expertise to public works improvement projects such as regional corridor enhancements, street widenings, intersections, rural bridge replacement, parks, trails, and other infrastructure, and to residential and commercial development. Christine's planning expertise covers General Plan and zoning code updates, ordinance drafting, Housing Element preparation, and application processing. Christine is experienced in project-specific air-quality analysis utilizing the California Emission Estimator Model (CalEEMod) and the Road Construction Emissions Model. She applies her diverse educational background in law, landscape architecture, science, and engineering to meet all aspects of planning challenges.

Relevant Project Experience

Environmental Services, County of San Joaquin, CA. Environmental Planner. Prepared Caltrans PES forms, HUD Part 58 forms, initial studies/mitigated negative declarations, and categorical exemptions for street improvements, roundabouts, bridge reconstruction, and other infrastructure work.

Environmental Services, City of Hughson, CA. Environmental Planner. Prepared Caltrans PES forms, supplementary studies, and HUD Part 58 forms for street-improvement projects.

Environmental Services, City of Ridgecrest, CA. Environmental Planner. Prepared Caltrans PES forms, CEQA Initial Studies/Mitigated Negative Declarations, and Categorical Exemptions for street and flood-management systems throughout the City.

Environmental Services, Yosemite Unified School District, CA. Environmental Planner. Prepared CEQA Categorical Exemption justification statements and Notices of Exemption for photovoltaic installations on three school campuses.

Environmental Services, City of Burbank, CA. Environmental Planner. Prepared Initial Study and Mitigated Negative Declaration for a traffic-calming project involving street closures, speed hump installation, and re-directed traffic flow.

Environmental Services, City of Azusa, CA. Project Manager/Environmental Planner. Prepared Environmental Impact Report for new warehouse development on brownfield site.

Environmental Services, City of Rolling Hills Estates, CA. Prepared Initial Study and Mitigated Negative Declaration for street-widening and intersection improvements.



Jane Freij**Role: Labor Compliance****Title: Labor Compliance Manager****Profile Summary**

Education:	▪ BA, Linguistics, University of Kansas (Summa Cum Laude), 1982
Experience	▪ 35 Years

Jane Freij is an experienced Labor Compliance/Project Manager with a proven record of profitability achieved through effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Jane provides oversight of labor compliance monitoring and enforcement services for various federally funded projects under FHWA, FTA, HUD, and EPA, as well as State Proposition 84 and Proposition A, County, and locally funded projects. She has written, edited, and updated the Willdan Engineering labor compliance manual and has assisted various agencies in developing their internal procedure manuals for federal and state labor compliance. She has specialized training in reporting requirements, fraud detection and prevention procedures for federally funded projects, as well as Disadvantaged Business Enterprise (DBE) Program implementation and administration.

Relevant Project Experience

Various Cities, Federal Highway Administration (FHWA) Labor Compliance – Ms. Freij has provided supervisory labor compliance services in the following cities:

▪ Azusa	▪ Corona	▪ Lakewood	▪ Rialto
▪ Baldwin Park	▪ Cudahy	▪ Manhattan Beach	▪ Ridgecrest
▪ Bell Gardens	▪ Davis	▪ Maywood	▪ Rolling Hills Estates
▪ Bellflower	▪ Hawaiian Gardens	▪ Monterey Park	▪ Rosemead
▪ Brea	▪ Highland	▪ Orange	▪ Santa Clarita
▪ Burbank	▪ Huntington Park	▪ Paramount	▪ South Gate
▪ California City	▪ Inglewood	▪ Pico Rivera	▪ South Pasadena
▪ Calimesa	▪ Irwindale	▪ Pinole	▪ Thousand Oaks
▪ Coachella	▪ La Cañada Flintridge	▪ Pomona	▪ Westlake Village
▪ Coalinga	▪ La Mirada	▪ Rancho Palos Verdes	▪ Winters
▪ Commerce	▪ La Puente		▪ Yorba Linda

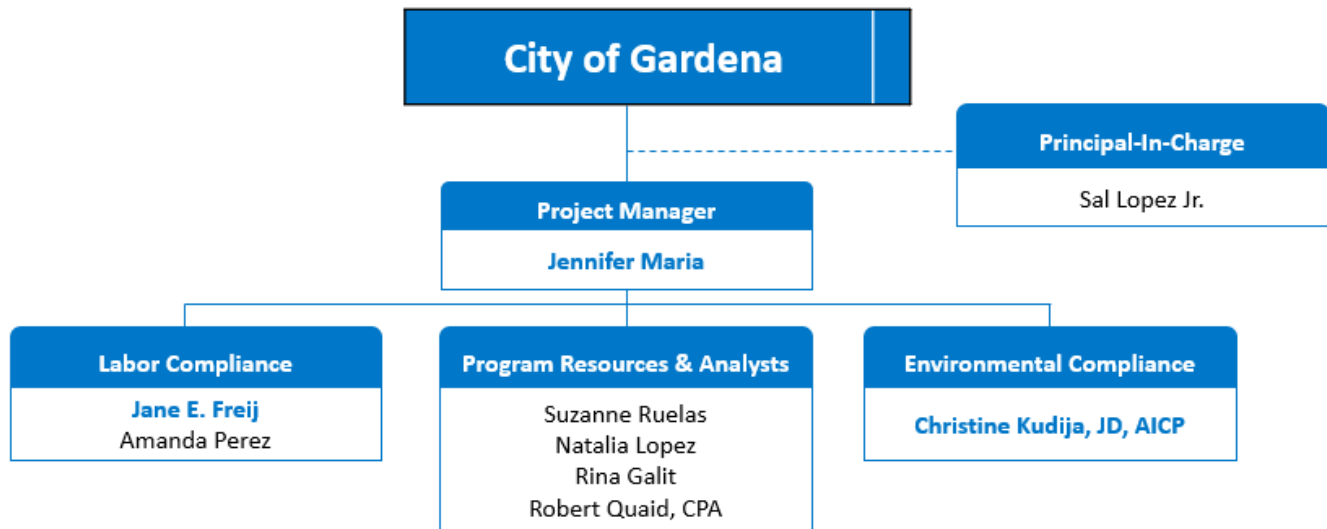
Various Cities, U.S. Department of Housing and Urban Development / Community Development Block Grant (CDBG) Labor Compliance – Ms. Freij has provided supervisory labor compliance services for projects administered by the U.S. Department of Housing and Urban Development (HUD) and the Los Angeles County Community Development Authority (LACDA) in the following cities:

▪ Anaheim	▪ Fillmore	▪ Orland	▪ San Marino
▪ Bell Gardens	▪ Hawaiian Gardens	▪ Paramount	▪ Sierra Madre
▪ Burbank	▪ La Mirada	▪ Pico Rivera	▪ South El Monte
▪ Calimesa	▪ Lawndale	▪ Redondo Beach	▪ South Gate
▪ Cerritos	▪ Norwalk	▪ Rosemead	▪ Whittier
▪ Commerce			



Organizational Chart

Below is an organizational chart that shows the lines of responsibility for the proposed team members. Key staff will be available to the extent proposed for the duration of the project. No key staff member will be replaced or removed from the project without prior written concurrence of the City.



Labor Resources

Team Member	Position	Primary Grant Task	AAP's CAPER's		Grants Admin & Implementation (CDBG & HOME)	Total Hours
Salvador Lopez Jr.	Principal-in-Charge	Quality Control/Quality Assurance			5.00	5.00
Jennifer Maria	Project Manager	Staff Supervision/Status Reports to City/Meet with Grant Staff, Subrecipients, and HUD/QC Review Grant Agreements/Annual Action Plan/ CAPER / Onsite Monitoring /Subrecipient Technical Assistance, Complex Technical Analysis/ Recommendations/Presentations and Materials.	15.00	15.00	100.00	130.00
Suzanne Ruelas Natalia Lopez Rina Galit	Grants Analyst	Application Reviews / Subrecipient/Agreements / Annual Action Plan / Invoice Reviews / IDIS Program Activity Setup, Maintenance & Close Out / CAPER / Desk & Onsite Monitoring	45.00	30.00	505.00	580.00
Richelle Lane	Grant Management and Housing Support	Invoice Review Support/Sub-Recipient Monitoring Support/Grant Administration Support		5.00	25.00	30.00
Bob Quaid	Technical Advisor	Grants Technical Advisement/Subrecipient Monitoring			18.00	18.00
Jane Freij	*Labor Compliance Manager	Oversight of labor compliance and Section 3 monitoring Tasks			*To be determined based on project size and on an as-needed basis.	TBD
Amanda Perez	*Labor Compliance Specialist	Assist with Labor Compliance and Section 3 Monitoring			*To be determined based on project size and on an as-needed basis.	TBD

Work Plan

The items to be included in the Scope of Work are indicated below. The list of items is not inclusive with new items being included based on unforeseen program changes initiated by the City and/or governing agency. All work items will be carried out in conjunction with City staff input and review. In accordance with the Scope of Work reflected below, Willdan shall perform the following functions:

City's Requested Scope of work -

CDBG Administrative Services:

1. Provide general CDBG Administrative Services and sub-recipient technical support. Review and process invoices.
2. Develop, implement, and administer eligible CDBG programs.
3. Provide annual sub-recipient monitoring at their place of business, prepare monitoring letters and complete follow-up activities as needed.
4. Assist City staff in maintaining information on the Integrated Disbursement and Information System ("IDIS").
5. Review and input sub-recipient quarterly reports into IDIS.
6. Represent the City at community meetings, City Council, meetings with City staff, or workshops as needed or directed.
7. Facilitate communication between the City and HUD.
8. Ensure public works projects using CDBG funds comply with CDBG regulations.
9. Review applications and projects for compliance with the National Environmental Policy Act ("NEPA").
10. Prepare all required HUD reports.
11. Develop and update Federal regulations policy/procedures manuals as necessary.
12. Prepare and submit to the appropriate entity the following plans:
 - a. Annual Action Plan
 - b. Consolidated Annual Performance and Evaluation Report
13. Prepare and implement all public outreach programs and public participation under the CDBG program as necessary.
14. Any other associated CDBG administration duties as needed.

HOME Administrative Services:

1. Provide general HOME Administrative Services and technical support as needed.

Assist with Davis Bacon Prevailing Wage monitoring:

1. Prepare labor compliance documents,
2. Facilitate Labor Compliance Pre-Construction Mtg Determine contract wage rate.
3. Obtain all apprentice documentation.
4. Set up labor standards enforcement files.
5. Ensure completeness of all required labor compliance documents.
6. Complete additional contractor verifications for those that have expired (CSLB, DIR and SAM).
7. Interview contractor, sub, and unlisted service providers.
8. Verify job postings.
9. Cross reference interviews against CPRs.



10. Review certified payrolls from contractors and subs. Review apprentice certs and compliance with wage scales and ratios as prescribed by the apprentice program.
11. Prepare due process notifications to contractors of violations.
12. Provide technical assistance to contractors as necessary to resolve all findings prior to release of retention.

Methodology

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements and have established sound practices and procedures to maintain a high level of accuracy and productivity. Additionally, our staff applies sound technical and creative approaches to addressing administrative issues that arise.

- **Progress Reports:** Willdan shall provide progress reports monthly, unless a shorter interval for reporting is requested by the City. These progress reports shall include progress on each deliverable, as well as an estimated completion date. Should any impediments be encountered throughout the implementation process, that data shall be included as well.
- **Communication Plan:** Prior to commencing administrative grant functions, the Project Manager will meet with city staff to ensure that all information pertaining to the City's goals and objectives is heard and understood. Thereafter, a clear action plan/timeline will be coordinated with staff to properly reflect completion dates and milestones for all deliverables. Simultaneously, our Project Manager will develop a strategy to effectively maintain an open channel of communication to furnish up-to-date information pertinent to the overall administration and oversight of HUD-funded programs. Our team will also coordinate with City staff to determine the best method for data sharing to perform various grant-related tasks.
- **Understanding of City Operations:** It is our goal to become an extension of the Gardena team and take on any tasks or projects that may be required in accordance with HUD-funded grant operations. To effectively do so, our team will take the necessary steps to become fully familiarized with City operations as they pertain to overall grant administration. Although federal guidelines for CDBG- and HOME-funded Programs are consistent, our team understands that compliant implementation of those activities must be tailored to meet the specific needs of the City, as well as its internal operations.
- **Coordination with HUD:** Our team will promptly communicate with the City of Gardena's HUD representative to acquire up to date data and information related to any pending or outstanding items. Our goal is to ensure that the City is responsive in maintaining a positive rapport with its designated HUD-CPD office. Thereafter, a consistent line of communication will be maintained with the HUD-CPD office to demonstrate the City's commitment to successfully implementing all CDBG and HOME-related activities. Any communication of consequence that arises will be conveyed to the corresponding City staff in a timely manner.
- **Public Outreach:** Clear communication with residents and city stakeholders is essential to the effective administration of HUD-funded grant programs/projects. Our team is committed to developing a comprehensive understanding of the Community's needs by becoming knowledgeable of the City's demographic information, understanding the goals and ambitions of the residents, and identifying key stakeholders.
- **Annual Action Plan:** Willdan will work in consultation with the City to develop the City's Annual Action Plan, including implementation strategy activities to be undertaken, the benchmarking of available resources, and the funding allocation for the fiscal year. The Plan will also address priority activities to be undertaken, non-federal programs used to meet goals, monitoring, homelessness, coordination of services and avoidance of duplication of services, reduction of barriers, organizational structure and intergovernmental cooperation, and



include anti-poverty and lead-based paint assessment and reduction strategies. This task includes the entering of Action Plan information using HUD's Consolidated Plan Management Process (CPMP) tool, setting public hearings, publishing public hearing notices, and distributing/displaying the Plan for public viewing.





- **Grant Administration:** Willdan staff will ensure that new fiscal year projects are set up in HUD's Integrated Disbursement and Information System (IDIS). Provide for administration and implementation of the City's HUD-funded activities, including determining project eligibility, maintaining project files, and required program documentation, and monitoring programs to ensure compliance with all federal, state, and City regulations and procedures. Work with the City's Financial Department to prepare final draw down for prior fiscal year projects, collect year-end accomplishments data to enter IDIS, update IDIS and provide reports to staff. Prepare complete reports, which may include Quarterly Cash Transaction Reports, Semi-Annual Labor Standards Compliance Reports, MBE Activity Report, etc. Prepare staff reports and presentation materials for public hearings at least twice a year and attend public hearings with City staff. Complete draw down requests on a quarterly basis for the reimbursement of expended funds reported in the City's financial system, maintain an ongoing record of draws for each activity, receipt program income, and regularly input project/program accomplishments into IDIS. Ensure National Environmental Policy Act (NEPA) Environmental reviews are properly assessed and completed.
- **CAPER:** Willdan shall gather all data relevant data collected throughout the program year and perform the analysis necessary to compare the actual annual outcomes of each applicable HUD-funded activity in contrast to the goals/objectives outlined in the City's 5-years Consolidated Plan (Con Plan) and the Annual Action Plan. To facilitate this effective completion of this process, it is generally asked that all subrecipients submit a quarterly progress report, along with quarterly accomplishment data, to ensure timely collection of all data needed to effectively complete reporting. Following this process, a report shall be generated outlining the results of the analysis. As an additional part of this process, we will make the final CAPER available for public review, prepare and publish the advertisement for the required public review period, prepare the CAPER Section 3 Summary Report for inclusion in the CAPER, as well as other required narratives.
- **Subrecipient Monitoring:** Willdan shall work with the subrecipient to outline expectations as they pertain to the program/project implementation process and explain how those expectations will tie into the eventual monitoring process. To ensure the success of the subrecipient, it is generally advised to perform an in-progress monitoring to address program/project implementation issues, if any, while in progress, as opposed to performing monitoring at the end of the year when there is little time left to correct deficiencies. Willdan staff will oversee the monitoring process, which shall include tasks such as the drafting/transmission of the monitoring notification letter, entrance meeting, analysis of program/project documentation and date, exit conference, and drafting/transmission of findings letter.
- **Labor Standards Administration and Enforcement:** Willdan staff shall provide City staff with guidance when labor standards requirements are triggered. Tasks to be performed by Willdan in accordance with federal guidelines shall include, but not be limited to, bid document preparation, verification of wage decisions, pre-construction meetings, preparation of notices, bid opening/review, verification of contractor licensing and debarred status, review bonding, conduct pre-construction conference, issue notice of award, notice to proceed, review of weekly certified payrolls, employee interviews, oversee payments to contractors, approval of change orders, notice of completion, etc.
- **Customer Service:** The Willdan team is not only committed to maintaining the highest quality of services for the City's external customers, but just as importantly, for its internal customers. Our mission is to actively put



forth efforts to develop and nurture positive working relationships with city staff to foster the spirit of teamwork.

Quality Control/Assurance

Willdan's project control system is designed to provide a coordinated effort between all task facets of a project in the framework of the pre-established master schedule, budget controls, and reporting system. Our project control system provides an objective measure of performance – integrating:

	<p>Progress Reporting</p> <p>The submittal requirements and format for consistent monthly reporting of project costs and status will be confirmed with the City during the project start-up period. The status report will contain a project performance summary, action items, outstanding items to be resolved, updated schedule, and comparison and narrative of budgeted costs versus actual costs.</p>
	<p>Manhour Control</p> <p>The manhour breakdown structure subdivides the work into manageable segments and is the basis for our project managers' project control plan. The structure is tailored to specific project needs, but generally has typical elements, including codes to identify work segments and disciplines, weekly reports, and project resources schedule. To monitor labor costs, each person performing work on a project completes a weekly timecard that identifies the project, segment of work, and discipline by code. This simple system provides accountability for Willdan's payroll, billings, and progress reporting and serves as the basis for all cost-related project management data.</p>
	<p>Schedule Control</p> <p>Our assigned Project Manager will prepare a work plan that provides definitive directions to the project team as agreed to by the City during the initial kick-off meeting. The plan will address staffing and assignments, scope of work, deliverables, budget, and schedule with milestones. If it is determined that a project is falling behind schedule, project managers meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Project managers monitor all progress on a weekly basis.</p>
	<p>Cost Control</p> <p>The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work. Beginning with electronic timekeeping, project hours are assigned to the appropriate tasks and subtasks and booked as work-in-process. Pre-bill reports are generated that identify the hours to be billed, along with any other direct charges to the project. This is the information used to determine each month's invoicing. Once hours and charges are billed, they are shifted from Work-in-Process to Accounts Receivable to ensure that billed hours are inactivated. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.</p>



Quality Assurance and Control

Quality assurance and control procedures are critical to ensuring sound business practices and quality deliverables are produced for our clients. In accordance with Willdan's Quality Assurance/Control Manual, Sal Lopez Jr. will serve as the project's Quality Assurance Manager. Project-specific quality assurance activities will be planned at the beginning of the project. The four review levels for project deliverables are:

Level 1 – peer review only

Level 2 – peer review and editorial review (documents)

Level 3 – peer review, editorial review, and engineer review

Level 4 – all elements of Level 3 plus additional reviews by specific technical experts

The two major components of the quality assurance review are technical and communication reviews. This process involves reviews by independent designers and the Project Manager prior to submittal for formal review under the agreed-upon project-specific quality assurance plan. Project documents, including letters and correspondence, are subject to a Level 2 review.

Required Forms

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
GARDENA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Gardena Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

Willdan Engineering

(Firm name)

Salvador Lopez Jr. Director of Planning

(Print name and title of person signing for firm)



(Signature/date)

9-7-2023

Price Form

SECTION VI.**PRICE FORM**REQUEST FOR PROPOSALS: CDBG Program Administration Services (CDBG/Home)DESCRIPTION OF WORK: CDBG Program Administration Services
CDBG/HOME)CONSULTANT'S NAME/ADDRESS: |
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443NAME/TELEPHONE NO. OF
AUTHORIZED
REPRESENTATIVE Salvador Lopez Jr.
562.908.6200, 800.499.4484**ANNUAL
PURCHASE ORDER**

The Initial Agreement Period shall be effective on October 1, 2023 plus Two (2) two year option renewal periods.

Anticipated Contract Term:

The contract term shall be effective on or about October 1, 2023 through June 30, 2024 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026.
- Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2028.

Consultant to be paid from Community Development Block Grant (CDBG) or HOME Investment Partnership Program (HOME) administration funds received by the City from the U.S. Department of Housing and Urban Development.





WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$77	Assistant Code Enforcement Officer	\$103	Labor Compliance Specialist	\$139
Technical Aide II	\$100	Code Enforcement Officer	\$118	Labor Compliance Manager	\$174
Technical Aide III	\$120	Senior Code Enforcement Officer	\$139	Utility Coordinator	\$167
CAD Operator I	\$126	Supervisor Code Enforcement	\$168	Office Engineer I	\$140
CAD Operator II	\$146	Plans Examiner Aide	\$110	Office Engineer II	\$159
CAD Operator III	\$162	Plans Examiner	\$168	Assistant Construction Manager	\$152
GIS Analyst I	\$164	Senior Plans Examiner	\$184	Construction Manager	\$176
GIS Analyst II	\$180	Assistant Construction Permit Specialist	\$118	Senior Construction Manager	\$191
GIS Analyst III	\$191	Construction Permit Specialist	\$124	Resident Engineer I	\$198
Environmental Analyst I	\$140	Senior Construction Permit Specialist	\$146	Resident Engineer II	\$208
Environmental Analyst II	\$157	Supervising Construction Permit Specialist	\$154	Project Manager IV	\$223
Environmental Analyst III	\$166	Assistant Building Inspector	\$139	Deputy Director	\$231
Environmental Specialist	\$180	Building Inspector	\$154	Director	\$237
Designer I	\$168	Senior Building Inspector	\$168	INSPECTION SERVICES	
Designer II	\$174	Supervising Building Inspector	\$184	Public Works Observer **	\$125
Senior Designer I	\$184	Inspector of Record	\$196	Public Works Observer ***	\$151
Senior Designer II	\$193	Deputy Building Official	\$196	Senior Public Works Observer**	\$136
Design Manager	\$191	Building Official	\$198	Senior Public Works Observer ***	\$151
Senior Design Manager	\$198	Plan Check Engineer	\$192	MAPPING AND EXPERT SERVICES	
Project Manager I	\$177	Supervising Plan Check Engineer	\$194	Survey Analyst I	\$143
Project Manager II	\$197	Principal Project Manager	\$227	Survey Analyst II	\$164
Project Manager III	\$207	Deputy Director	\$231	Senior Survey Analyst	\$187
Project Manager IV	\$223	Director	\$237	Supervisor - Survey & Mapping	\$197
Principal Project Manager	\$227	PLANNING		Principal Project Manager	\$227
Program Manager I	\$197	CDBG Technician	\$82	LANDSCAPE ARCHITECTURE	
Program Manager II	\$209	CDBG Specialists	\$98	Assistant Landscape Architect	\$146
Program Manager III	\$228	CDBG Analyst	\$116	Associate Landscape Architect	\$168
Assistant Engineer I	\$137	CDBG Coordinator	\$144	Senior Landscape Architect	\$184
Assistant Engineer II	\$153	CDBG Manager	\$174	Principal Landscape Architect	\$195
Assistant Engineer III	\$161	Housing Programs Coordinator	\$144	Principal Project Manager	\$227
Assistant Engineer IV	\$170	Planning Technician	\$123		
Associate Engineer I	\$179	Assistant Planner	\$154		
Associate Engineer II	\$186	Associate Planner	\$168		
Associate Engineer III	\$190	Senior Planner	\$191		
Senior Engineer I	\$194	Principal Planner	\$198		
Senior Engineer II	\$198	Planning Manager	\$211		
Senior Engineer III	\$201	Deputy Director	\$231		
Senior Engineer IV	\$204	Director	\$237		
Supervising Engineer	\$209	ADMINISTRATIVE			
Traffic Engineer I	\$209	Administrative Assistant I	\$95		
Traffic Engineer II	\$223	Administrative Assistant II	\$114		
City Engineer I	\$223	Administrative Assistant III	\$133		
City Engineer II	\$227	Project Accountant I	\$107		
Deputy Director	\$231	Project Accountant II	\$125		
Director	\$237	Project Controller I	\$133		
Principal Engineer	\$257	Project Controller II	\$150		

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.





13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443

562.908.6200 | 800.499.4484 | Fax: 562.695.2120

www.willdan.com



September 5, 2023

City of Gardena
City Clerk's Department
1700 West 162nd Street
Gardena, CA 90247

Subject: Proposal for CDBG Program Administration Services (CDBG/HOME)

Dear Mina Semenza:

Diana Cho and Associates are pleased to submit a price quote for Community Development Block Grant (CDBG) Program Administration Services for the City of Gardena.

We are extremely responsive to the needs of our clients as our primary goal is to assist cities in operating successful CDBG Programs. Additionally, we are highly experienced in securing full CDBG contract and labor compliance for public works construction projects implemented by cities participating under the County of Los Angeles CDBG Program.

Since 1986, Cho and Associates have offered extensive administrative and financial management, and contract and labor compliance services to cities requiring assistance with the CDBG Program. We are currently contracted by the Cities of Diamond Bar and Maywood to provide overall CDBG Program services including contract, labor and Section 3 compliance coordination and monitoring.

As CDBG consultants, Cho and Associates provide assistance with preparing Exhibit A/Planning Summaries documents, CDBG Funding Requests, professional services agreements, construction bid documents, and U. S. Department of Housing and Urban Development (HUD) and Los Angeles Community Development Authority (LACDA) reports. CDBG program services also include compliance monitoring for prevailing wage requirements, labor and contract compliance with federal regulations, and Section 3 technical assistance for our clients.

Cho and Associates will offer services in an amount not to exceed \$100,000. The fees for consulting services are inclusive of all normal business overhead and will be as follows:

Principal	-	\$200.00 per hour
Associates	-	\$150.00 per hour

The price quote will remain valid for a period of not less than 90 days of date of submittal.

Cho and Associates is a local firm in the County of Los Angeles. Our office is located at 16716 East Rocky Knoll Road, Hacienda Heights, California, 91745. This firm is a sole proprietorship and the firm has no financial interests in other lines of business.

Please call me should you have any questions or require additional information. I can be reached at (626) 374-2184 or via email at dcho.consultants@gmail.com.

Sincerely,



Diana Y. Cho
Principal Consultant

DIANA Y. CHO
DIANA CHO AND ASSOCIATES

EDUCATION

B.S. Public Affairs/Public Administration
University of Southern California - Cum Laude

EXPERIENCE

Consultant -	City of Diamond Bar 1993 - Present	City of Rancho Palos Verdes 1995 - 2014
	City of Bell Gardens 2004 - 2020	City of Maywood 2010 - Present

Responsibilities and experience include providing CDBG administration; preparation of Planning Summaries, Exhibit A's, Quarterly Performance Reports (QPR), contracts and contract amendments; CDBG contract compliance services; preparation of HUD and DOL labor compliance reports; obtaining certifications and maintaining Davis-Bacon documentation; coordination of labor compliance monitoring; preparation of inquiries for clarifications and determinations on behalf of the City; preparation of responses to County Development Authority (LACDA) correspondence; providing recommendations for eligible CDBG activities and projects; review of monthly CDBG program expenditures; preparation of staff reports and City Council resolutions pertaining to the CDBG Program; training of staff for the Housing Rehabilitation Program, Rental Assistance Program, and Utility Assistance Program; assist with preparation of a \$5 million Section 108 Loan Application; preparing and reviewing bid documents and proposals; preparing CDBG funding requests; and CDBG program assistance in the areas of program monitoring, contractor payment processing and financial audits.

Consultant - Various Engineering Firms
2007 - Present

Provide services as a Sub-Consultant to LAE Associates, et al., for CDBG, CDBG-R and ARRA labor compliance and monitoring in conjunction with public works improvement projects. These projects included in-fill sidewalks, senior center improvements, street rehabilitation projects, and curb, gutter, and sidewalk improvement projects on an on-call basis.

Consultant - City of Bell
1986 - 2011 and 2014 - 2023

Provide CDBG services including assistance in CDBG; CDBG financial monitoring; CDBG, CDBG-R and ARRA labor compliance oversight and monitoring; technical assistance for the Handyworker Program and Lead and Asbestos Testing and Abatement Program; implementing the City's Residential Rehabilitation Program; technical assistance for the Residential Rehabilitation Program, and assistance for the Metro and SCAQMD AB 2766 funded projects including the preparation of project descriptions and budgets, monitoring of program expenditures and preparation of annual reports. Additionally, provided subconsultant CDBG services through Interwest Consulting Group and LDM Associates, Inc., for the City of Bell.

Program Manager - Community Development Commission - County of Los Angeles
1983 - 1986

Responsibilities include providing assistance to cities, County departments, and community-based organizations in the development and implementation of community development projects; preparing and reviewing contracts and agreements; and monitoring projects and activities.

ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF GARDENA PROFESSIONAL SERVICES AGREEMENT

This is to acknowledge that we have read the City of Gardena Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

Diana Cho and Associates
(Firm name)

Diana Y. Cho, Principal Consultant
(Print name and title of person signing for firm)

Dianay. Chot
(Signature/date)

9/5/2023

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS:

DESCRIPTION OF WORK: CDBG Program Administration Services
CDBG/HOME)

(CDBG/HOME) CONSULTANT'S NAME/ADDRESS:

Diana Y. Cho

16716 E. Rocky Knoll Road

Hacienda Heights, CA 91745

NAME/TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE:

Diana Y. Cho

(626) 374-2184

ANNUAL
PURCHASE ORDER

The Initial Agreement Period shall be effective on October 1, 2023 plus Two (2) two year option renewal periods.

Anticipated Contract Term:

The contract term shall be effective on or about October 1, 2023 through June 30, 2024 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026.
- Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2028.

Consultant to be paid from Community Development Block Grant (CDBG) or HOME Investment Partnership Program (HOME) administration funds received by the City from the U.S. Department of Housing and Urban Development.

Please provide a detailed fee schedule and information, and any other incidental or additional costs required to complete the Scope of Work requirements.

CDBG Program Administration Services (CDBG/HOME)

PRICE QUOTE FOR CONSULTANT FEES

Cho and Associates will provide services in an amount not to exceed \$100,000. The fees for consulting services are inclusive of all normal business overhead and will be as follows:

Principal - \$200.00 per hour

Associates - \$150.00 per hour



Community Development Department

RFP ADDENDUM #1

CDBG Program Administration (CDBG/HOME)

August 30, 2023

The Scope of Services shall now include the following:

Consolidated Plan Develop a Consolidated Plan for program years 2026 through 2030 in accordance with Title 24 of the Code of Federal Regulations (CFR) Part 91, and other requirements set forth by federal regulation and the HUD Office of Community Planning and Development (CPD).

- Prepare the City's Consolidated Plan using the consolidated plan template in IDIS and the eCon Planning Suite tool to assess needs and make strategic decisions.
- Perform relevant consultations with agencies that provide housing and social services to include relevant groups, such as the local public housing authority and Continuum of Care, as required by 24 CFR Part 91 Subpart B.
- Assist City staff in facilitating public participation in the development of the Consolidated Plan. The consultant will be required to generate and implement an effective public consultation process that encourages residents to participate in the Consolidated Plan process. The consultant is expected to:
 - Conduct at least one (1) community meeting.
 - Participate in at least one (1) presentation at a public hearing before the City Council.
 - Develop at least one (1) community survey in multiple languages that include the City's Limited English Proficiency Plan (LEP) languages.
 - Complete other additional specific actions as required by HUD.
 - Prepare draft public hearing notices and other public notices as may be applicable.
- Analyze the data tables provided by the IDIS Consolidated Plan template, and provide additional data collection as necessary.
- Assess the existing community need and make recommendations to the City for the development of new strategies, goals, and priorities for the five-year period.

- Develop and incorporate a performance measure component as required by HUD regulations to monitor activities carried-out to achieve Consolidated Plan goals.
- Prepare Staff Reports and PowerPoint Presentations to facilitate adoption of the Consolidated Plan.
- Make public presentations to the City Council or other audiences as necessary to facilitate adoption of the Consolidated Plan.
- Summarize public comments and prepare the technical appendices / attachments.
- Enter the Consolidated Plan into IDIS.

2026-2030 Assessment of Fair Housing / Analysis of Impediments (AFH/AI)

- Prepare an AFH/AI pursuant to HUD guidelines.
- Utilize the data provided by HUD, which includes geospatial data, tabular data, disproportionate housing needs, and outstanding discrimination findings, to assess fair housing issues in the community.
- Provide an analysis of fair housing issues using HUD data and available local measures, such as local housing policies and zoning codes.
- Conduct one (1) community meeting to engage the public to inform and solicit ideas about local issues and concerns.
- Provide a summary of the leading fair housing challenges and opportunities in the community and prioritized goals for progress.
- Incorporate AFH findings into subsequent Consolidated Plans and use the AFH to inform program development.
- Solicit public input on draft AFH from key stakeholders such as private agencies, public agencies, and community groups.
- Prepare Staff Reports and PowerPoint Presentations to facilitate adoption of the AFH/AI.
- Make public presentations to the City Council or other audiences as necessary to facilitate adoption of the AFH/AI.
- Summarize public comments and prepare the technical appendices / attachments.
- Submit the AFH/AI to HUD if required.

Received and Acknowledged By: Dianay. Chot 9/5/2023



September 5, 2023

City of Gardena
City Clerk's Department
1700 West 162nd Street
Gardena, CA 90247

Subject: Proposal for Bid & Construction Management Services (CDBG/HOME)

Dear Mina Semenza:

Diana Cho and Associates are pleased to submit a price quote to offer bid and construction management services for the City of Gardena's Community Development Block Grant (CDBG) and HOME Program.

Since 1986, Cho and Associates have offered extensive administrative and financial management services to cities requiring assistance with the CDBG Program. Our experience ranges from operating minor home repair programs to multi-faceted housing rehabilitation services comprising of grants, rebates, and deferred loans.

Our primary goals for implementing a successful housing rehabilitation program include 1) assisting homeowners obtain desired improvements; 2) ensuring that the rehabilitated properties meet the City's building and safety code requirements; and 3) completing repair work and construction in a cost effective and timely manner.

Cho and Associates will offer services in an amount not to exceed \$95,000. The fees for consulting services are inclusive of all normal business overhead and will be as follows:

Principal	-	\$200.00 per hour
Associates	-	\$150.00 per hour

The price quote will remain valid for a period of not less than 90 days of date of submittal.

Cho and Associates is a local firm in the County of Los Angeles. Our office is located at 16716 East Rocky Knoll Road, Hacienda Heights, California, 91745. This firm is a sole proprietorship and the firm has no financial interests in other lines of business.

Please call me should you have any questions or require additional information. I can be reached at (626) 374-2184 or via email at dcho.consultants@gmail.com.

Sincerely,

Diana Y. Cho
Principal Consultant

RFP.Gardena Bid and Construction Management2023

16716 E ROCKY KNOLL ROAD . HACIENDA HEIGHTS, CA 91745 . (626) 374-2184

DIANA Y. CHO
DIANA CHO AND ASSOCIATES

EDUCATION

B.S. Public Affairs/Public Administration
University of Southern California - Cum Laude

EXPERIENCE

Consultant -	City of Diamond Bar 1993 - Present	City of Rancho Palos Verdes 1995 - 2014
	City of Bell Gardens 2004 - 2020	City of Maywood 2010 - Present

Responsibilities and experience include providing CDBG administration; preparation of Planning Summaries, Exhibit A's, Quarterly Performance Reports (QPR), contracts and contract amendments; CDBG contract compliance services; preparation of HUD and DOL labor compliance reports; obtaining certifications and maintaining Davis-Bacon documentation; coordination of labor compliance monitoring; preparation of inquiries for clarifications and determinations on behalf of the City; preparation of responses to County Development Authority (LACDA) correspondence; providing recommendations for eligible CDBG activities and projects; review of monthly CDBG program expenditures; preparation of staff reports and City Council resolutions pertaining to the CDBG Program; training of staff for the Housing Rehabilitation Program, Rental Assistance Program, and Utility Assistance Program; assist with preparation of a \$5 million Section 108 Loan Application; preparing and reviewing bid documents and proposals; preparing CDBG funding requests; and CDBG program assistance in the areas of program monitoring, contractor payment processing and financial audits.

Consultant - Various Engineering Firms
2007 - Present

Provide services as a Sub-Consultant to LAE Associates, et al., for CDBG, CDBG-R and ARRA labor compliance and monitoring in conjunction with public works improvement projects. These projects included in-fill sidewalks, senior center improvements, street rehabilitation projects, and curb, gutter, and sidewalk improvement projects on an on-call basis.

Consultant - City of Bell
1986 - 2011 and 2014 - 2023

Provide CDBG services including assistance in CDBG; CDBG financial monitoring; CDBG, CDBG-R and ARRA labor compliance oversight and monitoring; technical assistance for the Handyworker Program and Lead and Asbestos Testing and Abatement Program; implementing the City's Residential Rehabilitation Program; technical assistance for the Residential Rehabilitation Program, and assistance for the Metro and SCAQMD AB 2766 funded projects including the preparation of project descriptions and budgets, monitoring of program expenditures and preparation of annual reports. Additionally, provided subconsultant CDBG services through Interwest Consulting Group and LDM Associates, Inc., for the City of Bell.

Program Manager - Community Development Commission - County of Los Angeles
1983 - 1986

Responsibilities include providing assistance to cities, County departments, and community-based organizations in the development and implementation of community development projects; preparing and reviewing contracts and agreements; and monitoring projects and activities.

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
GARDENA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Gardena Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

Diana Cho and Associates
(Firm name)

Diana Y. Cho, Principal Consultant
(Print name and title of person signing for firm)

Dianay. Chof 9/5/2023
(Signature/date)

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS:

DESCRIPTION OF WORK: Bid & Construction Management Service

(CDBG/HOME) CONSULTANT'S NAME/ADDRESS:

Diana Y. Cho

16716 E. Rocky Knoll Road

Hacienda Heights, CA 91745

NAME/TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE:

Diana Y. Cho

(626) 374-2184

**ANNUAL PURCHASE
ORDER**

The Initial Agreement Period shall be effective on October 1, 2023 plus Two (2) two year option renewal periods.

Anticipated Contract Term:

The contract term shall be effective on or about October 1, 2023 through June 30, 2024 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026.
- Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2028.

Consultant to be paid from Community Development Block Grant (CDBG) or HOME Investment Partnership Program (HOME) administration funds received by the City from the U.S. Department of Housing and Urban Development.

Please provide a detailed fee schedule and information, and any other incidental or additional costs required to complete the Scope of Work requirements.

Bid & Construction Management Services (CDBG/HOME)

PRICE QUOTE FOR CONSULTANT FEES

Cho and Associates will provide services in an amount not to exceed \$95,000. The fees for consulting services are inclusive of all normal business overhead and will be as follows:

Principal - \$200.00 per hour

Associates - \$150.00 per hour



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL
ITEMS - POLICE
Meeting Date: September 26,
2023

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

AGENDA TITLE: Authorization for Additional Services and Maintenance for the Video Policing System through December 2024 Not to Exceed \$591,832.57.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Authorize additional funds

RECOMMENDATION AND STAFF SUMMARY:

In December 2022, the City Council approved a two-year Video Policing System Camera Maintenance contract with DataGear, Inc. This contract's term is from December 13, 2022 – December 13, 2024, with an optional one-year extension to December 2025, for an amount not to exceed \$133,902.40. The current contract is for camera cleaning and preventative maintenance for \$97,680 (for both GTrans and the Police Department) and jail server upgrades for \$36,222.40.

Due to repairs and unanticipated system upgrades, including Rowley Park, a new wireless link between the hospital and Police Department, and three intersections as a result of intersection takeovers, we have already expended the contract's total amount. For example, over \$83,000 was spent on unforeseen upgrades and replacements for the wireless link from Memorial Hospital of Gardena back to City Hall, a major communication piece for the entire system. Funds were also expended to add and replace cameras at Rowley Park for the new computer lab, replace critical infrastructure at the Fire Station, and replace cameras to ensure coverage at intersections that were experiencing intersection takeovers.

The camera system at GTrans has been in place since the construction of the facility in 2008, and has exceeded its recommended lifespan and needs repair. The system repair requires replacement of old cables and equipment, and for the replacements to work, an upgrade is needed on the network. GTrans employees work around the clock, seven days a week, and it is important to maintain a working camera system to ensure safety and security of employees, customers, facilities, and assets. In addition, GTrans is currently undergoing improvement projects, such as the Compressed Natural Gas (CNG) fueling station and dispatch remodeling constructions, and is planning for more facility improvement projects, such as solar panel installations and campus electrification construction. With various assets being placed throughout the facility, it is also important to have cameras to monitor all areas within GTrans

and ensure they are secure.

DataGear is familiar with GTrans' current camera system layout and is able to provide a competitive price to complete the work that would meet GTrans' needs. With DataGear, GTrans will be upgrading the system in three major categories:

- A Hikvision camera system, which is an open-source camera system that allows for axis adjustment, color recordings, up to 8-megapixel recordings, and 180-degree field of view;
- A Western Digital storage platform that will allow up to one-year of storage of high-quality recording that complies with applicable laws; and
- Milestone software that already has a chain-of-custody feature built-in, and the software will align with that of Gardena PD. GPD will continue to have access to GTran's camera system at any time.

The total cost for the GTrans' camera system upgrade and one-time installation will be \$391,832.57 and will be funded by GTrans' Local Capital Funds.

The remaining \$200,000 of this request will be for maintenance and additional services as originally requested and approved in December 2022. The Video Policing System is approximately twelve years old and antiquated. The funds will be utilized for camera cleaning, ongoing system maintenance, monitoring, and replacement/upgrades of equipment that reaches its end of life; all these costs have increased as inflation has impacted all areas of procurement.

The Police Department must abide by the statutory requirement (Government Code § 26202.6 & 26202.7) to maintain the jail, and must provide 24-hour, 365-day retention of the video related to incarcerated persons. In order to maintain compliance with this requirement, the Police Department must replace cameras that persons in custody damage, as well as repair/replace technology that reaches its end of life. The Police Department currently has approximately 42 cameras on Milestone with an additional 72 cameras to move over. Currently, those 72 cameras are on IndigoVision. IndigoVision is over ten years old, limited in the number of licenses available, and incredibly unstable. It also requires Staff working an incident to toggle between two different management systems which does not allow for efficient use of time. On Milestone, all cameras need a license which is \$33 per year per camera but Staff can use the Milestone Client App or web-based log-in to monitor an incident. In order to move some of the old cameras onto Milestone, they will need to be replaced, which could cost approximately \$10,000 each.

Staff requested a quote from DataGear to upgrade the entire Police Department's system at once and was provided a cost of \$824,921.93; this was determined to not be feasible at this time. It should also be noted that DataGear was the only bidder to the last Request for Proposals (RFP) related to the City's Video Policing System, presumably due to the age of the system and out of date technology.

The system also requires additional storage for all internal cameras to ensure compliance with applicable laws, and the need for funds to be available for unanticipated system repairs and replacements. These funds will also cover maintenance related to GTrans' upgraded system (which are anticipated to be minimal), and any upgrades that the Police Department needs to complete to the network backhaul, cameras themselves, and server.

DataGear has been in business for over 20 years and has worked with numerous municipalities and government agencies, such as the City of Anaheim, Port of Long Beach Security Division, Port of Savannah, and Port of Oakland. DataGear is certified with many of the components the City's system utilizes, such as being a Siklu Certified Partner, Firetide Certified Partner, Motorola Certified Partner, and more. The team that DataGear will deploy to work with Gardena's system is experienced and certified to meet the needs of the contract. DataGear has also committed to meet the response times that the City has requested for calls for service.

FINANCIAL IMPACT/COST:

Total Cost: \$591,832.57

Funding Source: GTrans Local Capital Funds for \$391,832.57 and associated maintenance costs. The remaining \$200,000 will be funded by the Police Department's General Fund in Fiscal Years 23/24 and 24/25.

ATTACHMENTS:

[Attachment A - GTrans Quote from DataGear.pdf](#)

[Attachment B - DataGear - GTrans Payment Milestones.pdf](#)

[Attachment C - Camera Maintenance Contract 2022.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

Date	Quote #
9/18/2023	6232

City Of Gardena
 Camera Refresh
 1718 West 162nd street
 Gardena , Ca. 90247

Ship To
 City Of Gardena
 GTRANS
 13999 S. Western Ave
 Gardena , CA 90249

				Rep	Terms
				LMC	Net 30
Qty	Item #	Description	Price	Total	
1	HE1000R-64TB	The Husky IVO™ 1000 , 64TB(8x8TB)	17,595.00	17,595.00T	
1	HA-RR-540	Rail kit for Husky IVO 1000R	225.00	225.00T	
1	SE4U102-102	Western Digital SE4U102-102 1836TB Storage	114,793.90	114,793.90T	
1	XPPPLUSBL	Milestone XP Professional+ Base License	520.60	520.60	
115	XPPPLUSDL	Milestone XP Professional+ Device License	176.32139	20,276.96	
2	XPAACL	Milestone AAC License for 1 XP Smart Client	0.00	0.00	
115	YXPPPLUSDL	Milestone One Year Care Plus for Professional +	33.00	3,795.00	
3	TP-SW8GAT/24-SFP	Tycon System Managed 8 port Switch PoE, 48 Volt ,	808.00	2,424.00T	
6	TEG5328P-24-410W	24 Port L3 Switch , 410 Watt PoE w/ FIBER SFP	656.25	3,937.50T	
2	SMC1500-2U	APC / Schneider Smart - UPS 1500VA 2U 120V	813.02	1,626.04T	
68	DS-2CD2185FWD1I2.8M	HIKVISION DS-2CD2185FWD-I 8MP IP Camera	269.85147	18,349.90T	
12	DS-2CD2087G2-L	Hikvision DS-2CD2087G2-L ColorVu 8MP Bullet	419.00	5,028.00T	
35	DS-2CD2387G2P-LSU/SL	8 MP Panoramic ColorVu Turret Network Camera	372.58657	13,040.53T	
1	NEMA12	NEMA Enclosure / Power / Mount / P.L. Cameras	3,291.47	3,291.47T	
21	101000BL	1000 FT. Cat 6 Solid Wire Bulk Blue CMR Cable	552.50	11,602.50T	
275	Labor B	IT Specialist / Per Hour Charge / New Camera	185.00	50,875.00	
620	Labor E	Installer / Per Hour / Cable Removal/New Installation	169.00	104,780.00	
1	MISC	Full Documentation packet / Drawings / Test Data	0.00	0.00T	
		2) Technicians 53 working days / 850 hours each			
		Prevailing Wages Paid / Hourly Rate Per Contract			
		GTRANS Reserves the right to substitute products as necessary			
		Installation Warranty 3 year / HDW Warranty 1 Year			
			Subtotal	\$372,161.40	
			Sales Tax (10.25%)	\$19,671.17	
			Total	\$391,832.57	



Attachment B: Payment Milestone Schedule

No.	Description	Percentage
1	Delivery and Installation of Storage Platform, Software and Network Configuration	35%
2	Camera and Cable Installation: Outside Perimeters, Gates and Parking Lot	15%
3	Camera and Cable Installation: Fuel Island and Bus Wash	15%
4	Camera and Cable Installation: Building A and Building B	15%
5	Testing, Reporting, Deliverables, and Final Acceptance	15%
6	Retention	5%
	Total	100%

**AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
DATAGEAR, INC.
FOR CONSULTING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and DataGear, Inc. ("Consultant"), a consulting firm. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

A. City is desirous of obtaining services necessary to design, sell, install, repair and maintain the Video Policing System.

B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.

C. City has determined that DataGear, Inc. is the lowest responsible bidder for the execution of this Agreement.

2. Services.

A. The services to be performed by Consultant shall consist of the work as described in the Request for Proposals (RFP) for Video Policing System Professional Services.

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

3. Additional Services. If City determines that additional services for installations and/or other services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for additional services in accordance with pricing as described in Exhibit A, and other Additional services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Lieutenant Christopher Cuff as the Agreement Administrator who shall monitor Consultant's performance

under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

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

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

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

8. Term of Agreement/Termination.

A. This Agreement shall be effective December 2022 and shall remain in effect until December 2024.

B. City may extend this agreement for one (1) additional year at its discretion.

C. City may terminate this Agreement without cause by providing written notice to Consultant thirty days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

D. Unless for cause, Consultant may not terminate this Agreement.

E. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

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

submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

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

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

10. Records/Audit.

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

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

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

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

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

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

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

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

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

14. Use of Materials.

- A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.
- B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

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

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

17. Legal Requirements.

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

B. Consultant warrants that it shall perform the Services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

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

20. Insurance.

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

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

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the

types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

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

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

- a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.
- b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

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

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

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount

acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

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

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

21. **Indemnity.**

- A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.
- B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents; officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

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

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

23. **Notices.** Any notice or communication given under this Agreement shall be effective

when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:
1718 West 162nd Street
Gardena, California 90247-3732
Attn: Lt Christopher Cuff
Telephone Number: (310) 217-9636
E-mail: ccuff@gardenapd.org

Consultant: DataGear, Inc.
Attn: Lee M. Coffey
Telephone Number: (714) 556-5055
E-mail: lcoffey@datagear.com

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

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

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

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

27. Entire Agreement.

- A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.
- B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Both parties have participated in the drafting of this Agreement.
29. Public Record. This Agreement is a public record of the City.
30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
31. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

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

CITY OF GARDENA

By Tasha Cerda
Tasha Cerda, Mayor

Date 12-13-2022

ACCEPTED:
DATAGEAR, INC.

By Lee M. Coffey
Lee M. Coffey, President

Date 11-28-2022

APPROVED AS TO FORM:

Carmen Vasquez
Carmen Vasquez, City Attorney

ATTEST:

Mina Semenza
Mina Semenza, City Clerk



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: September 26,
2023

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

AGENDA TITLE: Award Construction Contract for the Nakaoka Community Center HVAC Upgrade Project, JN 522, to Bon Air Inc., in the amount of \$195,600. Additionally, Approve Plans and Specifications, Construction Contingency, and Declare California Environmental Quality Act (CEQA) Exemption.

COUNCIL ACTION REQUIRED:

Staff Recommendations:

- **Award Construction Contract**
- **Approve Plans and Specifications**
- **Approve Construction Contingency**
- **Declare CEQA Exemption**

RECOMMENDATION AND STAFF SUMMARY:

The Heating, Ventilation, and Air Conditioning (HVAC) system at the Nakaoka Community Center had been identified as being deficient and in need of repair. The existing system is original to the building and has been in service for approximately 50 years. Various maintenance repairs have been performed throughout the years, but it has reached far beyond the end of its 20 to 30-year lifecycle.

A design consultant, Maximum Energy Professional (MEP), was hired to address the system and make upgrades as appropriate. Subsequently, the final construction plans have been developed and approved by the City's Building Official.

On August 18, 2023, the Public Works Department finalized the bid package and published a bid request in ARC Planwell, Gardena Valley News, and the City website. The following three bids were received on September 14, 2023:

Organization	Bid Amount
1. Bond Air Inc., Los Angeles	\$195,600
2. California Professional engineering, Inc., La Puente	\$300,100
3. Allison Mechanical, Inc., Redlands	\$315,800

Bon Air Inc. was the lowest responsive and responsible bidder. They provided a favorable low bid to the City, which will provide an opportunity to expand the scope to include the

replacement of aged air ducts, furnaces, and control equipment that were previously excluded from the project scope due to the total anticipated cost.

Based on their low bid price, Bon Air was contacted and given the opportunity to revisit the site and verify their bid was complete. They performed the review and felt confident that they could do the work as specified in the plans and specification at the amount bid.

Bon Air, Inc. is licensed in the State of California and has a good and verified track record of construction projects with various municipalities and school districts in California. They will be required to meet all bonding and financial standards. The project is anticipated to commence construction in January 2024 and be completed by February 2024.

Staff recommends that the City Council approve the award of the construction contract for the Nakaoka Community Center HVAC Upgrades Project, JN 522, to Bon Air, Inc. in the amount of \$195,600 and additionally:

- a. Approve the Plans and Specifications.
- b. Approve a Construction Contingency in the amount of \$68,000 to cover additional scope and other potential unforeseen conditions.
- c. Declare this project to be categorically exempt under CEQA, Class 1, Section 15301, as rehabilitation of existing facilities.

FINANCIAL IMPACT/COST:

Source of Funds

JN 522, FY 2023-2024 Budget - \$660,000 Deferred Maintenance

Estimated Expenditures

Project Management and Inspection 12%	\$23,500
Construction Contract Award	\$195,600
Extra Work & Contingency (Approximately 35%)	\$68,000
Total	\$287,100

ATTACHMENTS:

[NCC HVAC Spec For Bidding JN522.pdf](#)

[NCC HVAC Plans For Bidding JN522.pdf](#)

[Location Map JN522.pdf](#)

[Notice of Exemption JN522.pdf](#)

[JN 522 - BON AIR INC.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

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

NAKAOKA COMMUNITY CENTER HVAC
UPGRADE PROJECT

JN 522

SEPTEMBER 2023

CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**NAKAOKA COMMUNITY CENTER HVAC
UPGRADE PROJECT**

JN 522

Plans & Specifications prepared by:



Memoranda:

Plans and specifications are available at Planwell Administrator, 562.436.9761 or <https://www.e-arc.com/location/costa-mesa/> ("Planrooms"/"Order From Planwell")

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

City of Gardena Public Works Engineering Division: 310.217.9568

CITY OF GARDENA
NOTICE INVITING BIDS
for
NAKAOKA COMMUNITY CENTER HVAC UPGRADE
PROJECT NO. JN 522

Plans and Specifications are available through ARC Document Solutions. Please be advised that there is an additional charge for delivery. Upon payment of the purchase price, they become the property of the purchaser and may not be returned for refund.

You may access the plans through the following website under Public Planroom:

<https://www.e-arc.com/location/costa-mesa/>
(Scroll down to "Planrooms" and click "Order From Planwell")
or

https://customer.e-arc.com/arcEOC/Secures/PWELL_PrivateList.aspx?PrjType=pub

For help accessing and ordering, please contact a Planwell Administrator at 562.436.9761.

Notice is hereby given that the City of Gardena will receive sealed bids at the office of the City Clerk, City Hall, 1700 W. 162nd Street, Gardena, California, until 2:00PM on September 14, 2023, and shortly thereafter on this same day, they will be publicly opened and read in the City Clerk's Office in-person and via ZOOM.

The information to join the bid opening via ZOOM is the following:

Topic: Bid Opening
Time: 2:00 PM on September 14, 2023 (Shortly thereafter the deadline)
Join ZOOM Meeting

<https://us02web.zoom.us/j/82466093086>

Meeting ID: 824 6609 3086
Dial by phone: +1 669 900 9128 US

Non-Mandatory Prebid Job Walk: **9:00 AM, Friday, September 8, 2023**
 1670 W 162nd Street, Gardena, CA 90247
 Contact – Frank Sanchez, Project Manager
 (310) 297-9631 (fsanchez@cityofgardena.org)

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

All bids must be in writing, must be sealed, and must be plainly marked on the outside: **"BID ON PROJECT NO. JN 522"**. Any bid received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned unopened to the bidder.

Bids are required for the entire work as described below:

The Nakaoka Community Center HVAC Upgrade consists primarily of replacement of the condensing Unit with an equivalent Carrier model 40-ton capacity unit. Inspecting and cleaning of air handling unit. Replacement of 6-row DX cooling coil and condensate collection pan.

Evaluate existing Reznor inline duct heaters for reuse and all other required materials and labor to refurbish the system to good running order.

ENGINEER'S ESTIMATE: \$303,000

The time of completion of contract shall be **15 working days** as defined in the latest Standard Specifications for Public Works ("Greenbook"). Liquidated Damages, as defined in Section 6-9, shall be **\$500 per each consecutive calendar day**.

Each bidder must submit a proposal to the City, c/o City Clerk in accordance with the Plans and Specifications. Said proposal is to be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Gardena, in an amount not less than 10 percent of the total bid submitted.

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

ATTENTION: CITY, c/o CITY CLERK

(Bidder's Name and Address) _____

(Number and title of this project) _____

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

The contractor shall have an active **C-20 Specialty license and all additional pertinent licenses as needed** from the Contractor's State License Board at the time of submitting bid, and perform a minimum of 25% of the work, .

Pursuant to Public Contract Code Section 22300, the Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the City to insured performance under the contract unless applicable federal regulations or policies do not allow such substitution. Such security shall be deposited with the City, or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City Attorney.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive responsible bidder.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code,

California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws").

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

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing. City may require a copy of the electronic certified payroll records submitted to the DIR at anytime.

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

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

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

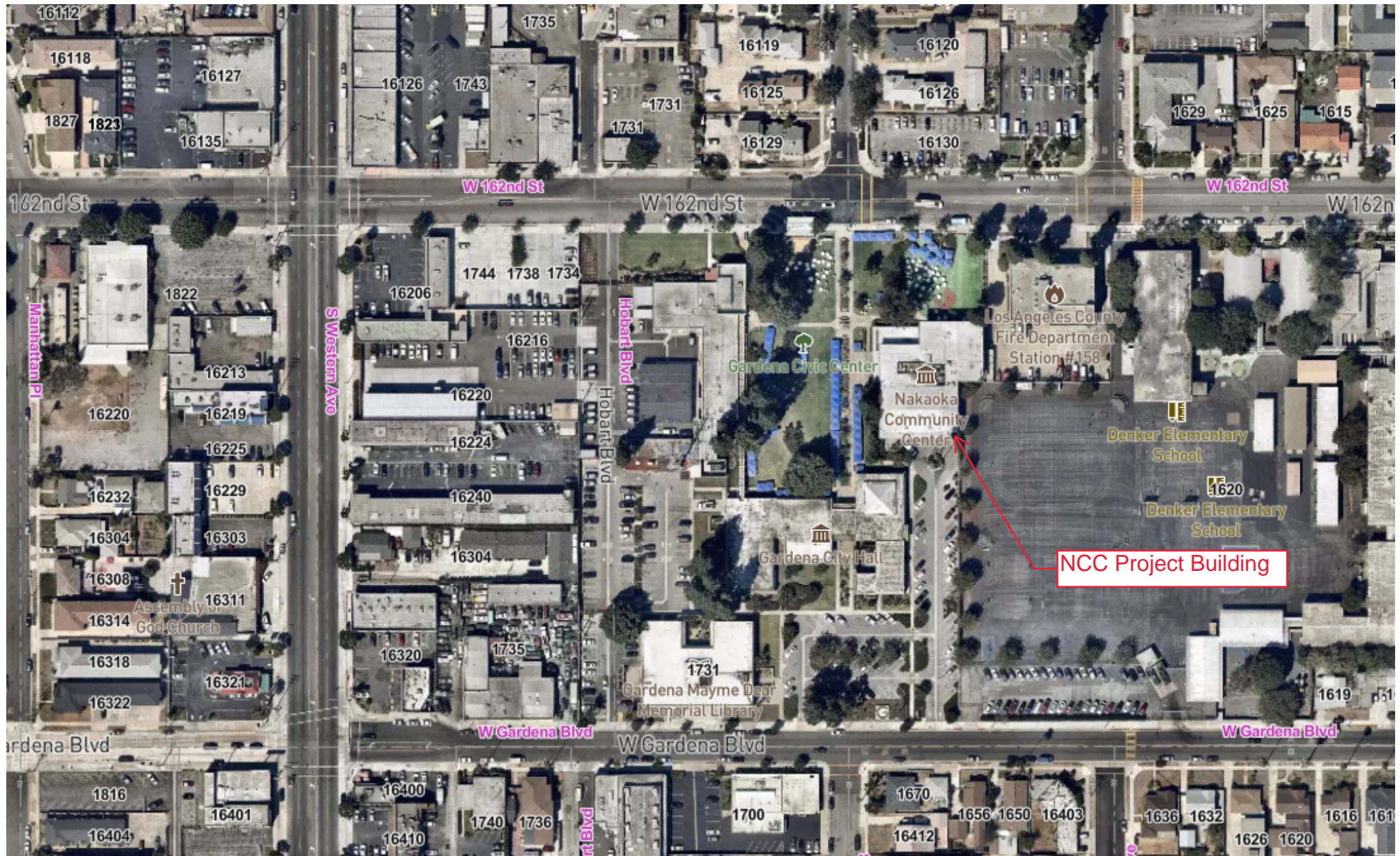
Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

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

- I. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract was awarded); and
- II. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 17265.5.

Any questions regarding this bid package may be referred to Frank Sanchez, Project Manager, Public Works Engineering Division at 310.217- 9631 (fsanchez@cityofgardena.org).

Nakaoka Community Center HVAC Upgrade Project, JN 522



1" = 200 ft

Project Location Map

08/18/2023



This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

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INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL

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

PRPOSAL / BID DOCUMENTS

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

Bidding Schedule

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Bid Bond

Designation of Subcontractors

Construction Project Reference

Certificate of Non-Discrimination by Contractors

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

DELIVERY OF PROPOSAL

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

WITHDRAWAL OF PROPOSAL

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

MODIFICATIONS AND ALTERNATIVE PROPOSALS

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

DISCREPANCIES IN PROPOSALS

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

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

PROPOSAL GUARANTEE – BIDDER'S SECURITY

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

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

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

DISQUALIFICATION OF BIDDERS

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

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

ADDITIONAL REQUIREMENTS

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

CONTRACT DOCUMENTS

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

BID PROPOSAL (BP)
NAKAOKA COMMUNITY CENTER HVAC UPGRADE
PROJECT NO. JN 522

Contractor: _____

Address: _____

Phone: _____

Fax: _____

License No.: _____

D.I.R. No. _____

Email: _____

To Be Submitted
WITH
Bid Package

BID PROPOSAL

PROJECT NO. JN 522

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT

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 **15 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	Bonds / Insurance / Permit, and Mobilization (not to exceed 5% of contract bid)	LS	1	\$	\$
2	Supervision / Installation Labor / Equipment (no substitution for Condensing Unit (CU) specified on the plans)	LS	1	\$	\$
3	Start-up / System Functional Operation Check / City Maintenance Personnel Training / Warranty Registration and Turn Over	LS	1	\$	\$

TOTAL CONTRACT BID:

(Figures) \$ _____

(Words) _____

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

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

TO BE SUBMITTED WITH PROPOSAL

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.

BID SCHEDULE (Continued)

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

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

Name of Bidder

Signature of Bidder

BID PROPSOAL

PROJECT NO. JN 522

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addenda will be issued only through the ARC Document Solutions and access under their "Planrooms"/"Order From Planwell" (<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 has been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Bidder's Signature

Date

BID PROPOSAL

PROJECT NO. JN 522

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

BIDDER'S DECLARATION (Continued)

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

Respectfully submitted,

Contractor's Business Name

Contractor (Print) Title

Business Address: Street

Signature

Title

City State Zip

Contractor's License No. and Classification

Business Phone Number

Business Fax Number

Date

Name Title

Residence: Street

City State Zip

Residence Phone Number

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

BID PROPOSAL

PROJECT NO. JN 522

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

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

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY STATE ZIP

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

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 522

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 _____ day of _____, 20____, at _____ (place of execution), California_____.

Signature: _____ Name: _____

Title: _____ Company: _____

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 522

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

(not less than ten percent of total amount of bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

**PROJECT: NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT,
JN 522**

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

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

_____(SEAL)
Principal

_____(SEAL)
Surety

BY: _____
Signature

BY: _____
Signature

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

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 522

DESIGNATION OF SUBCONTRACTORS

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

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

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

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number

Not more than ____ %.

TO BE SUBMITTED WITH PROPOSAL

BP-10

BID PROPOSAL

PROJECT NO. JN 522

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

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

Three projects of this type recently completed:

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

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

Bidder's Signature _____

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 522

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

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

We agree specifically:

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

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

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

BID PROPOSAL

PROJECT NO. JN 522

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Name: _____

Title: _____ Company: _____

TO BE SUBMITTED WITH PROPOSAL

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

CONTRACT DOCUMENTS (CD)
NAKAOKA COMMUNITY CENTER HVAC UPGRADE
PROJECT NO. JN 522

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

CONTRACT DOCUMENT

PROJECT NO. JN 522

AGREEMENT

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

The City and the Contractor mutually agree as follows:

ARTICLE I.

THE PROJECT

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

Title: **NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT,
JN 522**

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

ARTICLE II.

CONTRACT SUM AND PAYMENT

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

ARTICLE III.

CONTRACT DOCUMENTS

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

ARTICLE IV.

EFFECTIVE DATE

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

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

CITY

CONTRACTOR

By: _____
MAYOR (Sign)

By: _____
Sign / Title

Date: _____
SEAL

Date: _____

Attest:
By: _____
CITY CLERK (Sign)

Attest: (Contractor)
By: _____
Sign / Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY (Sign)

Date: _____

CONTRACT DOCUMENT

PROJECT NO. JN 522

FAITHFUL PERFORMANCE BOND

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

**PROJECT: NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT,
JN 522**

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

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

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

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

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

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

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

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

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

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

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN 522

PAYMENT BOND

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

PROJECT: **NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT,
JN 522**

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

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

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

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

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

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

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

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

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

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN 522

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

CONTRACT DOCUMENT

PROJECT NO. JN 522

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT, JN 522

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

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

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

"Indemnitor"

Company/Contractor _____

Name & Title _____

Signature & Date _____

CONTRACT DOCUMENT

PROJECT NO. JN 522

INSURANCE

CERTIFICATION OF INSURANCE (COI) SHALL BE SUBMITTED BY THE CONTRACTOR

- 1. COMMENCEMENT OF WORK.** Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 2. INSURANCE COMPANY REQUIREMENTS.** All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- 3. COVERAGES, LIMITS AND POLICY REQUIREMENTS.** Contractor shall maintain the types of coverages indicated below:
- 4. COMPREHENSIVE GENERAL LIABILITY INSURANCE.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 5. COMMERCIAL AUTO LIABILITY INSURANCE.** A policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 6. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** A policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

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

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

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

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

7. POLICY REQUIREMENTS. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
- (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

8. COURSE OF CONSTRUCTION INSURANCE. Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

9. ADDITIONAL REQUIREMENTS. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

10. DEDUCTIBLES. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment

of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.

11. VERIFICATION OF COMPLIANCE. Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

12. TERMINATION FOR LACK OF REQUIRED COVERAGE. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

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

GENERAL PROVISIONS

NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT JN 522

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

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

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

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

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

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

1-7 AWARD AND EXECUTION OF THE CONTRACT.

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

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

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

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

1-7.2 Contract Bonds. The "Performance Bond" is equivalent to City's "Faithful Performance Bond".

1-7.3 Examination of Plans, Specifications and Project Site. Bidders shall read the specifications, review the drawings and examine the existing facilities to fully understand the project in order to plan for the improvements as shown in the contract, including local condition, uncertainty of weather and all other contingencies.

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

1-7.4 Interpretation of Drawings and Documents. If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.

1-7.5 Award of Contract. After the Proposals have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

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

Bids subsequently shown to be mathematically unbalanced would be rejected as nonresponsive.

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

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

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

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

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

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

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

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

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

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

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

1-7.8 Precedence of Contract Documents. The order of precedence of contract document shall be:

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

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

SECTION 2 – SCOPE OF THE WORK

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

contracts, the Contractor shall obtain all permits incidental to the work or made necessary by its operations, and pay all costs incurred by the permit requirements.

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

The project is subject to permit(s) from the Community Development Department. The permits are ready to be issued and the Contractor is required to pull the applicable project permits (i.e. electrical, mechanical, plumbing, building, etc.). The permit costs will be borne by the Contractor.

2.10 DISPUTED WORK.

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

2-11. DISPUTE RESOLUTION.

2-11.1 Requests for Contract Adjustments and Relief. If either Contractor or the Agency believes that it is entitled to relief against the other for any event arising out of or related to the work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in the applicable sections of this Contract.

In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

2-11.2 Dispute Avoidance and Resolution. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and the Agency each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work under the Contract.

Contractor and the Agency will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and the Engineer.

If a dispute or disagreement cannot be resolved through the Contractor's Representative and the Engineer, Contractor's Chief Executive Officer or similar senior representative and the Gardena City Manager, or designee, upon the request of the other party, shall meet as soon as conveniently possible, but in no case later than twenty (20) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meeting between the parties' senior representatives, the parties will exchange relevant information that will assist the parties

in resolving their dispute or disagreement.

If, after meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may submit the dispute to binding or non-binding mediation. The mediation shall be conducted in any manner and by any person or mediation association mutually acceptable to the parties.

2-11.3 Arbitration. Any claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 9-4.2 above may be decided by binding or non-binding arbitration. The arbitration shall be conducted in any manner and by any person or arbitration association mutually acceptable to the parties.

2-11.4 Claims Disputes. Any claims of Contractor, as “claims” are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, Section 9-4.3 shall apply. If the contractor disputes the public entity’s written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

2-13 DRAWINGS AND SPECIFICATIONS (“RECORD” DRAWINGS). At all times, the Contractor shall maintain at the project a “Record” set of Drawings and Specifications to include all executed addenda, change orders, and field orders.

Prior to each progress payment the Contractor shall deliver to the Engineer, a set of contract drawings with all applicable “as constructed” notes placed/recorded thereon. Failure to provide “as constructed” plans will cause progress payment to be withheld until information is provided to City.

After completion of the work and before final payment, the Contractor shall deliver to the Engineer a complete set of contract drawings with all applicable "as constructed" noted placed/record thereon. The final form and detail of these as constructed plans are subject to the acceptance of the Engineer.

2-14 MARKING REMOVAL. All markings placed by the Contractor, City, and Underground Service Alert (USA) during construction shall be removed at the completion of the work. These markings shall include, but not limited to, paint, stakes, and metal tags.

All cost associated with removal of markings shall be included in the bid prices for the applicable bid items. Failure of the Contractor to remove these markings shall be cause for the City to do the work and withhold the costs from the Contractor's final payment.

SECTION 3 – CONTROL OF THE WORK

3-5 INSPECTION. Inspection shall be made once a day for areas ready for inspection. Areas or items that fail inspection or that are not ready for inspection shall be rescheduled by the contractor.

Inspection of the work shall not relieve the contractor of the obligation to fulfill all conditions and requirements of the contract.

3-6 THE CONTRACTOR'S REPRESENTATIVE. The Contractor shall furnish the Engineer with the name, address and cell/ business/home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

3-10 SURVEYING.

3-10.3 Line and Grade. Unless otherwise provided in the Technical Provisions, establishing lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

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

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

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

3-12 WORK SITE MAINTENANCE.

3-12.1 General. The Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water in keeping with the AQMD and NPDES requirements. Debris, soil or other matter shall not be washed into storm drains but shall be collected and disposed of in a legal, responsible manner.

The construction area shall be cleaned with a power sweeper at the end of every workday and when deemed necessary by the Engineer.

The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Use temporary sandbags to control the site perimeter. At the completion of the project sandbags shall become the property of the City of Gardena and shall be remain in place.

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

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

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

3-12.4. Storage of Equipment and Material.

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

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

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

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

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

3-12.5.4 Protection and Restoration of Existing Improvements. Any facilities, structures, water lines, landscaping, surfaces, signs, pavement markings, painted curbs, house numbers, etc., which are damaged during construction shall be restored to the satisfaction of the City. Damaged water lines shall be repaired immediately at no additional cost to the city.

3-12.5.5 Access to Private Property. The Contractor shall be aware that business and residential access must be maintained at all times. The Contractor shall schedule operations to minimize interference with access to private property.

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

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

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.3 Warranty. In addition to the guarantees as required in Section 1-7.2 and 3-13.3 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the Agency to insure that defects, which may appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Engineer within thirty (30) days after written notice thereof by the Agency.

SECTION 4 – CONTROL OF MATERIAL

4-1 GENERAL.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier.

The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Agency.

The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE. In lieu of Section 5-4 of the Standard Specifications, refer to the City Contract Documents Section, CD-10, for detail requirements.

5-5 ANTITRUST CLAIMS. By entry into this Contract, Contractor hereby acknowledges the terms of Section 7103.5 of the Public Contract Code and hereby offers and agrees to assign to the Agency all rights, title and interest in all causes of action it may have as outlined above.

5-7 SAFETY.

5-7.4 Hazardous Substances. As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet

below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify the Agency of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by the Agency; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, the Agency shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the Contract but shall retain all rights provided by the Contract and by law for making protests and resolving the dispute.

5-7.4.1 Edison Energized Conductors. Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilized only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: A person who by reason of experience or instruction is familiar with the operation to be performed and the hazards involved."

Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

5-7.4.2 Emergency Provisions. Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the Agency, an emergency exists of which the Agency is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the Agency, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the Agency may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the Agency may seem reasonable and necessary, all at the expense of the Contractor.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule. The Contractor's proposed construction schedule shall be submitted to the Engineer within fourteen (14) calendar days after the date of the contract execution. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

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

work to allow parking on the next adjacent streets. Restricting parking on multiple adjoining streets shall require approval of the engineer.

6-1.2 Commencement of the Work. City may establish a Notice to Proceed (NTP) date no later than thirty (30) calendar days after the date of the contract execution. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

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

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

COMPANY	CONTACT	TELEPHONE NO.
Southern California Edison	Joshua Remijio	562.756.3241
Southern California Gas	Melissa Fukunaga: Tech Services Planning: Attn - Lead Planner	213.231.7281
AT&T	Marco A. Perez	626.491.5503
	Raymond Dover	310.515.4257
Gardena Police	Dispatch	310.3237911
L.A. County Fire Dept.		310.323.7911
Time Warner Communications	Arturo Fernandez	310.750.9099
Crown Castle	Hector Aguilera	951.454.5111
Waste Resources of Gardena	Lorena Rodriguez	310.366.7600
Golden State Water Co.	Conde Ventura	310.436.6950 x107
	Joseph Salcido	310.660.0320 x101
L.A. County Flood Control	Daryll Chenoweth	626.458.3129
L.A. Sanitation District	Jon Ganz	562.908.4288
Metropolitan Water District	Civil Eng. Substructures Section	213.217.7059
Chevron Pipeline	Dave Zerler	310.669.4014
Underground Service Alert		800.422.4133

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

6-1.3 Working Day. The Contractor's working hours shall be limited to the hours between 7:30 A.M. and 4:30 P.M., Monday through Friday except holidays. No work which will cause loud or disruptive noise to adjacent residents and "No Parking" enforcement shall begin prior to 8:00 a.m. nor terminate later than 4:30 p.m. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for

the safety of the workmen and the public, and for proper inspection.

If the Contractor works beyond the allowed working hours without prior written approval from the Engineer, the Contractor may be charged Five Hundred (\$500) for each occurrence as required by the Engineer. The amount will be deducted from a progress payment or bond.

Contractor hereby acknowledges and shall be required to comply with the provisions of California Labor Code Section 1810 et seq. According to those sections, eight (8) hours of labor shall constitute a legal day's work. Contractor shall pay to the Agency a penalty of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day or forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

6-1.4 Notice and Service Thereof. Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

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

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

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

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

Notification of Property Owners and Tenants - The Contractor shall notify each property owner and/or tenant in the project area in writing five (5) working days prior to the start of construction. If pedestrian or vehicular access to private property is to be blocked, the Contractor shall again notify each property owner and/or tenant in writing five (5) working days prior to construction activities. The Contractor shall provide additional notices when a lapse time occurs during each phase/segment work.

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

6-2 PROSECUTION OF THE WORK.

6-2.1 Contractor's Responsibility for Work. Until the formal acceptance of the work by the Agency, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with the Section 1-7.6 and 5-4 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

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

6-3 TIME OF COMPLETION.

6-3.1 General. The contract time shall begin per the City's written notification. Work must be completed within working days specified for the project. In addition, the Contractor shall notify the City 24 hours in advance of the actual commencement of work.

No work shall be undertaken during the City's holiday closures. It is the Contractor's responsibility to determine the City's closure dates.

6-9 LIQUIDATED DAMAGES. The amount of liquidated damages is hereby amended to **\$500** for each consecutive calendar day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.2 Method of Measure. The quantities shown on the Bid Schedule are approximate only. The Contractor will be paid for the actual quantities of work based on approved field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications. Additional bid item work shall be completed within the total working days in these specifications. Additional working days maybe allowed with the approval of the engineer.

7-3 PAYMENT.

7-3.2 Partial and Final Payment. The Engineer will authorize monthly partial/progress payments per Section 7-3.2 of the Standard Specifications. Contractor's monthly invoice shall be submitted on company letterhead. Each invoice submitted shall include: project name, date of invoice, progress payment number, and purchase order number. All bid items shall be included on each invoice and include unit, unit price bid, original quantity, amount, previous payment quantity and amount, current invoice payment quantity and amount, total project payment quantity and amount. In addition, any approved change orders shall be listed on invoice. Payment to Contractor typically takes 30 days from submittal of approved invoice. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

7-3.3 Delivered Materials. The City will NOT honor or make any progress payments for materials ordered and delivered to the job site by the Contractor unless prior approval is obtained from the Engineer.

7-4 PAYMENT FOR EXTRA WORK.

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

1)	Labor	20
2)	Materials	15
3)	Equipment Rental.....	15
4)	Other Items and Expenditures.....	15

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. The Contractor shall provide the class of field office indicated below:

☐ Class "A"

☐ Class "B"

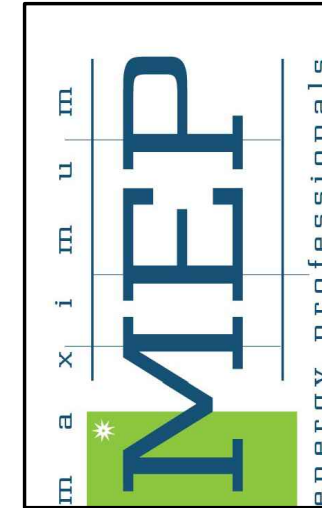
☐ Class "C"

In the event none of the boxes are marked above, no specific field office will be required, and the use therefor of any field office will be at the Contractor's discretion. The location of any field office shall be as provided on the plans, in these Specifications or as designated by the Engineer.

END OF GENERAL PROVISIONS

NAKAOKA COMMUNITY CENTER
HVAC UPGRADE PROJECT, JN522
1670 W 162ND STREET GARDENA CA 90247

CITY OF GARDENA
1700 W 162nd STREET RM 104
GARDENA CA 90247

MECHANICAL LEGEND & SYMBOLS,
VICINITY MAP, SITE PLAN, DRAWING
INDEX AND PROJECT DIRECTORY

NAKAOKA COMMUNITY CENTER
HVAC UPGRADE PROJECT, JN522
1670 W 162nd ST GARDENA CA 90247

OWNER/CONTRACTOR

PROJECT ENGINEER

SHEET TITLE

PROJECT TITLE

[illegible]

REVISIONS

5

ENGINEER'S STAMP

DRAWING'S DATA






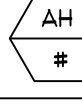



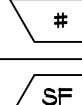
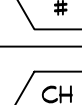
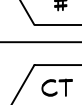
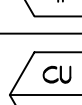


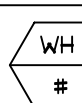


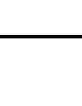
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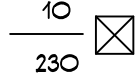
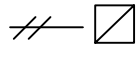























ISSUED FOR: BIDDING

DATE: 07-25-23

PROJECT NO: 23-024

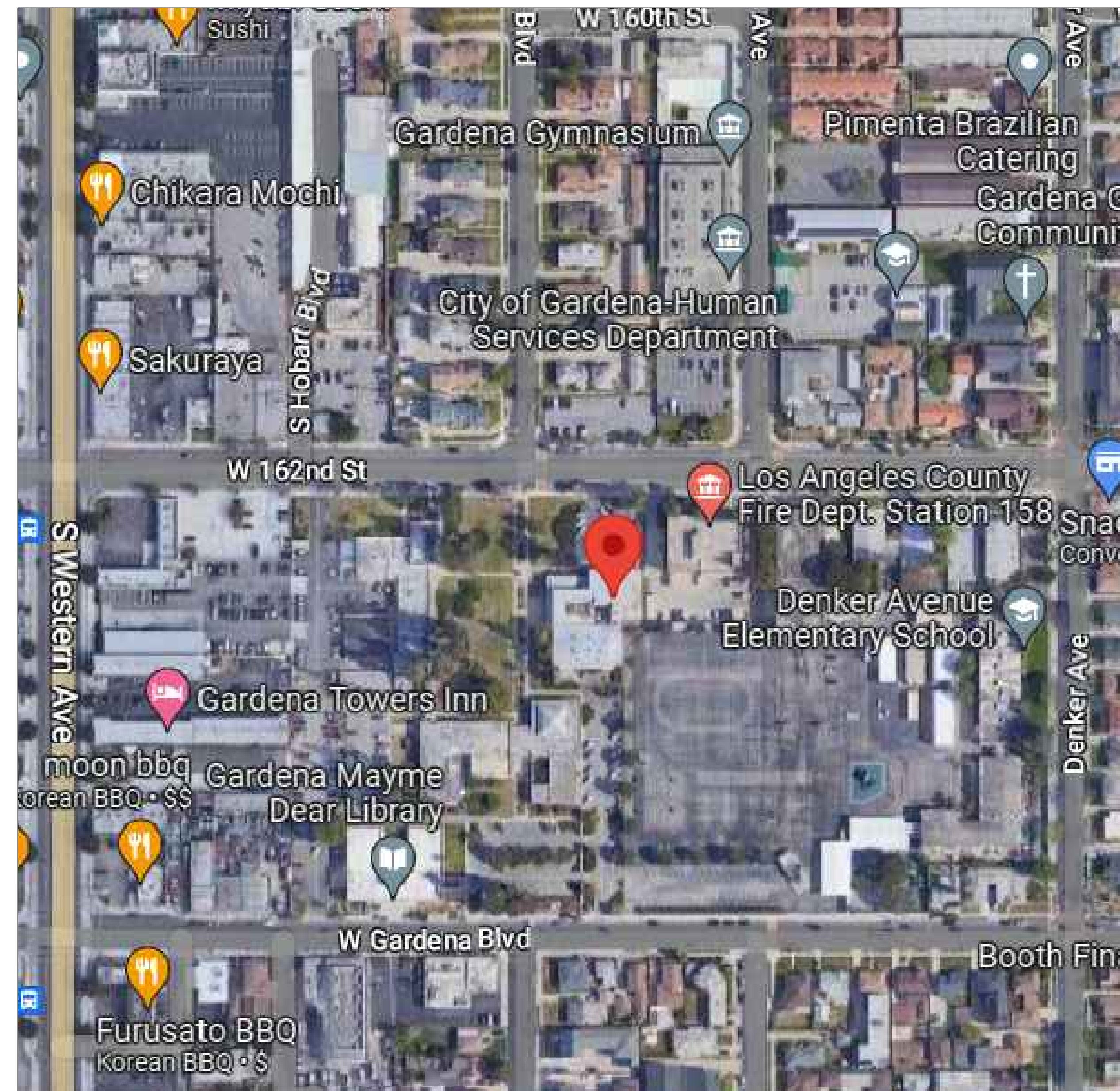
LEGEND AND SYMBOLS

SYMBOLS	ABBREV.	DESCRIPTION
(E)		EXISTING
(N)		NEW
(R)		RELOCATED
(D)		DEMOLISH
		NOTE REFERENCE
	P.O.C.	POINT OF CONNECTION
	P.O.D.	POINT OF DEMOLITION
UTR	U.T.R.	UP THROUGH ROOF
		DRT LEG
	A.C.	AIR CONDITIONING UNIT
	A.H.	AIR HANDLER
	E.F.	EXHAUST FAN
	F.C.	FAN COIL
	H.W.P.	HOT WATER PUMP
	R.A.F.	RETURN AIR FAN
	S.F.	SUPPLY FAN
	CH	CHILLER
	C.T.	COOLING TOWER
	C.U.	CONDENSING UNIT
	CHWP	CHILLED WATER PUMP
	CWP	CONDENSER WATER PUMP
	W.H.	WATER HEATER
	P.F.	POT FEEDER
	D.F.	DUCT FURNACE

SYMBOLS	ABBREV.	DESCRIPTION
		CEILING DIFFUSER. WITH 10" DIAMETER NECK SIZE AND 230 CFM SUPPLY AIR. CONVERT INTO ANEMOSTAT EQUIVALENT SQUARE NECK SIZE AS REQUIRED/DESIRED (TYPICAL).
		RETURN AIR CEILING GRILLE 12X12 (S DENOTES GRILLE WITH SOUND BOOT)
		SUPPLY AIR DIFFUSER 4-WAY BLOW
		SUPPLY AIR DIFFUSER 3-WAY BLOW
		SUPPLY AIR DIFFUSER 2-WAY BLOW
		SUPPLY AIR DIFFUSER 1-WAY BLOW
		EXHAUST AIR
		EXHAUST AIR FLOW
		TRANSFER AIR
		CEILING DIFFUSERS WITH REGAN BOX FLEXIBLE DUCT
		SIDEWALL SUPPLY REGISTER
		SIDEWALL RETURN AIR GRILLE
	F.D.	FLOOR DIFFUSER
	L.D.	LINEAR DIFFUSER
	RED. & INC.	RECTANGULAR TO ROUND DUCT TRANSITION
		DOOR LOUVER
	T.	THERMOSTAT AND ZONE NUMBER (+ ZONE #)
	S.	SENSOR
	S.D.	SMOKE DETECTOR
	T.C.	TEMP CONTROLLER
		PRESSURE INDICATOR W/ GAUGE COCK
	T.I.	TEMPERATURE INDICATOR
		PETE'S PLUG (PRESSURE TAP)
		MANUAL AIR VENT (ARROW INDICATES FLOW DIRECTION)
		THERMOWELL

SYMBOLS	ABBREV.	DESCRIPTION
	G.V.	GATE VALVE
	B.V.	BALL VALVE
	S.V.	SOLENOID VALVE
		COCK OR PLUG VALVE
	RED. & INC.	CONCENTRIC REDUCER/INCREASER
		CAPPED PIPE END
	VME.	VALVE MOTOR OPERATOR, ELECTRIC
	VMP.	VALVE MOTOR OPERATOR, PNEUMATIC
	F.C.	FLEX CONNECTOR
		BLIND FLANGE
		HOT AND CHILLED WATER RISER IDENTIFICATION (RISER 'A')
	G.	GAS PIPING
	C.W.	CONDENSATE WATER PIPING
	H.W.S.	HOT WATER HEATING SUPPLY PIPING
	H.W.R.	HOT WATER HEATING RETURN PIPING
	C.W.S.	CONDENSER WATER SUPPLY PIPING
	C.W.R.	CONDENSER WATER RETURN PIPING
	CH.W.S.	CHILLED WATER SUPPLY PIPING
	CH.W.R.	CHILLED WATER RETURN PIPING
		TURNING VANES IN ELBOW
		VOLUME EXTRACTOR IN DUCT
	V.D.	MANUAL VOLUME DAMPER FOR AIR BALANCE IN DUCT (ADJUSTABLE)
	F.D.	FIRE DAMPER AND ACCESS DOOR INTO DUCT
	M.D.	MOTORIZED DAMPER IN DUCT
	C.D.	CONTROL DAMPER
		EXISTING OR NEW PNEUMATIC ZONE MIXING DAMPER MOTOR AND ZONE NUMBER
		SUPPLY AIR DUCT SECTION
		RETURN OR FRESH AIR DUCT SECTION
		COOLING COIL
		HEATING COIL
		FILTER
OSA	O.S.A.	OUTSIDE AIR

VICINITY MAP



DRAWING INDEX

MO.0	MECHANICAL LEGEND AND SYMBOLS, VICINITY MAP, SITE PLAN, DRAWING INDEX, AND PROJECT DIRECTORY
MO.1	MECHANICAL SPECIFICATION, NOTES, CODES AND MECHANICAL EQUIPMENT SCHEDULE PART 1
M1.0	MECHANICAL ROOM PLANS
M2.0	MECHANICAL DETAILS
M3.0	MECHANICAL PROJECT INFORMATION AND EGRESS PLAN
EN1.0	TITLE 24 PART 6 - ENERGY COMPLIANCE FORMS
E1.0	ELECTRICAL NOTES, LEGEND AND SINGLE LINE DIAGRAM
E2.0	ELECTRICAL POWER PLAN
SO.1	STRUCTURAL GENERAL NOTES
SO.2	STRUCTURAL GENERAL NOTES SPECIAL INSPECTION
S1.0	STRUCTURAL PLANS, ELEVATIONS AND DETAILS

PROJECT DIRECTORY

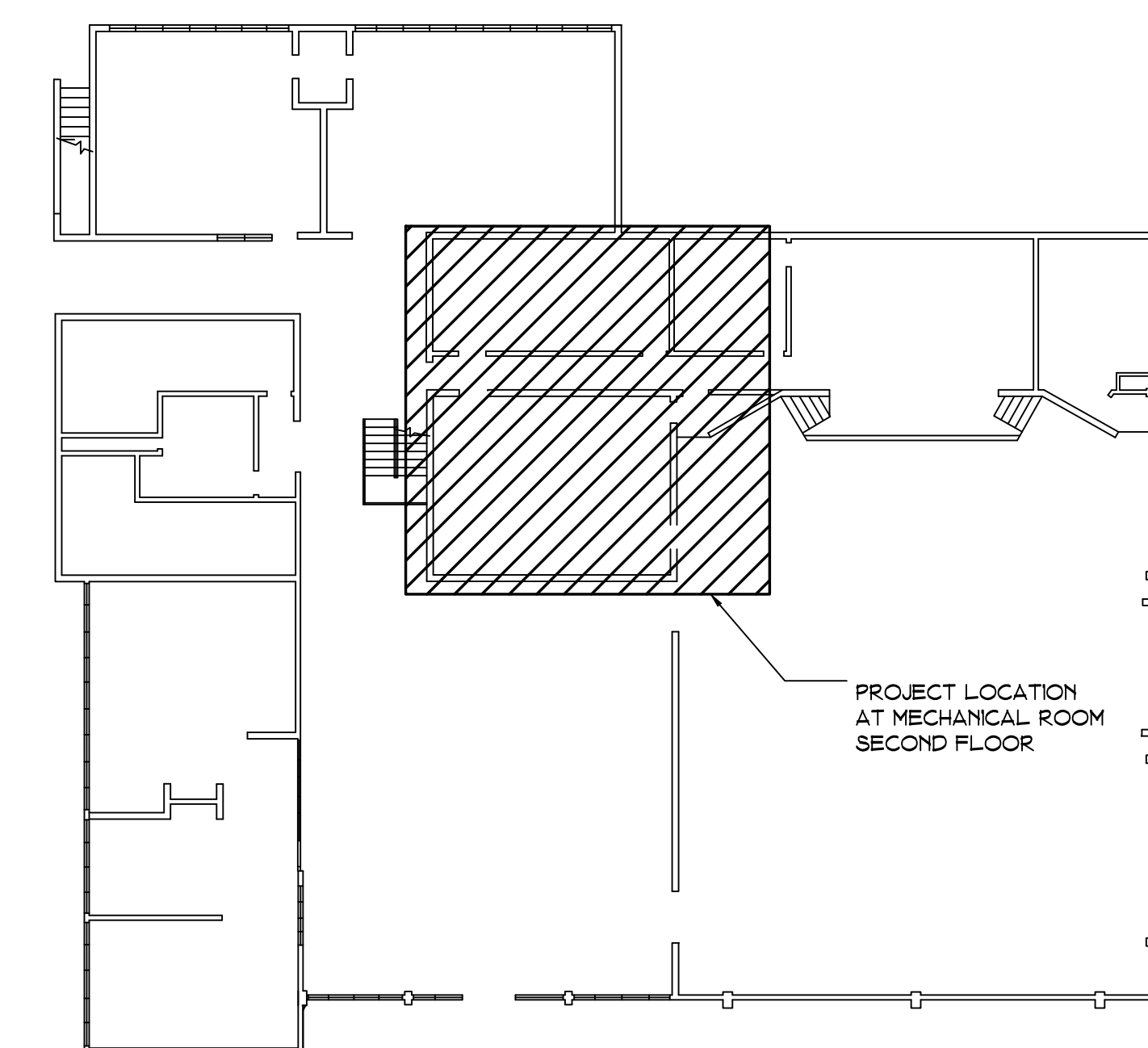
OWNER:

CITY OF GARDENA
1700 W 162ND STREET
GARDENA CA 90247
CONTACT: FRANK SANCHEZ, PE
FSANCHEZ@CITYOFGARDENA.ORG
TEL: (310) 217-9631

MECHANICAL, ELECTRICAL
AND STRUCTURAL ENGINEERS:

MARKETABLE ENGINEERED PROJECTS, LLC.
DBA MAXIMUM ENERGY PROFESSIONALS
 23670 HAWTHORNE BLVD., SUITE 204
 TORRANCE, CA 90505
 (310) 782-1410 FAX (310) 782-0031
www.MEP-LLC.COM

SITE PLAN



KEY PLAN
SCALE: NONE



MO.0
5-2612

DRAWING'S DATA	DATE:	03-16-23
	SCALE:	AS SHOWN
	DRAWN:	RM
	DESIGNED:	RM
	CHECKED:	GRT

MECHANICAL SPECIFICATION

MECHANICAL GENERAL NOTES

CODES

SCOPE OF WORK

1. REPLACEMENT OF EXISTING CONDENSING UNIT AND AIR HANDLER, COOLING COIL AND ASSOCIATED REFRIGERANT PIPING, CONTROL ON THE ROOF AND MECHANICAL ROOM.

SECTION 15000

1.01 QUALITY ASSURANCE

A. CODES AND STANDARDS

1. SEE 'CODES' SECTION OF THIS SHEET FOR APPLICABLE CODES AND STANDARDS.
2. IF CONFLICT OCCUR BETWEEN CODE AND STANDARD, CODE SHALL PREVAIL.
3. IF CODE DO NOT ADDRESS SPECIFIC ISSUES USE OF STANDARDS SHALL BE PRESENTED TO ENGINEER OF RECORD FOR APPROVAL.

1.02 DELIVERY AND HANDLING

- A. CONTRACTOR SHALL RECEIVE, RIG AND SET IN PLACE ALL UNIT ITEMS IN THE SCOPE OF WORK.

1.03 DRAWING NOTES

- A. DRAWING NOTES ARE PART OF THIS SPECIFICATION.

PART 2.0 PRODUCTS

2.01 EQUIPMENT

- A. EQUIPMENT LISTED ON THE EQUIPMENT SCHEDULE

2.02 MATERIALS

- A. PIPING SHALL BE AS FOLLOWS:

1. EQUIPMENT DRAINS PIPING

- (1) PIPE: COPPER TUBING, TYPE L, SEAMLESS, HARD DRAWN, ASTM B-88.
- (2) FITTINGS: COPPER
- (3) PIPE JOINTS: BRAZED

2. REFRIGERANT PIPING

- (1) PIPE: COPPER TUBING, TYPE L, SEAMLESS, HARD DRAWN, ASTM B-88.
- (2) FITTINGS: COPPER
- (3) PIPE JOINTS: BRAZED

3. CONTROL AIR PIPING (AS APPLICABLE)

- (1) PIPE: COPPER TUBING, SEAMLESS, HARD DRAWN, ASTM B-88.
- (2) FITTINGS: COPPER
- (3) PIPE JOINTS: BRAZED

4. CITY WATER MAKE-UP PIPING SHALL BE SAME AS 'EQUIPMENT DRAIN PIPING' ABOVE.

- B. REFRIGERANT PIPING INSULATION: FOAMED PLASTIC PIPE INSULATION, SELF-EXTINGUISHING TYPE, ASTM C634 TYPE 1 - TUBULAR. PIPE INSULATION SHALL BE ONE-PIECE (PREFORMED) FLEXIBLE TUBING TYPE AND HAVE A MINIMUM K FACTOR OF 0.28 AT 75 F. MEAN TEMPERATURE. PIPE INSULATION SHALL BE 1/2 INCH THICK, MANVILLE 'RUBATEX', ARMSTRONG 'ARMAFLEX II' OR APPROVED EQUAL.

- C. EQUIPMENT, DUCTWORK AND CONTROL INSTRUMENTS PIPING MARKINGS SHALL BE PROVIDED BY INSTALLER IN A CLEAR AND LEGIBLE FORMAT.
- D. VIBRATION ISOLATION SYSTEMS FOR EQUIPMENT AND PIPING SHALL BE FACTORY SUPPLIED NEOPRENE PADS AND/OR SPRING ISOLATIONS SYSTEM AS SHOWN ON THE DRAWING.

PART 3.0 INSTALLATION, START-UP AND TESTING

- A. NEW (IN) EQUIPMENT AND ACCESSORIES SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS.

- B. EQUIPMENT DRAIN PIPING SHALL BE ACCORDANCE WITH APPLICABLE CODE AND STANDARD REQUIREMENTS.

- C. CONTRACTOR SHALL REPAIR, PATCH AND PAINT ALL AFFECTED AREAS DURING DEMOLITION AND INSTALLATION OF NEW UNITS, INCLUDING WALL, FLOOR AND ROOF OPENINGS TO MATCH EXISTING SURROUNDINGS AND MAINTAIN THE FIRE RATING OF EXISTING STRUCTURES.

- D. REFRIGERANT PIPING SHALL BE PRESSURE TESTED FOR LEAKS. ANY LEAKS FOUND SHALL BE MADE TIGHT.

- E. CONTRACTOR SHALL PERFORM A FUNCTIONAL SYSTEM TEST ON EACH SYSTEM AFTER COMPLETION OF EACH SYSTEM.

- F. CONTRACTOR SHALL PROVIDE ALL NECESSARY SERVICES IN CONNECTION WITH START-UP AND COMMISSIONING OF ALL NEW EQUIPMENT AND ASSIST EQUIPMENT MANUFACTURER'S START-UP PERSONNEL. OWNER'S PLANT ENGINEERS SHALL BE FULLY INSTRUCTED.

- G. CONTRACTOR SHALL PROVIDE TESTING AND BALANCING SERVICES FOR NEW EQUIPMENT AND ALL AIR DISTRIBUTION SYSTEM. READINGS AND BALANCING SHALL BE DONE IN ACCORDANCE WITH AABC OR NEBB STANDARDS. CONTRACTOR SHALL SUBMIT 6 COPIES OF THE COMPLETE READINGS AND BALANCE REPORT TO ENGINEER FOR REVIEW AND APPROVAL.

- H. ALL PERMITS SHALL BE COORDINATED BETWEEN CONTRACTOR AND APPROPRIATE AUTHORITIES HAVING JURISDICTION.

- I. CONTRACTOR SHALL INCLUDE ANY SEISMIC RESTRAINTS WHICH ARE REQUIRED WITH THE NEW EQUIPMENT AND NEW PIPING. PIPES AND CONDUITS SHALL BE SUPPORTED AND BRACED IN ACCORDANCE WITH CODE REQUIREMENTS.

- K. THE FACILITY WILL BE IN OPERATION DURING CONSTRUCTION WITH OWNER PERSONNEL BEING PRESENT. CONTRACTOR SHALL CLOSELY COORDINATE WITH THE OWNER, SAFETY AND ANY OTHER JOB RELATED ASPECTS, E.G. DEPLOYMENT OF PERSONNEL, POWER TOOLS AND EQUIPMENT FACILITY SECURITY RULES AND PROCEDURE, AREA ACCESS ARRANGEMENTS, WORK ON OVERTIME HOURS, ETC. AND IN ACCORDANCE WITH DETAILED INSTRUCTIONS ISSUED BY OWNER.

- L. CONTRACTOR SHALL PROVIDE AS REQUIRED STRUCTURAL ENGINEERING WHEN RIGGING PLANS ARE REQUIRED.

- M. CONTRACTOR SHALL INSTALL APPROPRIATE AND ENGINEERED PROVISIONS FOR THERMAL EXPANSION AND CONTRACTION OF ALL PIPING.

1. ENTIRE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA BUILDING CODE AND ALL OTHER APPLICABLE CODES AND REGULATIONS.
2. COORDINATE ENTIRE INSTALLATION OF ALL EQUIPMENT PIPING AND DUCTWORK SYSTEMS WITH THE WORK OF OTHER TRADES AND ALL EXISTING INSTALLATIONS AND SERVICES PRIOR TO ANY FABRICATION OR INSTALLATION. PROVIDE ALL FITTINGS, OFFSETS AS REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
3. ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL FITTINGS, TRANSITIONS, DAMPERS, VALVES AND OTHER DEVICES REQUIRED FOR A COMPLETE WORKABLE PIPING AND DUCT INSTALLATION.
4. THREE COMPLETE MAINTENANCE MANUALS FOR NEW INSTALLATION INCLUDING NEW EQUIPMENT SHALL BE PROVIDED FOR THE OWNER'S USE.
5. ALL LINE VOLTAGE WIRING SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT AND LINE VOLTAGE WIRING INCLUDING FINAL CONNECTIONS SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR AS INDICATED ON THE ELECTRICAL DRAWING OR SPECIFIED IN THE SPECIFICATIONS. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS OF ALL GOVERNING BODIES HAVING JURISDICTION THEREOF.
6. ALL EQUIPMENT, PIPING AND OTHER DEVICES AND MATERIALS INSTALLED OUTSIDE OF THE BUILDING OR OTHERWISE EXPOSED TO THE WEATHER SHALL BE COMPLETELY WEATHERPROOFED.
7. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH AND BE CONSIDERED TO BE PART OF THE MECHANICAL SPECIFICATION INDICATED THEREON.
8. ALL DIMENSIONS, PIPING AND EQUIPMENT GENERAL ARRANGEMENTS AS SHOWN ON THESE PLANS ARE APPROXIMATE AND MUST BE CONFIRMED ON SITE.
9. ALL EQUIPMENT SHALL BE CERTIFIED AS REQUIRED BY THE CALIFORNIA ENERGY COMMISSION TO COMPLY WITH EFFICIENCY STANDARDS.
10. CONTRACTOR TO SUBMIT ALL EQUIPMENT, PIPING, DUCTWORK, AIR DISTRIBUTION DEVICES AND OTHER ACCESSORIES TO THE ENGINEER FOR APPROVAL PRIOR TO ANY ORDERING OF SUCH ITEMS.

11. INSTALL PIPING, COMPONENTS AND WIRING IN CONFORMANCE WITH EQUIPMENT MANUFACTURERS' REQUIREMENTS.

12. ALL CONNECTIONS TO AND DISCONNECTION OF EXISTING EQUIPMENT SHALL BE MADE IN SUCH A MANNER THAT INTERRUPTION TIME SHALL BE KEPT TO A MINIMUM. THE CONTRACTOR SHALL GIVE THE OWNER'S REPRESENTATIVE SUFFICIENT NOTICE OF SUCH INTERRUPTION AND THE ACTUAL SHUTDOWN TIME SHALL BE AT A TIME DESIGNATED BY THE OWNER'S REPRESENTATIVE.

13. ALL APPLIANCES DESIGNED TO BE FIXED IN POSITION SHALL BE SECURELY FASTENED IN PLACE PER THE BUILDING CODE REQUIREMENTS.

14. MAINTENANCE LABELS SHALL BE AFFIXED TO ALL MECHANICAL EQUIPMENT AND A COMPLETE MAINTENANCE MANUAL FOR NEW INSTALLATION INCLUDING NEW EQUIPMENT SHALL BE PROVIDED FOR THE OWNER'S USE.

15. THE OWNER ACKNOWLEDGES THAT THE DESIGN PROFESSIONAL AND PLANS AND SPECIFICATIONS ARE INSTRUMENTS OF PROFESSIONAL SERVICE. NEVERTHELESS, THE PLANS AND SPECIFICATIONS PREPARED UNDER THIS AGREEMENT SHALL BECOME THE PROPERTY OF THE OWNER UPON COMPLETION OF THE WORK. THE OWNER AGREES TO HOLD HARMLESS AND INDEMNIFY THE DESIGN PROFESSIONAL AGAINST ALL DAMAGES, CLAIMS AND LOSSES INCLUDING DEFENSE COSTS ARISING OUT OF ANY REUSE OF THE PLANS AND SPECIFICATIONS WITHOUT THE WRITTEN AUTHORIZATION OF THE DESIGN PROFESSIONAL.

APPLICABLE CODES

2022 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.

2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R. CODE, PART 1, TITLE 24 C.C.R.

2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.

2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.

2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.

2022 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.

2022 CALIFORNIA ELEVATOR SAFETY CONSTRUCTION CODE, PART 7, TITLE 24 C.C.R.

2022 CALIFORNIA HISTORICAL BUILDING CODE, PART 8, TITLE 24 C.C.R.

2022 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R.

2022 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.

LATEST VERSION IN EFFECT OF TITLE 19 C.C.R. PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.

PARTIAL LIST OF APPLICABLE STANDARDS

NFPA 13	AUTOMATIC SPRINKLER SYSTEMS	2022 EDITION
NFPA 14	STAND PIPE SYSTEMS	2022 EDITION
NFPA 17	DRY CHEMICAL EXTINGUISHING SYSTEMS	2022 EDITIONS
NFPA 17A	WET CHEMICAL SYSTEMS	2022 EDITION
NFPA 20	STATIONARY PUMPS	2022 EDITION
NFPA 24	PRIVATE FIRE MAINS (INCLUDED IN 1999 NFPA 13)	2022 EDITION
NFPA 72	NATIONAL FIRE ALARM CODE (CALIFORNIA AMENDED) (NOTE SEE UL STANDARD 1971 FOR VISUAL DEVICES)	2022 EDITION
NFPA 253	CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS	2022 EDITION
NFPA 2001	CLEAN AGENT FIRE EXTINGUISHING SYSTEMS	2019 EDITION
REFERENCE CODE SECTION FOR NFPA STANDARDS-2001 CBC (SFM) 3504.1		
SMACNA	HVAC DUCT CONSTRUCTION STANDARDS (METAL & FLEXIBLE)	3RD EDITION-2005

HAZARDOUS MATERIALS NOTES:

1. THE OWNER HAS WARRANTED THAT THERE IS NO ASBESTOS IN FACILITIES OR ANY TOXIC MATERIAL IN BUILDINGS COMPRISING THE SCHOOL DISTRICT. AT LOCATIONS WHERE ASBESTOS OR OTHER TOXIC COMPOUNDS ARE DETERMINED TO EXIST, THE OWNER HAS AGREED TO ABATE, ENCAPSULATE, CLEAN-UP, REMOVE AND DISPOSE OF SUCH HAZARDOUS SUBSTANCES IN ACCORDANCE WITH ALL APPLICABLE REGULATION AT ITS OWN EXPENSE. OWNER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ENGINEER, CONTRACTOR, ITS SUBCONTRACTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYERS AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, DELAY, ATTORNEYS' FEES AND EXPENSES IN ANY WAY CONNECTED WITH CAUSED BY, OR RESULTING FROM THE PRESENCE OF HAZARDOUS SUBSTANCES AT THE FACILITY, WHETHER OR NOT THE OWNER NOTIFIES THE CONTRACTOR OF THE EXISTENCE OF THESE MATERIALS.

GREEN BUILDING NOTES:

1. A FINAL REPORT FOR THE TESTING AND ADJUSTING OF ALL NEW SYSTEMS SHALL BE COMPLETED AND PROVIDED TO THE FIELD INSPECTOR PRIOR TO FINAL APPROVAL. THIS REPORT SHALL BE SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR PERFORMING THESE SERVICES.
2. AN OPERATION & SYSTEMS MANUAL, SHALL BE PROVIDED TO THE OWNER OR REPRESENTATIVE AND TO THE FIELD INSPECTOR AT THE TIME OF FINAL INSPECTION.
3. ALL HVAC SYSTEMS AND COMPONENTS WILL BE TESTED, ADJUSTED AND BALANCED IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
- NEBB'S STANDARDS FOR TESTING, ADJUSTMENT, AND BALANCING OF ENVIRONMENTAL SYSTEMS (7TH EDITION).

MECHANICAL EQUIPMENT SCHEDULE

EXISTING AIR COOLED CONDENSING UNIT SCHEDULE

EQUIPMENT ID NO.	MANUFACTURER & MODEL	SYSTEM TYPE	LOCATION	SERVICE	UNIT SIZE TONS	CAPACITY MBH	REFR.	REFRIGERANT PIPING DIA.		CONDENSER FAN			COMPRESSOR SECTION					ELECTRICAL DATA				DIMENSION L' X W' X H'	OPERATING WEIGHT LBS	REMARKS
								LIQUID LINE	SUCTION LINE	NO.	FLA	CFM	NO.	TYPE	MODEL	RLA	LRA	POWER V/PH/Hz	UNIT MCA	UNIT MOCP	COND. FAN FLA			
<div>CU</div> <div>1</div> <div>(E)</div>	CARRIER 38ADO44	DX COOLING ONLY	ROOF	(E) AHU-1	40	470	R-22	7/8"	2-1/8"	4	23	26,000	3	RECIPROCATING, HERMETIC	O6E4	36	173	460/3/60	89	125	23	11'-0-1/4" X 7'-0-1/2" X 4'-8-5/32"	2686	TO BE DEMOLISHED AND REPLACE

NEW AIR COOLED CONDENSING UNIT SCHEDULE

EQUIPMENT ID NO.	MANUFACTURER & MODEL	SYSTEM TYPE	LOCATION	SERVICE	UNIT SIZE TONS	COOLING CAPACITY MBH	REFR.	REFRIGERANT PIPING DIA.		CONDENSER FAN			COMPRESSOR SECTION					ELECTRICAL DATA				EER @ ARI CONDITION	EER @ OPERATING CONDITION	IPLV	IEER	DIMENSION L' X W' X H'	OPERATING WEIGHT LBS	REMARKS
								LIQUID LINE	SUCTION LINE	NO.	FLA	CFM	NO.	TYPE	KW	RLA	LRA	POWER V/PH/Hz	UNIT MCA	UNIT MOCP	COND. FAN FLA							
<div>CU</div> <div>1</div> <div>(N)</div>	CARRIER 38APS040	DX COOLING ONLY	ROOF	(E) AHU-1	40	465.0	R-410A	7/8"	2-1/8"	3	3	-	3	SCROLL	38.50	23.1	150	460/3/60	83.8	100	3	11.5	11.1	18	17.1	7'-8.1" X 7'-4.2" X 6'-6.5"	2147	

NOTES:

- (1) EFFICIENCY AT ARI
- (2) 4" HIGH CURB
- (3) INVERTED-DRIVEN SCROLL COMPRESSOR, VARIABLE SPEED OUTDOOR FAN MOTOR.
- (5) ALL HVAC UNIT SHALL BE PROVIDED WITH COPPER TUBE/FIN AND COATED WITH 'LUVATA' COAT.

COOLING COIL SCHEDULE

EQUIPMENT ID NO.	MANUFACTURER & MODEL	LOCATION	SERVICE	ROWS/FPI	TOTAL CAPACITY MBH	SENSIBLE CAPACITY MBH	AIR SIDE						DX SIDE						DRY WEIGHT LBS	REMARKS	
							CFM	FA FT ²	EAT FDB/FWB	LAT FDB/FWB	FPM	PD "H2O	REFRIGERANT	REFRI CHARGE LBS	SUCT. TEMP °F	LIQUID TEMP °F	LVG SUPER HEAT °F	PD PSI			RET. CONN.
CC 1 (N)	COIL MASTER DXJ06C08-42.OOX93.OOR	MECHANICAL ROOM	(E) MZ-1	6/8.0	466.7	371.7	15,500	-	80/65	58.2/55.1	571.43	0.93	R-410A	11.87	45	110	6	7.24	2.625"	286	WITH MATCHING 40 TON R-410A EXPANSION VALVE (SPORLAN PARKER TYPE OZE -50 OR APPROVED EQUAL)

OWNER/CONTRACTOR

PROJECT ENGINEER

SHEET TITLE

PROJECT TITLE

DATE

REVISIONS

DESCRIPTION

NO.

ENGINEER'S STAMP

DRAWING'S DATA

SCALE:

DRAWN:

DESIGNED:

CHECKED:

SHEET NUMBER

ISSUED FOR:

DATE:

PROJECT NO:

CITY OF GARDENA

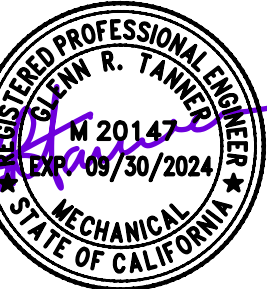
1700 W 162nd STREET RM 104

GARDENA CA 90247

MECHANICAL SPECIFICATION, NOTES, CODES AND MECHANICAL EQUIPMENT SCHEDULE PART 1

NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT, JN522

1670 W 162nd ST GARDENA CA 90247



DATE: 03-16-23

SCALE: AS SHOWN

DRAWN: RM

DESIGNED: RM

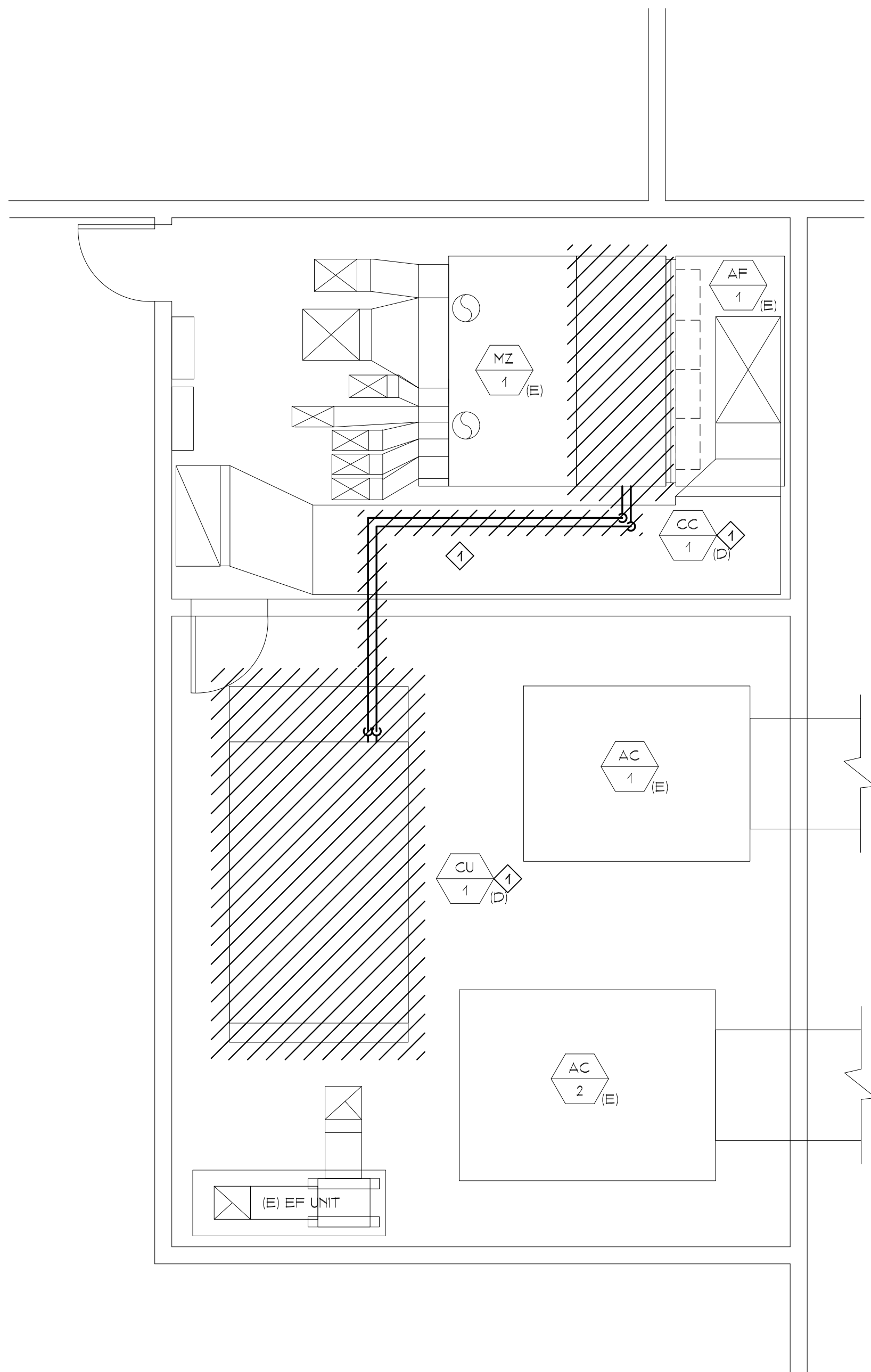
CHECKED: GRT

M0.1
5-2612

ISSUED FOR: BIDDING

DATE: 07-25-23

PROJECT NO: 23-024



MECHANICAL ROOM DEMO PLAN
SCALE: 1/4" = 1'-0"

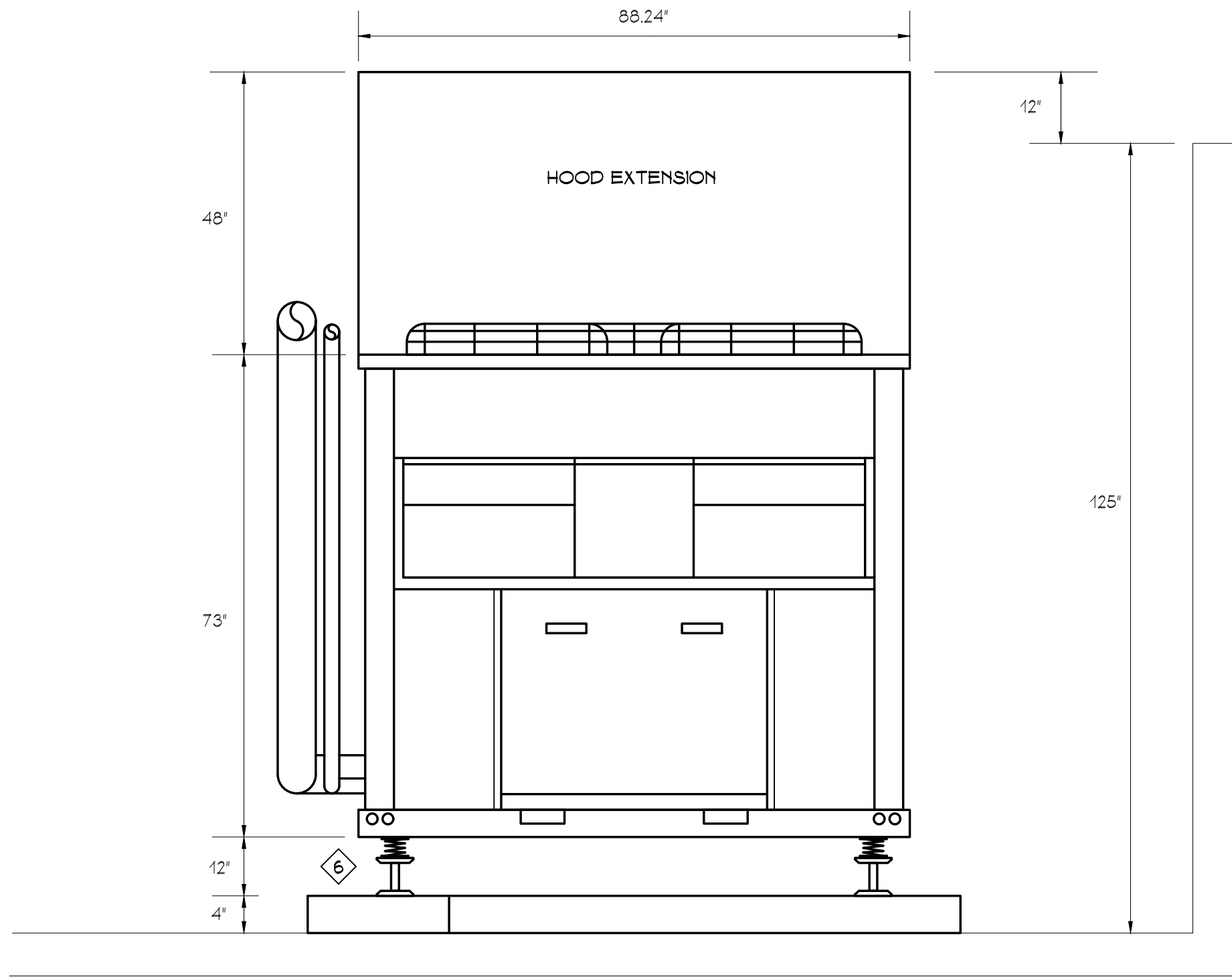


MECHANICAL DEMO KEY NOTES

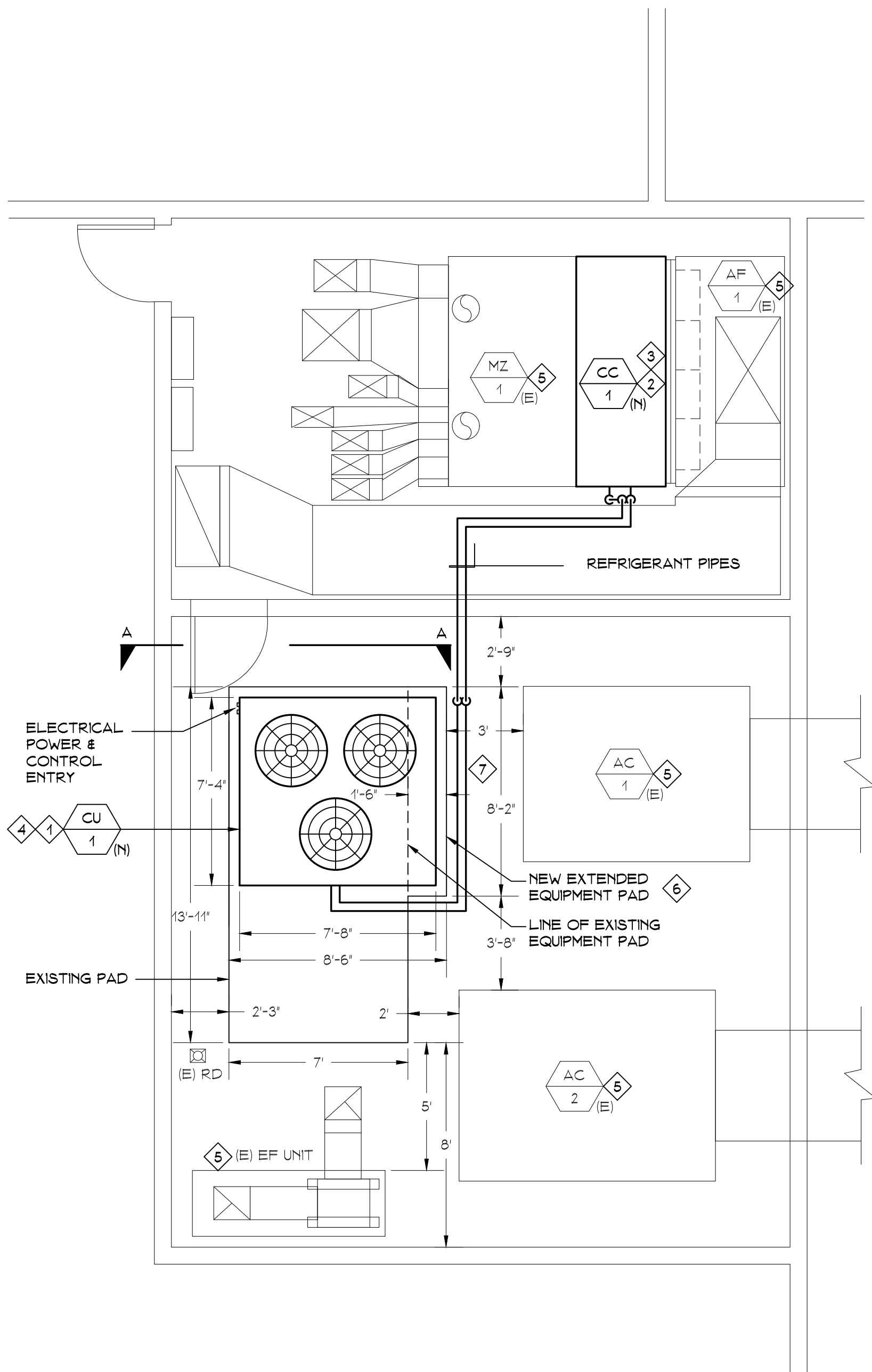
- REMOVE EXISTING AIR COOLED CONDENSING UNIT AND ASSOCIATED PIPINGS AS SHOWN. VERIFY EXACT LOCATIONS OF THE EXISTING UNIT AND PIPINGS IN THE FIELD.
- REMOVE EXISTING AIR HANDLER COOLING COIL AND ASSOCIATED PIPING AS SHOWN. CHECK AND VERIFY ON SITE IF REMOVAL AND REINSTALLATION OF EXISTING FURNACE ABOVE THE EXISTING COIL ARE NEEDED TO EASILY REPLACE THE EXISTING COOLING COIL. VERIFY EXACT LOCATIONS OF THE EXISTING AIR HANDLER UNIT AND PIPING IN THE FIELD.
- EXISTING EQUIPMENT TO REMAIN.

DEMOLITION GENERAL NOTES

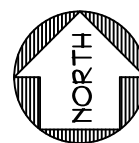
- CONTRACTOR SHALL PREPARE A DEMOLITION PLAN COORDINATING ALL WORKS INCLUDING SEQUENCING OF ALL ITEMS TO BE DEMOLISHED. LIMITS OF DEMOLITION AND ASSOCIATED MAXIMUM LAYDOWN AREAS, LOGISTICS OF REMOVAL OF DEMOLISHED EQUIPMENT, COMPONENTS AND MATERIALS, INCLUDING PROTECTION OF EXISTING BUILDING INSTALLATIONS, FLOOR, ROOF AND WALL SURFACES FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION OPERATIONS.
- CONTRACTOR SHALL CLOSE ANY FLOOR SINKS/DRAINS IN AREA OF DEMOLITION AND CONSTRUCTION WORK TO PREVENT THEIR PLUGGING WITH MATERIALS AND DEBRIS.
- CONTRACTOR SHALL DISPOSE OF ALL DEMOLISHED EQUIPMENT, COMPONENTS, PIPING, VALVES, ACCESSORIES AND MATERIALS IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
- LOCATIONS OF EXISTING EQUIPMENTS, DUCTS, PIPES, ETC. ARE APPROXIMATE AND ARE INDICATED FOR REFERENCE ONLY. EXACT LOCATIONS SHALL BE VERIFIED IN THE FIELD.
- ALL DEMOLITIONS SHALL BE DONE PER CHAPTER 33 OF 2022 CFC.
- REPAIR AND PATCH ALL AFFECTED AREAS INCLUDING WALL AND ROOF OPENINGS TO MATCH EXISTING SURROUNDINGS AND MAINTAIN THE FIRE RATING OF EXISTING STRUCTURES.
- RECOVER REFRIGERANT PER EPA GUIDELINES PRIOR TO DEMOLITION.
- CONTRACTOR SHALL PROPERLY CLEAN ANY OIL OR DEBRIS FROM THE PREMISES PRIOR TO THE INSTALLATION OF THE NEW EQUIPMENT.



SECTION A-A
SCALE: NONE



MECHANICAL ROOM PROPOSED PLAN
SCALE: 1/4" = 1'-0"



MECHANICAL NOTES

- INSTALL NEW AIR COOLED CONDENSING UNIT ON A NEW EXTENDED 4" HIGH EQUIPMENT PAD AND CONNECT ASSOCIATED PIPINGS AND CONTROLS AS SHOWN. REFER TO SHEET MO-1 FOR THE EQUIPMENT SCHEDULE. REFER TO STRUCTURAL DRAWINGS FOR THE EQUIPMENT PAD, SUPPORT FRAME AND VIBRATION ISOLATOR DETAILS. VERIFY EXACT LOCATIONS OF THE EXISTING PIPING IN THE FIELD.
- REPLACE EXISTING COOLING COIL. THERMOSTATIC EXPANSION VALVE AND CONNECT NEW REFRIGERANT PIPES AS SHOWN. CHECK AND VERIFY ON SITE IF REMOVAL AND REINSTALLATION OF EXISTING FURNACE ABOVE THE EXISTING COIL ARE NEEDED TO EASILY REPLACE THE EXISTING COOLING COIL. REFER TO SHEET MO-1 FOR COOLING COIL SCHEDULE.
- DRAIN PIPE SHALL BE INDIRECTLY DISCHARGED TO THE EXISTING DRAIN PROVIDED OPENING AS SHOWN AND SHALL COMPLY WITH 2022 CMC SEC.1121(C).
- SUPPORT AND ANCHORAGE SHALL COMPLY WITH 2022 CMC SEC.1120(C). REFER TO STRUCTURAL DRAWINGS FOR SUPPORT AND ANCHORAGE DETAILS OF THE NEW CONDENSING UNIT.
- EXISTING AC EQUIPMENT UNIT TO REMAIN.
- REFER TO STRUCTURAL DRAWING FOR SUPPORT DETAIL AND EXACT DIMENSIONS.
- CHECK AND VERIFY ON SITE IF THE EXISTING CONDUIT ON THE ROOF DECK WILL BE AFFECTED BY THE EXTENDED EQUIPMENT PAD AND NEEDS TO BE RELOCATED.

MECHANICAL GENERAL NOTES

- ALL HVAC UNIT SHALL BE PROVIDED WITH COPPER TUBE/FIN AND COATED WITH 'LUVATA' COAT.

CITY OF GARDENA
W 162nd STREET RM 104
GARDENA CA 90247

MECHANICAL DETAILS

NAKAOKA COMMUNITY CENTER
HVAC UPGRADE PROJECT, JN522
1670 W 162nd ST GARDENA CA 90247

DATE:	03-16-23
SCALE:	AS SHOWN
DRAWN:	RM
SIGNED:	RM
CHECKED:	GRT

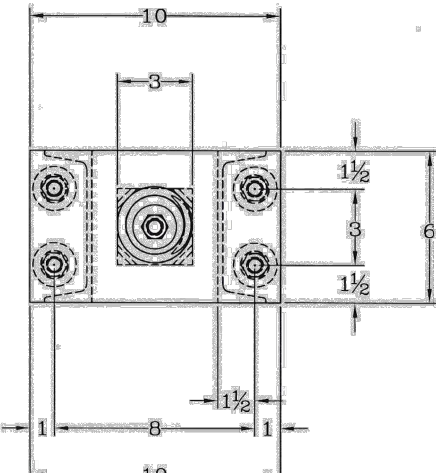
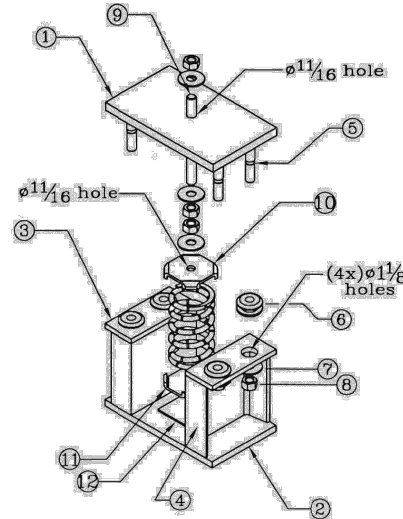
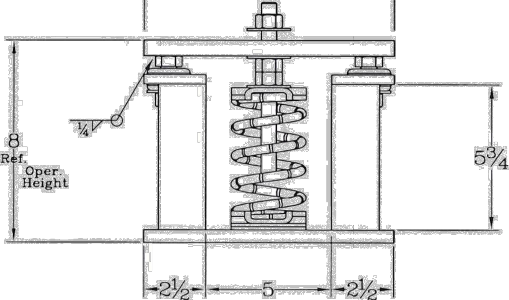
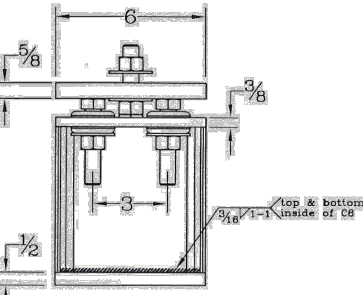

M2.0
5-2612

ISSUED FOR: BIDDING


DATE: 07-25-23

PROJECT NO: 23-024

EQUIPMENT VIBRATION ISOLATOR DETAILS

 <p style="text-align: center;">PLAN VIEW</p>		 <p style="text-align: center;">EXPLODED VIEW</p>	
 <p style="text-align: center;">ELEVATION VIEW</p>		 <p style="text-align: center;">SECTION VIEW</p>	
<p>21 <small>1/8" x 1/2"</small></p>  <p><small>CALDYNN MANUFACTURING CORPORATION 10000 W. 10TH AVE. SUITE 100 DENVER, CO 80231 TEL: 303.751.1111 FAX: 303.751.1112 WWW.CALDYNN.COM</small></p>		<p>23 <small>1/2" x 1/2"</small></p> <p>24 <small>1/2" x 1/2"</small></p> <p>25 <small>1/2" x 1/2"</small></p> <p>26 <small>1/2" x 1/2"</small></p> <p>27 <small>1/2" x 1/2"</small></p> <p>28 <small>1/2" x 1/2"</small></p> <p>29 <small>1/2" x 1/2"</small></p> <p>30 <small>1/2" x 1/2"</small></p> <p>31 <small>1/2" x 1/2"</small></p> <p>32 <small>1/2" x 1/2"</small></p> <p>33 <small>1/2" x 1/2"</small></p> <p>34 <small>1/2" x 1/2"</small></p> <p>35 <small>1/2" x 1/2"</small></p> <p>36 <small>1/2" x 1/2"</small></p> <p>37 <small>1/2" x 1/2"</small></p> <p>38 <small>1/2" x 1/2"</small></p> <p>39 <small>1/2" x 1/2"</small></p> <p>40 <small>1/2" x 1/2"</small></p> <p>41 <small>1/2" x 1/2"</small></p> <p>42 <small>1/2" x 1/2"</small></p> <p>43 <small>1/2" x 1/2"</small></p> <p>44 <small>1/2" x 1/2"</small></p> <p>45 <small>1/2" x 1/2"</small></p> <p>46 <small>1/2" x 1/2"</small></p> <p>47 <small>1/2" x 1/2"</small></p> <p>48 <small>1/2" x 1/2"</small></p> <p>49 <small>1/2" x 1/2"</small></p> <p>50 <small>1/2" x 1/2"</small></p> <p>51 <small>1/2" x 1/2"</small></p> <p>52 <small>1/2" x 1/2"</small></p> <p>53 <small>1/2" x 1/2"</small></p> <p>54 <small>1/2" x 1/2"</small></p> <p>55 <small>1/2" x 1/2"</small></p> <p>56 <small>1/2" x 1/2"</small></p> <p>57 <small>1/2" x 1/2"</small></p> <p>58 <small>1/2" x 1/2"</small></p> <p>59 <small>1/2" x 1/2"</small></p> <p>60 <small>1/2" x 1/2"</small></p> <p>61 <small>1/2" x 1/2"</small></p> <p>62 <small>1/2" x 1/2"</small></p> <p>63 <small>1/2" x 1/2"</small></p> <p>64 <small>1/2" x 1/2"</small></p> <p>65 <small>1/2" x 1/2"</small></p> <p>66 <small>1/2" x 1/2"</small></p> <p>67 <small>1/2" x 1/2"</small></p> <p>68 <small>1/2" x 1/2"</small></p> <p>69 <small>1/2" x 1/2"</small></p> <p>70 <small>1/2" x 1/2"</small></p> <p>71 <small>1/2" x 1/2"</small></p> <p>72 <small>1/2" x 1/2"</small></p> <p>73 <small>1/2" x 1/2"</small></p> <p>74 <small>1/2" x 1/2"</small></p> <p>75 <small>1/2" x 1/2"</small></p> <p>76 <small>1/2" x 1/2"</small></p> <p>77 <small>1/2" x 1/2"</small></p> <p>78 <small>1/2" x 1/2"</small></p> <p>79 <small>1/2" x 1/2"</small></p> <p>80 <small>1/2" x 1/2"</small></p> <p>81 <small>1/2" x 1/2"</small></p> <p>82 <small>1/2" x 1/2"</small></p> <p>83 <small>1/2" x 1/2"</small></p> <p>84 <small>1/2" x 1/2"</small></p> <p>85 <small>1/2" x 1/2"</small></p> <p>86 <small>1/2" x 1/2"</small></p> <p>87 <small>1/2" x 1/2"</small></p> <p>88 <small>1/2" x 1/2"</small></p> <p>89 <small>1/2" x 1/2"</small></p> <p>90 <small>1/2" x 1/2"</small></p> <p>91 <small>1/2" x 1/2"</small></p> <p>92 <small>1/2" x 1/2"</small></p> <p>93 <small>1/2" x 1/2"</small></p> <p>94 <small>1/2" x 1/2"</small></p> <p>95 <small>1/2" x 1/2"</small></p> <p>96 <small>1/2" x 1/2"</small></p> <p>97 <small>1/2" x 1/2"</small></p> <p>98 <small>1/2" x 1/2"</small></p> <p>99 <small>1/2" x 1/2"</small></p> <p>100 <small>1/2" x 1/2"</small></p>	
<p>1 <small>1/8" x 1/2"</small></p> <p>2 <small>1/8" x 1/2"</small></p> <p>3 <small>1/8" x 1/2"</small></p> <p>4 <small>1/8" x 1/2"</small></p> <p>5 <small>1/8" x 1/2"</small></p> <p>6 <small>1/8" x 1/2"</small></p> <p>7 <small>1/8" x 1/2"</small></p> <p>8 <small>1/8" x 1/2"</small></p> <p>9 <small>1/8" x 1/2"</small></p> <p>10 <small>1/8" x 1/2"</small></p> <p>11 <small>1/8" x 1/2"</small></p> <p>12 <small>1/8" x 1/2"</small></p> <p>13 <small>1/8" x 1/2"</small></p> <p>14 <small>1/8" x 1/2"</small></p> <p>15 <small>1/8" x 1/2"</small></p> <p>16 <small>1/8" x 1/2"</small></p> <p>17 <small>1/8" x 1/2"</small></p> <p>18 <small>1/8" x 1/2"</small></p> <p>19 <small>1/8" x 1/2"</small></p> <p>20 <small>1/8" x 1/2"</small></p> <p>21 <small>1/8" x 1/2"</small></p> <p>22 <small>1/8" x 1/2"</small></p> <p>23 <small>1/8" x 1/2"</small></p> <p>24 <small>1/8" x 1/2"</small></p> <p>25 <small>1/8" x 1/2"</small></p> <p>26 <small>1/8" x 1/2"</small></p> <p>27 <small>1/8" x 1/2"</small></p> <p>28 <small>1/8" x 1/2"</small></p> <p>29 <small>1/8" x 1/2"</small></p> <p>30 <small>1/8" x 1/2"</small></p> <p>31 <small>1/8" x 1/2"</small></p> <p>32 <small>1/8" x 1/2"</small></p> <p>33 <small>1/8" x 1/2"</small></p> <p>34 <small>1/8" x 1/2"</small></p> <p>35 <small>1/8" x 1/2"</small></p> <p>36 <small>1/8" x 1/2"</small></p> <p>37 <small>1/8" x 1/2"</small></p> <p>38 <small>1/8" x 1/2"</small></p> <p>39 <small>1/8" x 1/2"</small></p> <p>40 <small>1/8" x 1/2"</small></p> <p>41 <small>1/8" x 1/2"</small></p> <p>42 <small>1/8" x 1/2"</small></p> <p>43 <small>1/8" x 1/2"</small></p> <p>44 <small>1/8" x 1/2"</small></p> <p>45 <small>1/8" x 1/2"</small></p> <p>46 <small>1/8" x 1/2"</small></p> <p>47 <small>1/8" x 1/2"</small></p> <p>48 <small>1/8" x 1/2"</small></p> <p>49 <small>1/8" x 1/2"</small></p> <p>50 <small>1/8" x 1/2"</small></p> <p>51 <small>1/8" x 1/2"</small></p> <p>52 <small>1/8" x 1/2"</small></p> <p>5</p>			

THERMOSTATIC EXPANSION VALVE DETAILS

																																																					
Information																																																					
Project: Nakatoka Community Center - DX CO ₂ R410A		Model: JDXJ9C08-42.00x03.00R																																																			
Date: 2012/02/23 2:00:43 PM		Coil ID: 390421																																																			
Physical Data																																																					
Coils/Bank: 1	Fin Mat: Aluminum 0.0060 in.	Refrigerant: R410A																																																			
Fin Type: 3/8" 1.00" x 0.866" Sinewave	Tube Mat: Copper 0.016 in.	Liquid Temp: 110 °F																																																			
Fin Height: .42"		Evap Temp: 45 °F																																																			
Fin Length: 50"		Lvs. Super Heat: 6 °F																																																			
Rows: 6																																																					
Pins/Inch: 6																																																					
# Feeds: 36																																																					
Dry Weight (ea.): 286 Lbs.																																																					
Materials																																																					
Airside																																																					
Altitude: 15,500.0 SCFM																																																					
Altitude: 0 FT																																																					
Ent. DB/WB: 80 °F / 65 °F																																																					
Capacity Req'd: 460.0 MBH																																																					
Internal Fluid																																																					
Construction																																																					
	Coil Style: Standard																																																				
	Coil Hand: Right																																																				
	Gasing Mat: 16 Ga Galv Steel																																																				
	Gasing Type: Flanged																																																				
	Connection Mat: Copper																																																				
	Connection Type: SWT																																																				
Performance																																																					
<table border="1"> <thead> <tr> <th>Model</th><th>UOM</th><th>Evaporator Perf.</th></tr> </thead> <tbody> <tr> <td>JDXJ9C08-42.00x03.00R</td><td></td><td>618.0</td></tr> <tr> <td>Rows/FPI</td><td>fpz</td><td>466.7</td></tr> <tr> <td>Total Capacity</td><td>MBH</td><td>371.7</td></tr> <tr> <td>Sensible Capacity</td><td>MBH</td><td>371.7</td></tr> <tr> <td>Lvs Air DB/WB</td><td>°F</td><td>88.255.1</td></tr> <tr> <td>Condensate Rate</td><td>Lb/Hr</td><td>84.8</td></tr> <tr> <td>Face Velocity</td><td>SPM</td><td>571.43</td></tr> <tr> <td>Refrigerant Charge</td><td>Lbs</td><td>11.87</td></tr> <tr> <td>Air Pressure Drop</td><td>in. H2O</td><td>0.93</td></tr> <tr> <td>Ref Pressure Drop</td><td>Psi</td><td>7.24</td></tr> <tr> <td>Coil Circulating</td><td></td><td>Optimized at 39 Feeds / 6 Pass</td></tr> <tr> <td>Tube Vapor Velocity</td><td>SPM</td><td>1748</td></tr> <tr> <td>Suction Line Connection</td><td>NPS</td><td>2.625</td></tr> <tr> <td>Suction Line Velocity</td><td>fpm</td><td>1461</td></tr> <tr> <td>Distributor BT</td><td>Model</td><td>1305-SB-114-35</td></tr> <tr> <td>Dry Weight (ea.)</td><td>Lbs</td><td>286</td></tr> </tbody> </table>			Model	UOM	Evaporator Perf.	JDXJ9C08-42.00x03.00R		618.0	Rows/FPI	fpz	466.7	Total Capacity	MBH	371.7	Sensible Capacity	MBH	371.7	Lvs Air DB/WB	°F	88.255.1	Condensate Rate	Lb/Hr	84.8	Face Velocity	SPM	571.43	Refrigerant Charge	Lbs	11.87	Air Pressure Drop	in. H2O	0.93	Ref Pressure Drop	Psi	7.24	Coil Circulating		Optimized at 39 Feeds / 6 Pass	Tube Vapor Velocity	SPM	1748	Suction Line Connection	NPS	2.625	Suction Line Velocity	fpm	1461	Distributor BT	Model	1305-SB-114-35	Dry Weight (ea.)	Lbs	286
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Rows/FPI	fpz	466.7																																																			
Total Capacity	MBH	371.7																																																			
Sensible Capacity	MBH	371.7																																																			
Lvs Air DB/WB	°F	88.255.1																																																			
Condensate Rate	Lb/Hr	84.8																																																			
Face Velocity	SPM	571.43																																																			
Refrigerant Charge	Lbs	11.87																																																			
Air Pressure Drop	in. H2O	0.93																																																			
Ref Pressure Drop	Psi	7.24																																																			
Coil Circulating		Optimized at 39 Feeds / 6 Pass																																																			
Tube Vapor Velocity	SPM	1748																																																			
Suction Line Connection	NPS	2.625																																																			
Suction Line Velocity	fpm	1461																																																			
Distributor BT	Model	1305-SB-114-35																																																			
Dry Weight (ea.)	Lbs	286																																																			
Special Notes:																																																					
Face Velocities in excess of 550 fpm may result in water carry over.																																																					

THERMOSTATIC EXPANSION VALVE CAPACITIES FOR REFRIGERANTS – TONS OF REFRIGERATION

BULLETIN 10-10 Page 5

22, 422D, 407C

AIR CONDITIONING AND HEAT PUMP APPLICATIONS

VALVE TYPES	NORMAL CAPACITY	REFRIGERANT									
		22					422ES/422D/407C/407A				
		RECOMMENDED CONDENSING TEMPERATURE °C (°F)					RECOMMENDED EVAPORATING TEMPERATURE °C (°F)				
		35 (95)	30 (86)	25 (77)	20 (68)	15 (59)	5 (41)	0 (32)	-5 (23)	-10 (14)	-15 (5)
IR, R2	1	4.0	3.5	3.1	2.7	2.4	2.1	1.8	1.6	1.4	1.2
IR, R2	2	7.9	7.0	6.2	5.4	4.8	4.2	3.6	3.2	2.8	2.4
IR, R2	3	11.9	10.5	9.3	8.1	7.2	6.3	5.4	4.8	4.2	3.6
IR, R2	4	15.8	14.0	12.4	10.8	9.6	8.4	7.2	6.4	5.6	4.8
IR, R2	5	19.8	17.5	15.5	13.6	12.0	10.5	9.2	8.0	7.0	6.0
IR, R2	6	23.8	21.1	18.8	16.5	14.4	12.6	11.0	9.6	8.4	7.2
IR, R2	8	29.8	26.5	23.5	20.8	18.2	16.0	14.0	12.4	10.8	9.2
IR, R2	10	35.8	31.9	28.2	24.9	21.6	19.0	16.6	14.6	12.6	10.8
IR, R2	12	41.8	37.3	32.9	29.1	25.2	22.0	19.2	17.0	14.8	12.6
IR, R2	15	51.8	46.1	40.8	36.1	31.2	27.2	24.0	21.2	18.4	15.6
IR, R2	20	67.8	60.5	53.2	46.8	40.8	35.6	31.2	27.2	23.2	19.2
IR, R2	25	83.8	74.9	65.6	58.1	51.2	44.4	38.8	33.6	29.2	24.8
IR, R2	30	99.8	89.3	78.0	69.1	61.2	53.2	46.4	40.4	35.2	29.2
IR, R2	35	115.8	103.5	90.2	79.6	70.8	61.6	53.6	46.8	40.8	35.2
IR, R2	40	131.8	118.1	103.8	91.6	81.6	71.6	62.4	54.4	47.6	40.8
IR, R2	45	147.8	132.1	116.8	103.1	91.6	81.6	71.6	62.4	54.4	47.6
IR, R2	50	163.8	146.1	128.8	113.6	100.8	88.8	77.6	67.6	59.2	50.8
IR, R2	60	199.8	177.1	155.2	136.6	120.8	105.6	92.4	80.4	70.4	60.8
IR, R2	70	235.8	209.1	183.2	161.6	142.8	124.8	109.6	96.4	84.4	72.4
IR, R2	80	271.8	241.1	211.2	186.6	165.6	145.6	128.0	112.8	99.2	85.2
IR, R2	90	307.8	275.1	241.2	213.6	189.6	166.4	147.2	130.4	114.4	98.4
IR, R2	100	343.8	309.1	271.2	239.6	211.2	187.2	166.4	148.8	130.4	114.4
IR, R2	120	411.8	367.1	324.2	287.6	254.4	224.8	198.4	174.4	154.4	134.4
IR, R2	150	507.8	451.1	396.2	349.6	309.6	273.6	240.0	212.8	188.8	164.8
IR, R2	200	671.8	601.1	523.2	461.6	405.6	357.6	316.8	280.4	244.4	212.4
IR, R2	250	835.8	751.1	656.2	581.6	511.2	449.6	398.4	352.4	308.4	268.4
IR, R2	300	999.8	899.1	787.2	697.6	617.6	545.6	484.8	428.8	376.8	328.8
IR, R2	350	1163.8	1047.1	919.2	816.6	726.8	644.8	574.4	508.4	448.4	392.4
IR, R2											

[illegible][illegible]

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For Refrigerants 22, 134a, 404A, 507
ODF Solder Connections

TYPE O

▼ TYPE O WITH NUMBER 33 AND 85 ELEMENT

DIMENSIONS CONNECTIONS—Inches

REFRIGERANT ODF SOLDER	33	35	35	507
1-5/8	2.21	2.23	0.91	
1-5/8	—	—	2.35	0.92

BUILD SIZES—Inches

STANDARD CHARGES	22	134a	404A	410A	507
1-5/8	0.9150 X 3.50	—	—	—	0.9150 X 3.90
2-5/8 2-7/8 Series	1.9510 X 3.50	1.9510 X 3.50	—	1.9510 X 3.90	—
CP Series	—	0.9510 X 3.50	—	—	—
5A	0.7510 X 2.00	—	—	0.7510 X 2.00	—

▼ TYPE O WITH NUMBER 33 AND 80-3 ELEMENT

DIMENSIONS CONNECTIONS—Inches

STANDARD TRIP ODF SOLDER	33	35	35	507
1-5/8	2.42	2.44	0.91	
1-5/8	—	—	2.48	0.92
1-5/8	—	3.12	1.00	—

BUILD SIZES—Inches

STANDARD CHARGES	22	134a	404A	410A	507
1-5/8	0.9150 X 4.00	0.9150 X 4.00	0.9150 X 4.00	—	0.9150 X 4.00
2-5/8 2-7/8 Series	1.9510 X 4.00	1.9510 X 4.00	—	—	1.9510 X 4.00
CP Series	—	0.9510 X 4.00	—	—	—
5A	0.7510 X 4.00	—	0.7510 X 4.00	—	—

*4 Holes 5/16 Diameter

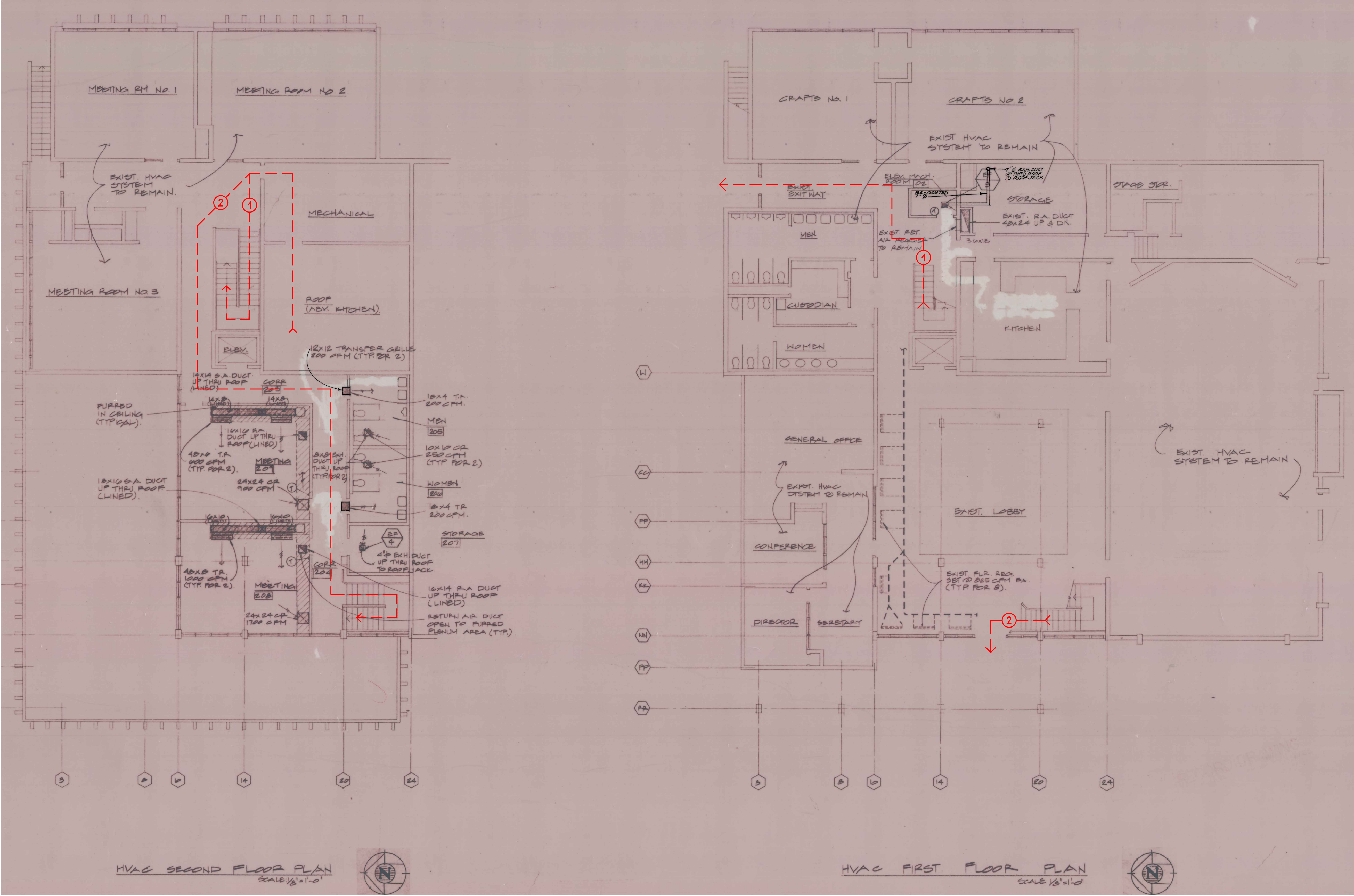
SHEET NUMBER

M2.0

5-2612

EXISTING STRUCTURE	
CONSTRUCTION	- TYPE V / ONE-HOUR FIRE-SPRINKLERED
OCCUPANCY	- A2 (Assembly) and B2
FLOOR AREA	- First Floor - 12,620 S.F. Second Flr - 3,825 Total - 14,445 S.F.
BUILDING ADDITION	
Construction	- TYPE V / ONE-HOUR FIRE-SPRINKLERED
Occupancy	- B2
Floor Area	- 2,200 S.F. (Approx.) (Second Floor only)
Additional Occupant Load:	(2 Meeting Rooms @ 450 S.F. Each) 2 x 450 S.F. / 20 S.F. / Person 2 x 22.5 = <u>45 Persons</u>
DETAILS:	
Structure:	Second Floor construction / First Floor ceiling - 2-Hr. Assembly
Partitions:	First Floor - 1-Hr. Second Floor - 1-Hr. @ Corridors Non-combustible elsewhere.
Ceiling:	First Floor - 2-Hr. Floor/Ceiling Assembly. Second Floor - 1-Hr. (Non-combustible acoustic tile ceiling under cone roof) @ Corridors. Non-combustible elsewhere.
Floor:	First Floor - Existing slab-on-grade. Second Floor - 2 1/2" and 3" light-weight concrete on 3" steel decking.
Elevator Hoistway:	Walls - 1-Hr. Roof - 1-Hr.
Sprinkler System:	Modify and extend existing installation to provide fully-conforming coverage. Submit engineered design for Fire Dept. review and approval. Match new heads with existing. Locate new heads in centers of ceiling tiles.

BUILDING INFORMATION
SCALE: NTS



MECHANICAL EGRESS PLAN
SCALE: NTS



OWNER/CONTRACTOR

CITY OF GARDENA
1700 W 162nd STREET RM 104
GARDENA CA 90247

PROJECT ENGINEER

energy professionals

SHEET TITLE

BUILDING INFORMATION AND
MECHANICAL EGRESS PLAN

PROJECT TITLE

NAKAOKA COMMUNITY CENTER
HVAC UPGRADE PROJECT, JN522
1670 W 162nd ST GARDENA CA 90247

ENGINEER'S STAMP

M3.0
2017
MECHANICAL
STATE OF CALIFORNIA

DRAWING'S DATA

DATE: 03-16-23
SCALE: 1/4"=1'-0"
DRAWN: RM
DESIGNED: RM
CHECKED: GRT

SHEET NUMBER

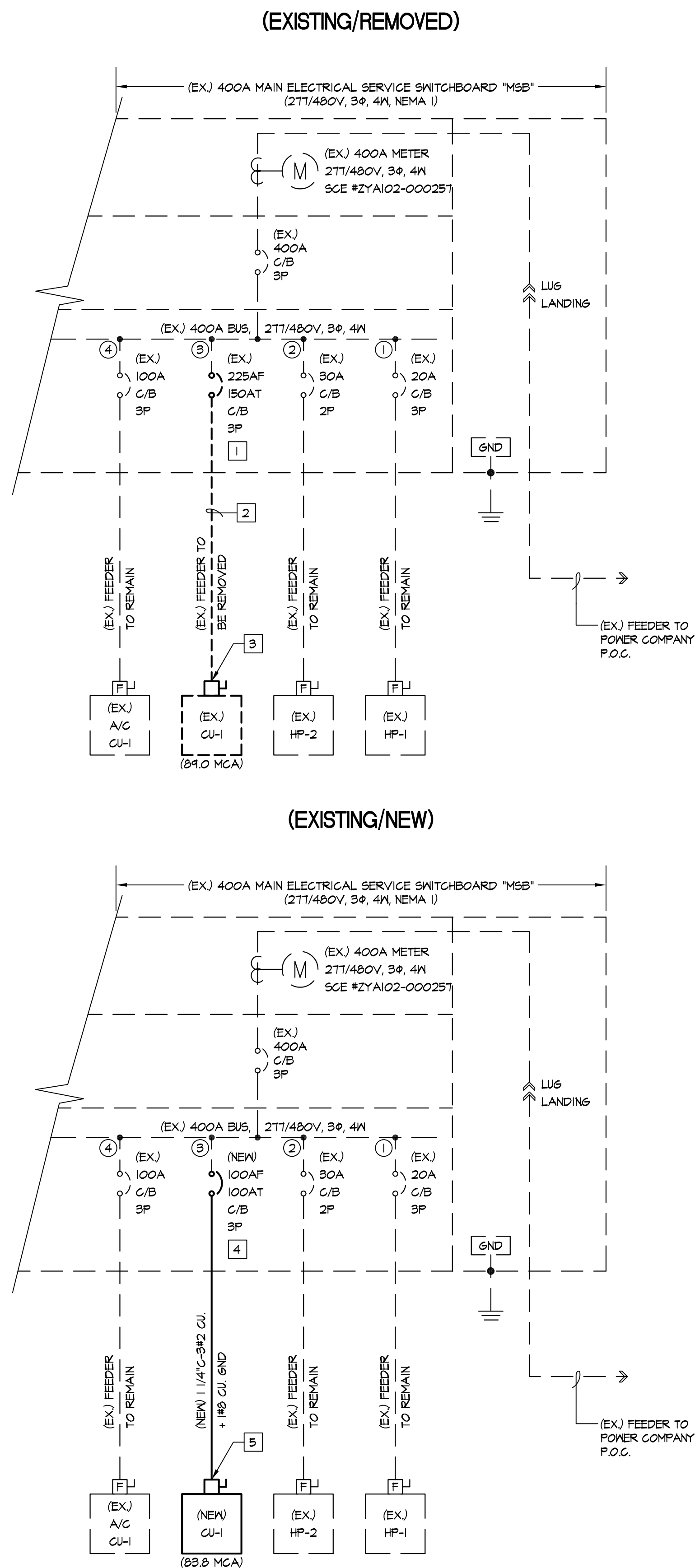
M3.0
5-2612

ISSUED FOR: BIDDING

DATE: 07-25-23

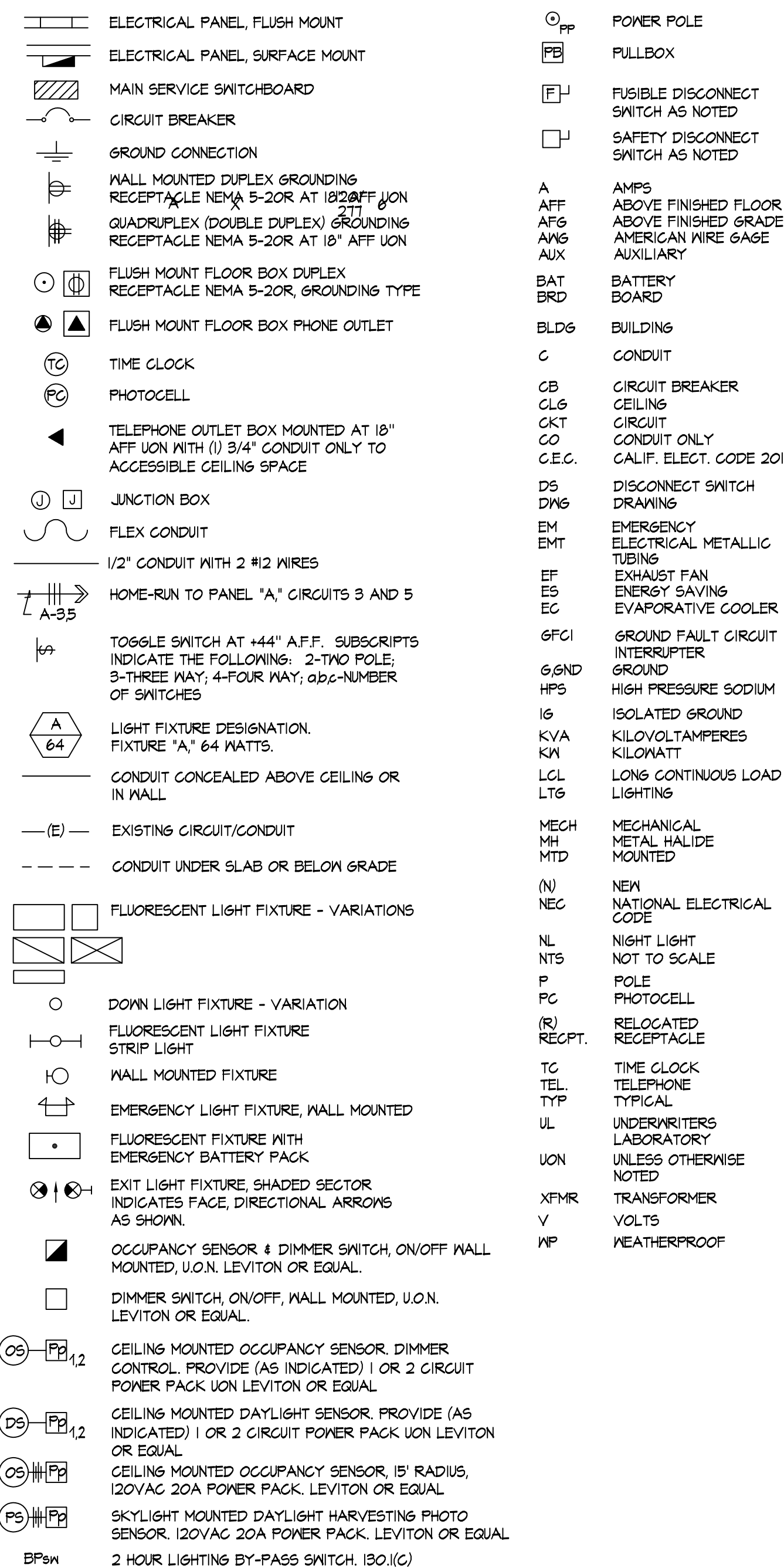
PROJECT NO: 23-024

SINGLE LINE DIAGRAMS



EXISTING MAXIMUM DEMAND LOAD (PER KW READING FROM SCE ELECTRICAL METER #ZYA102-000257)	40.0 KW (30.0 KVA)
PLUS 25% SAFETY FACTOR (125 KVA)	62.5 KVA
EXISTING LOAD REMOVED - (1) CONDENSING UNIT	59.2 KVA
REMAINING MAXIMUM DEMAND LOAD	3.3 KVA
NEW LOAD ADDED - (1) CONDENSING UNIT	81.3 KVA
NEW MAXIMUM DEMAND LOAD	84.6 KVA
EQUIVALENT AMP @ 2TT/480V, 3Ø, 4W	101.8 AMP
EXISTING 400 AMP SERVICE IS ADEQUATE.	

LEGEND AND ABBREVIATIONS



ELECTRICAL SERVICE NOTES

1. ALL CIRCUIT BREAKERS SHALL BE MOLDED CASE THERMAL MAGNETIC AND RATED FOR AVAILABLE SHORT CIRCUIT CURRENT.
2. GROUNDING AND GROUND CONTINUITY PER C.E.C. 2022 ARTICLE 250.
3. NO HALF-SIZE "MINI" TWIN CIRCUIT BREAKERS SHALL BE USED.
4. ALL CIRCUITS SHALL BE CLEARLY IDENTIFIED AND "TYPED" ON PANELBOARD CIRCUIT ID TAGS.
5. ALL EQUIPMENT SHALL BE FULLY BUSSED AND BRACED FOR THE INTERRUPTING CURRENT PER POWER COMPANY REQUIREMENTS. HORIZONTAL BUSGING SHALL NOT BE TAPERED.
6. ALL EQUIPMENT SHALL BE UL LISTED AND INSTALLED AS PER LISTING AND LABELING.
7. CIRCUIT BREAKERS USED AS SWITCHES SHALL BE LISTED FOR SWITCHING DUTY AND MARKED "SWD" PER C.E.C. 2022 ARTICLE 240.83(D).
8. ALL FUSE HOLDERS FOR CURRENT LIMITING FUSES SHALL BE REJECTION TYPE WITH REJECTION CLIPS.
9. FUSES USED FOR A/C UNITS AND MOTORS TO BE "RK-8" DUAL-ELEMENT TYPE.
10. WHERE CIRCUIT BREAKERS OR FUSES ARE APPLIED IN COMPLIANCE WITH THE SERIES COMBINATION RATINGS MARKED ON THE EQUIPMENT BY THE MANUFACTURER, THE EQUIPMENT (ENCLOSURES) SHALL BE LEGIBLY MARKED IN THE FIELD TO INDICATE THE EQUIPMENT HAS BEEN APPLIED WITH A SERIES COMBINATION RATING. THE MARKING SHALL BE READILY VISIBLE - STATE CAUTION - SERIES RATING SYSTEM 65,000 A AVAILABLE. IDENTIFIED REPLACEMENT COMPONENT REQUIRED.

ELECTRICAL GENERAL NOTES

1. SHOULD A CONFLICT OCCUR BETWEEN OR WITHIN THE SPECIFICATIONS AND/OR DRAWINGS, CODES, STANDARDS, REQUIREMENTS, MANUFACTURER'S INSTRUCTIONS OR RECOMMENDATIONS, THE MORE RESTRICTIVE OR MORE STRINGENT AND/OR MORE RESTRICTIVE CONDITION SHALL PREVAIL AS DETERMINED BY THE CONTRACTING OFFICER.
2. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH CALIFORNIA ELECTRICAL CODE (2022 EDITION), AND ALL APPLICABLE STATE, COUNTY AND LOCAL CODES APPLYING TO THE PROPOSED CONSTRUCTION. IN THE EVENT OF CONFLICT BETWEEN THE ABOVE AND THESE PLANS AND SPECIFICATIONS, THE MOST RESTRICTIVE SHALL GOVERN.
3. EXACT ROUTING OF ALL CONDUITS WITHIN THE EXISTING BUILDING SHALL BE DETERMINED BY THE CONTRACTOR. ANY COST REQUIRED TO ROUTE CONDUITS DIFFERENTLY THAN IS SHOWN ON THESE DRAWINGS SHALL BE INCURRED BY THE E.C.
4. ALL MATERIALS AND EQUIPMENT SHALL BE DELIVERED TO THE SITE NEW IN THEIR ORIGINAL UNOPENED PACKAGES BEARING APPROVAL BY UL, NEMA, ETC, OR OTHER APPROPRIATE AGENCY, AND INSTALLED PER THEIR GUIDELINES.
5. CONTRACTOR SHALL MAINTAIN GROUND CONTINUITY TO EVERY OUTLET PER C.E.C. 2022 GROUNDING TABLE 250.122.
6. ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED FOR SEISMIC LOADING TO RESIST A HORIZONTAL FORCE ACTION IN ANY DIRECTION USING THE FOLLOWING CRITERIA:

FIXED EQUIPMENT ON GRADE	33% OF OPENING HEIGHT
FIXED EQUIPMENT ON STRUCTURE	50% OF OPENING HEIGHT

FOR FLEXIBLY MOUNTED EQUIPMENT, USE 2 TIMES THE ABOVE VALUES. FOR SIMULTANEOUS VERTICAL FORCE, USE 1/3 TIMES HORIZONTAL FORCE. THIS CRITERIA APPLIES TO EQUIPMENT ON THE FLOOR, WALL, OR ROOF WITH AN OPERATING HEIGHT OF LESS THAN 1000 LBS.
7. CONTRACTOR IS RESPONSIBLE FOR ALL CORING, CUTTING, PATCHING, AND REFINISHING OF WALLS AND SURFACES BEHIND AND ITS NECESSARY PENETRATION. ALL OPENINGS MADE SHALL BE SEALED TO MEET THE FIRE RATING AND THE STRUCTURAL INTEGRITY OF THE PARTICULAR WALL, FLOOR, OR CEILING.
8. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATIONS OF LIGHTING FIXTURES.
9. ALL WORK TO COMPLY WITH 2022 CALIFORNIA ELECTRICAL CODE AND CALIFORNIA ENERGY CODE.
10. THE GROUNDED AND GROUNDING CONDUCTORS OF EACH MLLT-BRANCH CIRCUIT SHALL BE SECURED BY WIRE TIES OR SIMILAR MEANS IN AT LEAST ONE LOCATION WITHIN THE PANELBOARD OR OTHER POINT OF ORIGINATION PER ARTICLE 210.4(D), 2022 C.E.C.
11. PROVIDE SEPARATE SUBMITTAL, OBTAIN ALL REQUIRED PERMITS, INSPECTIONS, AND APPROVALS FOR ALL FIRE ALARM SYSTEM INSTALLATIONS AND /OR MODIFICATIONS FROM THE FIRE AND THE BUILDING DEPARTMENTS.
12. PROVIDE SEPARATE SUBMITTAL FOR ALL ELECTRICAL SUB-SYSTEMS WITH POWER SUPPLY(S) OF MORE THAN 50 VA AND /OR 24V. (E.G., ENERGY MANAGEMENT SYSTEM, HVAC AND REFRIGERATION CONTROLS, ETC.).
13. ALL INSTALLED EQUIPMENT SHALL BE LISTED AND APPROVED BY UL OR A CONTRACT APPROVED THIRD PARTY TESTING FACILITY.
14. ALL INSTALLED EQUIPMENT AND MATERIAL SHALL BE NRTL LISTED AND APPROVED FOR THE INTENDED PURPOSE.
15. ALL MATERIALS AND EQUIPMENT TO BE NEW UL LISTED OR EQUIVALENT, AND INSTALLED PER THEIR GUIDELINES.
16. EACH MLLT-BRANCH CIRCUIT SHALL BE PROVIDED WITH A MEANS THAT WILL SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT WHERE THE BRANCH CIRCUIT ORIGINATES PER ARTICLE 210.4(B), 2022 C.E.C.

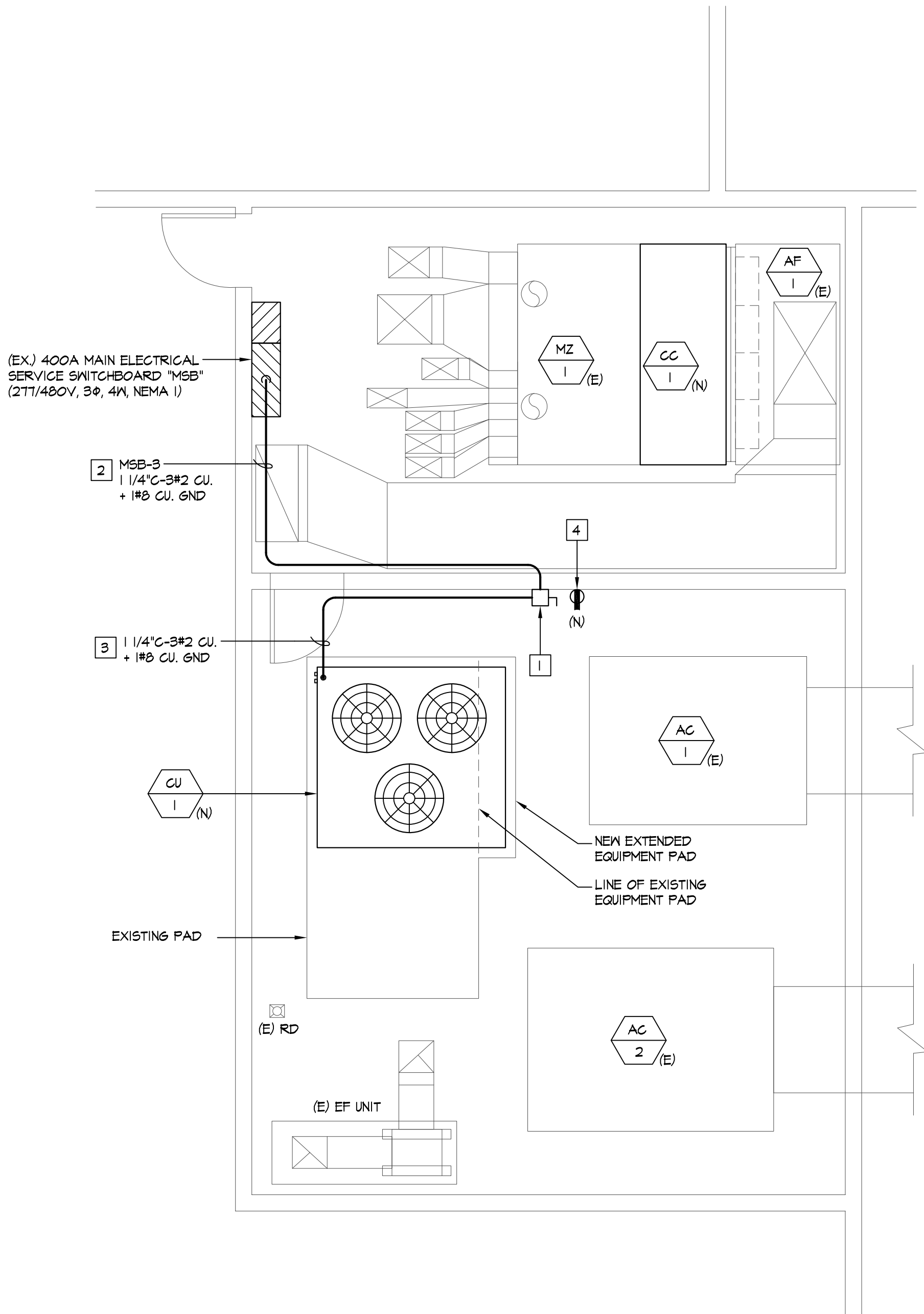
ELECTRICAL SPECIFICATIONS

- SITE EXAMINATION. BIDDERS ARE URGED TO VISIT THE JOB SITE TO MAKE HIMSELF/HERSELF THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS, AND THE EXTENT OF WORK TO BE DONE BEFORE SUBMITTING BID. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
2. DESCRIPTION OF WORK: THE SCOPE OF WORK COVERED BY THIS SECTION CONSISTS OF PROVIDING ALL MATERIALS, LABORS, AND SERVICES AND CONNECTIONS TO COMPLETE THE RECONSTRUCTION OF ELECTRICAL MODIFICATIONS IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
3. FEES, PERMITS AND LICENSES, FEES, PERMITS, AND LICENSES REQUIRED BY THE LEGALLY CONSTITUTED AUTHORITIES FOR THE INSTALLATION OF THE WORK ACCORDING TO THE DRAWINGS AND SPECIFICATIONS SHALL BE OBTAINED AND PAID FOR BY THIS CONTRACTOR WHO SHALL DELIVER THE ABOVE MENTIONED CERTIFICATES TO THE OWNER.
4. GUARANTEES: ALL MATERIALS AND EQUIPMENT FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE FREE FROM DEFECTS OR DAMAGE AS LISTED, LABELED, OR CERTIFIED FOR ITS USE BY A NATIONAL RECOGNIZED TESTING LABORATORY, AND CONFORM TO NEMA, NEC, AND AIEE STANDARDS. THE CONTRACTOR SHALL GUARANTEE THE ENTIRE WORK FOR A PERIOD OF ONE (1) YEAR AFTER FINAL ACCEPTANCE TO AGAINST ANY DEFECTS AND MALFUNCTIONS OF THE SYSTEMS. IF DURING THIS PERIOD ANY DEFECTS OR MALFUNCTIONS OCCUR, THE CONTRACTOR SHALL BE RESPONSIBLE TO FUNCTION PROPERLY. THE CONTRACTOR SHALL MAKE CORRECTION WITHOUT ANY EXPENSE TO THE OWNER.
5. RECORD DRAWINGS: THE CONTRACTOR SHALL PROVIDE AND KEEP UP-TO-DATE A COMPLETE "AS-BUILT" RECORD SET OF BLUEPRINTS WHICH SHALL SHOW EVERY CHANGE FROM THE ORIGINAL DRAWINGS, AND THE EXACT "AS-BUILT" LOCATIONS AND SIZES OF THIS TRADE. UPON COMPLETION OF THE WORK, THIS SET OF PRINTS SHALL BE DELIVERED TO THE OWNER.
6. EXISTING CONDITIONS: ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS ARE FIELD SURVEY CONDUCTED AND VERIFIED BY OWNER ENGINEER. THE CONTRACTOR SHALL NOT EXPECT THE EXACT "AS-BUILT" CONDITIONS CONTRACTOR SHALL INCLUDE IN HIS BID TO PERFORM FIELD INVESTIGATIONS AS NECESSARY TO PINPOINT THE EXACT LOCATIONS OF DEVICES, CIRCUIT BREAKERS, AND CONDUIT HANGERS AS REQUIRED FOR MAKING NEW CONNECTION.
7. DEMOLITION: REMOVE EXISTING ELECTRICAL/TELEPHONE/DATA CABLE DEVICES THAT ARE AFFECTED BY THE DEMOLITION OF WALLS, CEILING, ETC., AND THAT ARE INTERFERED WITH NEW CONSTRUCTION. REMOVE ALL MATERIALS AND EQUIPMENT NOT REQUIRED FOR NEW CONSTRUCTION REMAINING IN SERVICE CLEAN ALL REMOVED ITEMS THAT ARE TO BE RE-USED BEFORE INSTALLING.
8. IDENTIFICATIONS: COMPLETE IDENTIFICATION OF PROJECT ELECTRICAL COMPONENTS IS REQUIRED. INSTALL TYPEWRITTEN DIRECTORIES OF ALL CIRCUITS ON INSIDE OF PANELS.
9. RECEPTACLES: RECEPTACLES SHALL BE SPECIFICATION GRADE, GROUNDING TYPE, 3 POLE, 2 WIRE AND POLARIZED, MOUNTING HEIGHT SHALL BE AS INDICATED. RECEPTACLES SHALL HAVE THEIR SERVING PANELS AND CIRCUIT NUMBERS PERMANENTLY MARKED ON PLATES.
10. BOXES: JUNCTION BOXES AND PULL BOXES SHALL BE OF CAST GUAGE AND OF THE REQUIRED SIZE TO ACCOMMODATE NUMBER OF CONDUCTORS SHOWN. FOR INTERIOR DRY LOCATIONS BOXES SHALL BE GALVANNEED STEEL. FOR EXTERIOR LOCATIONS BOXES SHALL BE GALVANNEED STEEL MACHINE SEVEN COVERED. ALL REQUIRED CONDUIT BENDS, FITTINGS, BOXES, AND ETC. WHETHER SHOWN OR NOT SHALL BE PROVIDED TO MEET ALL CODES AND STANDARDS REQUIREMENTS.
11. CIRCUIT BREAKERS: CIRCUIT BREAKERS SHALL BE QUICK MAKE, QUICK BREAK, MOLDED CASE, BOLT-ON OR PLUG-IN TYPE DESIGNED FOR ELECTRICAL SERVICES AS INDICATED WITH MINIMUM 10,000 AMPERES INTERRUPTING RATING. ALL CIRCUIT BREAKERS SHALL BE INSTALLED WITH NEW CIRCUITS ARE SHOWN TO EXISTING PANELS, PROVIDED NEW BREAKERS AS INDICATED.
12. CONDUIT: UNLESS NOTED OTHERWISE, USE RIGID GALVANIZED STEEL CONDUIT IN SIZES 2" AND LARGER THAT ARE INSTALLED ABOVE GROUND OR SUBJECT TO MECHANICAL INJURY. USE ELECTRICAL METALLIC TUBING FOR TRADE SIZES OF 1/2" TO 2" INCLUSIVE IN ALL DRY LOCATIONS, EXCEPT WHERE RIGID METALLIC CONDUIT IS REQUIRED OR INDICATED. USE FLEXIBLE STEEL CONDUIT IN AREAS WHERE INSTALLATION OF RIGID CONDUIT ARE NOT PRACTICAL, OR WHERE MOVEMENT OF THE FIT IS REQUIRED DUE TO VIBRATIONS OR FOR MAINTENANCE. FLEXIBLE CONDUIT SHALL NOT EXCEED 6 FEET IN LENGTH. CONDUIT ABOVE CEILING SHALL BE SELF-SUPPORTING IN NO CASE. ALL SUPPORT BY WALLS, BEAMS, TRUSSES, AND HANGING SHALL BE PROVIDED BY THE CONTRACTOR ON DRAWING. ALL CONDUIT SHALL BE CONDUCTOR TO FIELD VERIFIED EXACT ROUTING. RUN ALL CONDUITS CONCEALED IN WALLS, BELOW SLAB, OR ABOVE CEILING EXCEPT WHERE OTHERWISE INDICATED.
13. CONDUCTORS: ALL CONDUCTORS SHALL BE SOFT-DRAWN ANNEALED COPPER, 98% CONDUCTIVITY, STRANDED, WITH 600 VOLT INSULATION. THE INSULATION SHALL BE THE MINIMUM RISE SIZE ALLOWED. CONDUCTORS SHALL HAVE TYPED OR THIS INSULATION AS APPROPRIATE, COLOR CODE ALL WIRING.
14. OPERATIONS: UPON COMPLETION OF ALL THE INSTALLATION THE CONTRACTOR SHALL CONDUCT AN OPERATIONAL TEST OF THE ENTIRE SYSTEM. THE CONTRACTOR SHALL PROVIDE INSTRUCTIONS TO ADJUST AND TEST ALL ELECTRICAL ITEMS AND SYSTEMS TO ENSURE ALL THE ELECTRICAL ITEMS AND SYSTEMS ARE IN A SATISFACTORY OPERATING CONDITION. ITEMS IN NEED OF CORRECTIONS AND DEFECTS MUST BE CORRECTED IMMEDIATELY. ALL CORRECTIONS MUST BE RE-TESTED. ALL SUCH REPAIR OR REPLACEMENT SHALL BE DONE AT NO COST TO THE OWNER.

DEMAND LOAD CALCULATION

SINGLE LINE DIAGRAM KEY NOTES

- 1 EXISTING CIRCUIT BREAKER TO BE REMOVED. CONTRACTOR TO VERIFY AT SITE.
- 2 REMOVE EXISTING CONDUIT AND CONDUCTORS BACK TO EXISTING MAIN ELECTRICAL SERVICE SWITCHBOARD "YES". CONTRACTOR TO VERIFY AT SITE.
- 3 EXISTING NON-FUSED DISCONNECT SWITCH FOR EXISTING CONDENSING UNIT CU-1 (89.0 MCA, 460V, 3-PHASE) TO BE REMOVED. CONTRACTOR TO VERIFY AT SITE.
- 4 PROVIDE NEW 100A, 100AFT, 3-PHASE CIRCUIT BREAKER TO REPLACE EXISTING 225A, 150A, 3-PHASE CIRCUIT BREAKER. NEW CIRCUIT BREAKER TO BE SAME TYPE TO MATCH EXISTING TO MAINTAIN EXISTING A.I.C. RATING. CONTRACTOR TO VERIFY AT SITE.
- 5 PROVIDE NEW 100A, NON-FUSED, 600V, 3-PHASE, NEMA BR FOR NEW CONDENSING UNIT CU-1 (89.0 MCA, 460V, 3-PHASE). VERIFY WITH EQUIPMENT MANUFACTURER FOR REQUIREMENTS.




MECHANICAL ROOM ELECTRICAL POWER PLAN

SCALE: 1/4" = 1'-0"



POWER PLAN KEY NOTES

- 1 PROVIDE NEW 100AS, NON-FUSED, 600V, 3-POLE, NEMA 3R MOUNTED AT 48" A.F.F. FOR NEW CONDENSING UNIT CU-1 (83.8 MCA, 460V, 3-PHASE). VERIFY WITH EQUIPMENT NAMEPLATE FOR REQUIREMENTS. THE NEW DISCONNECT SWITCH MUST MAINTAIN A MINIMUM 3'-0" IN FRONT AND 30" OVERALL SIDE CLEARANCE PER C.E.C. 110.26, 2022. CONTRACTOR TO COORDINATE MOUNTING LOCATION WITH OWNER.
- 2 PROVIDE NEW FEEDER RUNNING ALONG BUILDING INTERIOR WALL. CONTRACTOR TO DETERMINE BEST CONDUIT ROUTING AT SITE.
- 3 PROVIDE NEW FEEDER RUNNING ALONG BUILDING EXTERIOR WALL AND THEN OVER THE PATHWAY TO THE ELECTRICAL POWER AND CONTROL ENTRY AT NEW CONDENSING UNIT CU-1. CONTRACTOR TO DETERMINE BEST CONDUIT ROUTING AT SITE.
- 4 PROVIDE NEW 20A, 120V, WEATHERPROOF, 6FGI RECEPTACLE TO REPLACE EXISTING WEATHERPROOF RECEPTACLE AT SAME LOCATION. CONTRACTOR TO VERIFY AT SITE.

ENGINEER'S STAMP		REVISIONS		DATE	
<div><div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>E14840</div><div>EXP. 08/30/25</div><div>STATE OF CALIFORNIA</div><div>ELECTRICAL</div></div></div>		NO.	-		
		1	A		
		2	A		
		3	A		
		4	A		
DRAWING'S DATA		DATE:		07-25-23	
SCALE:		NONE			
DRAWN:		GBC			
DESIGNED:		GBC			
CHECKED:		RML			
SHEET NUMBER		E2		5-2612	
ISSUED FOR: FOR BIDDING					
DATE:		07-25-23			
PROJECT NO:		23-024			

SCOPE OF WORK

The scope of work includes design of anchorage, and replacement of the existing vibration pads with spring isolators for one replacement air cooled condensing unit weighing more than 400 lbs. and/or with a center-of-mass more than 4 feet above its base.

Note that SGH is the engineer of record only for the anchorage and base platform frame of the equipment shown in these drawings. The design of replacement condensing unit, air handler cooling coil, and associated refrigerant piping is provided by, and the responsibility of others.

GENERAL

- General notes and typical details apply to all structural features, unless otherwise indicated.
- If certain features are not fully shown or called out on the drawings or in the specifications, their construction shall be of the same character as for similar conditions.
- The project specifications form a part of the contract documents.
- Specifications, codes and standards noted in the contract documents shall be the edition referenced in Chapter 35 of the California Building Code, or, in the case of specifications not listed therein, the latest edition, unless otherwise noted.
- Dimensions shall not be scaled off of the drawings.
- All work shall conform to minimum standards of the 2022 California Building Code, of any codes listed in the drawings or specifications and of any regulating agencies which have authority over any portion of the work, including the California Health and Safety Code.
- Prior to submitting shop drawings and product data, the Contractor shall verify that the submittals meet the requirements of the drawings and specifications. The Contractor shall specifically note any exceptions to these requirements with the submittal.
- The Contractor shall maintain a continuous fire watch, with extinguishing equipment immediately available during welding, cutting or burning near combustible materials.
- Openings, pockets, etc. shall not be placed in structural members unless specifically detailed on the structural drawings. Notify the Structural Engineer when work requires openings, pockets, etc. in structural members not shown on the structural drawings.
- The Contractor shall be responsible for coordinating the work of all trades and shall check all dimensions and holes and openings required in structural members. All discrepancies shall be called to the attention of the Architect/Engineer and shall be resolved before proceeding with the work.
- Construction materials shall be spread out if placed on framed floors or roofs. Load shall not exceed the design live load per square foot. Provide adequate shoring where overload is anticipated.

DESIGN DATA

- Code: 2022 California Building Code.
- Risk Category per CBC Table 1604.5: III
- Earthquake Design Data:

Spectral Acceleration, S_{ps} :	1.433 g
Component Amplification Factor, α_c :	2.5
Component Response Modification Factor, R_p :	3
Component Importance Factor, I_p :	1.0
Component Overstrength Factor, Ω_p :	1.5
Component Operating Weight:	2147 lbs

EXISTING CONSTRUCTION

- Work shown is new unless noted as existing: (E).
- Existing construction shown on these drawings was obtained from site investigation and can be used for bidding purposes. The contractor shall verify all existing job conditions, review all drawings and verify dimensions prior to construction. The Contractor shall notify the Architect/Engineer of all discrepancies and exceptions before proceeding with the work.
- The removal, cutting, drilling, etc. of existing work shall be performed with care in order not to jeopardize the structural integrity of the building. If structural members or mechanical, electrical or architectural features not indicated for removal interfere with the new work, notify the Architect/Engineer immediately and obtain approval before removal of members.
- The Contractor shall safely shore existing construction wherever existing supports are removed for the new work.
- The Contractor shall perform the work with minimal inconvenience to the Owner and without interruption of day-to-day work operations. The Contractor shall ensure safe travel of persons around areas of construction and shall coordinate all operations with the Owner or the Owner's agent.
- The Contractor shall promptly repair any damage caused during operations, using materials and workmanship similar to that which was damaged.
- All removed items, materials and debris, unless otherwise noted, shall be removed promptly from the site and disposed of in a legal manner.

POST-INSTALLED ANCHORS

- Post-installed anchors include all adhesive anchors (reinforcing bar dowels and threaded rods) expansion anchors, screw anchors and undercut anchors set in holes drilled in existing concrete or masonry.
- Installation of post-installed anchors shall conform to all requirements of the applicable code evolution or IAPMO reports and manufacturers' recommendations.
- Arrange for a representative of the anchor manufacturer to provide on-site installation training for all anchoring products specified. Prior to proceeding with work, submit documentation confirming that all personnel who install anchors have completed this training.
- Mark the location of all existing reinforcing in the substrate material within 12" of the proposed locations of all post-installed anchors. Notify the Architect/Engineer of any conflicts discovered between the proposed anchor locations and the existing reinforcing prior to fabrication of any steel and prior to any hole drilling, so as to avoid disturbing, cutting, or otherwise harming the existing reinforcing.
- Holes for adhesive anchors in concrete shall be drilled. Cored holes are not permitted, except where indicated specifically.
- All adhesive anchors in concrete are designed to be installed in base material meeting the following conditions:
 - Minimum strength of 2,500 psi
 - Minimum age of 21 days
 - Not exposed to water within the past 14 days
 - Material temperature between 50 degrees F. and 100 degrees F., inclusiveDo not install adhesive anchors in concrete unless base material is in compliance with all of the above conditions.
- Adhesive Anchors in Concrete (reinforcing bar dowels or threaded rods):
 - HILTI "HIT-RE 500 V3". ICC ESR-3814.
 - Simpson "SET-3G" Epoxy Adhesive. ICC ESR-4057.
- Anchors that fail the proof test shall be replaced by the contractor at no additional cost to the Owner.
- Re-testing of replaced anchors that fail tests shall be paid for by the Contractor.
- Typical embedment depths and proof loads for testing are indicated in the tables below. For embedment depths other than those indicated in the tables below, contact the Architect/Engineer for the applicable proof loads.
- Typical embedment for adhesive anchors refers to actual embedment. Typical embedment for expansion and screw anchors refers to nominal embedment.

ADHESIVE ANCHORS				
ANCHOR SIZE	TYPICAL EMBEDMENT (U.O.N.)	PROOF LOAD NORMAL WEIGHT CONCRETE	PROOF LOAD LIGHT WEIGHT CONCRETE	PROOF LOAD GROUT-FILLED CMU BLOCK
#3 OR 3/8"	3 1/2"	2100 lb.	1100 lb.	1100 lb.
#4 OR 1/2"	4 1/2"	3700 lb.	1900 lb.	1900 lb.
#5 OR 5/8"	5 1/2"	5800 lb.	2800 lb.	2800 lb.
#6 OR 3/4"	6 1/2"	6900 lb.	—	—
#7 OR 7/8"	8"	11500 lb.	—	—
#8 OR 1"	9 1/2"	12400 lb.	—	—
#9 OR 1 1/8"	10 3/4"	19000 lb.	—	—

STRUCTURAL STEEL & MISC. METALS

- Fabrication and erection of structural steel shall be in accordance with the "Code of Standard Practice for Steel Buildings and Bridges" AISC 303-16, as modified by the project specifications.
- Materials (Carbon Steel unless otherwise noted):
 - W shapes: ASTM A992 ($F_y=50$ ksi)
 - Channels & angles: ASTM A36 ($F_y=36$ ksi)
 - All other shapes & plates: ASTM A572 Grade 50 u.o.n.
 - Structural tubes (rectangular HSS): ASTM A1085 grade A ($F_y=50$ ksi) or ASTM A500 grade C ($F_y=50$ ksi)
- Bolt holes in steel shall be $\frac{1}{8}$ inch larger diameter than nominal size of bolt used, unless otherwise noted.
- For bolted connections, provide $\frac{1}{2}$ inch edge and end distance, unless otherwise noted.
- All welds shall be prequalified or qualified by test in conformance with the "Structural Welding Code - Steel" (AWS D1.1-15) of the American Welding Society. Submit Welding Procedure Specifications for approval prior to performing work. Submit Procedure Qualification Reports with Welding Procedure Specifications for welds qualified by test.
- Minimum tensile strength of weld metal shall be 70 ksi typical, unless otherwise noted. Welding electrodes shall be as recommended by their manufacturer for the position and other conditions of actual use.
- Weld symbols shown on the drawings do not necessarily differentiate between shop weld and field welds. When field welds are necessary due to construction procedure or sequence, welds shall be provided and be inspected per specifications. All welds shown as field welds shall be done in field as indicated.
- All structural steel surfaces are to be painted or galvanized, unless noted otherwise. Steel that is not exposed to weather and is to be encased in concrete shall be left uncoated. Steel that is to receive spray-applied fireproofing shall be left uncoated. Faying surfaces of high-strength bolted connections and areas within 5 inches of field welded joints shall be left uncoated until welding and bolting operations are complete. See specifications for coating requirements.
- All structural steel, miscellaneous metal and connectors exposed to weather shall be hot-dip galvanized in accordance with ASTM A123 after fabrication. Apply zinc-rich paint complying with SSPC-Paint 20 to repair damaged or cut surfaces, field welds, and field-drilled holes in galvanized steel. Application shall comply with ASTM A780, including Annex A2.
- All holes in steel members to facilitate galvanizing, including all vent holes and drain holes, shall be shown on shop drawings. Holes shall not be cut prior to approval of shop drawings.
- All faying surfaces for friction-bolted connections of galvanized members shall be roughened by means of hand wire brushing after galvanizing and before erection.
- No penetrations in structural steel members are allowed except as indicated on the structural drawings.
- Furnish shop and erection drawings of all structural steel for the Architect/Engineer's review before fabrication.

ABBREVIATIONS

&	And	JST.	Joist
AB	Anchor Bolt	K	Kips
ACI	American Concrete Institute	KSI	Kips per Square Inch
ADD'L	Additional	LABC	Los Angeles Building Code
AESS	Architectural Exposed Structural Steel	LBS.	Pounds
AISC	American Institute of Steel Construction	LL	Live Load
ALT.	Alternate	LLH	Long Leg Horizontal
APPROX.	Approximate	LLV	Long Leg Vertical
ARCH.	Architect	LONG.	Longitudinal
ASD	Allowable Strength Design	LWT.	Lightweight
ASTM	American Society for Testing and Materials	LVL	Laminated Veneer Lumber
AWPA	American Wood Preservers Assoc.	MAX.	Maximum
AWS	American Welding Society	M.B.	Machine Bolt
		MECH.	Mechanical
		MFR.	Manufacturer
		M.I.	Malleable Iron
		MIL.	0.001 Inch
		MIN.	Minimum
		MISC.	Miscellaneous
BLK'G	Blocking	(N)	New
BM.	Beam	NO., #	Number
B.N.	Boundary Nail	N.S.	Near Side
BOCA	Building Officials and Code Administrators International, Inc.	N.T.S.	Not to Scale
		NWT.	Normal Weight
BOT.	Bottom	O.C.	On Center
BRG.	Bearing	O.D.	Outside Diameter
B.S.	Both Sides	O.H.	Opposite Hand
BTWN.	Between	OPNG.	Opening
		OPP.	Opposite
		OSHPD	Office of Statewide Health Planning and Development
C	Camber		
CBC	California Building Code	PAF	Powder-Actuated Fasteners
C.C.	Center to Center	PART.	Partial
CCR	California Code of Regulations	PCF	Pounds per Cubic Foot
	Control Joint	PL, \bar{L}	Plate
C.J.	Control Joint	PLY.	Plywood
C.L., \bar{C}	Center Line	PP	Partial Penetration
CLG.	Ceiling	PSF	Pounds per Square Foot
CLR.	Clear	PSI	Pounds per Square Inch
CMU	Concrete Masonry Unit	P.T.	Pressure Treated
COL.	Column	PW	Puddle Weld
CONC.	Concrete	PWJ	Plywood Web Joists
CONN.	Connection		
CONT.	Continuous	RAD.	Radius
CJP	Complete Joint Penetration	R.D.	Roof Drain
CSK.	Countersink	REINF.	Reinforcing
CTBR.	Counterbore	REQ.	Required
CTR.	Center	RF.	Roof
		RND.	Round
		R.O.	Rough Opening
		R.R.	Remove & Replace
DBA	Deformed Bar Anchor	S.A.D.	See Architectural Drawings
DBL.	Double	SCHED.	Schedule
DC	Demand Critical (Weld)	SFBC	San Francisco Building Code
DET., DTL.	Detail	SFRS	Seismic Force Resisting System
DF	Douglas Fir		
DIA., \varnothing	Diameter	SHT.	Sheet
DIAG.	Diagonal	SHTG.	Sheathing
DL	Dead Load	SIM.	Similar
DN.	Down	SLRS	Seismic Load Resisting System
DO	Ditto		
DSA	Division of the State Architect	S.M.D.	See Mechanical Drawings
DWG(S).	Drawing(s)	S.O.G.	Slab on Grade
		S.P.	Southern Pine
(E)	Existing	S.S.	Stainless Steel
EA.	Each	STAG'D., STG.	Staggered
E.F.	Each Face	STD.	Standard
E.J.	Expansion Joint	STIFF.	Stiffener
ELEV., EL.	Elevation	STL.	Steel
EMB., EMBED.	Embedment	STRUCT.	Structural
EQ.	Equal	SYMM., SYM.	Symmetrical
EQUIP.	Equipment		
E.S.	Each Side	T&B	Top and Bottom
E.W.	Each Way	T&G	Tongue & Groove
		T.N.	Toe Nail
		T.O.C.	Top of Concrete
		T.O.S.	Top of Steel
		T.O.W.	Top of Wall
		TS	Tube Steel (Hollow Structural Section)
		TYP.	Typical
GA.	Gauge	U.O.N.	Unless Otherwise Noted
GALV.	Galvanized	URM	Unreinforced Masonry
G.L.	Grid Line		
GLB	Glued Laminated Beam	VERT.	Vertical
GR.	Grade	V.I.F., \pm	Verify in Field
HDG	Hot-dip Galvanized	W/	With
HGR.	Hanger	W/O	Without
HK.	Hook	WCLB	West Coast Lumber
HORIZ.	Horizontal		
HSB	High Strength Bolt	W.P.	Work Point
HSS	Hollow Structural Section	WHS	Welded Headed Stud
		WTS	Welded Threaded Stud
HT.	Height	WWPA	Western Wood Products Association
IBC	International Building Code	WWR	Welded Wire Reinforcing
ICC	International Code Council		
IN.	Inch, Inches		
INT.	Interior		
INV.	Inverted		

GENERAL SYMBOLS AND LEGEND

	REVISION
	GRIDLINE
	BUILDING SECTION OR ELEVATION
	WORK POINT, DATUM OR CONTROL POINT, FIN. FLR. ELEVATION, S.A.D.
	DETAIL REFERENCE
	PROJECT NORTH, S.A.D. FOR TRUE NORTH

CITY OF GARDENA
1700 W 162nd STREET RM 104
GARDENA CA 90247

STRUCTURAL
GENERAL NOTES

THE NAKAOKA COMMUNITY CENTER
HVAC UPGRADE PROJECT, JN522
1670 W 162nd ST GARDENA CA 90247

NO.

REVISIONS

DESCRIPTION

DATE

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ENGINEER'S STAMP

SIGNED ON
05/15/23

DRAWING'S DATA

DATE: 05-15-23
SCALE: NONE
DRAWN: GV
DESIGNED: MEP
CHECKED: JAM

SHEET NUMBER

S0.1

5-2612

ISSUED FOR: PLAN CHECK
DATE: 05-15-23
PROJECT NO:SGH-238052.00

FOR BIDDING

SGH
SIMPSON GUMPERTZ & HEGER
1150 S. Olive Street, Suite 1600
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213.271.2000
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STATEMENT OF STRUCTURAL OBSERVATION

Structural Observation is required by Chapter 17 of the California Building Code. Types of work listed below shall be observed during periodic site visits by the Structural Engineer. Contractor is responsible for notifying Structural Engineer 48 hours before work is ready for observation. Structural Observation does not constitute Special Inspection.

1. Concrete & Reinforcing Steel: Reinforcing steel, anchor rods, and other embedments shall be observed prior to placement of cast-in-place concrete and/or shotcrete elements.
2. Structural Steel: Steel elements and welded/bolted connections shall be observed.

STATEMENT OF SPECIAL INSPECTIONS

Tests and inspections indicated on the drawings are required for this project. The tests and inspections indicated here are the responsibilities of the Owner's Special Inspector, as required by Chapter 17 of the Building Code.

The Special Inspector shall observe the work assigned for conformance with the approved design drawings and specifications.

1. Special inspections and associated testing shall be performed by an approved qualified testing and inspecting agency meeting the requirements of ASTM E329 (materials), ASTM D3740 (soils), ASTM C1077 (concrete), and ASTM E543 (non-destructive testing). The testing and inspecting agency shall furnish to the architect/engineer a copy of their scope of accreditation. Special inspectors shall be certified by the building official. Welding inspectors shall be qualified per Section 6.1.4 of AWS D1.1.
2. The Special Inspector shall furnish inspection reports to the building official, the Architect/Engineer and other designated persons. All discrepancies shall be brought to the immediate attention of the Contractor for correction, then, if uncorrected, to the proper design authority and to the Building Official.

3. The Special Inspector shall submit a final signed report stating whether the work requiring special inspection was, to the best of the inspector's knowledge, in conformance with the approved plans and specifications and applicable standards of quality and workmanship of the Building Code.
4. The Contractor shall hold a pre-construction meeting involving the Architect, Structural Engineer and the Special Inspector in order to discuss the specific requirements of this project.
5. Terminology:
- a. Continuous: Special inspection by the special inspector who is present when and where the work to be inspected is being performed.
- b. Periodic: Special inspection by the special inspector who is intermittently present where the work to be inspected has been performed or is being performed.
- c. Observe: Observe these items on a random basis. Operations need not be delayed pending these inspections.
- d. Perform: Perform these tasks for each element.
6. Indicated testing meets minimum requirements for structural testing to be provided by the approved qualified testing and inspecting agency. Additional tests for construction considerations are not indicated. The need for such additional tests shall be determined by the Contractor and provided at the Contractor's expense.
7. See project specifications for additional requirements.
8. Special inspector shall verify holo-bolts are the correct size and grade and are torqued to the manufacturer's specified load.

Reference Standard Editions:

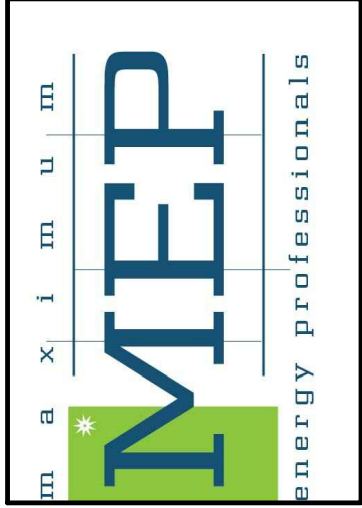
California Building Code	2022
ACI 318	2019*
ACI 440.2R	2008
ACI 440.3R	2012
ACI 506.2	2013*
ANSI/AISC 341	2016*
ANSI/AISC 360	2016*
ANSI/SDI QA/QC	2017
ASTM C31	2018b*
ASTM C39	2018
ASTM C42	2018a
ASTM C94	2017*
ASTM C143	2015a
ASTM C780	2018a
ASTM C1019	2016*
ASTM C1064	2017
ASTM C1077	2017
ASTM C1314	2018
ASTM D1557	2012-e1*
ASTM D3740	2012a
ASTM D7522	2015
ASTM E164	2019
ASTM E329	2018
ASTM E488	2018
ASTM E543	2015
ASTM E709	2015
AWS D1.1	2015*
AWS D1.4	2018*
RCSC Specification	2014*
SJI 100	2020*
SJI 200	2015*
TMS 602	2016*

* Reference standard cited by CBC 2022, Chapter 35

STRUCTURAL STEEL – WELDING						
Item No.	System, Material or Element	Building Code Reference	Material Standard Reference	Frequency		Remarks
				Perform	Observe	
1	Inspection Tasks Prior to Welding	1705.2	AISC 360 Section N5.4 and Table N5.4–1			
a	Verify presence of welder qualification records and continuity records				X	
b	Verify that applicable WPS is available			X		
c	Verify manufacturer certifications for welding consumables available			X		
d	Verify material identification (type/grade)				X	
e	Confirm welder identification system is followed				X	The fabricator or erector, as applicable, shall maintain a system by which a welder who has welded a joint or member can be identified. Stamps, if used, shall be the low-stress type.
f	Verify fit-up of fillet welds • Dimensions (alignment, gaps at root) • Cleanliness (condition of steel surfaces) • Tacking (lack weld quality and location)	1705.2	AISC 360 Section N5.4 and Table N5.4–2		X	
g	Check welding equipment				X	Fabricator or erector shall observe
2	Inspection Tasks During Welding	1705.2	AISC 360 Section N5.4 and Table N5.4–3			
a	Confirm control and handling of welding consumables • Packaging • Exposure control				X	
b	Confirm no welding occurs over cracked tack welds				X	
c	Verify environmental conditions • Wind speed within limits • Precipitation and temperature				X	
d	Verify that applicable WPS is followed • Settings on welding equipment • Travel speed • Selected welding materials • Shielding gas type/flow rate • Preheat applied • Interpass temperature maintained (min./max.) • Proper position (F, V, H, Oh) • Intermix of filler metals avoided unless approved				X	
e	Verify proper welding techniques are followed • Interpass and final cleaning • Each pass within profile limitations • Each pass meets quality requirements			Welds larger than 5/16"	Welds 5/16" And Smaller	
f	Inspect placement and installation of welded headed stud anchors			X		
3	Inspection Tasks After Welding					
a	Verify welds are cleaned				X	
b	Verify size, length and location of welds			X		
c	Verify that welds meet visual acceptance criteria • Crack prohibition • Weld/base-metal fusion • Crater cross section • Weld profiles • Weld size • Undercut • Porosity			X		Documentation for seismic resistance is required per AISC 348 Section J6 and Table J6.3
d	Document acceptance or rejection of welded joint or member			X		
e	No prohibited welds have been added without the approval of the Engineer of Record					

POST-INSTALLED ANCHORS						
Item No.	System, Material or Element	Building Code Reference	Material Standard Reference	Frequency		Remarks
				Continuous	Periodic	
1	Approved Products: Verify that the specific manufacturer and model of anchors have been approved for the application by the Architect/Engineer.	Table 1705.3			X	See General Notes for approved products
2	Verification of drilled holes: Verify that holes are drilled at the angle required and of the diameter and depth required. Verify that holes are clean prior to installation of anchors.				X	
3	Adhesive Anchors: Verify that the adhesive packaging indicates an expiration date and that the expiration date has not passed. Verify that adhesive is mixed properly and that the initial portion of adhesive coming out of the nozzle is wasted, as required by the manufacturer. Verify that the anchors are installed according to the manufacturer's recommendations.			X		Adhesive anchors include threaded rods and reinforcing bars set in holes filled with adhesive.
4	Anchor Testing: Test ten percent of each application of anchors to the tensile or torque proof load as indicated in the General Notes. One application of anchors shall be defined as those anchors installed by a single crew in a single day.				X	Test locations are random at the discretion of the Special Inspector, unless otherwise directed by the Architect/Engineer. If any anchor fails the test, test all anchors in the same application not previously tested until 10 consecutive anchors pass
a	Tension Tests: Tension test loads shall be maintained for a minimum of one minute. Anchor displacement at the end of the loading period shall be limited to one-fifth of the nominal anchor diameter. Displacement following release of load shall return to zero.		ASTM E488		X	Applicable to adhesive anchors
b	Torque Tests: Required torque must be reached within a half turn of the nut from snug, except for 3/8" diameter anchors, for which the required torque must be reached within a quarter turn of the nut from snug.				X	Applicable to mechanical anchors

CITY OF GARDENA
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STRUCTURAL
GENERAL NOTES
SPECIAL INSPECTION

THE NAKAOKA COMMUNITY CENTER
HVAC UPGRADE PROJECT, JN522
1670 W 162nd ST GARDENA CA 90247

NO.	REVISIONS DESCRIPTION	DATE
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DATE:	05-15-23
SCALE:	NONE
DRAWN:	GV
DESIGNED:	MEP
CHECKED:	JAM

SHEET NUMBER
S0.2

ISSUED FOR: PLAN CHECK

DATE: 05-15-23

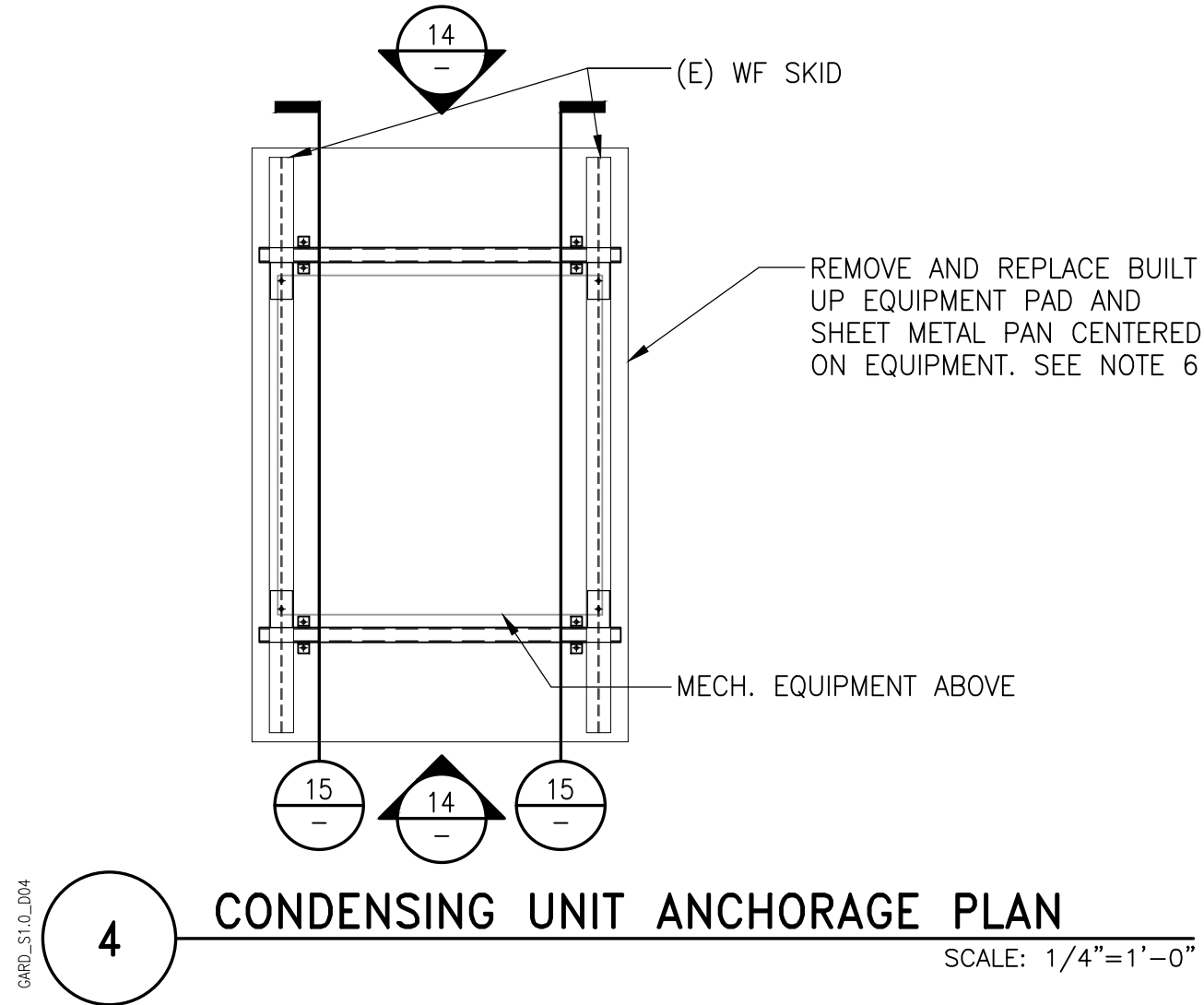
PROJECT NO:SGH-238052.00



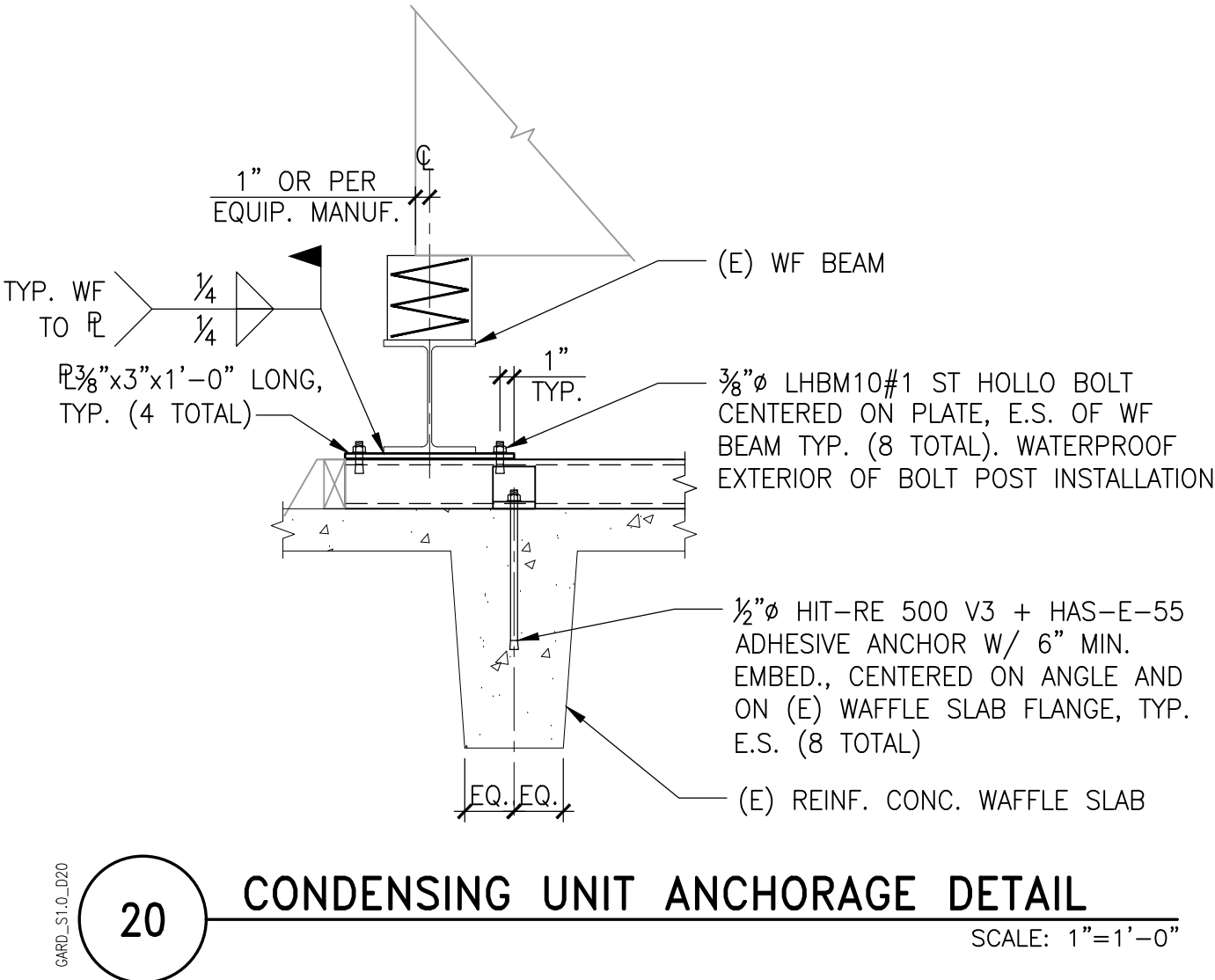
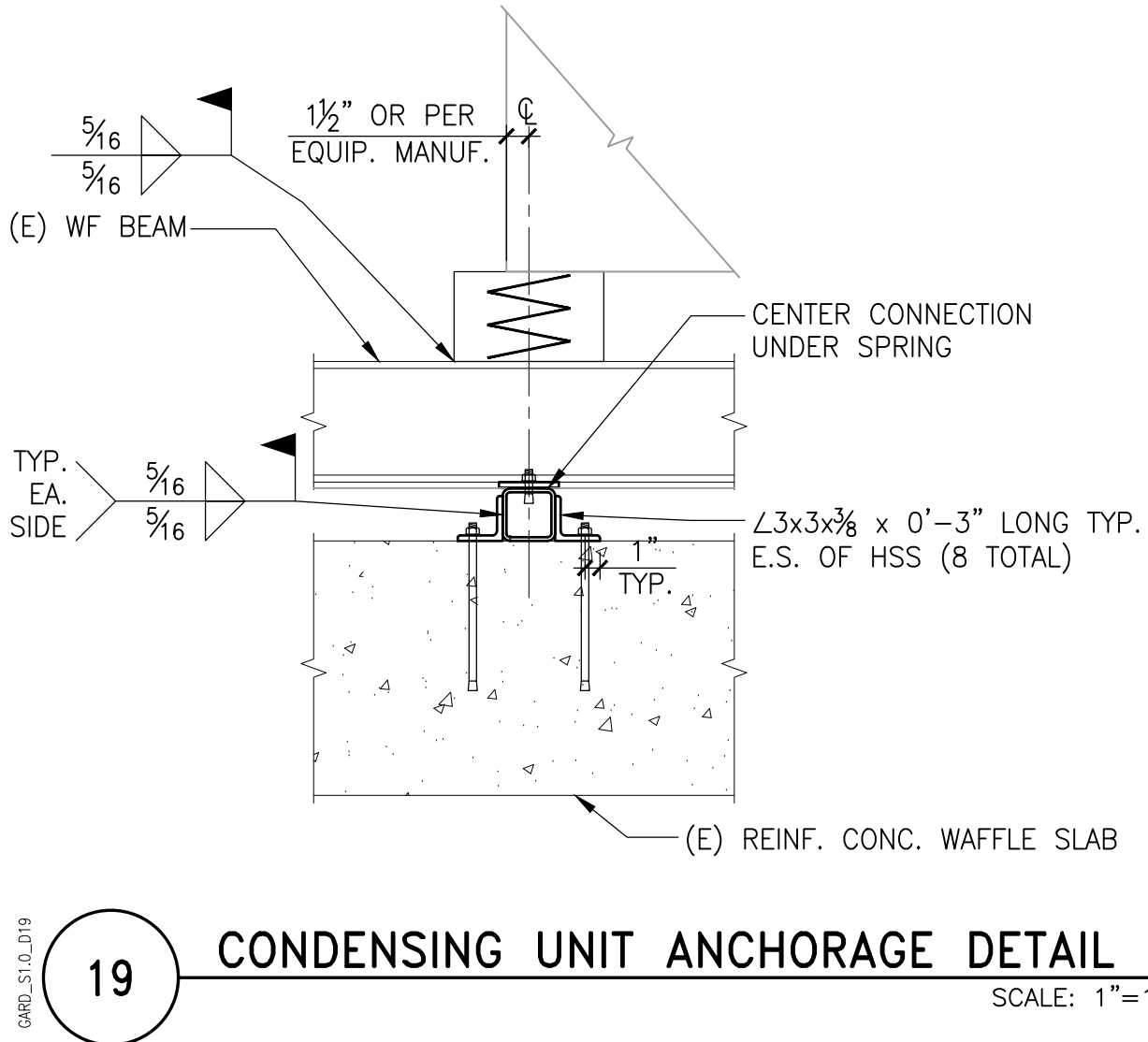
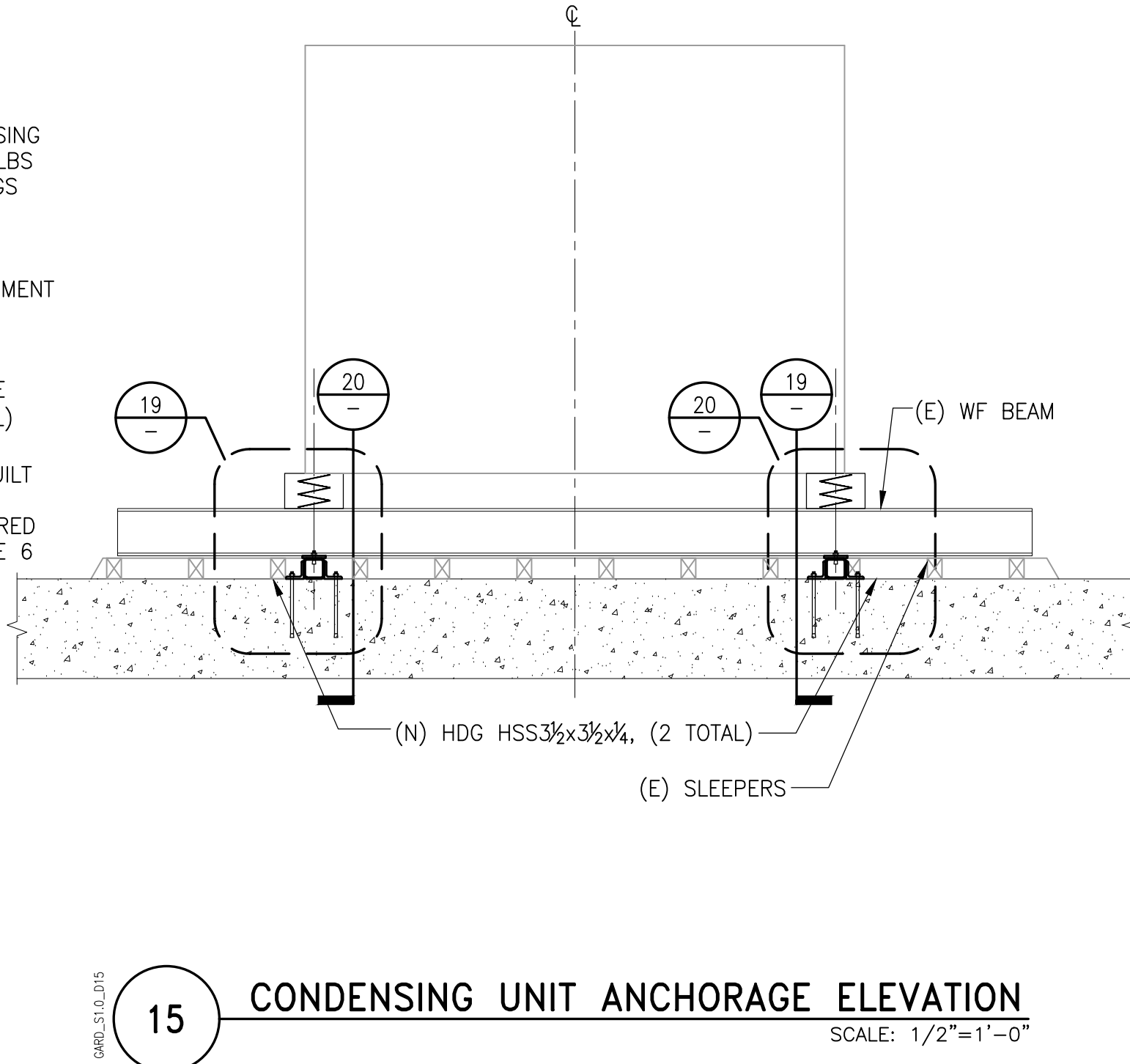
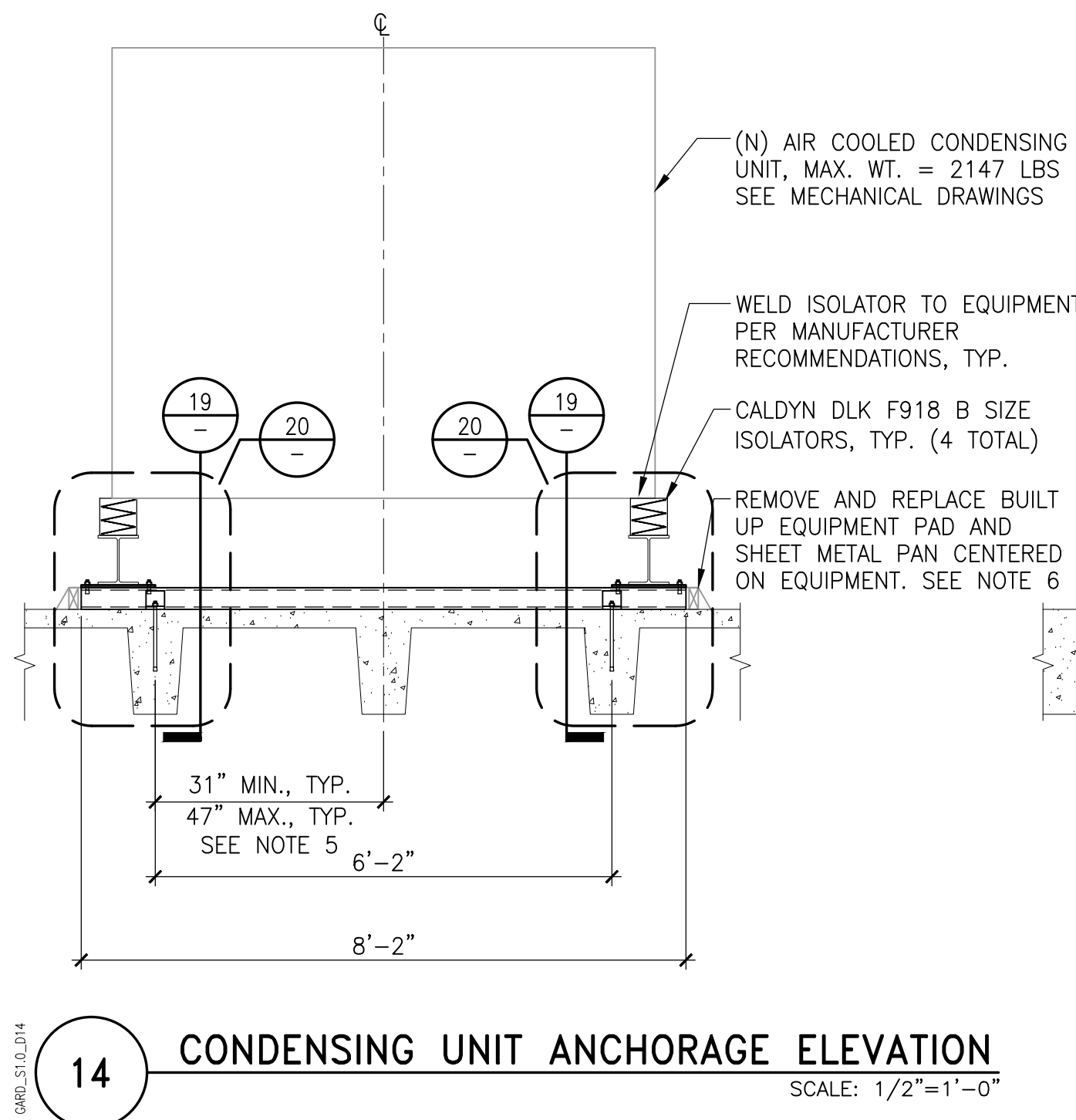
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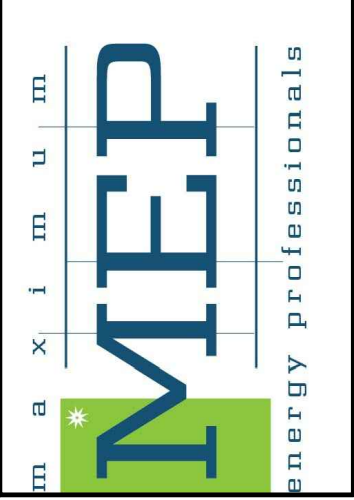
NOT FOR CONSTRUCTION



- NOTES:
1. REFER TO MEP DRAWINGS FOR SPECIFIC EQUIPMENT LOCATION
 2. EQUIPMENT MANUFACTURER SHALL CONFIRM THAT EQUIPMENT IS INTENDED TO BE ANCHORED ONLY AT ITS BASE AND EQUIPMENT STRUCTURE IS CAPABLE OF CONNECTING TO AND TRANSFERRING THE REQUIRED SEISMIC FORCE TO THE SPRING ISOLATORS.
 3. REFER TO CALDYN SPECIFICATIONS FOR ISOLATOR DETAILS NOT SHOWN.
 4. CONTRACTOR TO CONFIRM THE LOCATIONS OF (E) REBAR IN THE (E) WAFFLE SLAB. NOTIFY SGH IF (E) REBAR IS OBSTRUCTING THE NEW EQUIPMENT ANCHORAGE.
 5. CONTRACTOR TO LOCATE ANGLES TO ENSURE ANCHOR BOLTS ARE INSTALLED AT THE CENTER OF THE (E) WAFFLE SLAB WEB. NOTIFY THE EOR IF (E) SLAB WEB ARE NOT LOCATED IN THE RANGE PROVIDED
 6. CONFIRM EQUIPMENT PAD IS MIN 3x4 SLEEPERS @ 16" O.C. AND PROVIDE 2x4 MIN AT 4 EDGES OF SHEET METAL PAN, FASTEN TO EA. SLEEPER OR OTHER EDGE FRAMING.
 7. CONTRACTOR TO PROVIDE PROPER ROOFING, FLASHING, AND WATERPROOFING AROUND EQUIPMENT PAD TO TIE INTO THE EXISTING ROOFING MEMBRANE.
 8. COLD GALV. ALL FIELD WELDS AND FIELD CUT STEEL EDGES.



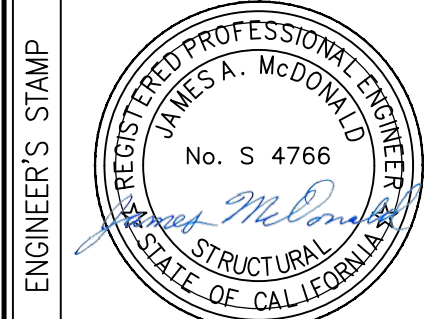
CITY OF GARDENA
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STRUCTURAL
PLANS, ELEVATIONS AND DETAILS

THE NAKAOKA COMMUNITY CENTER
HVAC UPGRADE PROJECT, JN522
1670 W 162nd ST GARDENA CA 90247

NO.	REVISIONS	DESCRIPTION	DATE
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DRAWING'S DATA	DATE: 05-15-23
	SCALE: AS NOTED
	DRAWN: OV
	DESIGNED: MEP
	CHECKED: JAM

SHEET NUMBER	S1.0
	5-2612
ISSUED FOR:	PLAN CHECK
DATE:	05-15-23
PROJECT NO:	SGH-238052.00

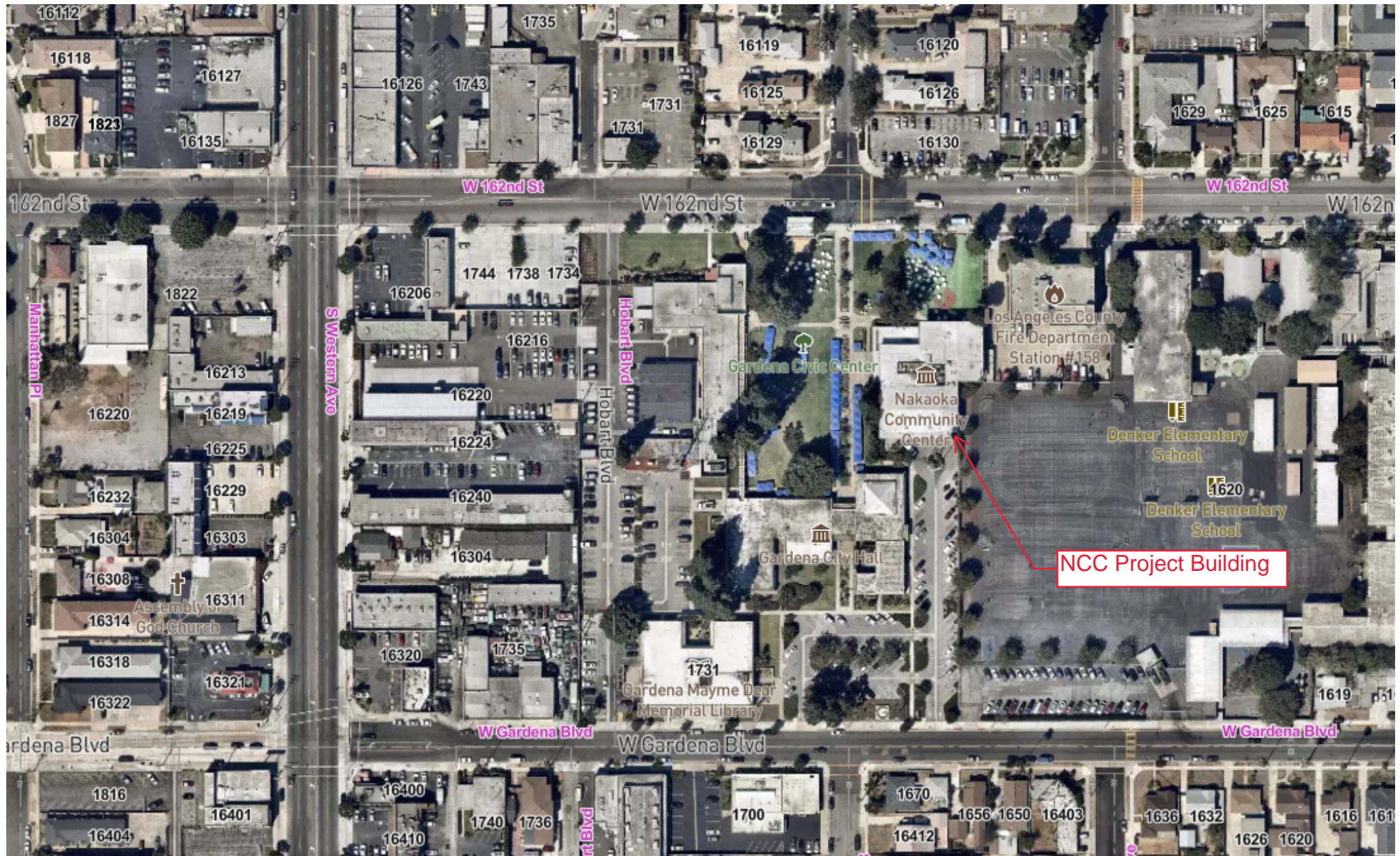


FOR BIDDING

SIMPSON GUMPERTZ & HEGER
1150 S. Olive Street, Suite 1600
Los Angeles, CA 90015
213.271.2000
sgh.com

NOT FOR CONSTRUCTION

Nakaoka Community Center HVAC Upgrade Project, JN 522



1" = 200 ft

Project Location Map

08/18/2023



This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.



DEPARTMENT of PUBLIC WORKS

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

NOTICE OF EXEMPTION

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

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

Project Title: Nakaoka Community Center HVAC Upgrade Project, JN 522.

Project Location (Specific): 1670 162nd Street, Gardena CA 90247

Project Location (City): Gardena **Location (County):** Los Angeles County

Description of nature, purpose, and beneficiaries of project: This project will upgrade and repair existing HVAC system.

Name of public agency approving project: City of Gardena

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

Exempt Status: (Check One)

- ☐ Ministerial: (P.R.C. Sec. 21080[b][1]; Guidelines Sec. 15268)
☐ Declared Emergency: (P.R.C. Sec. 21080[b][3]; Guidelines Sec. 15269[a])
☐ Emergency Project (P.R.C. Sec. 21080[b][4]; Guidelines Sec. 15269[b][c])
☒ Categorical Exemption: Section 15301 Class 1, Existing Facilities
☐ Other: Guidelines Sec. 15061):

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

Contact person: Frank Sanchez **Telephone:** 310-217-9631

If filed by applicant:

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

Date received for filing:

CLINT OSORIO 9/5/23
Environmental Quality Officer Date

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

TASHA CERDA, Mayor / MARK E. HENDERSON, Mayor Pro Tem
RODNEY G. TANAKA, Councilmember / PAULETTE C. FRANCIS, Councilmember / WANDA LOVE, Councilmember
MINA SEMENZA, City Clerk / GUY MATO, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney

BID PROPOSAL (BP)

NAKAOKA COMMUNITY CENTER HVAC UPGRADE

PROJECT NO. JN 522

Contractor: Bon Air Inc
Address: 11340 W. Olympic Blvd suite 302 LA CA 90064
Phone: 310-575-1111
Fax: 310-479-0029
License No.: 499561
D.I.R. No. 1000001141
Email: estimating@bonairinc.com

To Be Submitted

WITH

Bid Package

BID PROPOSAL

PROJECT NO. JN 522

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT

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 **15 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	Bonds / Insurance / Permit, and Mobilization (not to exceed 5% of contract bid)	LS	1	\$ 9,000	\$ 9,000
2	Supervision / Installation Labor / Equipment (no substitution for Condensing Unit (CU) specified on the plans)	LS	1	\$ 181,600	\$ 181,600
3	Start-up / System Functional Operation Check / City Maintenance Personnel Training / Warranty Registration and Turn Over	LS	1	\$ 5,000	\$ 5,000

TOTAL CONTRACT BID:

(Figures) \$ 195,600. -

(Words) One hundred ninety five Thousand and Six hundred.

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

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

TO BE SUBMITTED WITH PROPOSAL

BP-2

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.

BID SCHEDULE (Continued)

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.

Bon Arr Mr
Name of Bidder

[Signature]
Signature of Bidder

BID PROPSOAL

PROJECT NO. JN 522

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.


Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addenda will be issued only through the ARC Document Solutions and access under their "Planrooms"/"Order From Planwell" (<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 has been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

9/1/2023

Date

BID PROPOSAL

PROJECT NO. JN 522

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,

<u>Bon Air Inc</u> Contractor's Business Name	<u>President</u> Contractor (Print) Title
<u>11340 W. Olympic Blvd Suite 302</u> Business Address: Street	<u>[Signature]</u> <u>President</u> Signature Title
<u>Los Angeles CA 90064</u> City State Zip	<u>499561 B, C20</u> Contractor's License No. and Classification
<u>310-575-1111</u> Business Phone Number	<u>310-479-0029</u> Business Fax Number
<u>9/1/2023</u> Date	
<u>Bahman Hammad</u> <u>President</u> Name Title	 Residence: Street
<u>Los Angeles CA 90064</u> City State Zip	 Residence Phone Number

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

BID PROPOSAL

PROJECT NO. JN 522

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

Bahman Hannani being first duly sworn, deposes and says that he or she is President of Bon Air 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.

Bon Air Inc
NAME OF BIDDER

[Signature] 09/13/2023
SIGNATURE OF BIDDER

11340 W. Olympic Blvd suite 302
ADDRESS OF BIDDER

Los Angeles CA 90064
CITY STATE ZIP

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

Jurat Certificate

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

S.S.

Subscribed and sworn to (or affirmed) before me on this 13th day of September,
Month

20 23, by Bahman Hamani _____ and
Name of Signer (1)

_____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature of Notary Public



For other required information (Notary Name, Commission No. etc.)

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

BID PROPOSAL

PROJECT NO. JN 522

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 13 day of Sep, 20 23, at Los Angeles,
California _____ (place of execution),

Signature:  Name: Bahman Hannani

Title: President Company: Bon Air Inc

TO BE SUBMITTED WITH PROPOSAL

BP-8

BID PROPOSAL

PROJECT NO. JN 522

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Bon Air, Inc., as Principal,
and Markel Insurance Company, as Surety,
are held firmly bound unto the City of Gardena in the sum of \$ Ten percent of amount bid ;
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: NAKAOKA COMMUNITY CENTER HVAC UPGRADE PROJECT,
JN 522**

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.

5th September

SIGNED AND SEALED, this day of _____, 2023.

Bon Air, Inc. (SEAL)
Principal

Markel Insurance Company (SEAL)
Surety

BY: [Signature] 09/13/2023
Signature

BY: [Signature]
Signature Cynthia J. Young, 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.

TO BE SUBMITTED WITH PROPOSAL

BP-9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

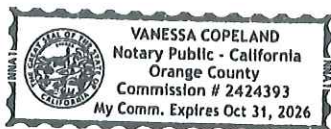
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Bernardino)

On SEP 05 2023 before me, Vanessa Copeland, Notary Public,
personally appeared Cynthia J. Young
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.



Place Notary Seal Above

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]
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 present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Cynthia J. Young

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner: ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner: ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
OAKLAND

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Markel Insurance Company

of Illinois, organized under the laws of Illinois, 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,

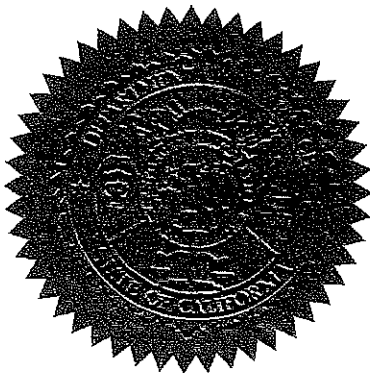
Workers' Compensation, Common Carrier Liability, Boiler and Machinery,

Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, 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 14th day of April, 2021, I have set my hand and caused my official seal to be affixed this 14th day of April, 2021.



Ricardo Lara
Insurance Commissioner

A handwritten signature in dark ink, appearing to read "Valerie Sarfaty".

By

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

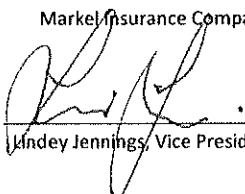
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



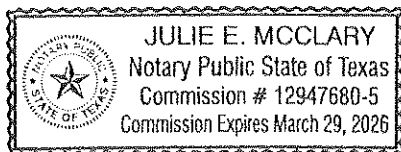
Markel Insurance Company

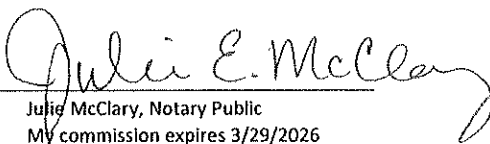
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

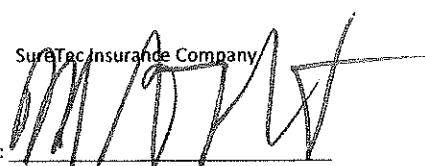


By: 
Julie McClary, Notary Public
My commission expires 3/29/2026

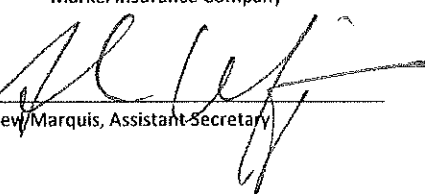
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 5th day of September, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

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

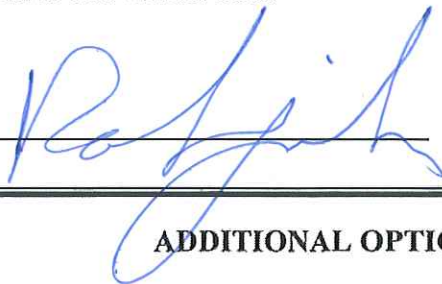
On September 13, 2023 before me, Faramarz Rabizadeh, Notary Public
personally appeared Bahman Hannani

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)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BID PROPOSAL

PROJECT NO. JN 522

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
6%	PMK Professional Inc 17925 SKYPARK CIR, Irvine, CA 92619	Electrical	959668	C-10	1000004512
1.5%	Precision Air Balance 1240 N Jefferson, Anaheim, CA 92807	Test and Balance	633805	C-61/062	1000000337
1.5%	P8E Insulation 5455 Vine St E, Chino, CA 91710	Insulation	763803	C-2	1000001774

Not more than 10 %.

TO BE SUBMITTED WITH PROPOSAL

BP-10

BID PROPOSAL

PROJECT NO. JN 522

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: 37

Three projects of this type recently completed:

1. Name (Firm/Agency): Las Virgenes USD
Address: 4029 Las Virgenes Road, Calabasas, CA 92302
Contact Person: Julie Abbott Telephone No.: 818-880-4000
Title of Project: Las Virgenes Early Retirement HVAC Repl.
Project Location: Various schools in Las Virgenes
Date of Completion: 10/31/2016 Contract Amount: \$ 1,755,000
2. Name (Firm/Agency): City of Moorpark
Address: 799 Moorpark Ave., Moorpark, CA 93021
Contact Person: Robert Valery Telephone No.: 805-517-6283
Title of Project: Arroyo Vista Community Park Gas & HVAC Upgrade
Project Location: 4550 Tierra Regada Rd., Moorpark CA 93021
Date of Completion: 12/30/2022 Contract Amount: \$ 342,000
3. Name (Firm/Agency): City of Manhattan Beach
Address: 1400 Highland Ave., Manhattan Beach, CA 90266
Contact Person: Jeff Fijalka Telephone No.: 310-802-5358
Title of Project: Manhattan Beach City Hall HVAC Improvement
Project Location: 1400 Highland Ave., Manhattan Beach, CA 90266
Date of Completion: 03/31/2023 Contract Amount: \$ 1,129,854.00

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 522

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 Bon Air Inc.

TITLE OF PERSON SIGNING President

SIGNATURE Bahman Hannani

DATE Aug. 30, 2023

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

BID PROPOSAL


PROJECT NO. JN 522

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: Bahman Hannani

Title: President Company: Bon Air 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



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 19.A
Section: COUNCIL ITEMS
Meeting Date: September 26,
2023

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

AGENDA TITLE: Discuss and Consider City Council Policy Statement prohibiting the City from co-hosting any events with individual City Council Members

COUNCIL ACTION REQUIRED:

Staff Recommendation: Discuss and Consider adoption of City Council Policy Statement prohibiting the City from co-hosting any events with individual City Council Members

RECOMMENDATION AND STAFF SUMMARY:

During the September 12, 2023, City Council meeting, a directive was given to staff by Mayor Cerda and seconded by Councilmember Tanaka prohibiting the City from co-hosting any events with individual City Council Members.

Attached for City Council consideration is the City Council policy statement prohibiting the City from co-hosting any events with individual City Council Members.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[Council Policy 2023-01 - Prohibiting the City from Co-Hosting any Events with Individual City Council Members.docx](#)

APPROVED:

Clint Osorio, City Manager



COUNCIL POLICY

SUBJECT: PROHIBITING THE CITY FROM CO-HOSTING ANY EVENTS WITH INDIVIDUAL CITY COUNCIL MEMBERS

Document: Policy Statement	Revision:
Subject: Prohibiting the City from Co-Hosting any Events with Individual City Council Members	Effective Date: 09-26-2023
Author: Clint D. Osorio, City Manager	Reference No. 2023-01
Authorized by: Tasha Cerda, Mayor	

1.0 POLICY STATEMENT

The City will not co-host any events with individual City Council Members.